



**WEST VALLEY WATER DISTRICT**  
855 W. Base Line Road, Rialto, CA 92376  
PH: (909) 875-1804 FAX: (909) 875-1849

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

**THURSDAY, OCTOBER 24, 2024 – 5:30 PM**

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

**BOARD OF DIRECTORS**

**President Gregory Young, Chair**  
**Director Angela Garcia**

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

If you require additional assistance, please contact [administration@wvwd.org](mailto:administration@wvwd.org).

## **I. CALL TO ORDER**

## **II. PUBLIC PARTICIPATION**

*The public may address the Board on matters within its jurisdiction. Speakers are requested to keep their comments to no more than three (3) minutes. However, the Board of Directors is prohibited by State Law to take action on items not included on the printed agenda.*

## **III. DISCUSSION ITEMS**

1. Updates to the Engineering, Operations and Planning Committee
2. Purchase a New 2024 Caterpillar Backhoe Loader.
3. Consider a Water System Infrastructure Installation and Conveyance Agreement with Fontana Sierra Industrial, LLC for San Bernardino Gateway Business Park / APN: 0239-151-09 and 0239-151-38.
4. Approve Task Order with Michael Baker International, Inc for Design of Pump Station 7-2.
5. Change Order No. 6 with PCL Construction, Inc for the Oliver P. Roemer Water Filtration Facility upgrade and Expansion Project.
6. Consider a Professional Services Agreement with Stantec Consulting Services, Inc. for Master Planning Services for the Water Master Plan Update.

## **IV. ADJOURN**

### **DECLARATION OF POSTING:**

**I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on October 21, 2024.**

*Elvia Dominguez*

---

**Elvia Dominguez, Board Secretary**



**BOARD OF DIRECTORS  
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE  
STAFF REPORT**

**DATE:** October 24, 2024  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Joanne Chan, Director of Operations  
**SUBJECT:** PURCHASE A NEW 2024 CATERPILLAR BACKHOE LOADER

---

**BACKGROUND:**

The West Valley Water District (District) has four (4) backhoe loaders ranging from 8 to 28 years old. The backhoe loader is one of the most utilized pieces of equipment for field staff and is essential to the Operations Department year-round. Additionally, it is used by multiple departments for various tasks such as excavation, asphalt and road repairs, sinkhole restorations, pulling services, loading road raw materials onto the dump truck and sludge handling at the Oliver P. Roemer Water Filtration Plant. District staff has identified a need to purchase a new backhoe loader to complete various tasks efficiently and effectively.

**DISCUSSION:**

District staff researched and found a contract awarded by the Sourcewell that would be in the best interest of the District to “piggyback” from. Sourcewell is a State local government unit and service cooperative created under the laws of the State of Minnesota that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada.

Piggybacking is a term used when an agency uses an existing procurement contract from another agency as justification and documentation to form their own contract directly with the vendor to purchase the same or similar items or services. Under Section 10: Exceptions to Competitive Sourcing of the District’s Purchasing/Procurement Policy, piggybacking is permitted as an exception to competitive sourcing thus not requiring the District to conduct formal solicitation. Sourcewell’s formal solicitation process is substantially similar to that of the District’s process and participation by the District is also permitted.

Sourcewell issued a Request for Proposals (RFP) for heavy construction equipment with related attachments and technology, including backhoe loaders on November 15, 2022 and final proposals were due on January 17, 2023. Eighteen firms submitted proposals for various heavy construction equipment. In evaluating the proposals, Sourcewell scored for categories including conformance to RFP Requirements, Pricing, Financial Viability and Marketplace Success, Ability to Sell and Deliver Service, Marketing Plan, Value added Attributes, Warranty, and Depth and Breadth of Offered

Equipment, Products, or Services. Caterpillar, Inc. scored the highest overall. Sourcewell awarded a contract expires on April 14, 2027 for heavy construction equipment with related attachments and technology to Caterpillar, Inc. By piggybacking with Sourcewell's agreement, the District has realized savings of 22% (\$46,000.90) for a total of \$182,313.64 for a new 2024 Caterpillar Backhoe Loader. Sourcewell's solicitation and proposal evaluation documents are attached as **Exhibit A**.

District staff contacted QUINN CAT in Riverside to obtain a quote for a new 2024 Caterpillar backhoe loader shown in **Exhibit B**.

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2024/25 Capital Budget and will be funded from project number W25025 titled "Caterpillar Backhoe" with a budget of \$190,000.00.

**STAFF RECOMMENDATION:**

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

1. Authorize participating in Sourcewell contract pricing with QUINN CAT in Riverside to purchase a new 2024 Caterpillar Backhoe Loader; and
2. Authorize the General Manager to execute all necessary documents.

**ATTACHMENT(S):**

1. Exhibit A - Sourcewell Bid and Evaluation Documents
2. Exhibit B - QUINN CAT Riverside Contract Pricing

# EXHIBIT A



**RFP #011723**  
**REQUEST FOR PROPOSALS**  
**for**  
**Heavy Construction Equipment with Related Attachments and Technology**

**Proposal Due Date: January 17, 2023, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	November 15, 2022
Pre-proposal Conference:	December 6, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	January 9, 2023, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>January 17, 2023, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	January 17, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

---

<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## II. SOLICITATION DETAILS

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.



## B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Heavy Construction Equipment with Related Attachments and Technology, including, but not to limited to, the following types of heavy construction equipment:

- a. Wheeled, tracked, and backhoe loaders;
- b. Motor graders;
- c. Wheeled and tracked excavators;
- d. Bulldozers, compactors, scrapers, articulated and rigid haulers; and,
- e. Cranes.

Proposers may include related equipment, accessories, attachments, technology, and services, to the extent these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. A Proposal must include **at least one** of the following four equipment types to be considered within scope of this solicitation. For purposes of Section II. B. 2. and its subsections, the term “published” means information that is readily available within the proposer’s printed literature or website and the proposer has verified the accuracy of the information:

- a. A wheel loader with published net horsepower (HP) of at least 300 HP;
- b. A wheeled or tracked excavator with a published net horsepower of at least 150 HP;
- c. A motor grader with a published maximum operating weight of at least 30,000 lbs; or,
- d. A rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3. The primary focus of this solicitation is on Heavy Construction Equipment with Related Attachments and Technology. This solicitation should NOT be construed to include:

- a. Construction services; and,
- b. Equipment accessory, attachment, and supply only solutions.

4. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Equipment Rental with Related Services (RFP #062320);
- b. Forklifts and Lift Trucks with Related Services (RFP #091520);

- c. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121);
- d. Roadway Maintenance Equipment (RFP #080521);
- e. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
- f. Roadway Paving Equipment (RFP #060122);
- g. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #TBD); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal. Proposers may also include used

equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$950 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment,

products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### **IV. CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

#### **V. RFP PROCESS**

##### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

##### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the

Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcwell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

**VI. EVALUATION AND AWARD**

**A. EVALUATION**

It is the intent of Sourcwell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcwell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcwell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcwell has any knowledge about a specific supplier or product.

**B. AWARD(S)**

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcwell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcwell Evaluator Scoring Guide (a copy is available in the Sourcwell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50



Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell’s notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;

- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/15/2022

Addendum No. 1

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is a proposer required to have a CAGE or Unique Entity Identifier (SAM) code?

**Answer 1:**

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

---

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/15/2022, is required at the time of proposal submittal.



12/21/2022

Addendum No. 2

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**RFP Amendment:**

As the result of the publication of two RFPs included in the equipment, products, or services of this solicitation, RFP Subsections II. B. 4. g - h. are revised to remove the (RFP #####) placeholders, update the RFP title of RFP Subsection II. B. 4. g., and insert the actual RFP numbers, to read as follows:

\* \* \* \*

- g. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923).

\* \* \* \*

The remainder of the RFP content remains unchanged.

---

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/21/2022, is required at the time of proposal submittal.



12/29/2022

Addendum No. 3

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

What information does Sourcewell require, if any, on a quote provided by an awarded supplier to a participating entity?

**Answer 1:**

Refer to Section 6. A. – Orders and Payment, of the Sourcewell contract template. “...order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller.”

**Question 2:**

How does Sourcewell track what is sold on the contract for administrative fee verification from an awarded supplier?

**Answer 2:**

Refer to Section 8. A. – Contract Sales Activity Report, of the Sourcewell contract template. “Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract.

Refer also to Section 8. B. – Administrative Fee, of the Sourcewell contract template. “Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.”

---

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/29/2022, is required at the time of proposal submittal.



01/6/2023

Addendum No. 4

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is there a dollar amount limit for non-contract, sourced, or open market items that can be included in a proposal? Are they also subject to the administrative fee?

**Answer 1:**

Sourcewell has not set a specific dollar limit for non-contract, sourced, or open market items. However, to be considered for a contract award a proposer's primary offering of equipment, products, or services must be within scope of RFP Section II. B. – Requested Equipment, Products, or Services.

Refer to RFP Section III. B. – Administrative Fees and Section 8. B. – Administrative Fee of the Sourcewell contract template for additional information regarding administrative fees. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

**Question 2:**

Can you elaborate more and/or give an example on what you are looking for in the question below from Table 10, Line Item 55 from the proposal questionnaire?

Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.

**Answer 2:**

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/6/2023, is required at the time of proposal submittal.





01/10/2023

Addendum No. 5

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Regarding Line Item 17 of the proposer questionnaire, are there any specific licenses or certifications that you are looking for?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

Regarding Line Items 24 & 25 of the proposer questionnaire, if we don't do any direct business with eligible Sourcewell participants, government, education or non-profit customers are the references required?

**Answer 2:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial viability and marketplace success. Proposals are evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/10/2023, is required at the time of proposal submittal.



# The New York State Contract Reporter

*NYS' official source of contracting opportunities  
Bringing business and government together*

## Contracting Opportunity

**Title:** Heavy Construction Equipment with Related Attachments and Technology

**Agency:** Sourcewell

**Division:** Procurement Department

**Contract Number:** 011723

**Contract Term:** 4 years, with potential 1 year extension

**Date of Issue:** 11/15/2022

**Due Date/Time:** 01/17/2023 4:30 PM  
Central Time

**County(ies):** All NYS counties

**Classification:** Vehicles & Equipment - *Commodities*

**Opportunity Type:** General

**Entered By:** Chris Robinson

**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Service-Disabled Veteran-Owned Set Aside:** No

**Business entities awarded an identical or substantially similar procurement contract within the past five years:**

BOMAG Americas, Inc.

Caterpillar, Inc.

CNH Industrial America, LLC

Grove U.S. LLC dba Manitowoc

Hyundai Construction Equipment Americas, Inc.

John Deere Construction Retail Sales

Komatsu America Corp.

Link Belt Cranes

Volvo Construction Equipment North America, LLC

## Contact Information

**Primary contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
rfp@sourcewell-mn.gov

**Submit to contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
rfp@sourcewell-mn.gov

## Bid Results

Bid Results have not been entered

## Awards

Awards have not been entered

© 2022, Empire State Development <http://www.esd.ny.gov/>

AFFIDAVIT OF PUBLICATION



# DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**  
**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS AND TECHNOLOGY**  
**Sourcewell; Bid Location Staples, MN, Todd County; Due 01/17/2023 at 04:30 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/16/2022

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE **16th** DAY OF **November, 2022**

**Nick Bjork**

Notary Public-State of Oregon



**SOURCEWELL**  
**HEAVY CONSTRUCTION EQUIPMENT**  
**WITH RELATED ATTACHMENTS**  
**AND TECHNOLOGY**  
**Proposals due 4:30 pm,**  
**January 17, 2023**  
**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.  
Published Nov. 16, 2022. 12173819

**Carol Jackson**  
**Sourcewell**  
202 12th St NE  
Staples, MN 56479-2438

Order No.: 12173819  
Client Reference No:

# LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

### PROOF OF PUBLICATION

Sourcewell  
Sourcewell  
PO BOX 219  
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

11/17/2022, 11/24/2022

and that the fees charged are legal.  
Sworn to and subscribed before on 11/24/2022

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.  
11/17, 11/24/22 8060849

*D. Roberts*

Legal Clerk

*Mariah Verhagen*

Notary, State of WI, County of Brown

*8-25-26*

My commission expires

Publication Cost: \$36.80  
Order No: 8060849 # of Copies:  
Customer No: 727698 1  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

MARIAH VERHAGEN  
Notary Public  
State of Wisconsin





Beaufort Gazette  
Belleville News-Democrat  
Bellingham Herald  
Bradenton Herald  
Centre Daily Times  
Charlotte Observer  
Columbus Ledger-Enquirer  
Fresno Bee

The Herald - Rock Hill  
Herald Sun - Durham  
Idaho Statesman  
Island Packet  
Kansas City Star  
Lexington Herald-Leader  
Merced Sun-Star  
Miami Herald

el Nuevo Herald - Miami  
Modesto Bee  
Raleigh News & Observer  
The Olympian  
Sacramento Bee  
Fort Worth Star-Telegram  
The State - Columbia  
Sun Herald - Biloxi

Sun News - Myrtle Beach  
The News Tribune Tacoma  
The Telegraph - Macon  
San Luis Obispo Tribune  
Tri-City Herald  
Wichita Eagle

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	346675	Print Legal Ad-IPL00980790 - IPL0098079		\$132.13	1	18 L

Attention: Carol Jackson

SOURCEWELL  
PO BOX 219  
STAPLES, MN 56479

### REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Heavy Construction Equipment with Related Attachments and Technology** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.  
IPL0098079  
Nov 15 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 11/15/2022

Ending Issue of: 11/15/2022

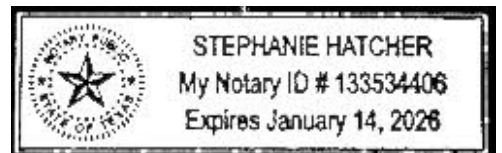
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 15th day of November in the year of 2022

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



*Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.*

Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy

# Hammer 'almost blacks out' with 64

**Adam Schupak**  
Golfweek | USA TODAY Network

ST. SIMONS ISLAND, Ga. — After making his first cut on the PGA Tour as a professional last week in Houston, Cole Hammer is taking advantage of a sponsor's exemption into the RSM Classic, grabbing the first-round lead by carding nine birdies for a career-low 8-under 64 at the Plantation Course at Sea Island Resort.



**Hammer**

"I almost blacked out there for a little bit," Hammer said Thursday. "It went by in a heartbeat, but at the same time was a long day."

And an unseasonably cold one at that. The temperature at the seaside course barely broke 50 degrees. Having previously played in the Jones Cup, an amateur tournament held at nearby Ocean Forest, Hammer had experienced the wind whipping off the water in these parts and bundled up in four layers and a beanie.

"When I played the Jones Cup, it was 35 degrees, blowing 30 and raining so I told myself I'll never play in weather like that again," he said. "I was ready for it."

What Hammer wasn't ready for was six consecutive missed cuts to start his pro career, an unexpectedly sharp learning curve after a decorated amateur career topped off by leading Texas to a national championship in June.

"It was a really dark period and I didn't know what was going on," he said. "I just was putting so much pressure on myself early in the tournament that I'd get behind the 8-ball."

After missing the cut at the Wyndham Championship in August, he did a deep dive on his swing with instructor Bruce Davidson and is starting to see the fruits of their labor. Ten days ago, he narrowly missed securing guaranteed starts at the final stage of Korn Ferry

Tour Q-School and then opened with a 74 in the opening round of the Cadence Houston Open.

"As soon as I made a bogey, I felt like the world was ending," he explained. "In Houston I just relaxed, took a deep breath and I made some bogeys. I basically just told myself that I can come back and nobody plays perfect golf and that's what I was trying to do."

Hammer shot 65 in the second round to make the cut and finished T-27. It gave him a jolt of confidence, especially when he found out after his final round that he had secured a sponsor invite into the RSM Classic.

"I was batting zero on the PGA Tour. I needed to get that monkey off my back," he said. "To do that in my hometown event in Houston was huge for me."

Hammer noted that he didn't sleep well Wednesday night and started his round with low expectations. "I hit my best drive of the day on No. 1, my 10th hole, and that swing gave me some confidence going into the back nine. I hit a wedge to like 2 feet and knocked that in," Hammer said.

That was his fifth birdie of the day and before long he looked up and spied his last name atop the leaderboard. "I saw some cameras show up, I knew I was doing something right," he said.

Hammer's opening-round 64 was a stroke better than rookie Ben Griffin, who also played the Plantation Course. England's Callum Tarren, who said the weather reminded him a little too much of home, and Beau Hossler tied for the low round of the day at the Seaside Course with 6-under 64s.

Hossler, a 27-year-old Texas grad who is still seeking his first victory on the PGA Tour, said he could relate to Hammer's slow start in the pro ranks: "I think there's a learning curve and once he gets comfortable at this level, just like I did, I think you start to say I can compete with these guys."

# With so much on line, Ko opens with 65 in CME

**Beth Ann Nichols**  
Golfweek | USA TODAY Network

NAPLES, Fla. — Lydia Ko made bogey on the opening par 5 at Tiburon Golf Club to begin the CME Group Tour Championship, but that did nothing to foreshadow the rest of the day.

Ko, leader of the Rolex Player of the Year race and Vare Trophy, paces the field after a 7-under 65 Thursday. The 25-year-old Kiwi holds the course record at Tiburon, 62, and won this tournament in 2014. She recorded eight birdies and shot 31 on the back nine.

"The first four holes into the wind is a beast," said Ko. "It's a beast without the wind. So I knew that if I could just hang on and just stay patient, there was going to be a lot of opportunities, and I was able to grab a lot of them in the back nine. So definitely nice to finish off that way."

An 18-time winner on the LPGA, Ko last won the LPGA Player of the Year in 2015. She leads Minjee Lee by one point in the POY race. Lee opened with a 71 and is tied for 23rd. Players must finish in the top 10 to earn points.

Nelly Korda, winner of last weekend's Pelican Ladies Championship and current No. 1, made a 20-footer for bogey on the second hole that felt like a birdie. She opened with a 4-under 68 with dropped shots, hitting all 14 fairways. "It was kind of sporadically windy," said Korda, "but then I guess once I got over a couple of my shots the winds died, so those were my like two mistakes."

Brooke Henderson withdrew from last week's Pelican event with an injury to her upper back and said that she wasn't even sure if she could tee it up this week. The Canadian lives part time here in Naples and felt well enough on Thursday to shoot 68. Henderson, a two-time winner this year, said she made some adjustments to her swing to be able to play.



**Lydia Ko took the first-round CME Group Tour Championship lead with a 65 Thursday.** LYNNE SLADKY/AP

Danielle Kang spent four days with Butch Harmon last week in Las Vegas and felt good about swing changes they're making coming into the week, jotting notes down on her glove. Kang spent a month in South Korea with In-bee Park, where she tied for 10th at the BMW Ladies Championship.

Kang, who revealed over the summer that she has a tumor on her spine, lost in a playoff at the Walmart NW Arkansas Championship to Atthaya Thititkul and tied for third at the LPGA Mediheal, after returning to competition after a months-long break.

"I really wish at one point we can just get to a point where I don't want to be associated with so much health things as I'm here, I'm standing in front of you guys, I'm playing golf," said Kang.

"Body and being physically in the top best shape is something we're always going to be thinking about as athletes. So the way I warm up, the way I have to approach certain type of things, is — there has been obstacles that's been set in front of me, but that's kind of part of life, right? Nothing is going to be fluid."

## MLB UNANIMOUS CY YOUNG WINNERS

### Verlander wins for third time at 39

At 39 and in his first season back from Tommy John surgery, Justin Verlander returned to the Houston Astros and completed one of the finest seasons of his 17-year MLB career, which earned him his third Cy Young Award.

The right-hander was unanimously voted the American League winner Wednesday by the Baseball Writers' Association of America.

Chicago White Sox right-hander Dylan Cease (14-8, 2.20 ERA) finished second in the voting and Toronto Blue Jays right-hander Alek Manoah (16-7, 2.24 ERA) finished third; both were named



**Verlander**

on all 30 ballots.

Verlander is the 11th pitcher to win three or more Cy Young Awards, also earning the honors in 2011 and 2019. Roger Clemens won a record seven.

Verlander had pitched just six innings since 2019 but dominated his opponents over 175 innings in 2022. He produced a 1.75 ERA, the lowest by an AL pitcher in a full season since Hall of Famer Pedro Martinez in 2000.

The future Hall of Famer and nine-time All-Star also led the AL in wins (18), WHIP (0.83), opponent batting average

(.186) and hits per nine innings (5.97). In 12 starts following a Houston loss, he went 9-0 with a 1.11 ERA.

Verlander's 220 adjusted ERA and 0.829 WHIP also ranked best in the majors.

### Alcantara also Marlins' 1st-timer

Sandy Alcantara was named the National League Cy Young Award winner Wednesday, becoming the first pitcher in Miami Marlins franchise history to earn the honor and the third winner hailing from the Dominican Republic.

Alcantara went 14-9 with a 2.28 ERA in 32 starts, topping the majors with six

complete games and 228 ⅓ innings pitched. The workhorse right-hander received all 30 first-place votes in BBWAA balloting conducted at the end of the regular season.

Alcantara, 27, was an All-Star for the second time in his career and had a sub-2.00 ERA as late as Aug 21. His 8.0 bWAR was the majors' best, and he became the first pitcher since 2016 to throw at least six complete games. In fact, no other team in baseball had more than five in 2022.

Left-handers Max Fried of the Atlanta Braves and Julio Urias of the Los Angeles Dodgers finished second and third.

## MARKETPLACE TODAY

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

To view more Classified listings, visit: classifieds.usatoday.com

<p><b>NOTICES</b></p> <p><b>PUBLIC NOTICE</b></p> <p><b>Choice Partners</b>, is a national cooperative that will be accepting proposals in response to the following Request for Proposals (RFP). Interested proposers may go to <a href="http://www.choicepartners.org">www.choicepartners.org</a> and register to download the solicitation or call 713.696.1337.</p> <p><b>RFP 23/017KN</b> Office Supplies &amp; Related Items. All Proposals must be received by Tuesday, December 20, 2022 @ 2:00 pm central time via the HCDE online eBid System at the following link: <a href="https://hcdebid.ionwave.net">https://hcdebid.ionwave.net</a>.</p>	<p><b>PUBLIC NOTICE</b></p> <p><b>NOTICE TO OFFERORS</b></p> <p><b>Instructional Aids, Materials and Athletic Products</b> Request for Proposal # 23-13P</p> <p>1GPA will receive responses electronically via OpenGov Procurement at: <a href="https://procurement.opengov.com/portal/1GPA">https://procurement.opengov.com/portal/1GPA</a> Until December 15, 2022 @ 11:00 AM Arizona Time</p> <p>Electronic sealed responses are required and will be publicly opened through Zoom immediately following the deadline for receiving responses. See the solicitation for more information.</p> <p>Solicitations may be downloaded online at the link above.</p> <p>For additional information please contact <b>Rebecca Seifert</b> at 866-306-3893 or <a href="mailto:rseifert@1gpa.org">rseifert@1gpa.org</a></p>	<p><b>CHANGE OF NAME</b></p> <p><b>Change Of Name</b> I, Harsh Saraiya s/o Pankaj Saraiya, r/o San Francisco, CA shall be known as Harsh Saraiya-Tran for all future purposes.</p>	<p><b>INVESTMENTS</b></p> <p><b>INVEST \$50K IN MEDIA GET BACK \$1 MILLION</b></p> <p>Pot'l: Invest \$50k, get back \$7k weekly for 156 weeks = \$1 Million</p> <p>Also, you can invest as low as \$99 or more as well Visit: <a href="http://www.secrets40.com">http://www.secrets40.com</a> or <a href="http://www.50kdeal.com">http://www.50kdeal.com</a> 212-260-5650</p>	<p><b>MARKETPLACE</b></p> <p><b>BOOKS / PUBLICATIONS</b></p> <p><b>A Garden Observed: Cultivating A Life</b> by Melanie Boyer</p> <p>Enchanting 220 page coffee-table devotional filled with garden photography Available on Amazon</p>
<p>Let it be known, an unrebuted ecclesiastic agreement with witnesses' has been reached between minister Diane-Marie and the private men, Richard-Michael: DeWine, Thomas-A: Aigler, David-J.: Claus, Eric: Smith, Marc-A.: Linder, Christopher-J.: Hilton, Kevin: Karn, Evan: Ely. The full text of the agreement may be seen at <a href="http://www.thewaythetruthandthelifeofjesus.blogspot.com">www.thewaythetruthandthelifeofjesus.blogspot.com</a> and <a href="http://www.allcreatorsgifts.blogspot.com">www.allcreatorsgifts.blogspot.com</a></p>	<p><b>Request for Proposal (RFP)</b></p> <p>E&amp;I Cooperative Services, Inc. invites the submission of sealed proposals for:</p> <p><b>EI00186-2022RFP for Learning Management Systems</b></p> <p>Proposals are due by <b>1:00 PM ET on Monday, January 9, 2023.</b></p> <p>Respondents must submit their RFP response using E&amp;I's Electronic Sourcing Solution which is accessible via <a href="https://www.eandi.org/contract-finder/rfp-development/">https://www.eandi.org/contract-finder/rfp-development/</a>. E&amp;I does not accept hard copy submissions or submissions through any other medium other than its Electronic Sourcing Solution.</p> <p><b>E&amp;I is committed to developing mutually advantageous business relationships with minority, women, disabled, veteran, and service-disabled veteran-owned businesses.</b></p>	<p><b>ANNOUNCEMENTS</b></p> <p><b>HAVE YOU BEEN CLASSIFIED AS A HIGH RISK DRIVER DUE TO DUI, DWI OR TICKETS FOR AGGRESSIVE DRIVING?</b></p> <p>Serenity is here to help by making SR-22 insurance easy to get and affordable for everyone.</p> <p><b>800-509-9315</b> THE CALL &amp; QUOTE ARE FREE.</p>	<p><b>FINANCIAL SERVICES</b></p> <p>Are you getting hit with high interest rates because of a low credit score? Improve it today!</p> <ul style="list-style-type: none"> <li>FREE Consultation</li> <li>FREE Credit Evaluation</li> </ul> <p><b>800-852-4931</b></p>	<p><b>HEALTH/FITNESS</b></p> <p><b>ATTENTION</b></p> <p>If you've had Hernia Surgery and have experienced any <b>COMPLICATIONS</b> you may be entitled to <b>SIGNIFICANT CASH COMPENSATION.</b></p> <p>CALL THE HERNIA MESH HELPLINE NOW AT <b>800-478-7176</b></p>
<p>Successful Advertisements start with <b>USA TODAY Marketplace</b></p> <p>To advertise in USA TODAY, call: <b>1-800-397-0070</b></p>	<p>Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for <b>Heavy Construction Equipment with Related Attachments and Technology</b> to result in a contracting solution for use by its Participating Entities.</p> <p>Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.</p> <p>A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <a href="https://portal.sourcewell-mn.gov">https://portal.sourcewell-mn.gov</a></p> <p>Only proposals submitted through the Sourcewell Procurement Portal will be considered.</p> <p>Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.</p>	<p><b>BUSINESS</b></p> <p><b>BUSINESS OPPORTUNITIES</b></p> <p><b>Your Prosperity and Good Health Matters!</b> Great News! Visit us at <a href="http://www.prosperityandgoodhealth.com">www.prosperityandgoodhealth.com</a> or call our 24/7 Toll Free Hotline <b>1-888-701-0320</b> Affiliate Opp.</p>	<p><b>IMPROVE YOUR CREDIT SCORE</b></p>	<p><b>HEALTH/FITNESS</b></p> <p><b>TALCUM POWDER SETTLEMENT</b></p> <p>If you or a loved one has been diagnosed with ovarian cancer after using talcum based products you may be entitled to significant compensation</p> <p><b>800-208-3526</b></p>
		<p><b>SHADE SAIL OPPORTUNITY</b></p> <p>Make money as an Authorized Dealer for the World's leading maker of Shade Sails. Go to: <a href="http://www.custommadeshadesails.com">www.custommadeshadesails.com</a> for the details and sign up.</p>	<p><b>ELIMINATE your overwhelming debt</b></p> <p>We can help if your total debt is \$10,000 or more!</p> <ul style="list-style-type: none"> <li>CREDIT CARD DEBT</li> <li>MEDICAL DEBT</li> <li>PERSONAL LOANS</li> </ul> <p><b>800-825-1306</b></p> <p>Avoid bankruptcy today and start over completely debt-free. <b>THE CALL IS FREE.</b></p>	<p><b>AUCTIONS</b></p> <p><b>AUCTIONS</b></p> <p><b>US Treasury Dept. Auctions</b></p> <p>Seized, Forfeited &amp; Abandoned Assets Real Estate • Boats • Planes • Designer Goods Jewelry • Watches • Gold • Electronics &amp; More! No Buyer's Premiums Charged</p> <p><b>cwsmarketing.com</b> <b>855-463-3183</b> CWSAMS</p>

**Opportunity Notice**  
**Heavy Construction Equipment with  
Related Attachments and Technology**

Category: Goods

Potential vendors (bidders)  
may view the bid package  
here.

[View Bid Package](#)

Interested vendors (bidders)  
who wish to submit a  
response to this opportunity  
should register their interest  
by downloading the  
document(s) from the bid  
package.

[View Interested Vendors \(Bidders\)](#)

**Opportunity Information**

**Organization:** Canoe Procurement Group of Canada  
**Organization Address:**  
**Reference Number:** AB-2022-06557  
**Solicitation Number:** AB-2022-06557  
**Solicitation Type:** Request for Proposal  
**Posting (MM/dd/yyyy):** 11/17/2022  
04:30:00 PM Alberta Time  
**Closing (MM/dd/yyyy):** 01/17/2023  
03:30:00 PM Alberta Time  
**Last Update (MM/dd/yyyy):** 11/17/2022  
04:15:53 PM Alberta Time  
**Agreement Type:** NWPTA/TILMA & CFTA & CETA & TCA  
**Region of Opportunity:** Open  
**Region of Delivery:** Alberta  
**Opportunity Type:** Open & Competitive  
**Commodity Codes:**  
N3815: Crane and Crane-Shovel Attachments  
N3805C: Excavator, Hydraulic, Truck Mounted  
N3805FC: Loaders, Scoop Type, Wheeled 4x4, One Cubic Yard or Less  
N3805FB: Loaders, Scoop Type, Wheeled 4x4, One Cubic Yard or Larger  
N3810: Cranes and Crane-Shovels  
N3805: Earthmoving and Excavating Equipment  
N3805K: Earth and Rock Hauling Trucks and Trailers  
N3805D: Graders, Road, Motorized  
N3805B: Excavator, Hydraulic, Crawler Mounted

**Response Submission:**

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://proportal.sourcewell-mn.gov>

Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Response Contact:**

Robinson, Chris  
Procurement Manager  
2510 Sparrow Drive  
Nisku, Alberta T9E 8N5  
Tel: 218-895-4168  
Email: [rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

**Response Specifics:**

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support <https://proportal.sourcewell-mn.gov>.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

**Opportunity Description:**

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMN, NSF, FPEIM, MNL, NWTAC and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, Canoe/Sourcewell is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology with to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

© APC - All rights reserved. No part of the information contained in this Web Site may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the Manager, Centre of Expertise via: [SA.APCRquests@gov.ab.ca](mailto:SA.APCRquests@gov.ab.ca). His Majesty the King in right of Alberta and the Alberta public sector entities that use APC are not responsible or liable for the accuracy of the information contained in the publication. It is the responsibility of interested parties to review the opportunity posting for changes or updates prior to the

**Bid RFP #011723 - Heavy Construction Equipment with Related Attachments and Technology**

Bid Type **RFP**

Bid Number **011723**

Title **Heavy Construction Equipment with Related Attachments and Technology**

Expected Start Date **Nov 15, 2022 12:00:00 AM CST**

Expected End Date **Jan 17, 2023 4:30:00 PM CST**

Agency **Sourcewell**

Bid Contact **Chris Robinson**  
 (218) 895-4168  
 rfo@sourcewell-mn.gov  
 202 12th Street NE  
 P.O. Box 219  
 Staples, MN 56479-0219

**Questions**  
 0 Questions  
 0 Unanswered  
[\[View Questions\]](#)  
**Edit Bid**  
[\[Edit\]](#)

**Description**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Pre-Bid Conference**

Date **Dec 6, 2022 10:00:00 AM CST**  
 Location **Online Conference**  
 Notes **Login information will be emailed two business days prior to the event.**

**Documents**

No Documents for this bid



[Bids Homepage](#) [Find more bids](#) [Create Account](#) [Login](#)

## View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

**Bid Details**

**Goods**  
 RFP - General  
 RFP 011723  
 Heavy Construction Equipment with Related Attachments and Technology

**Open**  
 Tue Jan 17, 2023 4:30:00 PM (CST)  
 Mon Jan 9, 2023 4:30:00 PM (CST)  
 Not Applicable

**Electronic Auctions:**  
 English unless specified in the bid document

**Submission Type:**  
 Online Submissions Only

**Submission Address:**  
 Online Submissions Only

**Public Opening:**  
 No

**Description:**  
 Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Heavy Construction Equipment with Related Attachments and Technology** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov/>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **January 17, 2023, at 4:30 p.m. Central Time**, and late proposals will not be considered.

**Bid Document Access:**  
 Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.  
[Show Categories \[+\]](#)

**Categories:**

[Submit a Question](#)   [Register for this Bid](#)   [Download Bid Documents](#)

## Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Tuesday December 6, 2022 10:00 AM (CST)	No	

Documents	File Name	Pages
	<b>RFP_011723_Heavy_Construction_Equipment</b> Monday November 14, 2022 12:27 PM	13 <a href="#">Download</a>
	<b>RFP_011723_Heavy_Construction_Equipment_Contract_Template</b> Monday November 14, 2022 12:28 PM	18 <a href="#">Download</a>
	<b>RFP_011723_Heavy_Construction_Equipment_Login_Instructions</b> Friday December 2, 2022 09:29 AM	1 <a href="#">Download</a>
	<b>RFP_011723_Heavy_Construction_Equipment_Login_Instructions_Updated_120722</b> Wednesday December 7, 2022 03:10 PM	-- <a href="#">Download</a>

Addenda	File Name	Pages
	<b>Addendum_1_Heavy_Construction_Equipment_RFP_011723</b> Thursday December 15, 2022 09:27 AM	1 <a href="#">Download</a>



View Edit Delete Revisions

OPEN

## Heavy Construction Equipment with Related Attachments and Technology

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Important Dates

- Pre-Proposal Conference: December 6, 2022 at 10:00 am CST
- Proposals Due: January 17, 2023 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)



Bidding

Type 1 Bid Notice Only

- ➔ Publish
- Bid Announcements
- Doc. Taker's List



**Publish** /Verify Contents

Save as Template

Solicitation Setting

- Invite Bidders No
- Evaluate Response online No
- Internal Approval No
- Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	011723
Solicitation Name	Heavy Construction Equipment with Related Attachments and Technology	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name 011723 Heavy Construction Equipment

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	11/15/2022	Closing Date & Time	01/17/2023 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

- Automotive/ Industrial
- Heavy Equipment/ Vehicles Dump trucks, bull-dozers, cranes, asphalt rollers, etc. tractors Office trailers, skid loader, earthmovers, heavy duty vehicles, excavators, caterpillar, graders, trains etc.



Solicitation Overview

**Heavy Construction Equipment with Related Attachments and Technology**

011723

**Closing Date: 01/17/2023 04:30:00 PM CT**

**Detail:**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Notice

### Basic Information

**Estimated Contract Value (CAD)** \$3,800,000,000.00 (Not shown to suppliers)  
**Reference Number** 0000236008  
**Issuing Organization** Sourcewell  
**Owner Organization**  
**Solicitation Type** RFP - Request for Proposal (Formal)  
**Solicitation Number** 011723  
**Title** Heavy Construction Equipment with Related Attachments and Technology  
**Source ID** PP.CO.USA.868485.C88455

### Details

**Location** All of Canada, All of Canada  
**Purchase Type** Duration:4 years  
**Description** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Dates

**Publication** 2022/11/15 09:26:17 AM EST  
**Question Acceptance Deadline** 2023/01/09 05:30:00 PM EST  
**Questions are submitted online** No  
**Bid Intent** Not Available  
**Closing Date** 2023/01/17 05:30:00 PM EST

**Prebid Conference** 2022/12/06 01:00:00 AM EST

### Contact Information

Procurement Department  
 218-894-1930  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

### Pre-Bidding Events

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 2022/12/06 01:00:00 AM EST  
**Location** Online Conference  
**Event Note** Login information will be emailed two business days prior to the event.

### Bid Submission Process

**Bid Submission Type** Electronic Bid Submission  
**Pricing** In attached document  
**Pricing** In attached document  
**Bid Documents List**

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes



## Categories

### Selected Categories

GSIN Category (1)	
G	<b>Goods</b> Goods
N38	<b>Construction, Mining, Excavating And Highway Maintenance Equipment</b> Construction, Mining, Excavating And Highway Maintenance Equipment
N3800	<b>CONSTRUCTION, MINING, EXCAVATING AND HIGHWAY MAINTENANCE EQUIPMENT</b> Construction, mining, excavating and highway maintenance equipment
MERX Category (1)	
G	<b>Goods</b> Goods
G28	<b>Special Purpose Vehicles</b> Special Purpose Vehicles
UNSPSC Categories (4)	
22000000	<b>Building and Construction Machinery and Accessories</b>
22100000	<b>Heavy construction machinery and equipment</b>
22101500	<b>Earth moving machinery</b>
22101700	<b>Heavy equipment components</b>
22101900	<b>Building construction machinery and accessories</b>
22102000	<b>Building demolition machinery and equipment</b>



## Proposal Opening Record

Date of opening: January 17, 2023

Sourcewell posted Request for Proposal #011723, for the procurement of Heavy Construction Equipment with Related Attachments and Technology, on the Sourcewell Procurement Portal [[portal.sourcewell-mn.gov](http://portal.sourcewell-mn.gov)] on Tuesday, November 15, 2022, and the solicitation remained in an open status within the portal until January 17, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 17, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #011723 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Caterpillar, Inc. - Submitted 1/17/23 at 4:10:22 PM  
CNH Industrial America, LLC - Submitted 1/17/23 at 12:55:10 PM  
Doosan Infracore North America - Submitted 1/17/23 at 10:42:22 AM  
Gradall Industries, Inc. - Submitted 1/12/23 at 8:01:35 PM  
Grove U.S., LLC dba Manitowoc - Submitted 1/16/23 at 10:51:24 AM  
Hitachi Construction Machinery America's, Inc. - Submitted 1/17/23 at 11:11:54 AM  
Hi-Vac Corporation - Submitted 1/16/23 at 4:23:39 PM  
Hyundai Construction Equipment Americas, Inc. - Submitted 1/15/23 at 10:14:34 AM  
John Deere Shared Services, LLC - Submitted 1/12/23 at 2:48:05 PM  
Kobelco Construction Machinery U.S.A. - Submitted 1/17/23 at 11:06:30 AM  
Komatsu America Corp. - Submitted 1/17/23 at 12:43:04 PM  
LBX Company, LLC - Submitted 1/16/23 at 8:44:10 AM  
Liebherr USA, Co. - Submitted 1/17/23 at 11:53:35 AM  
Link-Belt Cranes - Submitted 1/16/23 at 2:39:01 PM  
LiuGong Construction Machinery North America, LLC - Submitted 1/17/23 at 1:47:35 PM  
MAZIO ATTACHMENTS, LLC - Submitted 1/17/23 at 3:41:06 PM  
SANY America, Inc. - Submitted 1/17/23 at 3:57:09 PM  
Volvo Construction Equipment North America - Submitted 1/10/23 at 9:00:46 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on January 17, 2023, at 4:31:28 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:  
*Kim Austin*  
6830543C58384D1...

---

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:  
*Carol Jackson*  
6EE63AEDED5F46E...

---

Carol Jackson, Procurement Analyst

**Proposal Evaluation  
Heavy Construction Equipment with Related Attachments and Technology RFP #011723**



Possible Points	Caterpillar, Inc.	CNH Industrial America, LLC	Doosan Infracore North America	Gradall Industries, Inc.	Grove U.S., LLC	Hitachi Construction Machinery America's, Inc.	Hi-Vac Corporation	Hyundai Construction Equipment Americas, Inc.	John Deere Shared Services, LLC
Conformance to RFP Requirements	44	40	39	43	36	40	39	40	41
Pricing	329	338	316	333	278	333	319	333	339
Financial Viability and Marketplace Success	75	65	62	63	59	60	61	62	62
Ability to Sell and Deliver Service	100	82	78	80	79	79	75	78	87
Marketing Plan	50	41	40	40	38	40	39	41	41
Value Added Attributes	75	64	61	58	58	61	55	58	64
Warranty	50	41	40	41	41	44	40	42	41
Depth and Breadth of Offered Equipment, Products, or Services	174	162	162	154	139	161	140	162	171
Total Points	857	838	798	812	728	818	768	816	846
<b>Rank Order</b>	<b>1</b>	<b>4</b>	<b>14</b>	<b>11</b>	<b>16</b>	<b>9</b>	<b>15</b>	<b>10</b>	<b>3</b>

Possible Points	Kobelco Construction Machinery, USA	Komatsu America Corp.	LBX Company, LLC	Liebherr USA Co.	Link-Belt Cranes	LiuGong Construction Machinery North America, LLC	MAZIO ATTACHMENTS, LLC	SANY America	Volvo Construction Equipment North America
Conformance to RFP Requirements	43	43	36	38	41	42	41	41	44
Pricing	348	343	265	336	329	340	329	329	334
Financial Viability and Marketplace Success	75	63	55	57	62	55	59	59	64
Ability to Sell and Deliver Service	100	83	73	75	81	80	79	79	85
Marketing Plan	50	43	35	37	41	41	42	42	43
Value Added Attributes	75	63	56	58	60	60	60	60	64
Warranty	50	43	40	43	41	44	42	42	44
Depth and Breadth of Offered Equipment, Products, or Services	200	166	146	165	154	158	168	168	159
Total Points	835	847	706	809	809	820	820	820	837
<b>Rank Order</b>	<b>6</b>	<b>2</b>	<b>17</b>	<b>12.5</b>	<b>12.5</b>	<b>7.5</b>	<b>7.5</b>	<b>7.5</b>	<b>5</b>

DocuSigned by:  
**James Voelker**  
15F6C0FFA61E4A0...

James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:  
**Michael Muñoz**  
0B0204E40D3E445...

Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:  
**Carol Jackson**  
6EE63AEDEED5F46E...

Carol Jackson, Procurement Analyst

DocuSigned by:  
**Bill Davison**  
679614F597034BA...

Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

2024 Sourcewell Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)

**Track Type Tractors**

D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	One Time Only
D10	One Time Only

**Note**

Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational.  
 All new machines are subject to a commodity surcharge of up to 20% (In some cases, increased tire costs may cause this number to be greater)  
 All new attachments (CAT work tools) are subject to a commodity surcharge of up to 25%  
 Dealer costs (example: pre delivery inspection, assembly, freight to final location, etc.) are not subject to list discount  
 Attachments (CAT work tools) purchased with new machine on same invoice are subject to same list discount as machine  
 Non-Attached CAT OEM Work Tools are attachments sold on a standalone order without a machine purchase  
 Parts and Service is offered by the servicing dealer at local rates

**Wheeled Excavators**

M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%

**Material Handlers**

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%
MH3040	26.00%
MH3050	26.00%
MH3250	26.00%
MH3260	26.00%

**Telehandlers**

TH255	23.00%
TH408	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

**Motor Graders**

120	34.00%
120GC	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

**Skid Steer Loaders**

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

**Compact Track Loaders**

239	21.00%
249	21.00%
255	21.00%
259	21.00%
265	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

**Excavators**

300.9	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
301.9	20.00%
302	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
305	20.00%
306	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
317	19.00%
317GC	20.00%
320	15.00%
320GC	18.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
340	16.00%
350	10.00%
352	10.00%
374	10.00%
395	10.00%

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)
<b>Forest Machines</b>	
538	15.00%
548	15.00%
558	15.00%
568	15.00%
<b>Backhoe Loaders</b>	
415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%
<b>Wheel Tractor Scrapers</b>	
621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
651	18.00%
657	18.00%
<b>Articulated Trucks</b>	
725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%
<b>Rigid Frame Trucks</b>	
770	3.00%
773	3.00%
775	3.00%
<b>Landfill Compactors</b>	
816	12.00%
826	12.00%
836	12.00%
<b>Wheel Dozers and Soil Compactors</b>	
814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	One Time Only
<b>Wheel Loaders</b>	
903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
920	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950	18.00%
962	18.00%
966GC	20.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%
988GC	11.00%
<b>Track Loaders</b>	
953	19.00%
963	22.00%
973	23.00%
<b>Non-Attached CAT OEM Worktools</b>	
	15.00%
<b>Parts &amp; Service</b>	
	N/A
<b>Technology Solutions</b>	
	N/A
<b>Caterpillar Safety Services</b>	
	15.00%
<b>Job Site Solutions</b>	
	N/A



## Solicitation Number: RFP # 011723

### CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).



Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

#### 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease



2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

**WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

**21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Intentionally omitted.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

**Sourcewell**

**Caterpillar Inc.**

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer

DocuSigned by:  
*Patrick Kearns*  
By: 68A87926721B4E0...  
Patrick Kearns  
Title: Vice President Sales & Marketing,  
Construction Industries

Date: 5/5/2023 | 9:41 AM CDT

Date: 5/24/2023 | 9:13 AM PDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

# RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

---

## Vendor Details

Company Name: Caterpillar Inc  
Address: 100 NE Adams St  
Peoria, IL 61629  
Contact: Sean Egel  
Email: egel\_sean\_j@cat.com  
Phone: 309-675-1399  
HST#:

## Submission Details

Created On: Tuesday November 15, 2022 14:22:18  
Submitted On: Tuesday January 17, 2023 16:10:22  
Submitted By: Sean Egel  
Email: egel\_sean\_j@cat.com  
Transaction #: aaaa61ae-0c73-4610-8208-b80e2e0b4448  
Submitter's IP Address: 192.189.129.23

---

## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039
6	Proposer website address (or addresses):	<a href="https://www.caterpillar.com/">https://www.caterpillar.com/</a> , <a href="https://www.cat.com/en_US.html">https://www.cat.com/en_US.html</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
-----------	----------	------------

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary.</p> <p>In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc.</p> <p>With 2021 sales and revenues of \$51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy &amp; Transportation – and providing financing and related services through our Financial Products segment.</p> <p>Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability.</p> <p>Caterpillar's Code of Conduct that can be found at <a href="https://www.caterpillar.com/en/company/code-of-conduct.html">https://www.caterpillar.com/en/company/code-of-conduct.html</a></p>	*
11	What are your company's expectations in the event of an award?	<p>Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.</p> <p>Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract.</p> <p>We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: <a href="https://investors.caterpillar.com/overview/default.aspx">https://investors.caterpillar.com/overview/default.aspx</a></p> <p>Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: <a href="https://investors.caterpillar.com/financials/sec-filings/default.aspx">https://investors.caterpillar.com/financials/sec-filings/default.aspx</a>. Both documents are included as attachments in our Financial Strength and Stability Documents.</p> <p>As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials.</p> <p>In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.</p>	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application.</p> <p>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs.</p> <p>Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.</p> <p>As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
-----------	----------	------------

19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021                  Fortune Magazine World's Most Admired Companies                  World &amp; North America Dow Jones Sustainability Index                  Forbes Best Employers for diversity 2020 and 2021                  #82 Best Global Brands- Interbrand 2021                  The Wall Street Journal Best Managed Companies in 2020 and 2021                  The Wall Street Journal World's Most Sustainably Managed Companies                  Human Rights Campaign Foundation Corporate Equality Index                  Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program                  U.S. President's Volunteer Service Award from Junior Achievement                  Corporate Equality Index – Human Rights Campaign Foundation                  CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China)                  Corporate Social Responsibility Research Center of Southern Weekly (China)                  Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China)                  2020 Global 500 – Fortune Magazine                  America's Most Responsible Companies 2020, 2021 &amp; 2022 – Newsweek                  Best-Managed Companies of 2020 &amp; 2021 – The Wall Street Journal                  Top Companies for Customer Satisfaction – The Wall Street Journal                  The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor                  Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes                  2020 Best Places to Work for Disability Inclusion – Disability Equality Index                  World's Best Employers 2020 – Forbes                  Best Employers for Women 2020 – Forbes                  America's Best Employers by State 2020 – Forbes                  America's Best Employers for Diversity 2020 – Forbes                  Best Employers for New Grads 2020 – Forbes                  Global 2000 – Forbes 2020, 2021 &amp; 2022                  Best Employers for Veterans 2020 and 2021– Forbes                  Top Veteran-Friendly Company – U.S. Veterans Magazine                  #1 Great Place to Work – Great Place to Work Institute (Brazil)                  #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil)                  Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign                  Top of Mind Company "Industry category" (Piracicaba, Brazil)                  Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan)                  Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment &amp; Promotion Center (Japan)                  Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan)                  Hyogo Childcare Supporting Company Award (Japan)                  Science &amp; Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.</p>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint.</p> <p>Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.</p>



23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts.  Final sales for the year 2022 have yet to be fully reported.	*
----	--	---	---

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	<p>The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed.</p> <p>Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>
27	Dealer network or other distribution methods.	<p>The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment.</p> <p>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.</p> <p>Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage <a href="https://www.cat.com/en_US/support/dealer-locator.html">https://www.cat.com/en_US/support/dealer-locator.html</a> to locate dealers by location.</p>

<p>28</p>	<p>Service force.</p>	<p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience.</p> <p>In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time.</p> <p>Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <ol style="list-style-type: none"> <li>1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.</li> <li>2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine.</li> <li>3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar.</li> <li>4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee.</li> </ol> <p>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.</p>

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running.</p> <p>Some of our service solutions include:</p> <ul style="list-style-type: none"> <li>-Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor &amp; manage the fuel consumption, identify the operators who would need extra training, and plan &amp; schedule your maintenance. All of which will maximize your uptime.</li> <li>-Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs.</li> <li>-S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet.</li> <li>-Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.</li> </ul>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include:</p> <ol style="list-style-type: none"> <li>1) Press Release</li> <li>2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada)</li> <li>3) Government Training &amp; Safety Days (Government customer training events at Caterpillar facilities)</li> <li>4) Announcement in our governmental customer e-newsletter</li> <li>5) Feature on our governmental focused website: <a href="http://www.cat.com/governmental">www.cat.com/governmental</a></li> <li>6) Announcement on our social media channels (FB, Instagram, LinkedIn)</li> <li>7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum &amp; Products Expo, and APWA PWX &amp; Annual Rodeo)</li> <li>8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)</li> </ol>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers.</p> <ul style="list-style-type: none"> <li>- Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need.</li> <li>- Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments.</li> <li>- Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own.</li> <li>- Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation.</li> </ul> <p>Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from <a href="http://cat.com">cat.com</a>, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We do offer a e-procurement ordering process for parts via <a href="http://parts.cat.com">parts.cat.com</a>. We can also integrate into a variety of procurement systems for high volume customers.</p> <p>Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
-----------	----------	------------

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.</p> <p>Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: <a href="https://catsimulators.com/">https://catsimulators.com/</a></p>
----	---	---

41	Describe any technological advances that your proposed products or services offer.	<p>Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment.</p> <p>Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine.</p> <p>Cat Payload - Precisely load targets every time for faster cycle times.</p> <p>Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption.</p> <p>Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.</p> <p>Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance.</p> <p>Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.</p> <p>Cat Tractors: Stable Blade - Produces a smoother surface finish.</p> <p>Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage.</p> <p>Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity.</p> <p>Autodig - consistent high bucket fill factors delivers up to 10% more productivity. *</p> <p>Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button.</p> <p>Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded.</p> <p>Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction.</p> <p>Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping.</p> <p>Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft.</p> <p>Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety.</p> <p>Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents.</p> <p>Cat Command - Remote control in operations where an operator could be at safety risk.</p> <p>Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.</p>
----	--	---



42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future.</p> <p>We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services.</p> <p>Caterpillar is engineering a brighter future through:</p> <ul style="list-style-type: none"> <li>- Product innovations</li> <li>- Advanced technologies leveraging know-how and R&amp;D</li> <li>- Usage of renewable fuels and fluids</li> <li>- Solutions to improve jobsite efficiency</li> <li>- Maintenance solutions</li> <li>- Manufacturing operations' carbon efficiency</li> </ul> <p>Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey.</p> <p>Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges.</p> <p>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.</p> <p>Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.</p> <p>For more on sustainability please visit our full report attached in the Financial and Stability attachment section.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> <li>1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018</li> <li>2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021</li> <li>3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017</li> <li>4) Mapleton - 14001:2004 self-certification issued Jan 2013</li> <li>5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021</li> <li>6) Reman Services - Franklin - ISO 14001:2004-May 2017</li> </ol>

44 Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.

Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct.

For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director.

One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.

Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.

Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Diverse Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.

For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.

\*

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p><b>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST:</b>                  Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p><b>CAT SAFETY SERVICES / SAFETY FEATURES:</b>                  In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.</p> <p>In addition to built-in safety features, we also offer products and services that are unique in the industry.</p> <p>Cat Safety Services include, but are not limited to, the following:                  Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.</p> <p>Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.</p> <p>Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.</p> <p>Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.</p> <p>Training - can be conducted with e-learning courses on <a href="http://safelyhome.cat.com">http://safelyhome.cat.com</a>, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc.</p> <p>Fleet Management &amp; Services through Caterpillar Job Site Solutions:                  We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today.</p> <p>Details on products and services are available at <a href="http://www.cat.com/safety">www.cat.com/safety</a>. More information can be found in the additional document section. Pricing can be found in the pricing document section.</p>
-----------	---	--

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.
52	Describe any service contract options for the items included in your proposal.	<p>We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options.</p> <p>1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:</p> <ol style="list-style-type: none"> <li>1) Powertrain</li> <li>2) Powertrain + Hydraulics</li> <li>3) Powertrain + Hydraulics + Technology</li> <li>4) Premier</li> </ol> <p>A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires.</p> <p>2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.</p> <p>The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer both leasing and financing options to governmental members of Sourcwell at rates lower than available to the general public.</p> <p>Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs:</p> <ul style="list-style-type: none"> <li>- Equipment &amp; Attachments</li> <li>- Parts</li> <li>- Service</li> <li>- Rebuilds</li> </ul> <p>Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here:  <a href="https://www.cat.com/en_US/support/financing-protection.html">https://www.cat.com/en_US/support/financing-protection.html</a></p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcwell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcwell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcwell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcwell for all items that are subject to the administrative fee.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcwell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products.</p> <p>Caterpillar is pleased to offer a wide variety of products for Sourcwell members. Excluding paving products, equipment and services awarded on 060122-CAT these include:</p> <ul style="list-style-type: none"> <li>- Cat Backhoe Loaders (9 models offered)</li> <li>- Cat Compact Track Loader/Skid Steer Loader (14 models offered)</li> <li>- Cat Track/Wheel Hydraulic Excavators (41 models offered)</li> <li>- Cat Motor Graders (7 models offered)</li> <li>- Cat Telehandlers (8 models offered)</li> <li>- Cat Track Loaders (3 models offered)</li> <li>- Cat Track/Wheel Dozers (15 models offered)</li> <li>- Cat Wheel Loaders (19 models offered)</li> <li>- Cat Wheel Tractor Scrapers (7 models offered)</li> <li>- Cat Articulated Trucks (5 models offered)</li> <li>- Cat Rigid Frame Trucks (2 models offered)</li> <li>- Cat Material Handlers (3 models offered)</li> <li>- Cat Landfill Compactors (3 models offered)</li> </ul> <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>Services and support include:</p> <ul style="list-style-type: none"> <li>- Cat Attachments (Worktools)</li> <li>- Cat Technology</li> <li>- Cat Safety Services</li> <li>- Cat Job Site Solutions</li> </ul> <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>- Services and support brochures can be found in the additional documents section by name of offering.</p> <p>For more detailed information on each of these products/offering see the following website: <a href="https://www.cat.com/en_US.html">https://www.cat.com/en_US.html</a></p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A



**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	NIA
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

**Table 14C: Required Offering of Equipment**

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	NIA

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
  - [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
  - [Marketing PlanSamples](#) - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
  - WMBEIMBEISBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
  - Standard Transaction Document Samples (optional)
  - [Upload Additional Document](#) - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_5_Heavy_Construction_Equipment_RFP_011723</b> Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Heavy_Construction_Equipment_RFP_011723</b> Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Heavy_Construction_Equipment_RFP_011723</b> Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Heavy_Construction_Equipment_RFP_011723</b> Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Heavy_Construction_Equipment_RFP 011723</b> Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1

## SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

### **Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)**

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

#### **ARTICLE I: GRANT OF LICENSE**

##### **A. GRANT OF LICENSE. During the term of the Contract:**

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

**B. LIMITED RIGHT OF SUBLICENSE.** The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

### C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
  - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
  - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
  - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
  - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

### ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
  1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
  2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
  3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:  
 SOURCEWELL  
 By: Jeremy Schwartz  
 C0FD2A139D06489...  
 Name: Jeremy Schwartz  
 Title: Director of Operations and Procurement  
 Date: 5/24/2023 | 2:45 PM CDT

DocuSigned by:  
 Caterpillar  
 By: Patrick Kearns  
 68A87926721B4E0...  
 Name: Patrick Kearns  
 Title: Vice President Sales & Marketing - North America  
 Date: 5/24/2023 | 12:48 PM PDT

# EXHIBIT B





180244-01

Oct 14, 2024

WEST VALLEY WATER DISTRICT  
ATTENTION PURCHASING  
PO BOX 920  
RIALTO, California 92376-0920

**Sourcewell member #144741**



Attention: RUDY OLGINE

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

**STOCK NUMBER:                      SERIAL NUMBER:                      YEAR:                      SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

*Jose Farias*

Jose Farias  
Machine Sales Representative  
Phone 760.399.6404  
Email jose.farias@quinncompany.com

**One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.**

## **Standard Equipment**

### **BOOMS, STICKS, AND LINKAGES**

#### **BACKHOE**

- 14'4" Center pivot backhoe  
4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

### **POWERTRAIN**

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock

### **HYDRAULICS**

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter

### **ELECTRICAL**

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights

### **OPERATOR ENVIRONMENT**

#### **LOADER**

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig  
(automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator
- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for  
Fuel  
Engine oil  
Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle

- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

**FLUIDS**

- Antifreeze - Extended Life Coolant

-20F (-30C)

**OTHER STANDARD EQUIPMENT**

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator

- guard
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

**MACHINE SPECIFICATIONS**

420 07A BACKHOE LOADER CFG2	542-7992
TRIM PACKAGE 4 INCLUDES: 544-0883 CAB, DELUXE 554-4188 HYD, MP, 6FCN/8BNK, ST, QC 544-0930 PT, 4WD/2WS AUTOSHIFT 543-4284 STICK, EXTENDABLE, 4.3M (14FT) 545-5048 DISPLAY, TOUCH SCREEN 491-6736 WORKLIGHTS (8) LED LAMPS 611-0345 SEAT, DELUXE FABRIC, HEATED 542-7810 AIR CONDITIONER, S5 (T4F) 337-9696 COUNTERWEIGHT, 460 KGS (1015 LBS) 551-6453 RIDE CONTROL 548-1231 LINES, COMBINED AUX, E-STICK 540-2298 STANDARD RADIO (12V) 551-6940 COLD WEATHER PACKAGE, 120V 567-5090 AUTO-UP STABILIZERS 423-7607 PLATE GROUP - BOOM WEAR 353-1389 GUARD, STABILIZER	642-9589
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540
SEAT BELT, 3" SUSPENSION	206-1748
PRODUCT LINK, CELLULAR, PLE643	639-4880
TIRES, 340 80-18/500 70-24, MX	533-0488
STEERING STOP	570-9674
STABILIZER PADS, FLIP-OVER	9R-6007
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
BEACON, MAGNETIC MOUNT	211-4292
DISPLAY, SECURITY, ENABLED	573-0397
FENDERS, FRONT 4WD	563-6098
MIRRORS, EXTERNAL, BOTH SIDES	382-2499
<b>BUCKET-MP, 1.4 YD3, IT</b>	216-8840
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
<b>COUPLER, PG, HYDR.D.LOCK, BHL</b>	485-5303
<b>BUCKET-HD, 18", 4.2 FT3</b>	219-3386

**WARRANTY & COVERAGE**

Standard Warranty: 12 MONTHS FULL MACHINE

SELL PRICE	\$209,095.00
<b>SOURCEWELL DISCOUNT (22%)</b>	<b>(\$46,000.90)</b>
<b>TOTAL PRICE</b>	<b>\$163,094.10</b>
EXTENDED WARRANTY (48M / 2000H Premier)	\$2,900.00
FREIGHT, PREP & DEL	\$3,200.00
<b>NET BALANCE DUE</b>	<b>\$169,194.10</b>
TIRE FEE	\$7.00
SALES TAX (7.75%)	\$13,112.54
<b>AFTER TAX BALANCE</b>	<b>\$182,313.64</b>

**2024 Sourcewell Contract# 011723-CAT**

**INCLUDES FOLLOWING SERVICE WITH PURCHASE**

- **48 Months / 2000 Hours Full Machine Warranty**
- **Online Monitoring Online Access** – Hours and Location
- **Free Training by Certified Demo Operator:** *(will take 2-3 hours when machine arrives to go over all functions and features as well as daily inspections)*
- **Service & Parts** *(Online Access)*
- **Free Delivery to Rialto, CA**

**F.O.B./TERMS:**

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



**BOARD OF DIRECTORS  
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE  
STAFF REPORT**

**DATE:** October 24, 2024  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH FONTANA SIERRA INDUSTRIAL, LLC FOR SAN BERNARDINO GATEWAY BUSINESS PARK / APN: 0239-151-09 AND 0239-151-38

---

**BACKGROUND:**

Fontana Sierra Industrial, LLC (“Developer”) is the owner of land located east of Sierra Avenue, and north of Casa Grande Drive in the City of Fontana, known as APN: 0239-151-09 and 0239-151-38 (“Development”). The proposed development includes the construction and operation of one warehouse with offices (approximately 200,500 square feet). The Developer will construct approximately 556 lineal feet of new 12-inch ductile iron pipe on Sierra Avenue to install water services for domestic, fire and irrigation purposes for the project.

**DISCUSSION:**

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

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

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

1. Authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with Fontana Sierra Industrial, LLC

2. Authorize the General Manager to execute all necessary documents related to the agreement.

**ATTACHMENT(S):**

1. Attachment A - WICA

# Attachment A



## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **Fontana Sierra Industrial, LLC** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **San Bernardino Gateway Business Park/ APN: 0239-151-09 and 0239-151-38** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **San Bernardino Gateway Business Park Water Improvement Plans for Sierra Industrial Building**, as represented and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

## 2. CONSTRUCTION

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

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

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

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

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

## 3. LICENSES AND PERMITS

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

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

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

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

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

c. Workers' Compensation Insurance: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory

minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.

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

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

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

b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

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

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

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

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

a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional

insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor as stated in Section 3.2 of this agreement. The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Water Improvement Plans for Sierra Industrial Building**, is **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "C", shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the Contractor's cost proposal.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
 Attn: General Manager  
 Post Office Box 920  
 Rialto, CA 92377  
**RE: Water Improvement Plans for Sierra Industrial Building**

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

DEVELOPER NAME: **Fontana Sierra Industrial, LLC**  
 ATTN TO: **Jason Korengold**  
 ADDRESS: **130 Vantis Street, Suite 200, Aliso Viejo, CA 92656**  
**RE: Water Improvement Plans for Sierra Industrial Building**

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

SURETY NAME: **TBD**  
 ATTN TO: **TBD**  
 ADDRESS: **TBD**  
**RE: Water Improvement Plans for Sierra Industrial Building**

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

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

## **8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

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

## **9. INSPECTION**

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

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

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

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

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

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

9.7 Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved

plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

## **10. TESTING AND DISINFECTION**

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

## **11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

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

## **12. AS-CONSTRUCTED DOCUMENTATION**

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

## **13. INDEMNIFICATION**

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

a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the



acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.

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

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

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

## **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

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

## **15. COSTS AND FEES**

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

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

## **16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM**

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

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

## **18. BREACH OR DEFAULT OF AGREEMENT**

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

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

**19. SUCCESSORS BOUND**

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

**20. ENFORCEMENT OF PROVISIONS**

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Thiel, General Manager

**DEVELOPER:**

**FONTANA SIERRA INDUSTRIAL, LLC,  
a California limited liability company**

**By: Shea Properties Management Company,  
Inc., a Delaware corporation, its manager**

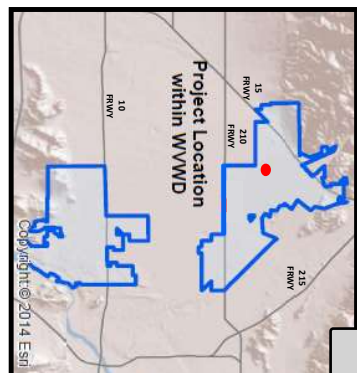
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jason Korengold, Senior Vice President  
Authorized Agent

# Exhibit A



San Bernardino Gateway Business Park/ APN: 0239-151-09 and 0239-151-38

Exhibit A



# Exhibit B

**WATER LINE CONSTRUCTION NOTES**

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND WATER FACILITIES.
2. THE CONTRACTOR SHALL ASSIST FOR 1-PER CONSTRUCTION TESTING WITH CONSTRUCTION.
3. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REGULATIONS, COMPLIANCE THEREOF SHALL BE STRICTLY ENFORCED DURING THE PERIOD OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE PROJECT.
4. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE DESIGN, INSTALLATION AND TESTING OF THE WATER LINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
5. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES OR TO ANY OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL UNCOVER/PROTECT AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
8. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND WATER FACILITIES.
9. THE CONTRACTOR SHALL ASSIST FOR 1-PER CONSTRUCTION TESTING WITH CONSTRUCTION.
10. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REGULATIONS, COMPLIANCE THEREOF SHALL BE STRICTLY ENFORCED DURING THE PERIOD OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE PROJECT.
11. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE DESIGN, INSTALLATION AND TESTING OF THE WATER LINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
12. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES OR TO ANY OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
13. THE CONTRACTOR SHALL UNCOVER/PROTECT AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.

**BENCHMARKS**

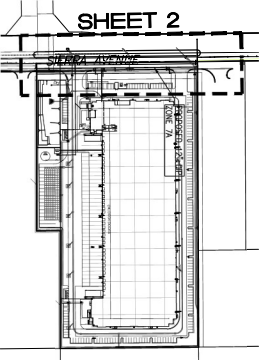
CALLING BENCHMARK 1-B-17  
 BENCH MARK IS IN THE CONCRETE BASE OF THE SOUTH LEG OF AN EXISTING CONCRETE DRIVEWAY. THE BENCHMARK IS A 6" DIA. STEEL ROD, 2.5' W/ST W/ST WEST OF BENCHMARK.

**WATER LINE CONSTRUCTION NOTES (CONT.)**

28. THE CONTRACTOR SHALL NOT CONSTRUCT WITHIN THE 20' BUFFER OF THE DISTRICT APPROVAL DATE.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.

**WEST VALLEY WATER DISTRICT  
 WATER IMPROVEMENT PLANS**

**SIERRA INDUSTRIAL BUILDING  
 5187 SIERRA AVE. FONTANA, CA**



**DESIGN**

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED AND PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA, CHAPTER 16, CALIFORNIA WATERWORKS STANDARD OF THE STATE OF CALIFORNIA.

**GENERAL CONSTRUCTION NOTES**

1. STANDARD FOR TRENCHING SHALL BE THE DISTRICT STANDARDS AND WEST VALLEY WATER DISTRICTS.
2. TRENCHING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
3. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REGULATIONS, COMPLIANCE THEREOF SHALL BE STRICTLY ENFORCED DURING THE PERIOD OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE PROJECT.
4. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE DESIGN, INSTALLATION AND TESTING OF THE WATER LINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
5. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES OR TO ANY OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL UNCOVER/PROTECT AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
8. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND WATER FACILITIES.
9. THE CONTRACTOR SHALL ASSIST FOR 1-PER CONSTRUCTION TESTING WITH CONSTRUCTION.
10. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REGULATIONS, COMPLIANCE THEREOF SHALL BE STRICTLY ENFORCED DURING THE PERIOD OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE PROJECT.
11. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE DESIGN, INSTALLATION AND TESTING OF THE WATER LINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
12. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES OR TO ANY OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
13. THE CONTRACTOR SHALL UNCOVER/PROTECT AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF THE PROJECT FROM THE WORKER'S NEGLIGENCE THROUGH THE SOLE NEGLIGENCE OF THE CONTRACTOR.

**WATER CONSTRUCTION NOTES:**

1. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
2. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
3. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
4. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
5. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
6. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
7. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
8. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
9. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
10. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
11. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
12. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
13. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
14. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
15. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
16. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
17. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
18. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
19. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
20. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
21. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
22. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
23. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
24. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
25. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
26. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
27. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
28. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
29. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
30. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
31. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
32. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
33. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
34. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.
35. TRENCH 12" SERVICE AND 2" WATER (MINIMUM) PER WMO STD. B-4.

**CITY:**

FONTANA

**FIRE**

THE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

NAME OF FIRE AGENCY PERSONNEL SIGNING BELOW

DATE

**DESIGN**

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION OF A CIVIL ENGINEER LICENSED IN STATE OF CALIFORNIA AND ARE IN ACCORDANCE WITH TITLE 26, CODE OF REGULATIONS, CHAPTER 16, CALIFORNIA WATERWORKS STANDARD OF THE STATE OF CALIFORNIA.

NAME OF DESIGN ENGINEER

DATE

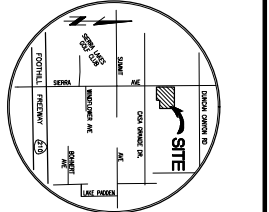
**WATER**

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE DISTRICT WATER DISTRICT AND THAT THE DISTRICT IS WILLING AND ABLE TO SIGN WATER TO SERVICE THIS DISTRICT.

NAME OF WATER DISTRICT

DATE

**NOTICE TO CONTRACTOR:**  
 CONTRACTORS SHALL VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.



**WEST VALLEY WATER DISTRICT**  
 SIERRA INDUSTRIAL BUILDING  
 5187 SIERRA AVE. FONTANA, CA 92337

**THESIS ENGINEERING, INC.**  
 1000 N. GATEWAY AVENUE, SUITE 200  
 FONTANA, CA 92335  
 (951) 833-8888  
 WWW.THEENGINEERINGINC.COM

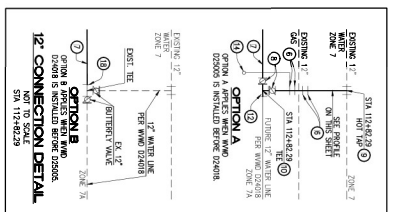
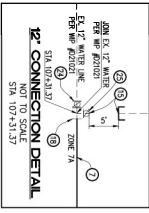
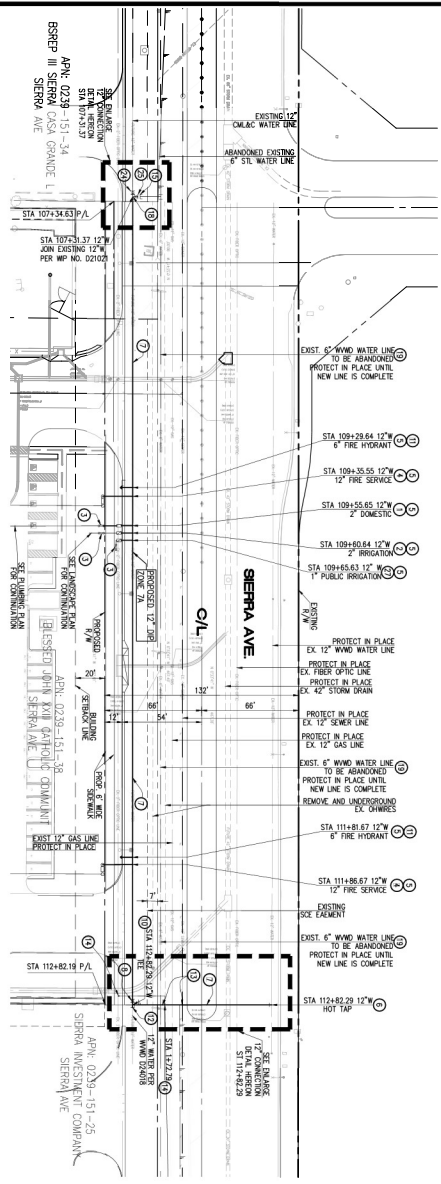
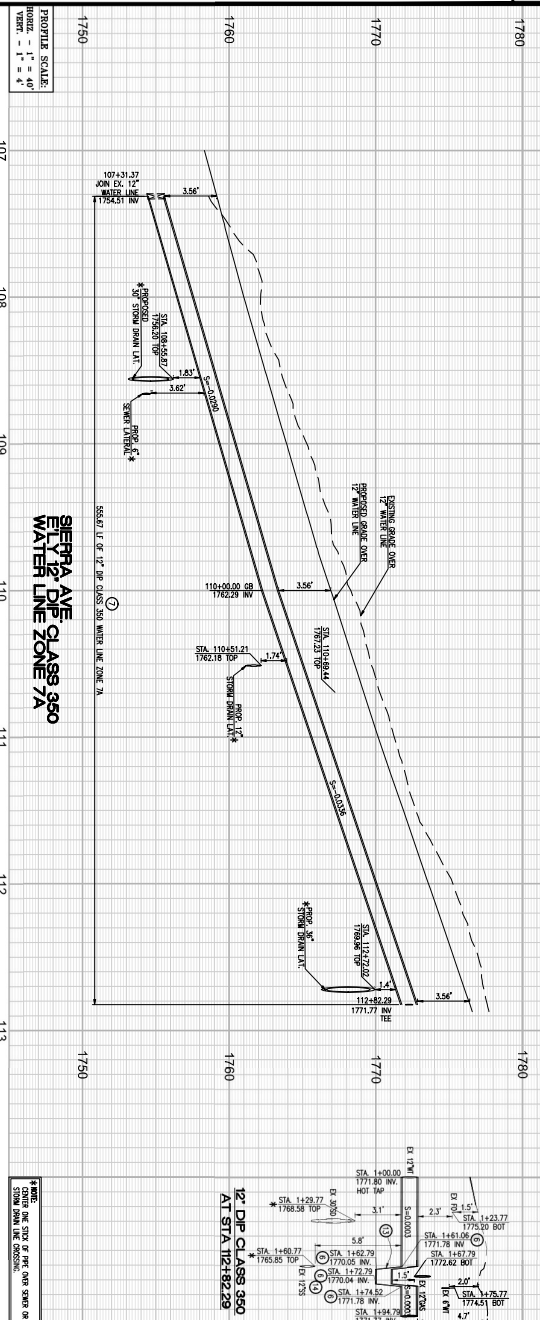
Project Engineer: *[Signature]*  
 License No: 44172  
 Title: **ENGINEER**

Project No: **D25005**

Zone: **7A**  
 Address: **E36 & F36**

Scale: **AS SHOWN**

Sheet: **1 of 2**



- ### WATER CONSTRUCTION NOTES
- INSTALL 7" SERVICE AND 7" WATER (CONCRETE) PER WWD STA. W-4.
  - INSTALL 7" SERVICE AND 7" WATER (PRECAST) PER WWD STA. W-5.
  - INSTALL 7" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-6.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-7.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-8.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-9.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-10.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-11.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-12.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-13.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-14.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-15.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-16.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-17.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-18.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-19.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-20.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-21.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-22.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-23.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-24.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-25.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-26.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-27.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-28.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-29.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-30.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-31.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-32.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-33.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-34.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-35.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-36.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-37.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-38.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-39.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-40.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-41.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-42.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-43.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-44.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-45.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-46.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-47.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-48.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-49.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-50.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-51.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-52.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-53.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-54.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-55.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-56.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-57.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-58.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-59.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-60.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-61.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-62.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-63.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-64.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-65.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-66.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-67.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-68.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-69.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-70.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-71.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-72.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-73.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-74.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-75.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-76.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-77.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-78.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-79.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-80.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-81.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-82.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-83.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-84.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-85.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-86.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-87.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-88.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-89.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-90.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-91.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-92.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-93.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-94.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-95.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-96.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-97.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-98.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-99.
  - INSTALL 12" RIGID POLYESTER MANHOLE DOME PER WWD STA. W-100.

**BENCHMARK:**  
**GLADWIN BENCHMARK / B-17**  
 BRASS CAP IN THE CONCRETE BASE OF THE SOUTH LEG OF AN  
 IRON PIPE POLE LOCATED AT THE INTERSECTION OF SIERRA AVE.  
 AND WOODLAND AVENUE. THE BENCHMARK IS 2.85' HIGHER THAN  
 THE MVD DATUM. ELEVATION = 1428.609 FEET (MVD 29)



Underground Services Map

CALL TOLL FREE  
1-800-277-2800

DATE	BY	REVISION

NO.	BY	DATE	APPROVED

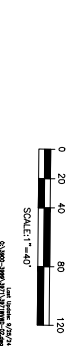
Drawn	AC	Checked	MS	Scored	AS
Job No.	3971				

**James E. Thompson, Inc.**  
 1514 Harrison Street  
 Hayward, CA 94621  
 Phone: (415) 881-1111  
 Fax: (415) 881-1112  
 Email: info@jethompson.com

**WEST VALLEY WATER DISTRICT**  
 SIERRA INDUSTRIAL BUILDING  
 5181 SIERRA AVE., FONTANA, CA 92337

Project Zone: 7A  
 E36 & F36  
 D25005

Scale: 1" = 40'





# Exhibit C

BOND NO. \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with Water Improvement Plans for **San Bernardino Gateway Business Park/APN: 0239-151-09 and 0239-151-38, (TBD)**. This premium charged on this bond is \$ \_\_\_\_\_ being at the rate of \$ \_\_\_\_\_ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

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

**Fontana Sierra Industrial, LLC:  
130 Vantis, Suite 200, Aliso Viejo, CA 92656:**

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

**San Bernardino Gateway Business Park/APN: 0239-151-09 and 0239-151-38 -  
Water System Installation in Accordance with Approved Water Improvement  
Plans for San Bernardino Gateway Business Park, dated (TBD).**

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

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

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety) duly authorized to transact business under the

laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**) no/100 dollars (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

**FONTANA SIERRA INDUSTRIAL, LLC,**

**a California limited liability company**

**By: Shea Properties Management Company,**

**Inc., a Delaware corporation, its manager**

By: \_\_\_\_\_

**Jason Korengold**

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

---

(NOTARIZATION AND SEAL)



**BOARD OF DIRECTORS  
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE  
STAFF REPORT**

**DATE:** October 24, 2024  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** APPROVE TASK ORDER WITH MICHAEL BAKER INTERNATIONAL,  
 INC FOR DESIGN OF PUMP STATION 7-2

---

**BACKGROUND:**

Pressure Zone (PZ) 7 is located to the north of Pressure Zone 6 in West Valley Water District's ("District") North System. Storage for Pressure Zone 7 is provided by reservoirs R7-1, R7-2, R7-3, and R7-4 located on Lytle Creek Road. Water is pumped from the Lower Pressure Zones 4, 5, and 6 into Pressure Zone 7 reservoirs. Currently there is one existing pump station (PS 7-1), pumping water supplies to the pressure zone reservoirs. The proposed Pump Station 7-2 is needed to supply future demands and provide redundancy in the event the other pump station is out of service for maintenance or repair.

The District entered into a Professional Services Agreement (PSA) with Michael Baker International, Inc. (MBI) to design the new Pump Station 7-2 (PS7-2) in preparation for the increased development that is projected to occur in Pressure Zone 7.

The coordination with SCE regarding the new electrical service has been completed, and MBI has successfully conducted the scope of work and provided deliverables as stated in the contract.

**DISCUSSION:**

Staff requested a proposal from MBI to update the design to include recently selected Supervisory Control and Data Acquisition (SCADA) and communications standards preferred by the District, confirm the pump selection, to insure there are no negative impacts to the current infrastructure and verify the proposed changes to the project meets regulatory requirements.

It is anticipated that with the added scope of work, the design services should proceed to develop a bid package for construction. Attached as **Exhibit A** is the proposal from MBI for the proposed services.

**FISCAL IMPACT:**

The cost to perform the proposed service as proposed by MBI is \$39,210.00. Staff is also requesting

that a \$20,000.00 contingency for any unforeseen future design service be approved by the Board. Therefore, the Task Order amount is \$59,210.00. This project is included in the Fiscal Year 2024/25 Capital Improvement Budget as W18021 Pump Station 7-2.

**STAFF RECOMMENDATION:**

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

1. Authorize entering into Task Order with Michael Baker International, Inc., in the amount of \$59,210.00 for the professional engineering services for the Design of Pump Station 7-2; and
2. Authorize the General Manager to execute all necessary documents.

**ATTACHMENT(S):**

1. Exhibit A - Design Amendment for Zone 7-2 Pump Station from MBI

September 13, 2024

JN 165353

Mr. Sean McNulty, PE  
West Valley Water District  
855 W Base Line Road  
PO Box 920  
Rialto, CA 92377

Subject: Design Amendment for Zone 7-2 Pump Station

Dear Mr. McNulty:

Michael Baker International (Michael Baker) began design services for West Valley Water District (the District) for Pump Station 7-2 in early 2018. The initial 90% submittal was provided in 2021. The initial scope of work included only the design of the pump station facility based on a pressure set point and desired pump flow rate provided by the District. This operational set point assumption is reflected in the 90% and Agency Review design documents. The project has since been on hold while the SCE service entrance was negotiated and designed. Now that the SCE service entrance design is complete, the 100% design can be completed. During the time since project initiation in 2018, changes have been made to the distribution system, design preferences have changed, and a system model has been created and calibrated. Because of these changes and the amount of time that has elapsed, a design assumption review is warranted before the project is finalized. The scope of work below is recommended by Michael Baker to ensure the final design meets the changing needs of the District upon project completion.

### **Task 1: Hydraulic Analyses Support**

MICHAEL BAKER understands that the DISTRICT will perform evaluations of their distribution system that will evaluate the flow rate and associated pressures that will be required from Pump Station 7-2. MICHAEL BAKER recommends that the hydraulic analyses include verification of the required flow rate, the distribution system's ability to accept the flows, and include a surge analysis that includes a surge anticipator pressure relief valve.

MICHAEL BAKER has budgeted 40 hours to support the DISTRICT or the DISTRICT's consultant with the hydraulic analyses. This includes scenario planning, providing information, discussion results, and other related work.

Upon Completion, MICHAEL BAKER requests a memorandum summary of the model approach, results and outcome, and a system curve be provided by the DISTRICT.

Deliverables: Correspondence and notes upon request.

### **Task 2: Pump Selection Verification and Update**

After completion of the hydraulic Analyses, MICHAEL BAKER will evaluate the pump selection using manufacturer's pump curves and the system curve from the hydraulic model. MICHAEL BAKER will

procure pump selections from a minimum of two (2) vendors based on the system curve. MICHAEL BAKER will revise the pump selection with a current vendor selection based on the pump curve.

MICHAEL BAKER will verify the number of pumps that can be operated concurrently based on the service entrance and generator sizing and the power requirements of the revised pump selection.

Deliverables: MICHAEL BAKER will provide a supplemental revision to the original Preliminary Design Report documenting the revised pump selection, electrical load verification, and permit requirements for the genset.

### **Task 3: Design Documents Update**

Upon completion of Tasks 1 and 2, MICHAEL BAKER will revise the current Agency Review drawings, specifications and cost opinion based on changes to the pump selection, including pumps, motors, and appurtenances. This revision is based on the revised pump selection still using 200 HP motors.

MICHAEL BAKER will review the District's preferred power monitoring system and make revisions to the drawings and specifications to include current preferences. The DISTRICT will provide example projects, cut sheets, or other information required to document the preferred power monitoring equipment and installation.

MICHAEL BAKER will review the District's preferred radio cabinet and make revisions to the drawings and specifications to include current preferences. The DISTRICT will provide example projects, cut sheets, or other information required to document the preferred radio cabinet and fabrication.

MICHAEL BAKER will develop a control narrative for Pump Station 7-2 based on information provided by the District. This narrative will be included in the Technical Specifications.

MICHAEL BAKER has budgeted up to 40 hours to support the DISTRICT or the DISTRICT's consultant to determine the appropriate requirements for the Contractor to provide SCADA integration. MICHAEL BAKER will incorporate the SCADA integration requirements in the technical specifications requiring the Contractor to procure the services of the DISTRICT's preferred system integrator.

MICHAEL BAKER understands that the DISTRICT will perform a test shut down to verify that Pump Station 7-1 can remain in service utilizing only the 16-inch suction line to the west while the existing 24-inch suction line to the east is out of service. The outcome and results of this test will be used by MICHAEL BAKER to incorporate shut down restrictions for the Contractor.

MICHAEL BAKER will provide a revised Agency Review Submittal for District review. After District review, MICHAEL BAKER will provide 100% bid documents incorporating the DISTRICT comments.

#### Deliverables:

- Agency Review (95% completion) plans, technical specifications, front end documents, and cost opinion.
- Final (100% completion) plans, technical specifications, front end documents, and cost opinion.

### **Task 4: Categorical Exemption**



Michael Baker will prepare a Notice of Exemption Form and supporting narrative to describe why the project qualifies for a Categorical Exemption pursuant to CEQA Guidelines Section 15301 Existing Facilities (Class 1) and CEQA Guidelines Section 15303 New Constructions or Conversion of Small Structures (Class 3). The brief supporting narrative will evaluate the project to ensure it meets applicable Class 1 and Class 3 Categorical Exemption requirements. Up to two exhibits will be included to support the Categorical Exemption.

The supporting narrative will also evaluate the project to ensure that none of the following exceptions to the use of Categorical Exemptions (as set forth under CEQA Guidelines Section 15300.2, Exceptions) apply to the project:

- a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located—a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
- b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
- c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
- d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.
- e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
- f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

This scope of work assumes the District will be responsible for filing with the State Clearinghouse Office of Planning and Research and County Clerk Recorder.

A Draft and Final Categorical Exemption will be provided to the District in electronic format.

Deliverables: Electronic copy of the Draft and Final Categorical Exemption prepared in Microsoft Word and PDF format and Exhibits (jpeg or PDF file format, as requested by the District)

**Understandings and Key Assumptions:**

1. The design will continue to use constant speed pumps. Design changes from constant speed pumps to variable frequency driven pumps is not included.
2. The pumps will remain approximately the same physical size, and the pump cans, suction and discharge piping, and other appurtenances will not change.

3. The pumps motors will remain as 200HP motors. Changes in pump motor size will require revisions to the electrical load calculations, conductors, conduits, and associated equipment. These revisions are not included and will require additional fee.
4. No additional surge improvements will be required other than the surge anticipator valve already incorporated in the design.
5. Michael Baker will review comments from 2023 and make revisions as necessary.
6. The DISTRICT will provide the District’s current front-end templates.

**Fee**

Task Description	Approximate Person Hours					Total Estimated Fee
	Technical Manager	Sr. Electrical Engineer	Electrical Engineer	Design Engineer	Environmental Assocaite	
	\$280	\$225	\$185	\$135	\$110	
1 Hydraulic Analysis Support	5			35		\$ 6,125
2 Pump Selection and Verification	8		8	24		\$ 6,960
3 Design Documents Update	8	15	30	40		\$ 16,565
3 SCADA Integration Support		10	30			\$ 7,800
4 CEQA and Permitting	2				10	\$ 1,660
<b>Person-Hours Task Subtotal</b>	<b>23</b>	<b>25</b>	<b>68</b>	<b>99</b>	<b>10</b>	<b>\$ 39,110</b>
Other Direct Costs						\$ 100
Total						\$ 39,210

ITEM	FEE	STATUS
Original Contract Price	\$169,839.00	Original Contract
Amendment 1: Structural & Electrical Changes	\$39,303.00	Executed
Amendment 2: SCE Coordination & Control	\$15,795.00	Executed
Amendment 3: Design Revisions	\$35,895.00	Executed
Amendment 4: Design Revisions	\$39,210.00	Proposed
<b>Proposed Contract Amount</b>	<b>\$300,042.00</b>	

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

Sincerely,



Miles Costanza, P.E.  
 Department Manager



**BOARD OF DIRECTORS  
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE  
STAFF REPORT**

**DATE:** October 24, 2024  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** CHANGE ORDER NO. 6 WITH PCL CONSTRUCTION, INC FOR THE OLIVER P. ROEMER WATER FILTRATION FACILITY UPGRADE AND EXPANSION PROJECT

---

**BACKGROUND:**

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

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

Attached as **Exhibit A** is Change Order No. 6 for the above referenced project. This change order includes items of work arising from unexpected utility conflicts with proposed improvements, lack of accurate as-built records and/or malfunctioning existing equipment, and owner requested changes. A brief description of each item of work listed in the change order is provided below:

1. Operations Building: The District requested PCL to expedite the construction schedule of the new operations building which resulted in cost impacts due to the overtime work. Other minor items of work included changing the ceramic-tile flooring to a more robust concrete-epoxy (stained concrete) flooring and the material and finish of the main training room's door.
2. Pavement Improvements: To allow safe entry into and out of the Roemer site onto North Riverside Avenue, the District requested PCL to design and construct a deceleration lane to widen the roadway to the ultimate road width fronting North Riverside Avenue, which requires additional traffic control, grading, demolition, paving and striping. In addition, because of the increased treatment capacity, District's operations staff requested to construct a new paved ramp to the west of the new Effluent Pump Station. This ramp will reduce the sludge-hauling distance from the backwash ponds to the sludge ponds and be safer for heavy

equipment to operate within the treatment plant. Furthermore, other additional minor pavement repairs are needed along West Via Bello Drive and North Linden Avenue due to the new 30-inch pipeline installation and a collapsed (subsidence) access road between the sludge ponds and Hydro station.

3. Unforeseen Services: Several unforeseen site conditions were encountered during the construction of the new retaining wall and the demolition of the existing slide gates for backwash ponds 4 and 5. These unforeseen conditions required the removal of an abandoned large diameter reinforced concrete pipe and additional efforts for the removal and reconstruction of the new slide gates. Also, at reservoir R5-2, the District elected to remove a 6-inch tank-bottom-drain outlet pipe that was protruding through the bottom of the tank but is no longer desired as it may cause damage to the reservoir during an earthquake.
4. Additional Water System Isolation Valve Installations: The District's engineering and operations staff requested the installation of several additional butterfly and gates valves varying in size and location as part of the Roemer expansion project, which will provide greater operational control and redundancy. These valves will allow portions of the plant to be isolated when needed for inspection and maintenance activities in the future.
5. Increase in Soils and Materials Testing Allowance: the original construction contract included an allowance of \$200,000 for soils, materials testing, and special inspections for the project. This allowance is nearly depleted due to the ongoing construction activities for the last 18-months; therefore, it is estimated that an additional \$80,000 are needed for the remainder of the project to cover the ongoing soils and materials testing requirements.
6. Instrumentation Communications from Reservoir R5-2 to Roemer WFF: The District requested the installation of a new fiber optic converter patch panel to relay operational measurements including water level from reservoir R5-2's instrumentation to the Roemer WFF control processors digitally instead of relying on radio frequency-based antennas.

No time impacts to the project schedule result from this change order. The total project change orders to date are roughly 2.6% of the original contract amount.

#### **FISCAL IMPACT:**

The cost to perform the additional work as outlined in Change Order No. 6 is \$521,651.63. The cost for this change order is within the existing construction contingency, which will leave \$1,478,898.59 for any future change orders if needed. This change order will increase the contract amount to \$60,637,972.41.

#### **STAFF RECOMMENDATION:**

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

1. Approve Change Order No. 6 with PCL Construction, Inc. in the amount of \$521,651.63 for the Oliver P. Roemer WFF Upgrade and Expansion Project and;
2. Authorize the General Manager to execute all necessary documents.

**ATTACHMENT(S):**

1. Exhibit A - PCL Construction Inc. Change Order No. 6

# EXHIBIT A

WEST VALLEY WATER DISTRICT

CHANGE ORDER

Order No. 6  
Date 10/14/2024  
Agreement Date 10/31/2022  
Sheet 1 of 4

Owner: West Valley Water District

Project: Oliver P Roemer Water Filtration Facility Upgrade and Expansion

Contractor: PCL Construction, Inc

The following changes are hereby made to the Contract Documents:

<u>ITEM NO.</u>	<u>EXTRA WORK DESCRIPTION</u>	<u>ADD</u>	<u>DEDUCT</u>	<u>CALENDAR DAYS</u>
1	Operations Building	\$91,357.25	-	-
2	Pavement	\$255,929.92	-	-
3	Unforeseen Services	\$18,175.25	-	-
4	Added Valves	\$47,653.14	-	-
5	Converse Allowance	\$80,000	-	-
6	Fiber Optic	\$28,536.07	-	-
	<b>TOTALS</b>	<b>\$521,651.63</b>	-	-
TOTALS FOR CHANGE ORDER NO. 6		<b>\$521,651.63</b>		0

JUSTIFICATION:

**For item#1** – Operations Building change order work is primarily comprised of the remaining amount of the construction acceleration efforts that were not captured in the previous change order. Other minor items include a substitution of ceramic tile for concrete epoxy stained flooring, and the modification of Door 101B ~~modification~~ which included a credit for the original door.

**For item# 2** – For a safer entry into the Roemer plant, WVWD requested a deceleration lane to enter the plant along N. Riverside Ave, which was not part of the original project scope. This City of Rialto permit-approved work includes design, traffic control, demo, repaving, & striping. Inside the plant, a temporary access road for construction was requested to be made permanent near Effluent Pump Station 2 to facilitate Operator access. This includes an existing ramp credit, grading, and paving. At the north road of Sludge Pond 3 ground subsidence was observed and this solution includes repairs to bring the road to grade by repaving. PCL did not perform any

work in this area and utilities in this area are an unknown. Along Via Bello Drive and Linden Ave., WVWD and City of Rialto reached a consensus on the scope of work for street repairs after the water main installation on the public roadway. This includes an increase in grind and overlay along Linden Ave. and AC replacement of up to 3 inches along Via Bello Drive. Along duct banks between the Pre-Treatment area and Chemical Sample Room pavement was found as thick as 12", differing from typical 3 3/4", which was unforeseen. Efforts to demo this extra thick pavement and some repaving is captured in this item.

**For item#3** – Unforeseen demolition of RCP pipeline encountered during the retaining wall footing preparation and UV reroute, and unforeseen concrete channel demolition of slide gates at ponds 5&6 are included for this item. For these two items, included is the negotiated price agreed between WVWD and PCL. This item also includes a differing as built site condition of an 18" storm drain and efforts for replacement. Another differing site condition included in this item is a 6" drain found inside reservoir R5-2 when it was drained. Efforts to abandon this drain at the direction of WVWD are included.

**For item#4** – For increased functionality and operator safety, this item includes valves and potholing added at the direction of the District for a fire line service connection for Filter Building 2 and backflow prevention device credit. Also at the direction of WVWD, in order to provide additional isolation for areas of interest, a 24" valve at the PW line and a 30" valve at the RW line were provided along with all the design and construction efforts less the direct installation of the valves which is to be done by others. All welding services, BNGs, and other valve appurtenances are included.

**For item#5** – The Prime Contract allows for an allowance of funds for material testing for the project. This cost is a straight pass through to WVWD with no markup. The District and PCL agreed that Converse would be the company used to perform these tests. The allowance used in the last ~18 months of the project has been about \$200,000.00. For the remainder of the project it is estimated that another ~\$80,000.00 will be required to cover for material testing expenses.

**For item#6** – The reservoir R5-2 instruments require a method to communicate their signal to the Romer plan. As agreed with the District the proper infrastructure selected was a fiber converter panel to be furnished to allow monitoring of the Reservoir.

**CHANGE TO CONTRACT PRICE**

Original Contract Price	<u>\$ 59,116,871.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	<u>\$ 60,116,320.78</u>
Contract Price due to this Change Order shall be increased	<u>\$521,651.63</u>
New Contract Price including this Change Order	<u>\$ 60,637,972.41</u>



**CHANGE TO CONTRACT TIME**

Contract Time will be



No time impacts  
(Calendar Days)

Date for Completion of all Work

05/31/2025  
(Date)

**REQUIRED APPROVALS:**

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

	Kevin Goetz	10/15/24
_____ Requested By (Contractor)	_____ (Print Name)	_____ Date
	Paul Hermann	10/15/24
_____ Recommended By (Project Manager)	_____ (Print Name)	_____ Date
	Rocky Welborn	
_____ Recommended By (Director of Engineering)	_____ (Print Name)	_____ Date
	John Thiel	
_____ Recommended By (General Manager)	_____ (Print Name)	_____ Date
_____ Accepted By (Owner)	_____ (Print Name)	_____ Date



**CONSTRUCTION**

**For Item #1**



CONSTRUCTION

August 20, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Operations Building Tile/Stained Concrete In Restrooms Customization) – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Dear Mr. Hermann and Mr. Nawaz,

Please find the attached package submitted as a Change Request due to the cost impacts associated with West Valley Water District (WVWD) requests on the substitution of the Restrooms floor tile stated in Issued for Construction Specifications for the Operations Building for epoxy-stained concrete. This request follows verbal discussions during the weekly Operations Building Customizations meetings and the written correspondences among PCL Construction, West Valley Water District, and GHD.

During the procurement / submittal phase of the Tile to be installed, GHD and WVWD requested PCL to provide stained concrete epoxy flooring (liquid dazzle) with Schluter Dilex AHKA Cove in Satin Anodized aluminum in lieu of the specified flooring and ceramic cove base.

As verbally notified to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL has performed the additional efforts on the customization requested. The details of the pricing related to these customizations as of August 20th, 2024, are summarized below:

**A. Breakdown of Pricing:**

1. Silverado Tile and Stone, Inc.: Providing a credit for the deletion of floor tile at restrooms, deletion of 6" cove base and replacing it with wall tile and Schluter Dilex AHKA cove in Satin Anodized Aluminum.
2. Empire Waterproofing, Inc.: Providing an additional cost for the installation of the new liquid dazzle system in the operations building restrooms.

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



**CONSTRUCTION**

Sincerely,

A handwritten signature in black ink, appearing to read "K. Goetz", with a long, sweeping flourish extending to the right.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**  
3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX # 041

PCO # TBD  
DATE: 8/20/24  
ESTIMATOR:

DESCRIPTION:

Operations Building Restrooms Tile/Stained Concrete Customization

**DIRECT ESTIMATE**

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	1,222.10
<b>SUBTOTAL</b>		<b>\$</b>	<b>1,222.10</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	61.11
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>61.11</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ **1,283.21**

**TOTAL ADDITIONAL WORK \$ 1,283.21**

**GRAND TOTAL THIS CHANGE \$ 1,283.21**





CONSTRUCTION

September 6, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Operations Building Acceleration Efforts (Up to date: 8/7/2024) – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Mr. Hermann and Mr. Nawaz,

Please accept the attached package as a Change Request due to the cost impacts related to the Operations Building Acceleration Efforts as of August 7th, 2024 (including efforts associated with the construction of the CMU walls). As per our verbal conversations and written correspondences between PCL Construction, West Valley Water District, and GHD, PCL was directed by West Valley Water District and GHD to begin additional efforts to accelerate the schedule for the operations Building. This acceleration is necessary for West Valley Water District to host an event in September 2024. The accelerated schedule for the operations Building involved additional overtime work during weekdays and Saturdays. The costs associated with Frank Smith Masonry (FSM) are within the period (July 5<sup>th</sup>, 2024) and are now captured in this change order regarding the Operation’s Building.

As communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL performed the work associated with this change on a time and material basis, as detailed below:

Below is a summary of the pricing associated with the additional labor efforts related to the acceleration of the schedule for the Operations Building as of August 7th, 2024:

**A. Tracked on a Time and Material basis:**

- 1) PCL self-performed work consisted of installing the specified wall base at the CMU along the entire operations building footprint and coring into CMU wall required for Utilities going into the building.
- 2) Frank S. Smith Masonry Inc. work consisted of installation of the operations building C.M.U installation.
- 3) Best Interiors performed work consisted of installation of framing at the operations Building.

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

- 4) Allied Steel work consisted of installation of steel columns and beams for the operations Building.

Sincerely,



Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)



PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX # 042

PCO # TBD  
DATE: 9/16/24  
ESTIMATOR:

DESCRIPTION:

Operations Building Acceleration CRX (Up to Date: 8/7/2024)

**DIRECT ESTIMATE**

LABOR		\$	26,925
EQUIPMENT		\$	3,301.58
MATERIALS		\$	-
SUBCONTRACTOR		\$	44,616.33
<b>SUBTOTAL</b>		<b>\$</b>	<b>74,843.32</b>

**DIRECT MARKUP**

LABOR	25%	\$	6,171.35
EQUIPMENT	20%	\$	660.32
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	2,230.82
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>9,062.49</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ **83,905.81**

**TOTAL ADDITIONAL WORK \$ 83,905.81**

**GRAND TOTAL THIS CHANGE \$ 83,905.81**





CONSTRUCTION

September 26, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Operations Building Door 101-B Customization – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Dear Mr. Hermann and Mr. Nawaz,

Please find attached the Change Request package submitted to address the cost impacts associated with Operations Building Door 101-B. This request follows our verbal discussions during the weekly Operations Building Customizations meetings, as well as written correspondence between PCL Construction, West Valley Water District, and GHD.

At the direction of West Valley Water District and GHD, PCL initiated additional efforts for the procurement of a custom door for Door 101-B (the door entering the Operation Room 2 from the Entrance Lobby). The door originally specified in the IFC Stantec Architectural drawings and specifications will be replaced by the custom door requested by WVWD. EHC Group, Inc. has issued a credit for the originally specified Door 101-B, which will no longer be furnished or installed. PCL Construction reserves the right to reassess the proposed pricing should any further changes be requested.

As previously communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL has completed the additional work related to the requested customization. A summary of the pricing associated with this customization, is provided below.

**A. Breakdown of Pricing/Credits:**

1. **EHC Group, Inc.:** Providing a credit related to the omit of specified Door 101B (Furnish and installation). The finish hardware will be delivered to the jobsite as approved.
2. **Pacific Architectural Woodworking, Inc.:** Furnish and Install of Custom Door 101-B per architectural drawings and reference picture provided to PAW, inc. Shop drawings on pre-liminary design will follow.

**PCL CONSTRUCTION INC.**

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



**CONSTRUCTION**

Sincerely,

A handwritten signature in black ink, appearing to be "K. Goetz", written over a light gray rectangular background.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**  
3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX # 048

PCO # TBD  
DATE: 9/26/24  
ESTIMATOR:

DESCRIPTION:

Operations Building Custom Door 101-B CRX

**DIRECT ESTIMATE**

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	5,874.50
<b>SUBTOTAL</b>		<b>\$</b>	<b>5,874.50</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	293.73
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>293.73</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ **6,168.23**

**TOTAL ADDITIONAL WORK \$ 6,168.23**

**GRAND TOTAL THIS CHANGE \$ 6,168.23**



REFERENCE  
PICTURE THAT WAS  
USED TO GATHER  
QUOTE FOR CUSTOM  
DOOR 101-B



**This photo is for reference only. Final product may vary**



# DRAWINGS

GENERAL SHEET NOTES

- 1. FURNISHINGS TO BE PROVIDED BY OWNER (NIC)

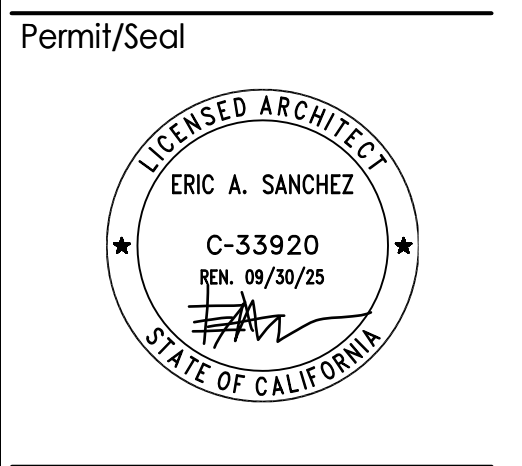


Stantec  
 3301 C Street, Suite 1900  
 Sacramento, California 95816  
 www.stantec.com  
 Tel: +1 916.806.6343

Consultant

Revision	By	Date
1	ES	2023.11.22
2	ES	2023.11.22
3	ES	2023.11.22
4	ES	2023.11.22
5	ES	2023.11.22
6	ES	2023.11.22
7	ES	2023.11.22
8	ES	2023.11.22
9	ES	2023.11.22
10	ES	2023.11.22
11	ES	2023.11.22
12	ES	2023.11.22
13	ES	2023.11.22
14	ES	2023.11.22
15	ES	2023.11.22
16	ES	2023.11.22
17	ES	2023.11.22
18	ES	2023.11.22
19	ES	2023.11.22
20	ES	2023.11.22

Revision	By	Date
1	ES	2023.10.27
2	ES	2023.10.27
3	ES	2023.10.27
4	ES	2023.10.27
5	ES	2023.10.27
6	ES	2023.10.27
7	ES	2023.10.27
8	ES	2023.10.27
9	ES	2023.10.27
10	ES	2023.10.27
11	ES	2023.10.27
12	ES	2023.10.27
13	ES	2023.10.27
14	ES	2023.10.27
15	ES	2023.10.27
16	ES	2023.10.27
17	ES	2023.10.27
18	ES	2023.10.27
19	ES	2023.10.27
20	ES	2023.10.27



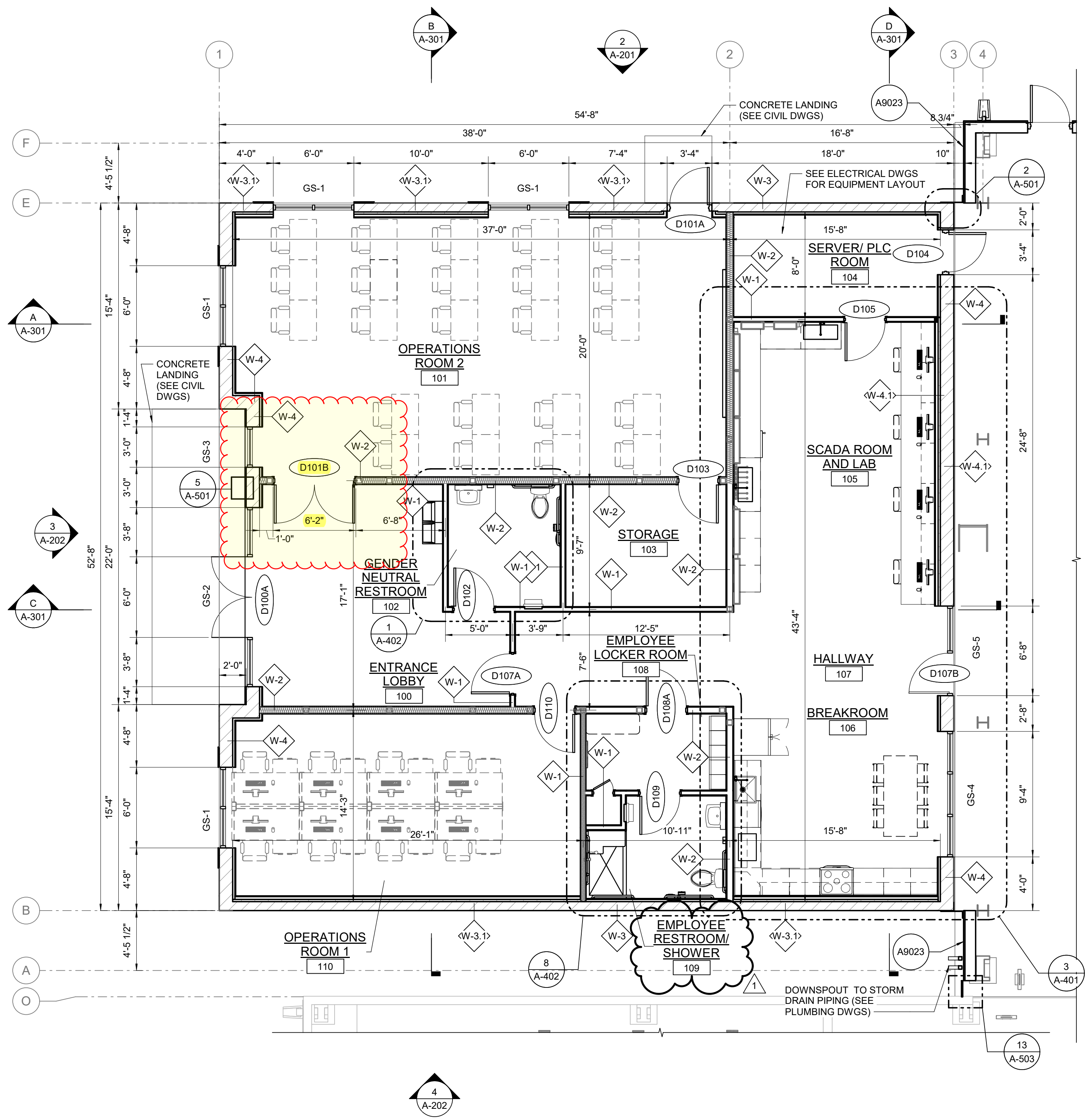
Client/Project  
 West Valley Water District  
 Roemer WFF Expansion Project  
 Rialto, California

Project No.: 184031687  
 File Name: N/A  
 Scale: 3/16" = 1'-0"

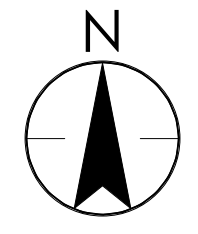
Title  
 OPERATIONS BUILDING FLOOR PLAN

Revision: 1 Sheet: 90 of 369  
 Drawing No.

**A-102**



**1 OPERATIONS BUILDING FLOOR PLAN**  
 SCALE: 3/16" = 1'-0"





**CONSTRUCTION**

**For Item #2**



**CONSTRUCTION**

October 2, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Deceleration Lane on N Riverside Ave – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Dear Mr. Hermann and Mr. Nawaz,

Please find attached a Change Request related to the cost impacts associated with the addition of the Deceleration Lane on N Riverside Ave.

As discussed in our verbal conversations between PCL Construction, WVWD, and GHD, it was agreed that the N Riverside Ave work would be managed by WVWD, with initial discussions to be initiated with the City of Rialto concerning the street improvement drawings and scope of work. Following a thorough review, the City of Rialto approved the submitted N Riverside Ave Street Improvement Drawings.

Below is a summary of the pricing associated with the addition of the Deceleration Lane:

**Traffic Control & Demolition of Existing Asphalt:**

- 1) PCL and its subcontractor will install the necessary traffic control measures required to safely execute the work.
- 2) PCL will self-perform the demolition of the existing curb line and asphalt, including saw-cutting the asphalt along N Riverside Ave where the Deceleration Lane begins and ends.
- 3) Rubalcava, a trucking subcontractor, will arrive onsite to haul off all materials resulting from the demolition process.

**Subgrade Preparation for N Riverside Deceleration Lane:**

- 1) After the demolition of the existing asphalt and curb line, PCL will self-perform the subgrade preparation across the entire deceleration lane, ensuring it is ready for the placement of Aggregate Base and Asphalt Concrete Pavement.

**Aggregate Base & Asphalt Concrete Paving:**

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



**CONSTRUCTION**

- 1) Hardy & Harper will be responsible for installing the aggregate base layer beneath the pavement, in accordance with City of Rialto standards, and paving the deceleration lane.

**Pavement Markings/Striping:**

- 1) Superior Pavement Markings Inc. will execute the offsite striping and markings for the deceleration right-turn lane.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Goetz", with a long, sweeping flourish extending to the right.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**  
3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX # 040

PCO # TBD  
DATE: 10/2/24  
ESTIMATOR:

DESCRIPTION:

N Riverside Ave Deceleration Lane CRX

**DIRECT ESTIMATE**

LABOR		\$	29,619.64
EQUIPMENT		\$	21,881.48
MATERIALS		\$	-
SUBCONTRACTOR		\$	95,797.30
<b>SUBTOTAL</b>		<b>\$</b>	<b>147,298.42</b>

**DIRECT MARKUP**

LABOR	25%	\$	7,404.91
EQUIPMENT	20%	\$	4,376.30
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	4,789.87
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>16,571.07</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ **163,869.49**

**TOTAL ADDITIONAL WORK \$ 163,869.49**

**GRAND TOTAL THIS CHANGE \$ 163,869.49**

N Riverside Ave Deceleration Lane CRX

DATE 10/02/24

	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
					MANHOURS		AMOUNT		SUPPLIED MATERIALS				
					U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
<b>Labor</b>													
Laborers Group #4 (Labor work for Sawcutting & Subgrade Prep)	152.0	HRS			86.11	13088.72		\$ 13,088.72					\$ 13,088.72
24 HRS for Sawcut (1 laborer/ 3 days)													
80 HRS for spotter (1 laborer)													
8 HRS for Ride of Compactor													
40 HRS for Water Truck													
Operator Group #8 (Labor work for the excavation and demo work)	104.0	HRS			110.68	11510.72		\$ 11,510.72					\$ 11,510.72
80 HRS for Excavating and demo													
24 HRS for Fine Grade													
Teamster Group #10 (Labor work for the operation of Onsite Dump Truck)	60.0	HRS			83.67	5020.20		\$ 5,020.20					\$ 5,020.20
80 HRS for Onsite Hauling													
<b>EQUIPMENT</b>													
Walk Behind Saw	24.0	HRS	\$ 19.42	\$ 466.08		0.00		\$ -	\$ -		\$ -		\$ 466.08
Excavator	80.0	HRS	\$ 136.52	\$ 10,921.60									\$ 10,921.60
10 CY Dump Truck	60.0	HRS	\$ 65.65	\$ 3,939.00		0.00		\$ -	\$ -		\$ -		\$ 3,939.00
Backhoe	24.0	HRS	\$ 58.60	\$ 1,406.40									\$ 1,406.40
Ride On Compactor	8.0	HRS	\$ 53.00	\$ 424.00									\$ 424.00
Water Truck	40.0	HRS	\$ 105.44	\$ 4,217.60									\$ 4,217.60
Walk Behind Compactor / Jumping Jack	40.0	HRS	\$ 12.67	\$ 506.80									\$ 506.80
<b>Vendor Materials</b>													
<b>Subcontractor</b>													
Hardy and Harper Installation of Base & Asphalt Pavement *6,267 SF*	1.0	L.S									\$ 69,216.00		\$ 69,216.00
Superior Pavement Markings of Lane Deceleration	1.0	L.S									\$ 4,551.00		\$ 4,551.00
Rubalcava Trucking (Demo/ Haul Off) *6,267 SF (6" Asphalt & 8" Base)	1.0	L.S									\$ 10,900.00		\$ 10,900.00
(10 SUPER TON LOADS) *\$300 a load*													
(48 hours) *\$125 per hour*													
10 SUPER TON LOADS) *\$190 a load*													
K Rail *2 weeks*	2.0	Weeks									\$ 11,130.30		\$ 11,130.30
<b>Materials</b>													
				\$ 21,881.48		29619.64		\$ 29,619.64	\$ -		\$ 95,797.30		\$ 147,298.42
<b>MARKUPS</b>													
EQUIPMENT	20%			\$ 4,376.30									
OTHER ITEMS	5%												
LABOR	25%						\$ 7,404.91						
MATERIALS	15%								\$ -				
SUBCONTRACTS	5%									\$ 4,789.87			
<b>SUBTOTALS WITH MARKUP</b>				\$ 26,257.78			\$ 37,024.55	\$ -		\$ 100,587.17		\$ 163,869.49	
Notes:													



CONSTRUCTION

October 1, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: N Riverside Ave Deceleration Lane Design and Addressing Comments– Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Dear Mr. Hermann and Mr. Nawaz,

Attached, please find the package submitted as a Change Request, addressing the cost impacts associated with West Valley Water District’s (WVWD) request to design the N Riverside Ave Deceleration Lane and address City of Rialto comments. After review from the city, the drawings have been fully approved and signed by the City of Rialto and Stantec.

As verbally communicated to GHD and WVWD, and in accordance with the Prime Contract, Stantec/PCL has undertaken the additional efforts required to design the N Riverside Ave Deceleration Lane and address City’s comments. The pricing details are outlined below:

A. Breakdown of Pricing:

- 1) **Stantec Consultants:** Professionally Designed the N Riverside Deceleration Lane, signing and striping plan, revisions to the sidewalk at driveways, associated landscape / Irrigation changes, right of way changes.

Sincerely,

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**  
3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)



PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX # 049

PCO # TBD  
DATE: 10/1/24  
ESTIMATOR:

DESCRIPTION:

N Riverside Ave Deceleration Lane Design and Addressing Comments CRX

**DIRECT ESTIMATE**

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	14,980.00
<b>SUBTOTAL</b>		<b>\$</b>	<b>14,980.00</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	749.00
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>749.00</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ 15,729.00

**TOTAL ADDITIONAL WORK \$ 15,729.00**

**GRAND TOTAL THIS CHANGE \$ 15,729.00**

N Riverside Ave Deceleration Lane Design and Addressing Comments CRX

DATE 10/01/24

	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
			U.P.	TOTAL	MANHOURS		AMOUNT		SUPPLIED MATERIALS		SUBCONTRACTOR		
					MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
<b>Labor</b>													
<b>EQUIPMENT</b>													
<b>Vendor Materials</b>													
<b>Subcontractor</b>													
Stantec Consultants (Re-design of Offsite Street Improvements)	1.0	LS										\$ 14,980.00	\$ 14,980.00
<b>Materials</b>													
<b>MARKUPS</b>				\$ -		0.00		\$ -		\$ -		\$ 14,980.00	\$ 14,980.00
EQUIPMENT	20%			\$ -									
OTHER ITEMS	5%							\$ -					
LABOR	25%												
MATERIALS	15%									\$ -			
SUBCONTRACTS	5%											\$ 749.00	
<b>SUBTOTALS WITH MARKUP</b>				\$ -				\$ -		\$ -		\$ 15,729.00	\$ 15,729.00
Notes:													

**STANTEC'S BILLING FOR OLIVER  
P. ROEMER STREET  
IMPROVEMENT RE-DESIGN**



**FEE ESTIMATE - Oliver P. Roemer Water Filtration Facility Upgrade and Expansion: Riverside Deceleration Lane and City Comments**

	Project Technical Lead	Senior Civil Engineer	Traffic Engineer Principal	Associate Engineer	Landscape Architect	Senior Landscape Architect	Senior Designer	
<b>Project Billing Rate (T&amp;M)</b>	\$330.00	\$300.00	\$330.00	\$250.00	\$220.00	\$250.00	\$175.00	<b>Project Summary</b>
<b>Total Units (T&amp;M)</b>	4.00	4.00	4.00	16.00	12.00	4.00	20.00	<b>Hours</b>
<b>Fee (T&amp;M)</b>	\$1,320.00	\$1,200.00	\$1,320.00	\$4,000.00	\$2,640.00	\$1,000.00	\$3,500.00	<b>Labour</b>
								<b>Total</b>
								Fixed Fee
								Time & Material
								<b>Total</b>

WBS Code	Task Name	Units							Task Type	Hours	Labour	Total
1	Oliver P. Roemer Water Filtration Facility Upgrade and Expansion: Riverside deceleration lane and other City comments	4.00	4.00	4.00	16.00	12.00	4.00	20.00	Time & Material	64.00	\$14,980.00	\$14,980.00



CONSTRUCTION

September 5, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Effluent Pump Station 2 AC Ramp– Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Dear Mr. Hermann and Mr. Nawaz,

Please find attached a Change Request related to the cost impacts associated with the addition of the Effluent Pump Station 2 AC Ramp.

As discussed during our conversations between PCL Construction, WVWD, and GHD, it was agreed that WVWD is interested in exploring the possibility of adding an AC ramp at the new Effluent Pump Station 2 area. The proposed AC ramp would extend from the existing asphalt road north of Backwash Ponds 5 & 6 near Effluent Pump Station 2, terminating the AC curb/ramp at the face of EPS 2. Following instructions from WVWD and GHD, PCL/Stantec proceeded with the preliminary design of the AC ramp. A credit has been issued to WVWD for subgrade preparation, excavation, and haul-off services.

Below is a summary of the costs associated with the addition of the EPS 2 AC Ramp:

**Subgrade Preparation for EPS 2 AC Ramp:**

- 1) PCL will self-perform the subgrade preparation along the full length of the proposed AC Ramp at EPS 2, ensuring it is ready for the placement of the aggregate base and asphalt concrete pavement.

**Aggregate Base & Asphalt Concrete Paving:**

- 1) Hardy & Harper will be responsible for installing the aggregate base beneath the pavement in accordance with West Valley Water District standards. Hardy & Harper will pave the AC berm (0"-6") and apply a 5" layer of asphalt concrete over the 6" layer of aggregate base.

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



CONSTRUCTION

**Associated Credit to WVWD:**

- 1) A credit has been issued to WVWD for subgrade preparation, excavation, and haul-off service. Please refer to the attached Price Breakdown, which includes the associated credit.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Goetz", with a long, sweeping flourish extending to the right.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX # 043

PCO # TBD  
DATE: 9/16/24  
ESTIMATOR:

DESCRIPTION:

Effluent Pump Station AC Ramp & Curb CRX

**DIRECT ESTIMATE**

LABOR		\$	4,526.40
EQUIPMENT		\$	4,340.16
MATERIALS		\$	1,086.23
SUBCONTRACTOR		\$	23,610.00
CREDITS		\$	(6,516.48)
<b>SUBTOTAL</b>		<b>\$</b>	<b>27,046.31</b>

**DIRECT MARKUP**

LABOR	25%	\$	1,131.60
EQUIPMENT	20%	\$	868.03
MATERIALS	15%	\$	162.93
SUBCONTRACTOR	5%	\$	1,180.50
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>3,343.07</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ 30,389.38

**TOTAL ADDITIONAL WORK \$ 30,389.38**

**GRAND TOTAL THIS CHANGE \$ 30,389.38**









CONSTRUCTION

April 23, 2024

Sergio Granda  
Roemer Chief Plant Operator  
West Valley Water District  
855 W Baseline Rd.  
Rialto, CA 92376

Attn: Sergio Granda

**RE: Repairs to AC Road along Sludge Pond no.3 - Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project**

Mr. Granda,

Please review the following requested pricing for PCL Construction to perform the rehabilitation work needed on the AC roadway along sludge pond no. 3. Below are the inclusions and exclusions this quote will cover. If acceptable, please confirm PCL Construction can proceed with the requested repairs.

- **Inclusions**
  - Saw cut perimeter of the damaged AC Road (1/2 of road width) to strip the cracked/damaged asphalt.
  - Removal and disposal of asphalt within saw cut
  - Removal of unsuitable soils
  - Trucking & Dump Fee's for soil and demoed asphalt
  - Provide 6-inches of Class II base beneath roadway at 95% compaction.
  - Scope increase for a new AC roadway (Previously grind/overlay) when paving subcontractor mobilizes to job site.
  - Manpower and Equipment to perform scope of work
- **Exclusions**
  - Modifications to any existing utilities conflicting with work (if any).
  - Rehabilitation of concrete if damage found on sludge pond no.3
  - Excavations and removal of any soil greater than assumed depth of 1.5' below existing AC pavement.

Sincerely,

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**  
3750 Schaufele Ave, Suite 270  
Long Beach, CA 90808  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD  
DATE: 9/11/24  
ESTIMATOR: SF

DESCRIPTION:

Repairs to AC Roadway along sludge pond 3

**DIRECT ESTIMATE**

LABOR		\$	4,137
EQUIPMENT		\$	186
MATERIALS		\$	4,078
SUBCONTRACTOR		\$	5,859
<b>SUBTOTAL</b>		<b>\$</b>	<b>14,260</b>

**DIRECT MARKUP**

LABOR	25%	\$	1,034
EQUIPMENT	20%	\$	37
MATERIALS	15%	\$	612
SUBCONTRACTOR	5%	\$	293
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>1,976</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>		<b>\$</b>	<b>16,236</b>
------------------------------------	--	-----------	---------------

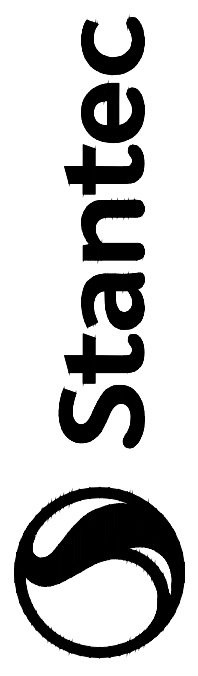
**TOTAL ADDITIONAL WORK \$ 16,236**

**GRAND TOTAL THIS CHANGE \$ 16,236**

Repairs to AC road along sludge pond no.3

DATE 09/11/24

DESCRIPTION	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR SUPPLIED MATERIALS		SUBCONTRACTOR		TOTAL
			U.P.	TOTAL	MANHOURS		AMOUNT		U.P.	TOTAL	U.P.	TOTAL	
					MH/UNIT	TOTAL	U.P.	TOTAL					
<b>LABOR</b>													
Sawcut AC Roadway (262 LF) [Laborer Group 4]	2.0	EA			4.00	8.00	\$84.14	\$673					\$ 673
Sawcut AC Roadway (262 LF) [Laborer Group 4; Foreman]	1.0	EA			4.00	4.00	\$86.58	\$346					\$ 346
Strip AC Road at half width (~1770 SF) [Operator Group 8]	1.0	EA			3.00	3.00	\$109.04	\$327					\$ 327
Strip AC Road at half width (~1770 SF) [Laborer Group 4]	1.0	EA			3.00	3.00	\$84.14	\$252					\$ 252
Load material for export [Operator Group 8]	1.0	EA			4.00	4.00	\$109.04	\$436					\$ 436
Load material for export [Laborer Group 4]	1.0	EA			4.00	4.00	\$84.14	\$337					\$ 337
Strip AC road and Load Material [Laborer Group 4; Foreman]	1.0	EA			7.00	7.00	\$86.58	\$606					\$ 606
Recompact/Backfill with 6-inches of class II base [Operator Group 8]	1.0	EA			6.00	6.00	\$109.04	\$654					\$ 654
Recompact/Backfill with 6-inches of class II base [Laborer Group 4]	1.0	EA			6.00	6.00	\$84.14	\$505					\$ 505
<b>EQUIPMENT</b>													
Walk Behind Saw (rental is 8 HR min = \$155)	8.0	HRS	\$ 23	\$ 186									\$ 186
<b>Vendor</b>													
Rubacava; Transport AC & 6" soil	12.0	EA							\$125.00	\$1,500.00			\$ 1,500
Rubacava; Dump Fees	5.0	EA							\$300.00	\$1,500.00			\$ 1,500
Vulcan; 3/4" Rock	46.0	TONS							\$23.44	\$ 1,078			\$ 1,078
<b>Subcontractor</b>													
Hardy & Harper, Inc.; Contract work for this road was grind/overlay (\$ amount not included in total price)	1,770.0	SF									\$ 2	\$ 3,629	NA
Hardy & Harper, Inc.; Scope increase from grind/overlay to 1/2 new AC road (\$ amount not included in total price)	1,770.0	SF									\$ 5	\$ 9,487	NA
Hardy & Harper Inc. ; Cost for increase in paving scope (difference of line items 33 & 32)	1,770.0	SF									\$ 3	\$ 5,859	\$ 5,859
<b>TOTAL DIRECT COST</b>				\$ 186				\$ 4,137		\$ 4,078		\$ 5,859	\$ 14,260
<b>MARKUPS</b>													
EQUIPMENT	20%			\$ 37									
OTHER ITEMS	5%												
LABOR	25%						\$ 1,034						
MATERIALS	15%								\$ 612				
SUBCONTRACTS	5%										\$ 293		
<b>SUBTOTALS WITH MARKUP</b>				\$ 224			\$ 5,171		\$ 4,690		\$ 6,152	\$ 16,236	
Notes:													

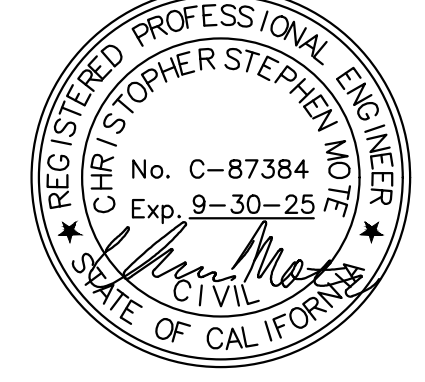


Stantec  
 300 North Lake Avenue, Suite 400  
 Pasadena, California 91101-1469  
 Tel: +1.626.422.0029  
 www.stantec.com

Consultant

NO.	DATE	BY	APP'D	REVISION
1	2023.10.27	YTY/MM/DD		ISSUED FOR CONSTRUCTION
2		CH		ISSUED

Permit/Seal



Client/Project  
**West Valley Water District**  
 Roemer WFF Expansion Project  
 Rialto, California

Project No.: 184031687  
 File Name: 31687C-121  
 Scale: 1" = 40'  
 JBM CS GT 2023.10.27  
 Dwn. Dsgn. Chkd. YTY/MM/DD

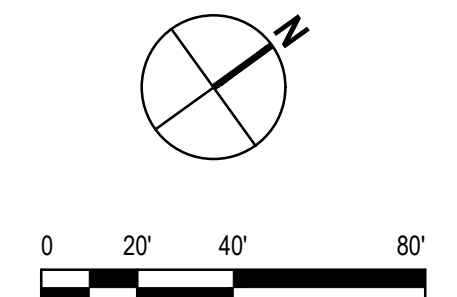
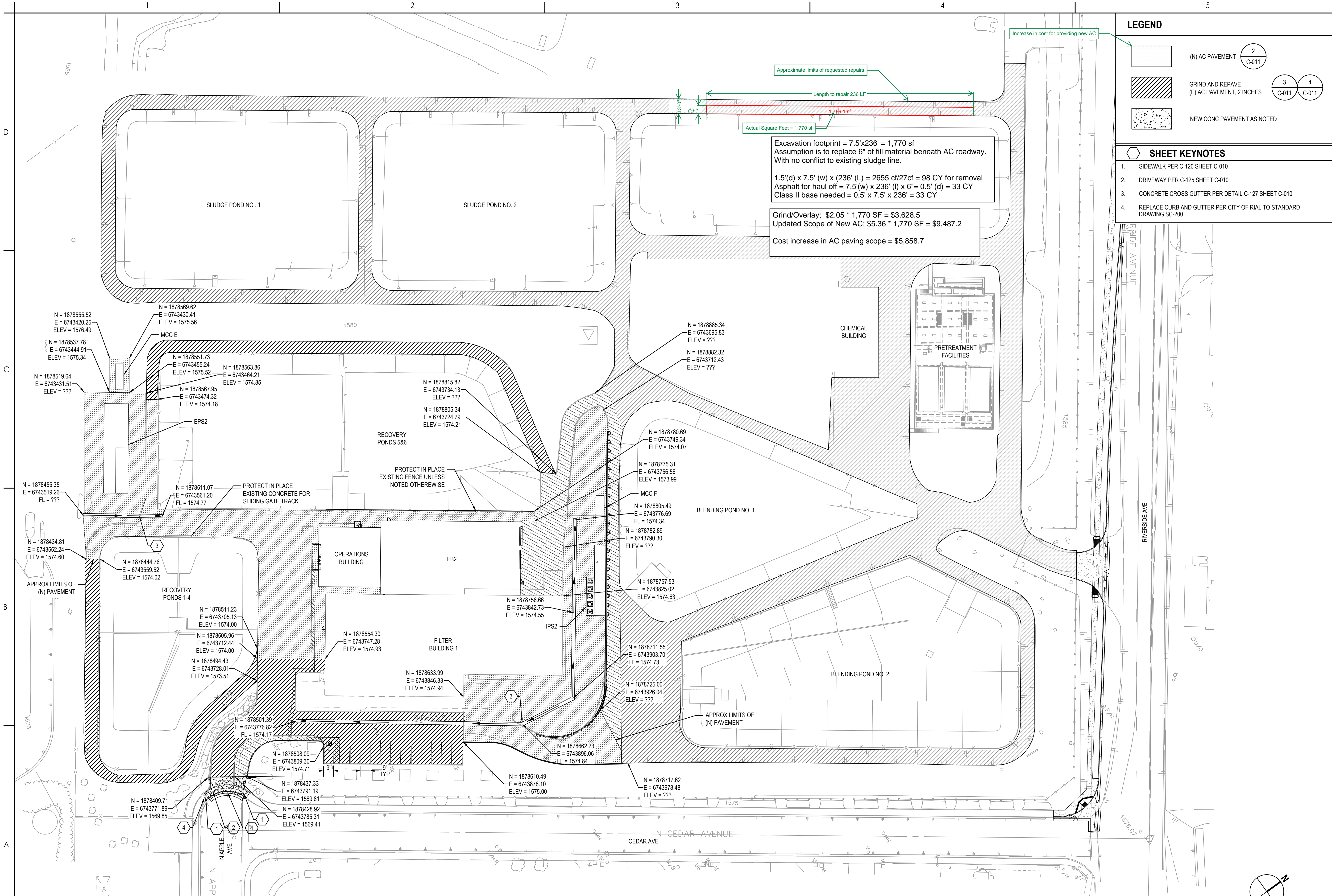
Title  
**PAVING PLAN**

Revision: Sheet: 32 of 369  
 Drawing No.

**LEGEND**

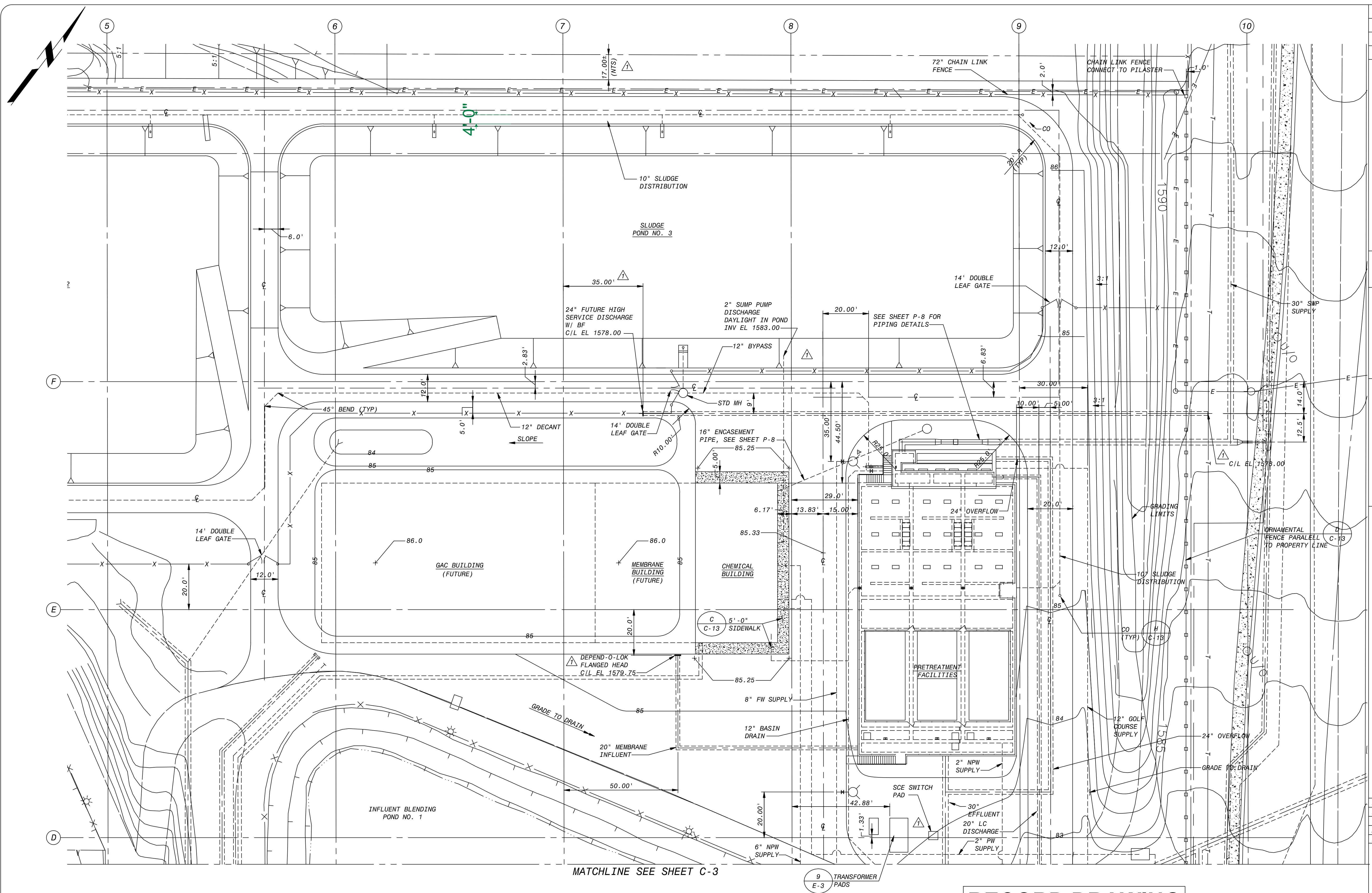
- (N) AC PAVEMENT (2) C-011
- GRIND AND REPAVE (E) AC PAVEMENT, 2 INCHES (3) C-011 (4) C-011
- NEW CONC PAVEMENT AS NOTED

- SHEET KEYNOTES**
- SIDEWALK PER C-120 SHEET C-010
  - DRIVEWAY PER C-125 SHEET C-010
  - CONCRETE CROSS GUTTER PER DETAIL C-127 SHEET C-010
  - REPLACE CURB AND GUTTER PER CITY OF RIALTO STANDARD DRAWING SC-200



C:\Users\jbm\OneDrive\Documents\Projects\184031687\184031687\_Paving\_Plan.dwg  
 2023.10.27 10:30:11 AM  
 ORIGINAL SHEET - ANSI D





NO.	DATE	REVISIONS AND RECORD OF ISSUE
1	03/10/06	AS BUILT
2		RECORD DRAWINGS

THIS DRAWING WAS  
 ORIGINALLY APPROVED  
 FOR CONSTRUCTION BY  
 ANTHONY ARAZA ON  
 1/15/04 AND SEALED BY  
 STEVE N. FOELMEL ON  
 1/20/04. LICENSED  
 PROFESSIONAL ENGINEER  
 IN THE STATE OF  
 CALIFORNIA C050141



**WEST VALLEY WATER DISTRICT**  
**OLIVER P. ROEMER**  
**WATER FILTRATION FACILITIES EXPANSION**  
**GENERAL LAYOUT**  
**SHEET 2 OF 2**

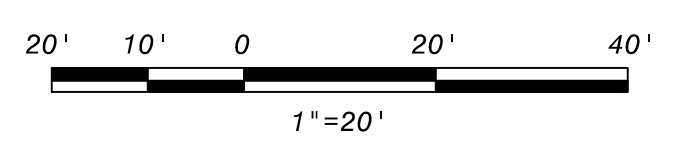
DESIGNED: MPS, GSB  
 DETAILED: SMCC  
 CHECKED: WLK  
 APPROVED: SNF  
 DATE: 11-4-03  
 PROJECT NO.

**133077**

**C-4**  
 SHEET  
 11 OF 106

**RECORD DRAWING**

THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED  
 IN PART ON INFORMATION PROVIDED BY OTHERS AND  
 HAVE NOT BEEN VERIFIED FOR ACCURACY.



Unit Process Description	Units	
<b>Plant Capacity</b>		
Design Flow	mgd	14.4
Average Flow	mgd	7.2
Assumed Minimum Flow	mgd	2.4
<b>Influent Pumps</b>		
Number	-	5
Type	-	Vertical Turbine
Capacity, each	gpm	2,500
Rated Head	feet	34
Motor	hp	35
<b>Influent Blending Pond No. 2</b>		
Number	each	1
Floor Elevation	elevation	Varies, 1564.00-1563.00
Capacity	gallons	1,000,000
<b>Influent Pipeline</b>		
Diameter	inches	30
Maximum Flow	mgd	14.4
Velocity	fps	4.54
Materials	-	Cement mortar lined and coated steel pipe
<b>Outlet Pipeline</b>		
Diameter	inches	30
Maximum Flow	mgd	14.4
Velocity	fps	4.54
Materials	-	Cement mortar lined and coated steel pipe
<b>Lytle Creek Pumping Station</b>		
Capacity, firm	mgd	6.0
<b>Pumps</b>		
Number	-	3
Type	-	Vertical Turbine
Capacity	gpm	2,100
Rated Head	feet	35
Motor	hp	30 W/AFD
<b>Pretreatment Facilities</b>		
<b>Flow Splitting Structure</b>		
Design Capacity	mgd	21.6
Weir Length (each chamber)	feet	8
Weir Elevation	elevation	1594.50
<b>Treatment Trains Nos. 1,2,&amp; 3</b>		
Type	-	High Rate Conventional
<b>Capacity</b>		
Each Train	mgd	7.2
Total	mgd	21.6
<b>Flocculation Basins (each train)</b>		
Number of Basins	each	1
Stages per Basins	each	3
Design Capacity	mgd	7.2
Flow Path	-	Serpentine
<b>Dimensions</b>		
Length	feet	48
Width	feet	21
Side Wall Depth	feet	Varies, 17.5 - 19
Average Side Water Depth	feet	16.25
Detention Time	minutes	20
Flocculator G Range	sec	30-50
Flocculation Mixer Type	-	Vertical
Impeller Type	-	Axial
Speed Adjustment	-	Gear reducer with AFD
Speed Range	-	30 - 100
Mixers per Stage	each	2
<b>Mixer Size</b>		
1st Stage	hp	1.5
2nd Stage	hp	1.0
3rd Stage	hp	1.0
<b>Sedimentation Basins (each train)</b>		
Type	-	Inclined Plates
Design Capacity	mgd	7.2
<b>Dimensions</b>		
Length	feet	56
Width	feet	21
Side Wall Depth	feet	Varies, 19 to 20
Average Side Water Depth	feet	17

Unit Process Description	Units	
<b>Treatment Trains Nos. 1,2,&amp; 3 (Continued)</b>		
<b>Inclined Plate Settlers</b>		
Number of Rows	each	3
Effective Settling Area	sf	12,500
Effective Loading Rate	gpm/sf	0.4
<b>Residual Collectors</b>		
Number	each	1
Length	feet	50
Width	feet	21
Motor	hp	0.75
Basin Cover	-	FRP, flat
<b>Sludge Ponds</b>		
<b>Sludge Pond No. 1 &amp; 2</b>		
<b>Dimensions</b>		
Length	feet	183
Width	feet	126.50
Effective Depth	feet	4
Side Slope	-	2:1
Floor Elevation	elevation	varies, 1578.50-1579.50
<b>Sludge Pond No. 3</b>		
<b>Dimensions</b>		
Length	feet	305
Width	feet	76
Effective Depth	feet	4
Side Slope	-	2:1
Floor Elevation	elevation	varies, 1578.50-1579.50
<b>Package CAC/Filter Units (each unit)</b>		
Number of Units	each	2
Design Flow	mgd	2.4
<b>Contact Clarifier</b>		
Bed Area	sf	190
Design Loading Rate	gpm/sf	10
Backwash Flow Rate	gpm/sf	10
Backwash Duration	minutes	2
<b>Filter</b>		
Bed Area	sf	280
Design Loading Rate	gpm/sf	6.0
Backwash Flow Rate	gpm/sf	4200
Backwash Duration	minutes	10
<b>Filter Media</b>		
Anthracite	inches	18
Silica Sand	inches	12
Gravel	inches	14.5
<b>UV Disinfection System</b>		
Number of Reactors	each	3
<b>Design Flow</b>		
Each Reactor	mgd	7.2
Total	mgd	21.6
Minimum UV Transmittance	percent	89
Minimum Calculated UV Dosage	mj/cm	89
Maximum Headloss Through Reactor	inches	12
<b>UV Recovery Tank</b>		
Capacity	gallons	50,000
Material	-	Cast-in-place concrete
<b>Dimensions</b>		
Length	feet	67.5
Width	feet	14
Effective Depth	feet	7.75
<b>Pumps</b>		
Type	-	Vertical turbine
Number	-	4
Capacity	gpm	2,500
Head	feet	28
Motor	hp	25

Unit Process Description	Units	
<b>Chemical Treatment Criteria</b>		
<b>Aluminum Chemical Feed System</b>		
<b>Storage Tank</b>		
Number	each	2
Capacity	gal	6,600
<b>Pumps</b>		
Number (Large)	each	3
Capacity	gph	26.25
Type	-	Motor Driven Diaphragm
Number (Small)	each	2
Capacity	gph	1.55
Type	-	Solenoid Driven Diaphragm
<b>Polymer Chemical Feed System</b>		
<b>Storage Tank</b>		
Number	each	1
Capacity	gal	6,440
<b>Polymer Feeders</b>		
Number (Small)	each	1
Capacity	gph	6.2
Number (Large)	each	2
Capacity	gph	10.4
<b>Sodium Hydroxide Chemical Feed System</b>		
<b>Storage Tank</b>		
Number (Bulk)	each	1
Capacity	gal	10,900
Number (Day)	each	1
Capacity	gal	300
<b>Pumps</b>		
Number (Transfer)	each	2
Capacity	gpm	20
Type	-	Magnetic Drive, Centrifugal
Number (Large)	each	2
Capacity	gph	33.8
Type	-	Motor Driven Diaphragm
Number (Small)	each	2
Capacity	gph	0.85
Type	-	Solenoid Driven Diaphragm
<b>GAC INFLUENT PUMPS</b>		
Number	-	3
Type	-	Horizontal Split Case
Rated Capacity, Each	gpm	2000
Rated Head	feet	60
Motor	hp	50

NO.	BY	CHK	APP
03/10/06	RECORD DRAWING		
DATE	REVISIONS AND RECORD OF ISSUE	XREF1 ID:	
CYNET ID: 133077-3000-C-H00005B2		XREF2 ID:	
SAVED: GLA38511_3/17/2006 3:08:29 PM		XREF3 ID:	
DWG VER #: 7.1		XREF4 ID:	
PLOTTED: GLA38511_3/17/2006 10:59:55 AM		XREF5 ID:	
USER: GLA38511			

THIS DRAWING WAS  
ORIGINALLY APPROVED  
FOR CONSTRUCTION BY  
ANTHONY ARAIZA ON  
1/15/04 AND SEALED BY  
STEVE N. FOELLMI ON  
1/15/04. LICENSED  
PROFESSIONAL ENGINEER  
IN THE STATE OF  
CALIFORNIA C050141



WEST VALLEY WATER DISTRICT  
OLIVER P. ROEMER  
WATER FILTRATION FACILITIES EXPANSION  
DESIGN CRITERIA

DESIGNED: GSB  
DETAILED: TVL  
CHECKED: WLK  
APPROVED: SNF  
DATE: 9-22-03

PROJECT NO.  
**133077**

# RECORD DRAWING

THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED IN PART ON INFORMATION PROVIDED BY OTHERS AND HAVE NOT BEEN VERIFIED FOR ACCURACY.

**G-3**  
SHEET  
3 OF 106





CONSTRUCTION

September 5, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Remove existing asphalt at W Via Bello Dr. to provide new 3-inch-thick asphalt cap on existing subgrade & increase in grind and overlay scope at N Linden Ave.**

Mr. Hermann and Mr. Nawaz,

Please review the following requested pricing for PCL Construction to facilitate the removal of existing Asphalt Concrete (AC) at W Via Bello Drive to allow for its potential replacement with 3-inches of a new AC cap and an increase in the grind and overlay scope at N Linden Ave. This pricing was requested by WVWD in efforts to reach a consensus between WVWD and the City of Rialto regarding the AC repair scope following the installation of the 30-inch water main within the City's jurisdiction. W Via Bello's proposed 3-inch AC cap would be provided on existing subgrade composed of a combination of native and aggregate base materials upon the removal of the roadways existing AC. The increase in grind and overlay at N Linden Ave has been included in this request to meet the City's criteria for rehabilitation of the roadway subsequent to the water mains installation. The quantities and corresponding cost provided within this Change Request are additional to that of the Prime Contract and Change Order No.23, which formalized the additional grind and cap scope at Linden Ave due to the water mains adjusted alignment into the roadway. Stantec has evaluated the proposed AC replacement and has determined it to be an acceptable product in efforts to reach an agreement between WVWD and the City of Rialto. Their determination of this replacement meets the Prime Contracts warranty period for new pavement of 1-year.

If the City of Rialto and WVWD conclude to proceed with the aforementioned 3-inch AC replacement at W Via Bello Dr. and increased grind and overlay scope at N Linden Ave, the scope provided herewithin would supersede the previous Contract scope and executed Change Order No. 23. The new scope would incorporate the agreed upon pricing currently established in a credited amount to provide this change requests proposed AC repair's at W Via Bello Drive and increase in grind and overlay at N Linden Ave. Please review this change request and let us know if there are any questions that need to be addressed before WVWD's meeting with the City of Rialto regarding the roadways final rehabilitation.

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Ste 110  
Long beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)



Sincerely,

A handwritten signature in black ink, appearing to read "K. Goetz", written over a light gray rectangular background.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**  
3900 Kilroy Airport Way, Ste 110  
Long beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX #044 - Potential AC Rehabilitation at W Via Bello Dr. and N Linden Ave.

PCO # 0044  
DATE: 9/5/24  
ESTIMATOR: SF

DESCRIPTION:

W Via Bello Dr. - Remove Existing AC to Replace with 3" of new AC  
N Linden Ave. - Additional Grind and Overlay Requested by the City of Rialto

**DIRECT ESTIMATE**

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	18,938.10
<b>SUBTOTAL</b>		<b>\$</b>	<b>18,938.10</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	946.91
BOND ON DIRECT WORK	0%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>946.91</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ 19,885.01

**TOTAL ADDITIONAL WORK \$ 19,885.01**

**GRAND TOTAL THIS CHANGE \$ 19,885**





CONSTRUCTION

October 11, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Additional Efforts to Demolish and Replace Unforeseen Asphalt Thickness Between the Chemical Building and Pre-Treatment Facility**

Mr. Hermann and Mr. Nawaz,

Please review the following change order request for our additional efforts required to demolish an unforeseen asphalt coating (AC) thickness of 12-inches for duct banks (DB) 06 and 05 between the Chemical Building and Pre-Treatment Facility. The 2006 record drawings reference sheet C-13 for typical paving section views of this area within the facility but was omitted from the drawing set. Our assumptions at bid time, which align with the 30% bridging drawings and WVWD standard detail W-1, was 3-inches of AC Base Pavement. As 12-inches of AC is not typical in the construction industry and materially differs from our assumptions at bid time, see below additional scopes of work performed to allow for the installation of our contract scope for DB-05 & DB-06.

- Additional saw cut on the AC to strip the section without further damage to the existing AC beyond the DB's trench zone.
- Stripping after the second saw cut to allow for the AC's removal.
- Added trucking time and costs to allow for its removal.
- Increase in square footage of AC demoed due to increase in thickness while stripping, requires additional base paving within trench zone.

Sincerely,

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**  
3900 Kilroy Airport Way, Ste 110  
Long beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX #047 - Additional Asphalt Thickness between Chemical Building and Pre-Treatment

PCO # 0047  
DATE: 10/11/24  
ESTIMATOR: SF

DESCRIPTION: Additional Efforts to Demolish and Replace Unforeseen Asphalt Thickness Between the Chemical Building and Pre-Treatment Facility

## DIRECT ESTIMATE

LABOR		\$	2,605.68
EQUIPMENT		\$	594.26
MATERIALS		\$	1,808.95
SUBCONTRACTOR		\$	3,591.00
<b>SUBTOTAL</b>		<b>\$</b>	<b>8,599.89</b>

## DIRECT MARKUP

LABOR	25%	\$	651.42
EQUIPMENT	20%	\$	118.85
MATERIALS	15%	\$	271.34
SUBCONTRACTOR	5%	\$	179.55
BOND ON DIRECT WORK	0%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>1,221.16</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ 9,821.05

**TOTAL ADDITIONAL WORK \$ 9,821.05**

**GRAND TOTAL THIS CHANGE \$ 9,821.05**





**CONSTRUCTION**

**For Item #3**





CONSTRUCTION

July 12, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Unforeseen 36-inch RCP Line Conflicting with UV Reroute and Retaining Wall. - Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project**

Mr. Hermann and Mr. Nawaz,

Please accept the attached package as a Change Request due to the cost impacts caused by an unforeseen 36" RCP concrete filled pipe during the UV Recovery reroute. This unforeseen 36-inch line was discovered during excavation activities to facilitate the installation of the new UV reroute in preparation for the installation of the site retaining wall as shown in the Contract documents. The Conformed Bridging documents and Record drawings provided at the time of proposal depict this line to be below the 30-inch Pond Effluent 1 line, as typically denoted by dashed lines. The profile section for the UV recovery reroute shown in Bridging Document sheet C-104 section A, excludes showing this line entirely in its section view. At the time of proposal, it was understood by the aforementioned documents that no demolition or removal was necessary to be performed on this 36" RCP line. Furthermore, being an underground utility, the only way to confirm the effective depth of the line is through potholing or non-destructive utility investigations, such as Ground Penetrating Radar (GPR), which could only be done after the project was awarded to PCL. Until then, all information used to prepare PCL's proposal was based on the information provided to PCL through the RFP documents. Therefore, we see this being characterized as a differing site condition supported by the following reasons.

Once the 36-inch RCP pipe was identified, PCL notified the Owner of this unforeseen condition due to its preexisting location, to complete the installation of the UV Reroute, removal of the 36-inch line was required. This was based on its conflicting location with the UV Reroute being excavated as well as the new retaining wall installation. Therefore, the demolition of this line was required until removed beyond both the UV reroutes design routing and new retaining wall routing once verifying the line was abandoned with Stantec. Upon completion of the 36-inch RCP lines demolition north of the UV reroute and retaining wall's location, the abandoned 36-inch lines opening was capped with CMU blocks and provided a non-shrink grout layer to ensure no voids could be created within the opening of the remaining 36-inch RCP line. The demolition and relocation of the 36-inch RCP line beyond the retaining wall's constructable limits and temporary relocation was performed on a time and material basis. The removed sections of 36-inch RCP resulted in two ten-foot sections of concrete filled 36-inch RCP pipe relocated to the facilities north lot currently being utilized as a construction laydown yard.

**PCL CONSTRUCTION INC.**

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



**CONSTRUCTION**

**3.5.a**

To allow for the removed sections site haul off and proper disposal, further demolition not yet performed is required utilizing a breaker attachment for a backhoe which has been priced and included in this Request for Change.

Finally, in accordance with the Prime Contract's section 4.2 – Differing Site Conditions, PCL respectfully and in good faith requests that the West Valley Water District accept this Change Request, as the General Contractor finds that the demolition and removal of 36-inch RCP pipe materially differ and could not have been discovered, or reasonably inferred, from the Contract Documents or a thorough inspection of the Project Site by the Design-Builder. The demolition and removal of this 36-inch RCP line will impact to the Contract pricing; therefore, it requires a Change order for the pricing adjustment.

Enclosures:

- 1.) Email notification – thread and attached documents.
- 2.) Conformed Bridging Drawing – proposed 30%
- 3.) T+M Tickets associated with the work
- 4.) Supporting Change Order Pricing

Sincerely,

A handwritten signature in black ink, appearing to read "K. Goetz", written over a light gray rectangular background.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**

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

**Packet Pg. 178**

PCL Construction, Inc.  
 3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
 CRX #031 - Demolition and Removal of Unforeseen 36-inch RCP line

PCO # 0031  
 DATE: 7/12/24  
 ESTIMATOR: SF

DESCRIPTION: Demolition and removal of an unforeseen abandoned 36-inch RCP line filled with concrete

**DIRECT ESTIMATE**

LABOR		\$	5,638
EQUIPMENT		\$	3,763
MATERIALS		\$	600
SUBCONTRACTOR		\$	-
<b>SUBTOTAL</b>		<b>\$</b>	<b>10,001</b>

**DIRECT MARKUP**

LABOR	25%	\$	1,410
EQUIPMENT	20%	\$	753
MATERIALS	15%	\$	90
SUBCONTRACTOR	5%	\$	-
BOND ON DIRECT WORK	0%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>2,252</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ 12,253

**TOTAL ADDITIONAL WORK** \$ 12,253

**GRAND TOTAL THIS CHANGE** \$ 12,253

Final negotiations between WVWD & PCL resulted in \$6,126.50 final amount due

PCO # 0031

DATE 07/12/24

	QTY	UNIT	EQUIP		S.T. & S.*		LABOR EXPENSE				VENDOR SUPPLIED MATERIALS		SUBCONTRACTOR		TOTAL	
			U.P.	TOTAL	U.P.	TOTAL	MANHOURS		AMOUNT		U.P.	TOTAL	U.P.	TOTAL		
							MH/UNIT	TOTAL	U.P.	TOTAL						
<b>Labor</b>																
T+M Summary of Labor [Reference T+M tickets dated 5/6/24, 5/7/24, 5/31/24 & 6/3/24]	1.0	LS						1.00	33.0	\$2,974	\$ 2,974.00					\$ 2,974.00
Demo removed sections of concrete filled 36" line; ~20 LF/Silica Protection [Laborer Group 4]	12.0	HR						1.00	12.0	\$84.14	\$ 1,009.68					\$ 1,009.68
Demo removed sections of concrete filled 36" line; ~20 LF [Laborer Foreman]	4.0	HR						1.00	4.0	\$86.58	\$ 346.32					\$ 346.32
Demo removed sections of concrete filled 36" line; ~20 LF [Operator Group 8]	12.0	HR						1.00	12.0	\$109.04	\$ 1,308.48					\$ 1,308.48
<b>EQUIPMENT</b>																
T+M Summary of Equipment [Reference T+M tickets dated 5/6/24, 5/7/24, 5/31/24 & 6/3/24]	1.0	LS	\$ 1,664.58	\$ 1,664.58												\$ 1,665
John Deere 310G Backhoe [DEER]	12.0	HR	\$ 58.60	\$ 703.20												\$ 703
United Rentals - Breaker for demo of concrete filled 36" line (LS amount is for 2-day rental)	1.0	LS	\$ 1,395.00	\$ 1,395.00												\$ 1,395
<b>Vendor Materials</b>																
Southern California Environmental - Removal of demoed 36" RCP line and concrete fill (pricing includes haul off fees+sales tax)	1.0	EA										\$600	\$ 600.00			\$ 600
<b>Subcontractor - NA</b>																
<b>Materials</b>																
				\$ 3,763		\$ -			61.0		\$ 5,638		\$ 600		\$ -	\$ 10,001
<b>MARKUPS</b>																
EQUIPMENT		20%		\$ 753												
OTHER ITEMS		5%				\$ -										
LABOR		25%								\$ 1,410						
MATERIALS		15%										\$ 90				
SUBCONTRACTS		5%												\$ -		
<b>SUBTOTALS WITH MARKUP</b>				\$ 4,515	\$ -				\$ 7,048	\$ 690	\$ -	\$ 12,253				
Notes:																



CONSTRUCTION

July 12, 2024

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

Shah Nawaz  
West Valley Water District  
855 W. Baseline P.O. Box 920  
Rialto, CA 92377

Attn : Paul Hermann and Shah Nawaz

**RE: Ponds 5&6 Existing Slide Gate Concrete Demolition**

Mr. Paul Herman,

Please accept the attached package as a Change Order Proposal to the Oliver P Roemer Water Filtration Upgrades and Expansion Project. This pertains to the extra and unforeseen efforts to demolish the existing slide gates at ponds 5&6 for replacement. PCL Construction Inc. found that the gates were cast in place into the concrete channel and not simply bolted to the concrete. Partial sections of the slide gates were cast into the concrete channel which were not shown in the record drawings or existing equipment manuals.

Below is a summary of the pricing associated with this Change Order Proposal:

- **Required material and equipment for demo of the slide gates cast into the concrete channel:**
  - 1) Demolition:
    - a. (1) Rotohammer
    - b. (1) Jackhammer
    - c. (1) Generator
    - d. (1) Dust Collections System Attachments
    - e. (1) HEPA Vacuum
    - f. (1) Shop Vacuum
  - 2) For repair of channel after demo and removal of existing slide gates:
    - a. (1) Kit of Sika Armatec for exposed rebar
    - b. (8) kit of Sika Repair Mortar
  
- **Labor associated with the demo:**
  - 1) All labor associated with demo cast in concrete existing slide gates and repair of concrete.



**CONSTRUCTION**

Sincerely,

A handwritten signature in black ink, appearing to be "K. Goetz", written over a light gray rectangular background.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**  
3900 Kilroy Airport Way, Ste 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

PCL Construction, Inc.  
 3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHARGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

CRX# 032

PCO # TBD  
 DATE: 7/12/24  
 ESTIMATOR: KG

DESCRIPTION:

## Ponds 5&6 Existing Slide Gate Concrete Demo

### DIRECT ESTIMATE

LABOR		\$	6,508
EQUIPMENT		\$	840
MATERIALS		\$	766
SUBCONTRACTOR		\$	-
<b>SUBTOTAL</b>		<b>\$</b>	<b>8,113</b>

### DIRECT MARKUP

LABOR	25%	\$	1,627
EQUIPMENT	20%	\$	168
MATERIALS	15%	\$	115
SUBCONTRACTOR	5%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>1,910</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ 10,023

**TOTAL ADDITIONAL WORK \$ 10,023**

**GRAND TOTAL THIS CHANGE \$ 10,023**

Final negotiations between WWWD & PCL resulted in \$5,011.5 final amount due

CRX32 - Ponds 5&6 Existing Slide Gate Concrete Demo

DATE 07/12/24

DESCRIPTION	QTY	UNIT	LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
			EQUIP		MANHOURS		SUPPLIED MATERIALS		TOTAL		
			Rate	TOTAL	MH/UNIT	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	
<b>LABOR</b>											
6/18/2024 T&M Ticket	1.0	LS					\$ 826.69				
6/19/2024 T&M Ticket	1.0	LS					\$ 1,186				
6/20/2024 T&M Ticket	1.0	LS					\$ 1,132				
6/21/2024 T&M Ticket	1.0	LS					\$ 847				
6/25/2024 T&M Ticket	1.0	LS					\$ 916				
7/2/2024 T&M Ticket	1.0	LS					\$ 703				
7/3/2024 T&M Ticket	1.0	LS					\$ 898				
<b>EQUIPMENT &amp; Material</b>											
Rotohammer	26.0	Hr	\$ 0.50	\$ 13							
Jackhammer	4.0	day	\$ 65.00	\$ 260							
Generator	22.0	Hr	\$ 5.76	\$ 127							
Dust Collection System	1.00	Week	\$ 49.00	\$ 49							
HEPA Vacuum	1.00	Week	\$ 121.00	\$ 121							
Shop Vacuum	1.00	Week	\$ 270.00	\$ 270							
<b>Vendor</b>											
Sika Armatec & Sika 123 repair materials +Tax	1.0	LS						\$ 765.56			
<b>Subcontractor</b>											
<b>TOTAL DIRECT COST</b>											
				\$ 840			\$ 6,508	\$ 766		\$ 8,113	
<b>MARKUPS</b>											
EQUIPMENT	20%			\$ 168							
OTHER ITEMS	5%										
LABOR	25%					\$ 1,627					
MATERIALS	15%						\$ 115				
SUBCONTRACTS	5%							\$ -			
<b>SUBTOTALS WITH MARKUP</b>											
				\$ 1,008			\$ 8,135	\$ 880	\$ -	\$ 10,023	
Notes:											





CONSTRUCTION

August 1, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Differing Site Conditions- Unforeseen conditions for the existing 30" (in.) & 18" (in.) storm drain pipe – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Mr. Hermann and Mr. Nawaz,

Please accept the attached package as a Change Request, addressing the cost impacts associated with unforeseen conditions encountered during work on the existing 18" (in.) and 30" (in.) corrugated metal storm drain pipes at the connection point for Catch Basin 255. During the potholing process, PCL identified a differing site condition involving the 18" (in.) storm drain intended for connection to the new catch basin.

The 2006 record drawings inaccurately depict the location of the pipe and associated "Y" junction. According to the 2006 record drawings, a "Y" configuration is shown at the termination of the 30" (in.) storm drain pipe, which should split into both the 18" (in.) and 30" (in.) storm drain pipes. However, our potholing efforts revealed that instead of a "Y," there is a 45-degree turn of the 30" (in.) storm drain towards the west. This turn is situated north of the location indicated in the record drawings. At this location, no 18" (in.) storm drain pipe towards the east/north as soon in the drawings.

Additional potholing was necessary to determine the location of the 18" (in.) connection to the 30" (in.) storm drain pipe and correct connection point for the 18" (in.) storm drain into Catch Basin 255, as the actual site conditions did not match the record drawings. Ultimately, PCL located the tie-in point, which is approximately 5 to 10 feet south of the location shown for Catch Basin 255 in Stantec drawing C-142. Due to the catch basin being installed few feet south from its original location, there will be a 5'-10' stick of pipe leftover that was purchased and will not be received back by the supplier. Inlet Elevation on Catch Basin 255 was modified due to existing location and elevation where 18" (in.) will tie into catch basin 255.

To ensure a proper and constructible tie-in of the existing 18" (in.) corrugated metal pipe to the new location of Catch Basin 255, PCL will procure a new 18" (in.) corrugated metal 45-degree bend fitting. This fitting is required to connect the existing pipe to the entry point of the catch basin accurately.

**PCL CONSTRUCTION INC.**

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

Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)



**CONSTRUCTION**

As communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL performed the work associated with this change on a time and material basis, as described below.

Below is a summary of the pricing associated with the additional potholing & additional labor efforts related to unforeseen conditions encountered at the existing 18" (in.) & 30" (in.) existing metal corrugated Storm Drain pipe where Catch Basin 255 will be connected to 18" existing storm drain pipe:

**A. Tracked on a Time and Material basis:**

**-Additional Efforts performed by PCL**

- 1) PCL self-performed work consisted of Additional Potholing of 30" (in.) and 18" (in.) existing metal corrugated storm drain piping to ascertain the correct connection point of the 18" (in.) storm drain pipe into Catch Basin 255.

Sincerely,

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX # 038

PCO # TBD  
DATE: 8/1/24  
ESTIMATOR:

DESCRIPTION:

Existing 18" Storm Drain Connection to Catch Basin Discrepancy

**DIRECT ESTIMATE**

LABOR		\$	1,155.60
EQUIPMENT		\$	405.80
MATERIALS		\$	504
SUBCONTRACTOR		\$	-
<b>SUBTOTAL</b>		<b>\$</b>	<b>2,065.49</b>

**DIRECT MARKUP**

LABOR	25%	\$	288.90
EQUIPMENT	20%	\$	81.16
MATERIALS	15%	\$	76
SUBCONTRACTOR	5%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>445.67</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ 2,511.16

**TOTAL ADDITIONAL WORK \$ 2,511.16**

**GRAND TOTAL THIS CHANGE \$ 2,511.16**

Existing 18" Storm Drain Connection to Catch Basin Discrepancy

DATE 08/01/24

	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
			U.P.	TOTAL	MANHOURS		AMOUNT		U.P.	TOTAL	U.P.	TOTAL	
					MH/UNIT	TOTAL	U.P.	TOTAL					
<b>Labor</b>													
(1) Laborers Group #4	6.0	HRS			82.27	493.62		\$ 493.62					\$ 493.62
(1) Crane Operator Group #10	6.0	HRS			110.33	661.98		\$ 661.98					\$ 661.98
<b>EQUIPMENT</b>													
John Deere Backhoe 310G	4.0	HRS	\$ 58.60	\$ 234.40									\$ 234.40
Compaction Wheel	4.0	HRS	\$ 12.67	\$ 50.68									\$ 50.68
John Deere 50G	2.0	HRS	\$ 60.36	\$ 120.72									\$ 120.72
<b>Vendor Materials</b>													
18" Corrugated Metal 45 deg. Bend Fitting	1.0	LS							\$ 504.09	\$ 504.09			\$ 504.09
<b>Subcontractor</b>													
<b>Materials</b>													
				\$ 405.80		1155.60		\$ 1,155.60		\$ 504.09		\$ -	\$ 2,065.49
<b>MARKUPS</b>													
EQUIPMENT			20%	\$ 81.16									
OTHER ITEMS			5%										
LABOR			25%				\$ 288.90						
MATERIALS			15%						\$ 75.61				
SUBCONTRACTS			5%									\$ -	
<b>SUBTOTALS WITH MARKUP</b>				\$ 486.96			\$ 1,444.50		\$ 579.70		\$ -	\$ 2,511.16	
Notes:													



CONSTRUCTION

October 9, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Abandon 6-inch Floor Drain inside R5-2 Reservoir Tank**

Mr. Hermann and Mr. Nawaz,

Please review the following change order requested to facilitate the abandonment of the existing 6-inch floor drain within the R5-2 reservoir tank. This change order formalizes all additional costs required to allow for the 6-inch floor drains abandonment. As agreed upon and directed, the following scopes of work were executed which falls outside the original contract scope.

- Cutting the 6-inch floor drain below the reservoir's floor.
- Filling the drain with slurry.
- Welding a steel plate cap over the drain opening, similar to the 24-inch opening covers.
- Application of epoxy primer on the 6-inch cap, followed by the final coating and holiday testing

Sincerely,

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**  
3900 Kilroy Airport Way, Ste 110  
Long beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX #0050 - Abandon 6-inch Floor Drain at R5-2

PCO # 0050  
DATE: 10/9/24  
ESTIMATOR: SF

DESCRIPTION:

Cost to abandon 6" floor drain at R5-2

**DIRECT ESTIMATE**

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	391.28
SUBCONTRACTOR		\$	3,882.02
<b>SUBTOTAL</b>		<b>\$</b>	<b>4,273.30</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	58.69
SUBCONTRACTOR	5%	\$	194.10
BOND ON DIRECT WORK	0%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>252.79</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ 4,526.09

**TOTAL ADDITIONAL WORK \$ 4,526.09**

**GRAND TOTAL THIS CHANGE \$ 4,526.09**

	QTY	UNIT	EQUIP		S.T. & S*		LABOR EXPENSE				VENDOR SUPPLIED MATERIALS		SUBCONTRACTOR		TOTAL	
			U.P.	TOTAL	U.P.	TOTAL	MANHOURS		AMOUNT		U.P.	TOTAL	U.P.	TOTAL		
							MH/UNIT	TOTAL	U.P.	TOTAL						
<b>Labor</b>																
NA																
<b>EQUIPMENT</b>																
NA																
<b>Vendor Materials</b>																
Phillips Steel - Cap for Floor Drain	1.0	EA										\$391.28	\$391.28			\$ 391.28
<b>Subcontractor</b>																
Ferreira Coastal Construction - RFC#10 - Abandon 6" Drain Line	1.0	LS												\$ 2,465.52	\$ 2,465.52	\$ 2,465.52
Parada Painting Inc.	1.0	LS												\$1,416.50	\$1,416.50	\$1,416.50
<b>Materials</b>																
NA																
				\$ -		\$ -							\$ 391.28		\$ 3,882.02	\$ 4,273.30
<b>MARKUPS</b>																
EQUIPMENT	20%			\$ -												
OTHER ITEMS	5%				\$ -											
LABOR	25%								\$ -							
MATERIALS	15%											\$ 58.69				
SUBCONTRACTS	5%														\$ 194.10	
<b>SUBTOTALS WITH MARKUP</b>				\$ -		\$ -			\$ -			\$ 449.97		\$ 4,076.12	\$ 4,526.09	
Notes:																



**CONSTRUCTION**

**For Item #4**





CONSTRUCTION

July 10, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Differing Site Conditions- Additional labor efforts for additional isolation valves at Fire Water line location – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Mr. Hermann and Mr. Nawaz,

Please accept the attached package as a Change Request due to the cost impacts associated with additional potholing efforts necessitated by the addition of two isolation valves at the connection point near the pre-treatment area for the installation of the 6" Fire Water Line that will connect to the fire sprinkler system at Filter Building 2. Per GHD's submittal response to submittal 464.3, at the Owner's request, two isolation valves and miscellaneous materials were procured and will be installed at the point of connection by the pre-treatment area to the existing 8" line. The addition of these valves was not due to any design requirements established by Stantec (Designing Consultant).

Additionally, the area surrounding the pre-treatment facility and chemical building, where the fire line connection will occur, is highly congested. To accommodate the requested 8" and 6" valves, as specified in GHD's response to submittal 464.3, additional assembly lengths are required. The existing 2006 West Valley Water District Record drawings do not fully represent the existing utilities in the area, including the exact location and elevation of each utility. Due to these additional efforts, PCL was able to gather the necessary information for the tie-in location of the 6" fire water line into the existing 8" flow water line and verify that there is enough space for the installation of the valves and line. After verification of the tie-in location, PCL installed the additional 6" and 8" valves required at the 6" Fire Water Line that will connect to the fire sprinkler system at Filter Building 2. PCL has issued a credit for the Backflow Device that was initially planned to be installed in the Pre-Treatment Area.

As communicated to GHD and the West Valley Water District and in accordance with the Prime Contract, Section 4.2, PCL respectfully and in good faith requests that the West Valley Water District accept this Change Request for the work performed associated with this change on a time and material basis, as detailed below.

**PCL CONSTRUCTION INC.**  
3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

Below is a summary of the pricing associated with the additional excavation and labor efforts related to the addition of the two isolation valves at the connection point for the fire water line:

- 1) **PCL self-performed work consisting of additional excavation due to the congested area at the proposed tie-in location.**
- 2) **PCL self-performed complete installation of additional valves (6" and 8" Valves) at the proposed tie-in location.**

Sincerely,



Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX # 030

PCO # TBD  
DATE: 7/26/24  
ESTIMATOR:

DESCRIPTION:

Fire Water Tie-in at Pre-Treatment

**DIRECT ESTIMATE**

LABOR		\$	2,856.03
EQUIPMENT		\$	1,446.36
MATERIALS		\$	2,400
SUBCONTRACTOR		\$	-
<b>SUBTOTAL</b>		<b>\$</b>	<b>6,702.80</b>

**DIRECT MARKUP**

LABOR	25%	\$	714.01
EQUIPMENT	20%	\$	289.27
MATERIALS	15%	\$	360
SUBCONTRACTOR	5%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>1,363.34</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ 8,066.14

**TOTAL ADDITIONAL WORK \$ 8,066.14**

**GRAND TOTAL THIS CHANGE \$ 8,066.14**

Fire Water Tie-in at Pre-Treatment

DATE 07/26/24

	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
			U.P.	TOTAL	MANHOURS		AMOUNT		U.P.	TOTAL	U.P.	TOTAL	
					MH/UNIT	TOTAL	U.P.	TOTAL					
<b>Labor</b>													
(1) Laborers Group #4	10.0	HRS			83.21	832.10		\$ 832.10					\$ 832.10
(1) Laborers Group #4 (Wage Increased)	2.0	HRS			87.06	174.12		\$ 174.12					\$ 174.12
(1) Crane Operator Group #10	10.0	HRS			116.87	1168.70		\$ 1,168.70					\$ 1,168.70
(1) Operator Group #8	2.0	HRS			111.63	223.26		\$ 223.26					\$ 223.26
(1) Laborer Apprentice #3	4.0	HRS			60.01	240.04		\$ 240.04					\$ 240.04
(1) Laborer Apprentice #3 (Wage Increase)	2.0	HRS			63.71	127.42		\$ 127.42					\$ 127.42
(1) Laborer Foreman	1.0	HRS			90.39	90.39		\$ 90.39					\$ 90.39
<b>EQUIPMENT</b>													
John Deere 310G Backhoe	10.0	HRS	\$ 58.60	\$ 586.00		0.00		\$ -	\$ -		\$ -		\$ 586.00
Ford 5 Yard Dump Truck (1 Day Minimum)	2.0	Days	\$ 400.00	\$ 800.00		0.00		\$ -	\$ -		\$ -		\$ 800.00
Bob Cat Mini Excavator E88 R-2 Series	1.0	HRS	\$ 60.36	\$ 60.36		0.00		\$ -	\$ -		\$ -		\$ 60.36
<b>Vendor Materials</b>													
8 DI FLG RW OL GATE VLV OP NUT E397	1.0	EA							\$ 2,114.84				\$ 2,114.84
6 DI MJ X FLG RW OL GATE VLV L/A	1.0	EA							\$ 984.06				\$ 1,056.88
DOM 8 MJXFE C153 ADAPT L/A	1.0	EA							\$ 264.60				\$ 264.60
DOM 6 316SS FLG BLT SET	1.0	EA							\$ 126.50				\$ 126.50
6 98206 NSF EPDM 150# 1/8 FF GSKT	1.0	EA							\$ 9.88				\$ 9.88
8 A193 B8M 316SS BOLT SET	1.0	EA							\$ 166.59				\$ 166.59
8 98206 NSF EPDM 150# 1/8 FF GSKT	1.0	EA							\$ 17.81				\$ 17.81
MATERIAL TAXES	1.0	LS							\$ 116.14				\$ 116.14
FEBCO LF860-DNRS-FS STRAIGHT PATTERN RPPA	1.0	LS							\$ (1,500.00)				\$ (1,500.00)
8 MEGALUG EBAASEAL ACCY PKG F/DI	1.0	LS							\$ 99.99				\$ 99.99
<b>Subcontractor</b>													
<b>Materials</b>													
				\$ 1,446.36		2856.03		\$ 2,856.03		\$ 2,400.41		\$ -	\$ 6,775.62
<b>MARKUPS</b>													
EQUIPMENT	20%			\$ 289.27									
OTHER ITEMS	5%												
LABOR	25%							\$ 714.01					
MATERIALS	15%								\$ 360.06				
SUBCONTRACTS	5%										\$ -		
<b>SUBTOTALS WITH MARKUP</b>				\$ 1,735.63				\$ 3,570.04		\$ 2,760.47		\$ -	\$ 8,066.14
Notes:													



CONSTRUCTION

August 19, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Request for Change Due to Differing Site Conditions – Additional Butterfly Valves (BFV’s) at the Raw Water (RW) and Potable Water (PW) Lines - Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project**

Mr. Hermann and Mr. Nawaz,

Please accept the attached package as a Change Request to allow for the installation of a 30-inch BFV and a 24-inch BFV at the Raw Water and Potable Water lines, respectively. WVWD requested PCL to modify each lines design to allow for additional BFV’s to achieve supplemental isolation as detailed below.

**Additional 30-inch BFV at the RW line; Pond Effluent #1 isolation from the new Influent Pump Station (IPS2)** – The design intent of the new influent pump station (IPS2) served from the existing pond effluent #1 line, did not provide full isolation of IPS2 without eliminating blending pond #1’s effluent. To allow for FB1 to continue treating raw water from blending pond #1 without filling the new RW influent serving IPS2, WVWD requested PCL to modify the 30-inch RW Influent line serving IPS2 with the additional 30-inch BFV.

**Additional 24-inch BFV at the PW line; Chlorine Contact Chamber effluent isolation from the new Effluent Pump Station (EPS2)** – The previous design of the PW line connecting the chlorine contact chamber (CCC) to EPS2, did not include any valves to provide isolation aside from the existing gate at the 24-inch inlet for the CCC effluent line. To provide additional isolation of the CCC and EPS2 in the PW line, WVWD requested PCL to incorporate a 24-inch BFV at the PW tie-in point with the existing CCC effluent.

As neither of these valves were denoted at bid time or throughout any stages of design development, PCL never held budget for the above aforementioned BFV’s procurement, design, or installation. Further coordination and direction from WVWD resulted in the District supplying the BFV’s and their connection to the flanges provided as part of this Change Request. With this direction, PCL made arrangements to allow for WVWD’s supplemental isolation at the RW and PW lines with both BFV’s install and connection coordinated by WVWD and installed by others. Below is a summary of costs to allow for the BFV’s connection to the PW and RW lines.

**PCL CONSTRUCTION INC.**

3750 Schauffele Ave, Suite 270  
Long Beach, CA 90808  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)



CONSTRUCTION

- Summary of Cost associated with adding the 24-inch BFV to the PW line
  - Additional efforts to pipe/flange fit up, welding and welding support for the BFV installation.
  - Additional interior grouting at the BFV's connecting flanges.
  - Change in backfill and compaction methods around valve riser utilizing a jumping jack requiring a trench box for one day for compaction activity.
  - Modeling & design confirmations to ensure added valve will fit.
  - Increase in equipment costs due to decrease backfill production.
  - Additional materials to connect added BFV.
  
- Summary of Cost associated with adding the 30-inch BFV to the RW line
  - Additional efforts to pipe/flange fit up, welding and welding support for the BFV installation.
  - Additional interior grouting at the BFV's connecting flanges and added bell and spigot joint.
  - Change in backfill and compaction methods around valve riser.
  - Modeling & design confirmations to incorporate BFV into RW pipe design.
  - Increase in equipment costs due to decrease backfill production.
  - Additional materials to connect added BFV.

Sincerely,

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**

3750 Schaufele Ave, Suite 270  
Long Beach, CA 90808

Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CR# 34 - Additional Butterfly Valve's at Raw Water (RW) & Potable Water Lines (PW)

PCO # 0034  
DATE: 8/23/24  
ESTIMATOR: SF

**DESCRIPTION:**

Additional efforts to allow for WVWD to install BFV's on the RW and PW lines

**DIRECT ESTIMATE**

LABOR		\$	6,609
EQUIPMENT		\$	1,668
MATERIALS		\$	23,660
SUBCONTRACTOR		\$	2,015
<b>SUBTOTAL</b>		<b>\$</b>	<b>33,951</b>

**DIRECT MARKUP**

LABOR	25%	\$	1,652
EQUIPMENT	20%	\$	334
MATERIALS	15%	\$	3,549
SUBCONTRACTOR	5%	\$	101
BOND ON DIRECT WORK	0%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>5,635</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ **39,587**

**TOTAL ADDITIONAL WORK \$ 39,587**

**GRAND TOTAL THIS CHANGE \$ 39,587**







**CONSTRUCTION**

**For Item #5**

## Alejandro Juarez

---

**From:** Paul Hermann <Paul.Hermann@ghd.com>  
**Sent:** Tuesday, October 8, 2024 6:10 PM  
**To:** Alejandro Juarez; Kevin Goetz  
**Subject:** RE: WVWD ROEMER- Converse Inspections Summary

Yes, please proceed and add the \$80k to Change Order #6.

Regards

**PAUL HERMANN** | A GHD PRINCIPAL  
 Water Market Leader  
 US West Region

**GHD**

Proudly employee-owned | [ghd.com](https://ghd.com)

320 Goddard Way, Suite 200, Irvine California 92618 USA

D +1 949 585 5217 M +1 949 878 7735 E [paul.hermann@ghd.com](mailto:paul.hermann@ghd.com)

---

**From:** Alejandro Juarez <AJuarez@pcl.com>  
**Sent:** Tuesday, October 8, 2024 12:43 PM  
**To:** Paul Hermann <Paul.Hermann@ghd.com>; Kevin Goetz <KGoetz@pcl.com>  
**Subject:** RE: WVWD ROEMER- Converse Inspections Summary

Thanks Paul, can we place into Change Order 6 the projection for the remainder of the project of 80k, broken out previously?

This will cover the overage this month and costs for the remainder of the project.  
 Any unused funds will return to the District.

Regards,  
**Alejandro Juarez**  
 Assistant Project Manager

**PCL Construction, Inc.**  
 3900 Kilroy Airport Way, Suite #110  
 Long Beach, CA 90806  
 M: 480-952-0275  
[ajuarez@pcl.com](mailto:ajuarez@pcl.com)

[www.pcl.com](https://www.pcl.com)  
 TOGETHER WE BUILD SUCCESS

---

**From:** Paul Hermann <[Paul.Hermann@ghd.com](mailto:Paul.Hermann@ghd.com)>  
**Sent:** Tuesday, October 8, 2024 11:42 AM  
**To:** Alejandro Juarez <[AJuarez@pcl.com](mailto:AJuarez@pcl.com)>; Kevin Goetz <[KGoetz@pcl.com](mailto:KGoetz@pcl.com)>  
**Subject:** RE: WVWD ROEMER- Converse Inspections Summary

Hi Alejandro,

Yes. The District would still like Converse to continue their work and utilize the allowance. Once the allowance has been used in full, we request that additional money be paid to Converse via the change order process through PCL.

**Converse Consultants Projection Summary**

- **Current Approved Allowance: \$200k**
- Cost-up-to-Date Breakdown
  - o Total Invoice amount up to July 2024: \$170k

		Percentage:
Standard Proctor Compaction	\$ 630.00	0.37 %
Sand Equivalent	\$ 120.00	0.07 %
Clerical / Word Processing	\$ 7,552.00	4.44 %
Soil Technician	\$ 60,410.00	35.50 %
Soil Technician (O.T.)	\$ 735.00	0.43 %
Construction Inspector- Field Welding	\$ 5,040.00	2.96 %
ACI - Concrete Techician	\$ 34,111.00	20.05 %
Sample Pick-Up	\$ 4,320.00	2.54 %
Senior Staff Professional	\$ 6,188.00	3.64 %
NDT Testing Services ( Subs)	\$ 40,937.13	24.06 %
Compression Test, 6" x 12" cylinder	\$ 6,930.00	4.07 %
Construction Inspector- Field NDT	\$ 560.00	0.33 %
Principal Professional	\$ 2,420.00	1.42 %
Project Professional	\$ 195.00	0.11 %
<b>Total:</b>	<b>\$ 170,148.13</b>	<b>100.00 %</b>
<b>Invoiced Total:</b>	<b>\$ 170,148.13</b>	

- Cost-Up-to-date (Building Inspector): \$4,608
- **Cost-To-Date for all inspections on project: \$ 174,476.13**

- Approximate Converse August 2024 Invoice: \$35k
- Remaining Allowance for Inspections as of July 2024 Invoice: \$30,131.87
- Projected \$ amount needed for Building Inspector to completion: \$2,048
- Projected \$ amount needed for Converse Inspections to completion: \$71,595

**Total Projected added \$ amount Cost to Completion: \$78,643**



**CONSTRUCTION**

**For Item #6**



CONSTRUCTION

October 11, 2024

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

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Furnish Fiber Converter Panel at R5-2**

Mr. Hermann and Mr. Nawaz,

Please review the following change order requested to provide and furnish a fiber converter at Reservoir R5-2. This change order formalizes all costs required to allow for signal relay of instruments from the R5-2 site to the Roemer plant.

- NEMA 4X enclosure and fiber converters with all appurtenances
- LEEDs field labor to install conduit and panel
- Soffa field labor for panel integration
- Programming and startup support

Sincerely,

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

PCL Construction, Inc.  
 3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
 CRX #0051 - Fiber Converter Panel at R5-2

PCO # 0051  
 DATE: 10/11/24  
 ESTIMATOR: AJ

DESCRIPTION:

Cost to furnish Fiber Converter Panel at R5-2

**DIRECT ESTIMATE**

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	28,536.07
<b>SUBTOTAL</b>		<b>\$</b>	<b>28,536.07</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%		
BOND ON DIRECT WORK	0%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>-</b>

**SUBTOTAL WITH DIRECT MARKUP** \$ 28,536.07

**TOTAL ADDITIONAL WORK \$ 28,536.07**

**GRAND TOTAL THIS CHANGE \$ 28,536.07**

**FINAL NEGOTIATED PRICE**



PCO # 0051

DATE 10/11/24

	QTY	UNIT	EQUIP*		S.T. & S.*		LABOR EXPENSE				VENDOR SUPPLIED MATERIALS		SUBCONTRACTOR		TOTAL	
			U.P.	TOTAL	U.P.	TOTAL	MANHOOURS		AMOUNT		U.P.	TOTAL	U.P.	TOTAL		
							MH/UNIT	TOTAL	U.P.	TOTAL						
<b>Labor</b>																
NA																
<b>EQUIPMENT</b>																
NA																
<b>Vendor Materials</b>																
																\$ -
<b>Subcontractor</b>																
LEED/Soffa/South Coast - Fiber Converter install and programming - NEGOTIATED PRICE	1.0	LS														\$ 28,536.07
																\$ 28,536.07
<b>Materials</b>																
NA																
																\$ -
<b>MARKUPS</b>																
EQUIPMENT	20%			\$ -			\$ -									
OTHER ITEMS	5%															
LABOR	25%									\$ -						
MATERIALS	15%											\$ -				
SUBCONTRACTS	5%															
<b>SUBTOTALS WITH MARKUP</b>				\$ -			\$ -			\$ -		\$ -				\$ 28,536.07
																\$ 28,536.07
Notes: NEGOTIATED PRICE REMOVING ALL MARKUPS AND INCLUDES ADDITIONAL DISCOUNT TO WWWD. Down from \$107,184.00.																



**BOARD OF DIRECTORS  
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE  
STAFF REPORT**

**DATE:** October 24, 2024  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR MASTER PLANNING SERVICES FOR THE WATER MASTER PLAN UPDATE

---

**BACKGROUND:**

The District's distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.76 million gallons of storage capacity, 15 booster pump stations, 19 active production wells, several treatment facilities, over 25,000 service connections and over 415 miles of water mains.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our Groundwater Wellhead Treatment System.

It is best practice to prepare a Water Master Plan (WMP) every Five (5) years to analyze development patterns and future system needs. The previous WMP was completed in 2020. Since that time, there have been changes in conservation efforts, water resource planning, land use designations, increased treatment capacity at the Oliver P. Roemer Water Filtration Facility, increased system demands, and projected growth that require the plan to be updated.

**DISCUSSION:**

Staff issued a Request for Proposal ("RFP") to prepare a comprehensive Water Master Plan Update ("WMP") for the current and future District needs and to update the District's Hydraulic model. This RFP was posted on PlanetBids. The District received proposals from five (5) Consulting firms – Akel Engineering Group, Inc. ("Akel"), Albert A. Webb Associates ("Albert Webb"), Stantec Consulting Services, Inc. ("Stantec"), Stetson Engineers Inc. ("Stetson"), and TKE Engineering Inc. ("TKE"). The five (5) proposals received included similar qualifications and technical expertise.

To determine the best value for the District, staff ensured that all proposals received met the minimum requirements in the scope of work. Staff evaluated and scored the received proposals based on the scoring criteria described in the RFP and Stantec was the highest rated proposal. Staff



began negotiations with Stantec to develop a draft Professional Services Agreement and enhance the proposed scope of work. Attached as **Exhibit A** is the draft District Professional Services Agreement with Stantec which includes the negotiated scope of work.

**FISCAL IMPACT:**

The cost to perform the proposed service services for the Water Master Plan as proposed by Stantec is \$289,708.00. This item is included in the Fiscal Year 2024/25 Department Budget under Water Facilities Master Plan and 5-year CIP for \$250,000. If approved staff will adjust \$10,000 from line items within Engineering's Professional Services account and transfer \$30,000 from Water Treatment's, Professionals Services budget to Engineering's Professional Services budget for this work.

**STAFF RECOMMENDATION:**

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

1. Approve Professional Services Agreement and Task Order No. 1 with Stantec Consulting Services Inc., in the amount of \$289,708.00 for Master Planning Services for the Water master Plan Update; and
2. Authorize the General Manager to execute all necessary documents.

**ATTACHMENT(S):**

1. Exhibit A - PSA with Stantec

# EXHIBIT A



# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

***STANTEC CONSULTING SERVICES INC.***

TABLE OF CONTENTS

	<b>Page</b>
Section 1. Term of Agreement .....	1
Section 2. Scope and Performance of Services .....	1
Section 3. Additional Services and Changes in Services .....	3
Section 4. Familiarity with Services and Site .....	3
Section 5. Compensation and Payment .....	4
Section 6. Required Documentation prior to Performance .....	5
Section 7. Project Documents .....	5
Section 8. Consultant’s Books and Records .....	5
Section 9. Status of Consultant .....	6
Section 10. Compliance with Applicable Laws .....	7
Section 11. Conflicts of Interest.....	8
Section 12. Confidential Information; Release of Information.....	8
Section 13. Indemnification .....	9
Section 14. Insurance.....	10
Section 15. Assignment.....	10
Section 16. Termination of Agreement.....	11
Section 17. Notices .....	11
Section 18. General Provisions .....	12
Exhibit “A” Task Order	
Exhibit “B” Key Personnel	
Exhibit “C” Insurance	

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) is by and between West Valley Water District (“District”) and STANTEC CONSULTING SERVICES Inc., (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

### **RECITALS**

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### **Section 1. Term of Agreement.**

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

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

(c) If a Task Order (as defined herein) is in effect at the expiration of the term of this Agreement, the term of this Agreement will automatically extend until Consultant completes the services under said Task Order, or until the Agreement is otherwise terminated, as set forth herein.

#### **Section 2. Scope and Performance of Services.**

**2.1** (a) District may, from time to time, by written instructions from the District’s General Manager or Assistant General Manager, or their designee, (“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: (1) the scope of services to be performed by Consultant; (2) the compensation to be paid to Consultant; and (3) 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"). Consultant shall not substitute or remove Key Personnel without the prior written consent of District.
- 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 services, as more particularly described in this Agreement and each Task Order in accordance with generally accepted professional practices and current standards of care and diligence normally practiced by members of the profession currently practicing under conditions of a similar nature. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

- 2.5** Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force

Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay. Notwithstanding the foregoing, District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

### **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** In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of the Task Orders. Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Consultant shall furnish District monthly with an original invoice for all services performed and expenses incurred under a Task Order 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 and the Task Order. 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 and California Labor Code.**

- 10.1** 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.
- 10.2** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- 10.3** If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- 10.4** This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole

responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

### **Section 11. Conflicts of Interest.**

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

### **Section 12. Confidential Information; Release of Information.**

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.

**12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

### **Section 13. Indemnification.**

**13.1** 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 sole negligence or intentional acts of District or its Representatives (as solely defined below).

**13.2** To the fullest extent permitted by law, 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 services 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 services provided 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 ; (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 sole 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 Claim and charge all of the direct or incidental costs 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.

**13.3** If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

#### **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 said 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 giving ten (10) calendar days 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, including, but not limited to, Project Documents must be returned to District immediately. 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. If said termination occurs prior to completion of any Task Order for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such Task Order completed but not paid prior to said 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. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

## **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: General Manager

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

To Consultant:                Stantec Consulting Services Inc.  
    Attention: Jeff Dunn PE  
    38 Technology Drive, Suite 200  
    Irvine, CA 92618-5310  
    (949)521-3110

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

**Email:** [apinvoices@wvwd.org](mailto:apinvoices@wvwd.org)

or

*Mail: West Valley Water District  
Accounts Payable  
P.O. Box 190  
Rialto, CA 92377*

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

**Section 18. General Provisions.**

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement and all attachments contain the entire, complete, final and exclusive agreement and understanding of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile



transmission. Such facsimile signature will have the same effect as an original signature.

- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.
- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE WEST VALLEY WATER DISTRICT  
AND STANTEC CONSULTING SERVICES INC.**

**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**

\_\_\_\_\_  
John Thiel,  
General Manager

\_\_\_\_\_  
Elvia Dominguez,  
Board Secretary

**CONSULTANT:**

STANTEC CONSULTING SERVICES INC.

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

its \_\_\_\_\_

**EXHIBIT A**  
**TASK ORDER**

**SAMPLE**

**TASK ORDER NO. \_1\_\_**

This Task Order ("Task Order") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between West Valley Water District, a public agency of the State of California ("District") and \_\_\_\_\_ ("Consultant").

**RECITALS**

- A. On or about \_\_\_\_\_, 2023 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**

\_\_\_\_\_  
John Thiel, General Manager

**CONSULTANT:**

**Vendor Name Here** \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_



**EXHIBIT "1"**  
**TO**  
**TASK ORDER NO. 1**

**SCOPE OF SERVICES**

**SAMPLE**

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

**SAMPLE**



**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

**SAMPLE**

**EXHIBIT B**  
**KEY PERSONNEL**

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

Jeff Dunn, PE  
Project Manager

Tama Snow, PE  
QA/QC Technical Advisor

Roxana Carrillo  
Planning Lead

Fletcher McKenzie, PE  
Hydraulic Model/Analysis

Connie Adera, PE  
Regulatory Analysis (Water Quality)

Vanessa Nishikawa, PE  
Regulatory Analysis (Water Conservation)

Umesh Murthy, PE  
Treatment and Facility/Condition Evaluations

Steven Wong, PE  
SE Storage Tank Seismic Evaluations

**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.