

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

https://www.wvwd.org

# ADJOURNED REGULAR BOARD MEETTING AGENDA

THURSDAY, NOVEMBER 14, 2024 6:00 P.M.

## **BOARD OF DIRECTORS**

Gregory Young, President
Daniel Jenkins, Vice President
Estevan Bennett, Director
Angela Garcia, Director
Kelvin Moore, Director

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

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: <a href="https://us02web.zoom.us/j/8402937790">https://us02web.zoom.us/j/8402937790</a>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org

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

## **CALL TO ORDER**

**ROLL CALL OF BOARD MEMBERS** 

APPROVAL OF ANY BOARD MEMBERS REQUESTS FOR REMOTE PARTICIPATION

PLEDGE OF ALLEGIANCE

**OPENING PRAYER** 

**ADOPT AGENDA** 

**CLOSED SESSION** 

Public Participation on closed session matters

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representatives: John Thiel, General Manager, Haydee Sainz,

Human Resources Manager, Oliver Yee, Special Counsel

Employee Groups: International Union of Operating Engineers, Local 12

Report out of Closed Session

#### **PUBLIC PARTICIPATION**

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item. Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

#### **PRESENTATIONS**

2024 Poster Contest Recognition

### **CONSENT CALENDAR**

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

## Consideration of:

- 1. October 3, 2024 and October 17, 2024 Regular Meeting Minutes
- 2. Task Order with Michael Baker International, Inc for Design of Pump Station 7-2
- 3. 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. Purchase of a New 2024 Caterpillar Backhoe Loader
- 5. West Valley Water District Travel Policy
- 6. Treasurer's Report September 2024
- 7. Cash Disbursements Report September 2024
- 8. Monthly Revenue & Expenditures Report September 2024
- 9. Transfer Report September 2024
- 10. Purchase Order Report September 2024

#### **BUSINESS MATTERS**

## Consideration Of:

- Change Order No. 6 with PCL Construction, Inc for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project
- 2. H.R. 7525/S.4673 Special District Grant Accessibility Act
- 3. IE Works Contract Renewal 2024/25
- 4. Professional Services Agreement with Stantec Consulting Services, Inc. for Master Planning Services for the Water Master Plan Update

## **REPORTS**

- 1. Board Committee Reports
- 2. Board Members

- 3. General Manager
- 4. Legal Counsel
  - Updates on current legal topics/best practice
- 5. Board Secretary

## **UPCOMING MEETINGS**

- November 19, 2024 Engineering, Operations, and Planning Committee at 6:00 p.m.
- November 20, 2024 Policy Committee Meeting at 6:00 p.m.
- November 21, 2024 Regular Board Meeting at 6:00 p.m.
- November 25, 2024 External Affairs Committee Meeting at 6:00 p.m.
- November 26, 2024 Executive Committee Meeting at 6:00 p.m.
- November 27, 2024 Finance Committee Meeting at 6:00 p.m.

## **UPCOMING COMMUNITY EVENTS**

- November 16th 10 am-12 pm WVWD Lawn Conversion Workshop
- December 5th 4:30 pm 7 pm Supervisor Joe Baca Jr.'s Holiday Open House
- December 7th 5:30 pm 9 pm (Same Day as WVWD Holiday Retreat)
- December 14th 10 am 1:30 pm Colton's Holiday Parade
- December 14th 11 am 4 pm Festival of Winter Fontana
- December 19th 6 pm- 8 pm Bloomington's Santa Photos/Tree Lighting at Ayala Park

## **UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES**

- December 3 5 ACWA Fall Conference and Expo, Palm Desert
- February 25-27 ACWA D.C. 2025

## **ADJOURN**

## Please Note:

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

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

## **DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on November 7, 2024.

Elvia Dominguez

Elvia Dominguez, Board Secretary Date Posted: November 7, 2024

# MINUTES REGULAR BOARD MEETING

## of the

## WEST VALLEY WATER DISTRICT

## October 3, 2024

## **OPENING CEREMONIES**

Call to Order - President Young called the Regular Board Meeting of the West Valley Water District to order at 6:01 p.m.
Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Angela Garcia	$\square$		
Estevan Bennett	$\square$		
Kelvin Moore	$\square$		6:10 P.M.
Daniel Jenkins			
Gregory Young			
General Counsel			
Jeff Ferre	$\square$		
Staff			
John Thiel	$\square$		
Linda Jadeski	$\square$		
William Fox	$\square$		
Haydee Sainz	$\square$		
Joanne Chan			
Elvia Dominguez			
Socorro Pantaleon			
Rocky Welborn	Ø		

Approval of Any Board Member Requests for Remote Participation - None. Pledge of Allegiance - The Pledge of Allegiance was led by Vice President Jenkins. Opening Prayer - The Opening Prayer was led by Pastor Harold Patton.

## **CLOSED SESSION**

Public Participation on closed session matters

President Young inquired if anyone from the public would like to speak on closed session items. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

The Board entered into closed session at 6:03 p.m.

CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6

Agency designated representatives: John Thiel, General Manager, Haydee Sainz, Human Resources Manager, Oliver Yee, Special Counsel

Employee Groups: International Union of Operating Engineers, Local 12

Report out of Closed Session

The Board adjourned the closed session at 6:30 p.m. to conduct the business portion of the meeting which commenced at 6:43 p.m. with all Board members present.

General Counsel Ferre reported that the Board discussed the closed session items and there was no reportable action taken.

## ADOPT AGENDA

Motion to adopt the agenda.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Jenkins, Vice President

**SECONDER:** Kelvin Moore, Director

**AYES:** Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

## **PUBLIC PARTICIPATION**

President Young inquired if anyone from the public would like to speak. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

## **PRESENTATIONS**

## GIS Program

GIS Administrator Miller presented a PowerPoint on GIS program. There was discussion about the current partnership with McKenna Data Science Program, and whether the GIS data would be available for field application in case of an emergency.

## CONSENT CALENDAR

General Manager Thiel provided background information for public awareness on Items #6, #7, and #10.

Motion to approve Consent Calendar items #1 - #10.

**RESULT:** APPROVED [UNANIMOUS] MOVER: Daniel Jenkins, Vice President

**SECONDER:** Angela Garcia, Director

**AYES:** Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

- 1. Monthly Cash Disbursements Report August 2024
- Fund Transfer Report August 2024
- 3. Monthly Revenue & Expenditures Report August 2024
- 4. Treasurer's Report
- 5. Purchase Order Report August 2024
- 6. Approve an Agreement with Rubidoux Community Services District to Deliver Imported State Water Project Water
- 7. Approve a Funding Agreement with San Bernardino County for Safeguarding Fontana Through a Fire Hydrant Retrofit Project
- 8. Consider a Water System Infrastructure Installation and Conveyance Agreement with LPC Fontana North, LP for Parcels 2, 3, 4, and 5 of Parcel Map 20167
- 9. Consider a Water System Infrastructure Installation and Conveyance Agreement with HDO4, LLC for Ventana Duncan Canyon Road Backbone 3B.
- 10. Consider a Professional Services Agreement with PBK Architects for Master Planning Services for the Facilities Master Plan

#### **BUSINESS MATTERS**

11. Water Professionals Appreciation Week 2024

Manager of Public Outreach and Government Affairs Pantaleon presented the report.

Motion to adopt the resolution declaring October 5 -13, 2024 as Water Professionals Appreciation Week.

RESULT: APPROVED [UNANIMOUS]

MOVER: Angela Garcia, Director SECONDER: Daniel Jenkins, Vice President

**AYES:** Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

## 12. Committee Assignments

The Board of Directors discussed the Committee and Board assignments and presented Director Bennett the option of serving on the Human Resources Committee, Finance Committee, or Safety and Technology Committee. Director Bennett selected the Human Resources Committee and Safety and Technology Committee, and also accepted the Board seat for the San Bernardino Valley Municipal Water District.

Motion to assign Director Bennett to the Safety and Technology Committee, in place of Vice President Jenkins; Human Resources Committee, in place of President Young; and to the Board seat for the San Bernardino Valley Municipal Water District.

RESULT: APPROVED [UNANIMOUS]
MOVER: Daniel Jenkins, Vice President

**SECONDER:** Angela Garcia, Director

AYES: Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

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

## 1. Board Committee Reports

Director Garcia reported on the External Affairs Committee and the Engineering, Operations and Planning Committee meeting.

Vice President Jenkins reported on the Finance Committee meeting.

## 2. Board Members

Vice President Jenkins reported on his attendance at the Rialto Wastewater Presentation.

Director Moore reported on his attendance at the Rialto Wastewater Presentation.

Director Bennett reported on his attendance at the Rialto Wastewater Presentation.

Director Garcia reported on her attendance at the Fontana's Chill and Grill event and acknowledged City of Fontana Mayor Warren who was in attendance at the Board meeting.

President Young allowed public comment by Mayor Warren who commended the Board of Director's for their work.

President Young wished his mother a happy early birthday and Vice President Jenkins wished his eldest son a happy birthday.

## 3. General Manager

General Manager Thiel provided an update on recruitment and his attendance at the Rialto Wastewater Presentation.

## 4. Legal Counsel

General Counsel Ferre presented an update on the Levine Act, Prop 218 bills that were signed, and SB 937.

## 5. Board Secretary

Board Secretary Dominguez provided an overview of upcoming meetings and events and suggested the November 7<sup>th</sup> Regular Board meeting be moved to an Adjourned Regular Board meeting on November 14<sup>th</sup> due to a conflict with the Southern California Water Coalition annual meeting. The Board concurred. The Board also concurred with moving the November Engineering, Operations and Planning Committee meeting to the 19<sup>th</sup>, due to the Thanksgiving holiday.

## **ADJOURN**

President Young adjourned the meeting at 7:48 p.m.

ATTEST:	
Elvia Domingu	ez, Board Secretary

## MINUTES

## REGULAR BOARD MEETING

## of the

## WEST VALLEY WATER DISTRICT

## October 17, 2024

## **OPENING CEREMONIES**

Call to Order - President Young called the Regular Board Meeting of the West Valley Water District to order at 6:02 p.m.
Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Angela Garcia	$\overline{\square}$		
Estevan Bennett	$\overline{\square}$		
Kelvin Moore		$\overline{\mathbf{V}}$	
Daniel Jenkins	V		
Gregory Young	$\overline{\square}$		
General Counsel			
Jeff Ferre	$\overline{\square}$		
Staff			
John Thiel	$\overline{\square}$		
Linda Jadeski	$\overline{\mathbf{V}}$		
William Fox	$\overline{\square}$		
Haydee Sainz	$\overline{\square}$		
Joanne Chan	V		
Elvia Dominguez		$\overline{\checkmark}$	
Socorro Pantaleon	V		
Rocky Welborn	V		
Paola Lara	$\overline{\square}$		
Albert Clinger	$\overline{\square}$		
Robert Ramirez	$\square$		

Approval of Any Board Member Requests for Remote Participation - None. Pledge of Allegiance - The Pledge of Allegiance was led by Vice President Jenkins. Opening Prayer - The Opening Prayer was led by Pastor Joseph Breaux Jr.

## **CLOSED SESSION**

Public Participation on closed session matters

President Young inquired if anyone from the public would like to speak on closed session items. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

The Board entered into closed session at 6:07 p.m.

Report out of Closed Session

The Board adjourned the closed session at 7:12 p.m. to conduct the business portion of the meeting which commenced at 7:15 p.m. with all Board members present except Director Moore who was absent.

General Counsel Ferre reported that the Board discussed the closed session items. There was direction to have a special meeting on October 24, 2024 to continue discussing closed session item #1. There was no reportable action for closed session item #2.

## ADOPT AGENDA

General Counsel Ferre recommended the Board adopt the agenda with the addition to make the Cancer Awareness Proclamation, under Presentations, a Board action item to adopt the proclamation.

Motion to adopt the agenda with the addition of the following item as permitted under Government Code Section 54954.2(b)(2): Adoption of Cancer Awareness Proclamation.

RESULT: ADOPTED [UNANIMOUS]

**AYES:** Estevan Bennett, Angela Garcia, Daniel Jenkins, Gregory Young

**ABSENT:** Kelvin Moore

## **PUBLIC PARTICIPATION**

President Young inquired if anyone from the public would like to speak. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

## **PRESENTATIONS**

## 1. Roemer Update

Director of Engineering Welborn presented a PowerPoint presentation on the progress of the Roemer project.

2. Cancer Awareness Proclamation.

This item was made a Board action item to adopt Proclamation under Adoption of the Agenda.

General Manager Thiel introduced the proclamation and President Young read the Cancer Awareness Proclamation.

President Young acknowledged his mother who is currently battling cancer.

Motion to adopt the Cancer Awareness Proclamation declaring the month of October as Cancer Awareness Month.

RESULT: APPROVED [UNANIMOUS]

MOVER: Angela Garcia, Director SECONDER: Daniel Jenkins, Vice President

**AYES:** Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

#### CONSENT CALENDAR

Motion to approve Consent Calendar item #1.

RESULT: APPROVED [UNANIMOUS]

MOVER: Angela Garcia, Director SECONDER: Daniel Jenkins, Vice President

**AYES:** Estevan Bennett, Angela Garcia, Daniel Jenkins, Gregory Young

**ABSENT:** Kelvin Moore

1. September 19, 2024 Regular Meeting Minutes

## **BUSINESS MATTERS**

2. Adopt Resolution Adopting a Mitigated Negative Declaration for the Well No. 57 Project Director of Engineering Welborn presented the item.

President Young opened the public hearing.

President Young inquired if anyone from the public would like to speak. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public hearing.

Motion to approve the Initial Study, Notice of Determination, and Mitigated Negative Declaration (MND); Adopt Resolution No. 2024-09 adopting a MND for the new Well No. 57 Project; and Authorize the General Manager to execute all necessary documents.

RESULT: APPROVED [UNANIMOUS]
MOVER: Daniel Jenkins, Vice President
SECONDER: Estevan Bennett, Director

**AYES:** Estevan Bennett, Angela Garcia, Daniel Jenkins, Gregory Young

**ABSENT:** Kelvin Moore

3. Nitrates Study

General Manager Thiel presented the item and the proposal for the Nitrates study received from WSC, and requested direction from the Board of Directors on how to proceed.

The Board of Directors discussed the study. President Young spoke in favor of the study and the benefits of having the information for lobbying efforts in Washington D.C. Director Garcia voiced concern with the District funding the study because the District's service area is just a small portion of the whole study area. She requested staff reach out to other agencies to find funding partners to be able to present this as a collaborative effort when they go to Washington D.C.

General Counsel Ferre opined that finding funding partners is ideal to ensure the District is not spending District funds outside of our jurisdiction.

Director of Engineer Welborn stated that IEUA had verbally agreed to fund 50% of the study. The Board of Directors agreed to move forward with the study contingent of an agreement with IEUA to fund 50% of the study.

Director of Engineering Welborn pointed out a mathematical error on the spreadsheet included in Exhibit A attached to the staff report.

Motion to approve the General Manager to move forward with the Nitrates Study, contingent of an agreement with IEUA to fund 50% of the study, and to continue to look for additional partners.

RESULT: APPROVED [UNANIMOUS]

MOVER: Angela Garcia, Director SECONDER: Estevan Bennett, Director

**AYES:** Estevan Bennett, Angela Garcia, Daniel Jenkins, Gregory Young

**ABSENT:** Kelvin Moore

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

## 1. Board Committee Reports

President Young reported on the Policy Committee meeting.

Director Bennett reported on the Human Resources Committee meeting.

## 2. Board Members

Director Garcia wished a happy heavenly birthday to her mother-in-law.

Vice President Jenkins reported on his attendance at the Fontana Chamber Luncheon.

President Young recognized those who are fighting cancer.

## 3. General Manager

General Manager Thiel provided a recruitment update, reported on the All Hands meeting this week, and on his attendance at Rialto's Water Treatment Plant Tour.

## 4. Legal Counsel

General Counsel Ferre reported on a bill going into effect which will update the Public Records Act requirements for 14-day extensions during a state declared State of Emergency.

## 5. Board Secretary

Executive Assistant Lara provided an overview of upcoming meetings and events.

## **ADJOURN**

President Young adjourned the meeting at 8:24 p.m.

ATTEST:	
Elvia Domi	nguez, Board Secretary



## STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Task Order with Michael Baker International, Inc for Design of Pump Station 7-2

#### **MEETING HISTORY:**

10.24.2024 Engineering, Operations and Planning Committee REFERRED TO BOARD

## **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.

This item is in support of the Districts Strategic Plan Goal to manage and deliver a safe, reliable, and sustainable water supply and strategy of increasing system capacity for anticipated growth.

## **FISCAL IMPACT:**

The cost to perform the 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. 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 Board of Directors:

- 1. Authorize entering into Task Order with Michael Baker International, Inc., in the amount of \$39,210.00 for the professional engineering services for the Design of Pump Station 7-2; and
- 2. Authorize additional work with Michael Baker International, Inc., up to \$20,000.00 for any unforeseen future services related to the design of Pump Station 7-2; and
- 3. Authorize the General Manager to execute all necessary documents.

## **Attachments**

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

# Exhibit A

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 form 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.

<u>Deliverables:</u> 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 form 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.

<u>Deliverables:</u> 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.

<u>Deliverables:</u> 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 form 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 DISTIRCT will provide the District's current front-end templates.

#### Fee

		Approximate Person Hours					Total		
Task Description		Technical Manager	Sr. Electrical Engineer	Electrical Engineer	Design Engineer	Environmental Assocaite	Est	stimated Fee	
		\$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	
	Person-Hours Task Subtotal	23	25	68	99	10	\$	39,110	
	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
Proposed Contract Amount	\$300,042.00	

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



## STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: 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

## **MEETING HISTORY:**

10.24.2024 Engineering, Operations and Planning Committee REFERRED TO BOARD

## **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.

This item is in support of the District's Strategic Plan Goal to manage and deliver a safe, reliable, and sustainable water supply and strategy increase system capacity for anticipated growth.

#### FISCAL IMPACT:

No fiscal impact to the District.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors:

- 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.

## **Attachments**

Attachment A - WICA.pdf

# Attachment A

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of \_\_\_\_\_\_ by and between **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 <u>Exhibit "A"</u>.

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 <a href="Exhibit" "B"</a> 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. <u>General Liability</u>: 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. <u>Automotive/Vehicle Liability Insurance</u>: 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. <u>Workers' Compensation Insurance</u>: 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. <u>Excess Liability</u>: 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.
- 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 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:	John Thiel, General Manager	Date:
	DEVELOPER:  FONTANA SIERRA INDUSTRIAL, LLC,		
By:	Shea P	ornia limited liability company roperties Management Company, Delaware corporation, its manager	
	By:	Jason Korengold, Senior Vice President Authorized Agent	Date:

### Exhibit A









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



### Exhibit B

- VENEZ PALLE REPROBACION ALCONOMICA PROFESSIONA AND SPECIOLATINOS AND WEST VALLEY WATER DISTRICTS STANDARDS FOR DOMESTING THE PACIFICIES. THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION METRING WITH CONSTRUCTION METRING WITH CONSTRUCTION.
  - CONTROLLED ALSONS CELL CONTROLLED THE SERVICE INCLUDE CONDITIONS LUMBOR THE CONTROLLED THE SHALL INCLUDE SERVICE AND CONTROLLED THE SERVICE THE THE SHALL SHALL SHALL CHARLES THE SHALL OF SHALL THE CONTRACTOR'S ATTENTION IS EXPRESSLY DRECTED TO ALL THE REQUIREMENT AND PROVISIONS OF THE STATE O'CLUCIANDA SAFETY REGULATIONS. CONFORMANCE THERETO SHALL BE STRECLIF PROVISED DURING THE O'THE CONFORMANCE THERE O'S ALL BE STRECLIF OF THE CONFORMANCE THE SHALL BE REQUIRED FOR TREADERS IN EXCESS OF 50 FET IN DEPTH.

IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REWEW AND APPROVAL.

WATER LINE CONSTRUCTION NOTES (CONT.)

29. CONTROLLED TO LUBRISH 2 - YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALED WITH THIS PLAN. WATER LINES TO BE INSTALLED ONLY AFTER THE COMPLETION OF CONCRETE CURB AND GUTTER.

- CONTRACTOR SHALL BE SOLELY RESPONSBLE FOR ANY DAMAGE TO EXISTING MEALURING DIRECTLY OR MUNICECTLY FORM CONSTRUCION OPERATIONS, WHERE OR NOT SUCH FACULTIES ARE SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL UNCOVER/POTHOLE AND VERFY THE LOCATION AND DEPTH OF ALL EDSTRUC ULITY LIMES PRINCE FOR EXCHANGE. THE CONTRACTOR SHALL MAKE APPRICAPATE, ARRANGELERITS FOR THE PROTECTION OF ALL UNITESS. THE CONTRACTOR SHALL NOTH NO UNDERGROUND SERVICE ALLET AT 1-800-2272-2600. A IMMUNIO OF 48 HOURS FROR TO BECOMING WORK.

WATER LINE SHUTDOWNS ARE ONLY SCHEDULED BETWEEN TUESDAY THROUGH THURSDAY BASED ON DISTRICT AVAILABILITY.

WATER METERS WILL NOT BE RELEASED UNTIL COMPACTION REPORTS ARE RECEIVED AND APPROVED BY THE DISTRICT.

ALL DUCTILE IRON JOINTS, BENDS, AND FITTINGS SHALL BE MECHANICALLY RESTRAINED AS INDICATED ON THE PLANS.

ALL DUCTILE IRON PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30.

all work shall be completed per the district approved plan, any changes, sensitivities, or devations from these plans must frest be approved by the district bestige commensions.

- THE THE PROFESS WALL BE EXCENTED THE TO THE ARE OR AGE IN ACCORDANCE WITH THE PASK AND SECTIONINGS. ALL BENCHL SHALL BE FACED IN A STANDARD STANDARD STANDARD SECTIONINGS WITH THE PASK STANDARDS. SECTIONINGS WITH PROFESSION TO THE INSECTION TO THE PROFESSION TO THE PROFESSION TO THE STANDARD SAND EXAMILES WITH A WITH A WINDUM SAND EXUNATED TO THE OFFICE STANDARD SAND EXPLANDARD TO THE OFFICE STANDARD SAND EXPLANDARD TO THE OFFICE STANDARD SAND EXPLANDARD TO THE OFFICE STANDARD SAND SANDARD SANDARD
  - NO PIPELME SHALL BE INSTALED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE DENSTY TESTS, COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 90% RELATIVE COMPACTION.

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THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION OF A ONL, EMBURBE LUCKEDS DN STATE OF CALFORNIA NO ARE IN ACCORDANCE WITH THE 22, CODE OF REGULATIONS, CHAPTER 16, CALLFORNIA WATERWORKS STANDARD OF THE STATE OF CALLFORNIA

DESIGN

RCE NO. & EXPIRATION DATE

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

NAME OF ACENC

- COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WITRE DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE WISDICIBLARIS OF ANY AGENCY HAVING JURISDICTION. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE RESPECTOR AND KAND ARRENDOIN THEREOF, ANY ROAD BASE, PAWING, CLIRB AND CLITTER OR OTHER IMPROVEMENTS CUT, REMOVED OR DAMAGED IN COMJUNICATION WITH THIS PROJECT.
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  - ALL WORS SHALL ME REPORTED IN THE MEST VALILY, WHERE DESIRED WITH ANY DESI

PRINT NAME OF FIRE AGENCY PERSONNEL SIGNING BELOW

- THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS ON BRIGINEERING JUDGHENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECTIFICATIONS. 14. ALL STATIONING SHOWN ON THESE PLANS SHALL BE MEASURED ALONG THE CENTERLINE OF THE STREET OR AS SHOWN ON PLANS. 2
- 16. CONCRETE THRUST BLOOKS SHALL BE NISTALLED AT ALL PIPE BENDS AND FITTINGS, IN ACCORDANCE WITH DISENTED STANDO DRAWNE, WAS INSPIRED STALL DETENMENT OF CONDITIONS WITH BE WEEDED IN FIELD. 15. THE CONTRACTOR SHALL NOTIFY THE DISTRICT AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY TE-INS TO EXISTING WATERLINES.

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE WEST VALLEY WRITER DISTRICT AND THAT THE DISTRICT IS MILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

GENERAL CONSTRUCTION NOTES

- 17. AN AIR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM. A BLOW-OFF ASSEMBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.
- 18. A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE WHICH IS SET IN THE WENCHON. THE CONTRACTIONS VALUE BERSEVASIBLE FOR SETTING VALVE BOXES. TO GANGE AFTER FRALL BRADING OR PAINIG OFFICIALITIES. VALVES 12-INCHES AND LARGER SHALL BE BUTTERFLY VALVES. VALVES SHALL BE RATED FOR 150 P.S.I. OR AS SHOWN ON THESE PLANS.
  - 20. ALL NEW WATER FACULTY MAPROVEMENTS SHALL BE TESTED AND DISINFECTED PRIOR TO CONNECTION OF LOSSYETIM, PARE NAME ACSI, CONFINACIONS AND LAST FACULIED FOR PRESSURE TESTING CONNECTIONS AND RESUMENTS TO CONFINE AND CONTINUE AND INSTALL TEMPORARY BULCHEADS AS RECUMED FOR PRESSURE TESTING
    - PIPE 20" AND SMALLER SHALL BE CLASS 350 DUCTILE PIPE, WITH FULLY RESTRANDED JOHNS. PIPE 24" AND LARGER SHALL BE THRONESS CLASS 150. 10 AC CRIMENT WORTAR LINED AND COATED STELL PIPE OR AS SPECIFIED.
- WATER SERVICE LATERALS, SHALL BE TYPE K COPPER LINE, MINIMUM 1" DIAMETER, WHIT 1" X" ANGLE VALVES MIN LOSK MING NO LOTS. THERE SHALL BE A SEPARAT E SERVICE FOR EACH LOT BEING SERVICE, DIES SERVICE PER PIPE THEM ALL SERVICE FOR LOTS.
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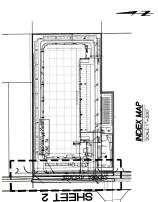
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# WATER DISTRICT WATER IMPROVEMENT PLANS VALLEY WEST

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1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS, AND SPECIFICATIONS AND WEST WALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACULTES AS OF THE DATE OF PLAN APPROVAL. 2. THE COMPACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH THE WEST WALEY WATER DISTRICT AND THE DISTRICT AND THE

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# R.C.E. NO. 56155 Day 12-31-24

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2 WATER IMPROVEMENT PLAN

INDEX OF SHEETS

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THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE WEST VALLEY WITHE DISTRICT AND THAT THE DISTRICT IS WILLING AND MARE. TO SUPPLY WATER TO SERVE THIS LOCATION.

WATERLINE IMPROVEMENT PLANS FOR WEST VALLEY WATER DISTRIC ROWNE G. STERTEL BATE

SIERRA INDUSTRIAL BUILDING 5187 SIERRA AVE., FONTANA, CA 92337

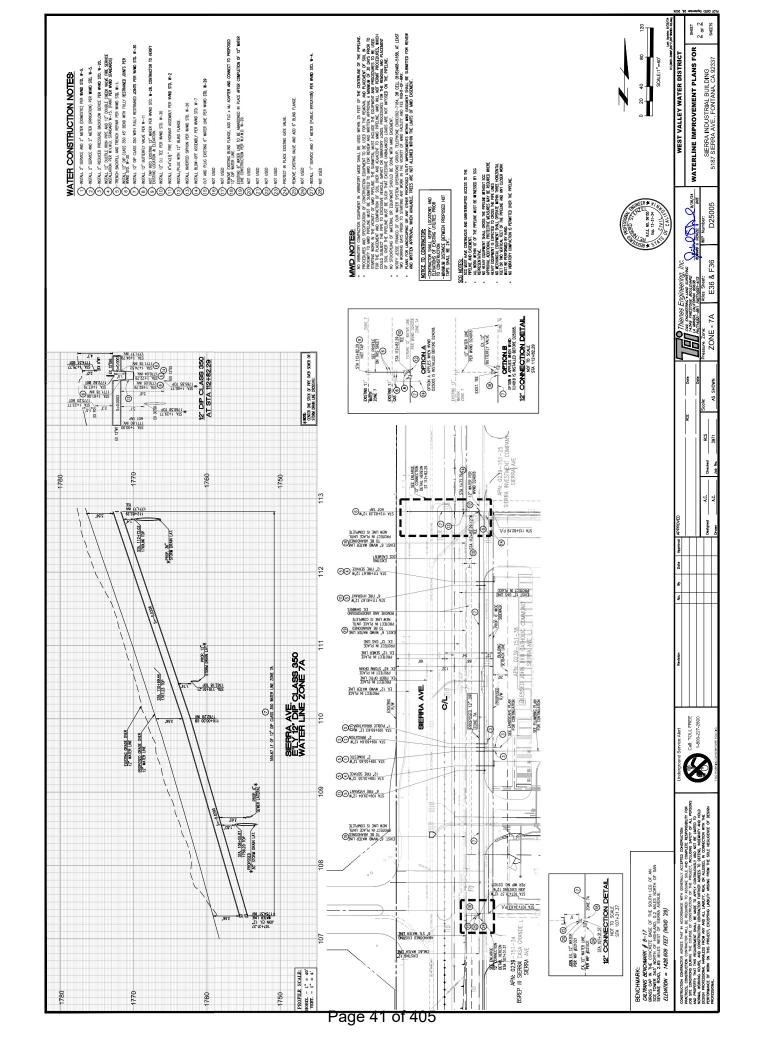
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Call: TOLL FREE 1-800-227-2600

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### Exhibit C

BOND NO	
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#### 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)			
	(Add	ress of Sur	ety) duly author	rized to trans	act bu	usiness unde	r the
laws of the Stat	te of California, a	s Surety, are	e held and firm	ly bound unto	the '	WEST VAL	LEY
WATER DIST	RICT in the sum	(TBD – DE	EVELOPER TO	O PROVIDE	AT	LATER DA	ATE)
no/100 dollars	(TBD – DEVELO	OPER TO	PROVIDE AT	LATER DA	TE),	lawful mon	ey of
the United State	es, for the paymen	nt of which	sum well and t	ruly to be ma	de, w	e bind ourse	elves,
our heirs, exec	cutors, administra	tors, and s	uccessors, join	tly and sever	rally,	firmly by	these
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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
SURETT
(NOTARIZATION AND SEAL)



#### STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

FROM: Joanne Chan, Director of Operations

**SUBJECT:** Purchase of a New 2024 Caterpillar Backhoe Loader

#### **MEETING HISTORY:**

10/24/24 Engineering, Operations and Planning Committee REFERRED TO BOARD

#### **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 title "Caterpillar Backhoe" with a budget of \$190,000.00.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors:

- 1. Authorize participating in Sourcewell contract pricing with QUINN CAT in Riverside to purchase a new 2014 Caterpillar Backhoe Loader; and
- 2. Authorize the General Manager to execute all necessary documents.

#### **Attachments**

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

#### **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

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

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. <u>USE OF RESULTING CONTRACTS</u>

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>&</sup>lt;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): <a href="https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator">https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator</a>.

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. <u>SOLUTIONS-BASED SOLICITATION</u>

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:
  - 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. <u>Safety Requirements</u>. All items proposed must comply with current applicable safety or regulatory standards or codes.
- 2. <u>Deviation from Industry Standard</u>. 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. <u>Delivered and operational</u>. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
- 5. <u>Warranty</u>. 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. <u>ADDITIONAL CONSIDERATIONS</u>

- 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. <u>REQUIREMENTS</u>

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. <u>ADMINISTRATIVE FEES</u>

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 <a href="mailto:support@bidsandtenders.ca">support@bidsandtenders.ca</a>.

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 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. <u>OPENING</u>

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 Sourcewell 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 Sourcewell 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 Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell 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:
  - o 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 Sourcewell 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.

Sourcewell 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 Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

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

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

#### 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.



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

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### AFFIDAVIT OF PUBLICATION



### **DJC**OREGON

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

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
COMMISSION EXPIRES NOVEMBER 05, 2022

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://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.

Published Nov. 16, 2022. 12

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.

Legal Clerk

Notary, State of WI, County of Brown

Notary State of WI, County of Brown

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### AFFIDAVIT OF PUBLICATION

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Attention: Carol Jackson

**SOURCEWELL PO BOX 219** STAPLES, MN 56479

### **REQUEST FOR PROPOSALS**

REQUEST FOR PROPOSALS
Sourcewell, a State of Minnesota local
government unit and service cooperative,
is requesting proposals for Heavy Construction Equipment with Related
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IPL0098079 Nov 15 2022

### State of South Carolina

### **County of Richland**

I, Tara Pennington, makes oath that the advertisment, 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:

Beginning Issue of: 11/15/2022

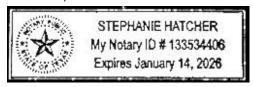
Ending Issue of: 11/15/2022

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

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  $\bar{I}$  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 Inbee 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 Thitifkul 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

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 ninetime 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 1/3 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

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### **NOTICES** PUBLIC NOTICE

Choice Partners, is a national cooperative that will be accepting proposals in response to the following Request for Proposals (RFP) Interested proposers may go to www.choicepartners.org and register to download

the solicitation or

call 713.696.1337.

RFP 23/017KN Office Supplies & 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: https:// hcdeebid.ionwave.net.

Let it be known, an unrebutted 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 www.thewaythetruthandthe lifedivinejesus.blogspot.com and ww.allcreatorsgifts.blogspot.com



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### **PUBLIC NOTICE NOTICE TO OFFERORS**

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1GPA will receive responses electronically via OpenGov Procurement at:

https://procurement.opengov.com/portal/1GPA

Until December 15, 2022 @ 11:00 AM Arizona Time 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. Solicitations may be downloaded online at the link above. For additional information please contact Rebecca Seifert at 866-306-3893 or rseifert@1gpa.org

### Request for Proposal (RFP)

E&I Cooperative Services, Inc. invites the submission of sealed proposals for:

EI00186~2022RFP for Learning Management Systems

Proposals are due by 1:00 PM ET on Monday, January 9, 2023.

Respondents must submit their RFP response using E&I's Electronic Sourcing Solution which is accessible via https://www.eandi.org/contract-finder/rfp-development/ E&I does not accept hard copy submissions or submissions through

any other medium other than its Electronic Sourcing Solution.

E&I is committed to developing mutually advantageous business relationships with minority, women, disabled, veteran, and service-disabled veteran-owned businesses

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

Central Time, and late proposals will not be considered.

Procurement Portal will be considered Proposals are due no later than January 17, 2023, at 4:30 p.m.

### CHANGE OF NAME

Change Of Name I, Harsh Saraiya s/o Pankaj Saraiya r/o San Francisco, CA shall be known as Harsh Saraiya-Tran

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Category: Goods

Potential vendors (bidders)

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)

### Heavy Construction Equipment with Related Attachments and Technology

### Opportunity Information

Organization: Canoe Procurement Group of Canada

Organization Address:

AB-2022-06557 Reference Number: 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

NWPTA/TILMA & CFTA & CETA & TCA Agreement Type:

Region of Opportunity: Open Region of Delivery:

Opportunity Type: Open & Competitive

Commodity Codes:

N3815: Crane and Crane-Shovel Attachments

N3815: Crane and Crane-Shovel Attachments
N3805C: Excavator, Hydraulic, Truck Mounted
N3805FC: Loaders, Scoop Type, Wheeled 4V4. One Cubic Yard or Less
N3805FB: Loaders, Scoop Type, Wheeled 4V4, One Cubic Yard or Larg
N38105: Cranes and Crane-Shovels
N3805: Earthmoving and Excavating Equipment
N3805E: Earth and Rock Hauling Trucks and Trailers

N3805D: Graders, Road, Motorized N3805B: Excavator, Hydraulic, Crawler Mounted

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 Manage 2510 Sparrow Drive

Nisku, Alberta T9E 8N5 Tel: 218-895-4168

Email: rfp@sourcewell-mn.gov

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 propo will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on

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

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 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.

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMNB, NSFM, 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 perfaining to the language, concent of any missing or inaccurate information within this abstract must be sent to its originator of the above, as septicified, the opportunity office.

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Sourcewell

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

0 Questions 0 Unanswered [View Questions] Questions

Edit Bid [Edit]

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

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

Agency Sourcewell

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

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-mn.gov]. Only proposals such integration and late 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.

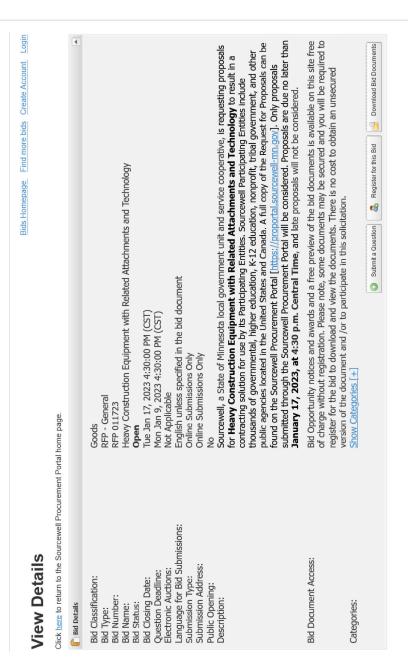
Documents

No Documents for this bid

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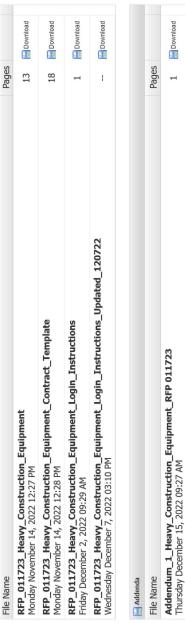




## Meeting Locations

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

Meeting Location	Description	Date / Time -	Mandatory Me	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)	N		
Occuments					
File Name				Pages	
RFP_011723_Heavy_Construction_Equipment	-Equipment			13 🛅 Download	



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

proposals for Heavy Construction Equipment with Related Attachments and Technology to result in Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. 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 Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewellother public agencies located in the United States and Canada. A full copy of the Request for not be considered.

### Important Dates

December 6, 2022 at 10:00 am CST Pre-Proposal Conference:

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



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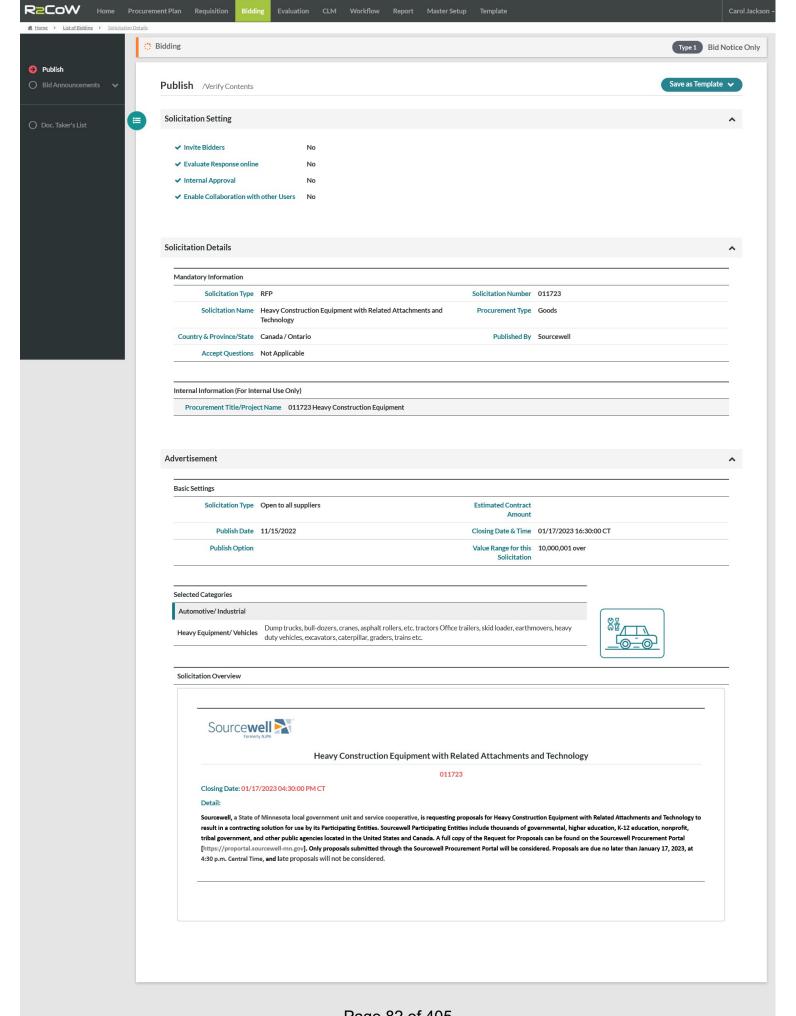
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All Solutions →

Supplier Resources →

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### **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

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



### **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 [proportal.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 Sourcewell Procurement Portal, on January 17, 2023, at 4:31:28 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.



Carol Jackson
6EE63AEDED5F46E...

## DocuSign Envelope ID: C0817FAE-9B3E-49E2-AF8A-C2ADDC72465C

## Sourcewell S

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

	THE PURCHASING SO			<u> </u>	<u>-</u>					
			CNH Industrial America,	Doosan Infracore North			Hitachi Construction		Hyundai Construction	John Deere Shared
	•	Caterpillar, Inc.	ПС	America	Gradall Industries, Inc.	Grove U.S., LLC	Machinery America's, Inc.	Hi-Vac Corporation	Equipment Americas, Inc.	Services, LLC
	Possible Points									
Conformance to RFP										
Requirements	50	44	40	39	43	36	40	39	40	41
Pricing	400	329		316	333	278	333	319	333	339
Financial Viability and										
Marketplace Success	75	67	65	62	63	59	09	61	62	62
Ability to Sell and Deliver										
Service	100	90	82	78	80	79	79	75	78	87
Marketing Plan	20	43	41		40	38		39	41	41
Value Added Attributes	75	99	99	61	85	28	61	22	28	64
Warranty	20	44		40	41	41	44	40	42	41
Depth and Breadth of										
Offered Equipment,										
Products, or Services	200	174	167	162	154	139	161	140	162	171
<b>W</b> tal Points	1,000	857	838		812	728	818	292	816	846
®nk Order		1	4	14	11	16	6	15	10	m
e										
87							LiuGong Construction			
of		Kobelco Construction Machinery, USA	Komatsu America Corp.	LBX Company, LLC	Liebherr USA Co.	Link-Belt Cranes	Machinery North America, LLC	MAZIO ATTACHMENTS, LLC	SANY America	Volvo Construction Equipment North America
: 4	Possible Points									
Onformance to RFP					;	:			:	
Reduirements	90				38	41			41	44
Pricing	400	348	343	265	336	329	340		329	334
Financial Viability and Marketplace Success	7.	69	63	ን የ	25	69	የ		59	64
Ability to Sell and Deliver										
Service	100	80	83	73	75	81	80		79	88
Marketing Plan	20	41	43		28	41	41		42	43
Value Added Attributes	75	9	63		85	09	09		09	64
Warranty	20	42			43	41	44		42	44
Depth and Breadth of										
Offered Equipment,						_				
Products, or Services	200				165	154			168	159
Total Points	1,000	835	847	200	808	808	820		820	837
Rank Order		9	2	17	12.5	12.5	7.5		7.5	5

Possible Points  Only Pricing Financial Viability and Marketplace Success Ability to Sell and Deliver	Kobelco Construction					LiuGong Construction	_		
Fossible Points formance to RFP uirements fing ncial Viability and ketplace Success ketplace Success	Machinery, USA	Komatsu America Corp.	LBX Company, LLC	Liebherr USA Co.	Link-Belt Cranes	Machinery North America, LLC	MAZIO ATTACHMENTS, LLC	SANY America	Volvo Construction Equipment North America
d 4									
ty and ccess and Deliver									
4	43	43	36	38	41	42		41	44
•	348	343	265	336	329	340		329	334
•									
	62	63	55	57	62	55		59	64
	80	83	73	75	81	80		79	85
Marketing Plan 50	41	43	32	37	41	41		42	43
Value Added Attributes 75	9	69	99	28	09	09		09	64
Warranty 50	42	43	40	43	41	77		42	44
Depth and Breadth of									
Offered Equipment,									
Products, or Services 200	154	166	146	165	154	158		168	159
Total Points 1,000	835	847	902	608	608	820		820	837
Rank Order	9	2	17	12.5	12.5	7.5		7.5	5

James Voelker -DocuSigned by:

Michael Muñoz, CPPB, Procurement Analyst -0B0204E40D3E445... (20 /cg

DocuSigned by:

Carol Jackson —6EE63AEDED5F46E... -DocuSigned by:

Bill Davison -DocuSigned by:

—679614F597034BA... Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

-15F6CCFFA61E4A0...

James Voelker, CPCM, CFCM, Procurement Lead Analyst

Carol Jackson, 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

### 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

21.00%
21.00%
21.00%
21.00%
21.00%
21.00%
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%

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

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 (LAT 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 involce are subject to same list discount as machine Non-Attachde ACT DEM 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

Discount to Customer (Off List Price)
15.00%
15.00%
15.00% 15.00%
15.00%
00.000/
22.00% 22.00%
22.00%
22.00%
22.00%
22.00% 22.00%
22.00%
22.00%
18.00%
18.00%
18.00% 18.00%
18.00%
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17.00% 17.00%
17.00%
17.00%
3.00%
3.00% 3.00%
3.00%
12.00%
12.00%
12.00%
15.00%
13.00%
15.00% 13.00%
One Time Only
23.00%
23.00%
23.00%
23.00% 23.00%
23.00%
24.00%
24.00%
24.00%
24.00% 20.00%
18.00%
18.00%
20.00%
15.00%
11.00% 11.00%
11.00%
11.00%
11.00%
19.00%
22.00% 23.00%
15.00%
N/A
N/A
15.00%
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 taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt 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 ecommerce 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 Sourcewell 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 Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell'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 Sourcewell 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, Sourcewell 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

Sourcewell'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 Sourcewell 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 Sourcewell 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**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell 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.
By: Docusigned by:  JEVETHY Schwartz  COFD2A139D06489	Patrick teams  68A87926721B4E0
Jeremy Schwartz	Patrick Kearns
Title: Chief Procurement Officer	Title: Vice President Sales & Marketing, Construction Industries
5/5/2023   9:41 AM CDT Date:	5/24/2023   9:13 AM PDT Date:
Approved:	
By: Docusigned by:  Chad Coautte  7E42B8F817A64CC	
Chad Coauette	
Title: Executive Director/CEO	
5/24/2023   12:16 PM CDT Date:	

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

### **Vendor Details**

Company Name: Caterpillar Inc

100 NE Adams St

Address:

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 #: aeaa61ae-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 *
	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.
	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 *
	Provide your CAGE code or Unique Entity Identifier (SAM):	<b>11083</b>
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html *
	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
	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
	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 Provides a brief history of your company, including your company, sor or values, business philosophy, and industry longerity related to the requested equipment, products or services.  11 Provides a brief history of Caterpillar is all about doing creating, building, problem solving, which are part of our rich heritage. More importantly, we are proud of the people with the strength of the requested equipment, products on the company one breakthrough is a time. Beginning with Berginin or services.  12 Provides a brief history of Caterpillar in the company one breakthrough is a time. Beginning with Berginin or services are considered and building the company one breakthrough is a time. Beginning with Berginin or services backed with the company one breakthrough is a time. Beginning with Berginin or services backed with the provider of the provider in the company is dely income a Caterpillar in the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural or company is dely income and remove substantiable world and are committed and contributing to a reduced-carbon future. Our innovative products and services brough our Financial Products segment.  12 Products segment.  13 What are your company's expectations in the event of an award of the products 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.  14 What are your company's expectations in the event of an award would be to facus on authority to the products required the surface of conduct that can be found at high-always 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			
the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar inc. is the world's leading manufacturer of construction and miting sequipment, off-rightway diseal and natural ways and the properties of t	10	including your company's core values, business philosophy, and industry longevity related to the requested equipment, products	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
manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and dissol-electric locolws. 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 unotable products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterplial does business on every continent, principally customers succeed. Caterplial does business on every continent, principally customers succeed. Caterplial does business on every continent, principally customers succeed. Caterplial and products segment.  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 Caterplial and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterplial and products are provided to the support of			the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor
and believe in, documenting the uncompromisingly high ethical standards our company has uphel since its founding in 1925. 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.  Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html  What are your company's expectations in the event of an award?  Caterpillar is honored to have served Sourcewell and its members who have proud to have earned the Sourcewell Inc. Sourcewell is members who have proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.  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 Cateler 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.  We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.  Caterpillar lnc, is a publicity traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/inversions.caterpillar.com/			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 & Transportation — and providing financing and related
https://www.caterpillar.com/en/company/code-of-conduct.html  11 What are your company's expectations in the event of an award?  12 Eaterpillar is honored to have served Sourcewell and its members who have purchased €at® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have amed the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.  13 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.  14 We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.  15 Caterpillar inc. is a publicity traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx included as attachments.  16 Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents.  18 As 2022 results are yet to be released, below you can find a summary of our full year 2021 full year sales and revenues were \$518 of which, North American sales were \$228. Operating profit was \$6.98 with a profit per share of USD \$11.83.  19 Dividends paid per share of USD \$4.28.  10 Alta is your US marke			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,
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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.  Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://linvestors.caterpillar.com/overview/default.aspx (Caterpillar such 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://linvestors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents.  As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials.  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 \$1.83. Dividends paid per share of USD \$4.28.  What is your US market share for the solutions that you are proposing?  What is your Canadian market share for the solutions that you are proposing?  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.  What is your business ever petitioned for  No.			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
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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.  Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents.  As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials.  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.  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.  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.  Has your business ever petitioned for  No.	12	stability with meaningful data. This could	
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solutions that you are proposing? 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 No.	13		the US and Canada. Market share information beyond what is made publicly
15 Has your business ever petitioned for No.	14		the US and Canada. Market share information beyond what is made publicly
	15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

16	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.  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? 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?	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.  Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs.  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.  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.
17	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.	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.  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.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A *

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

	Line Item	Question	Response *	
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	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.
		Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & 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 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – 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 Best Employers for Women 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes America's Best Employers by State 2020 – Forbes Best Employers for New Grads 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for New Grads 2020 – Forbes G
20	What percentage of your sales are to the	Observer (China)  The governmental and educational sector is extremely important to Caterpillar. We
	governmental sector in the past three years	have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.
21	What percentage of your sales are to the education sector in the past three years	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.
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?	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.
		Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.

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*	
10111			

26	Sales force.	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.  Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business.  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.	
27	Dealer network or other distribution methods.	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.	
		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.	*
		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.	
		Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	

28	Service force.	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.  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.  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.
		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.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:  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.  2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine.  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.  4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee.  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.

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DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88 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.

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.

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.

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.

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.

Some of our service solutions include:

-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 & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime.

-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.

-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.

-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.

Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.

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.

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.

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.

Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.

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32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	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.	
		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.	*
		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.	
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.  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?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.  Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
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.	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:
		1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers.  - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need.  - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments.  - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own.  - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation.  Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, 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.
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?	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.  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.
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.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers.  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.

**Table 8: Value-Added Attributes** 

Line Ques	stion	Response *	
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Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.

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.

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.

Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/

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Describe any technological advances that your proposed products or services offer.

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.

#### Next Generation Excavators:

Cat Vision Link - Delivering valuable data with connected machine.

Cat Payload - Precisely load targets every time for faster cycle times.

Cat Skid Steer and Compact Track Loaders:

Electronic Torque Management System - Helps maximize performance, minimize fuel consumption.

Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.

#### Cat Backhoe Loaders:

Selectable Power Management Modes - Saves fuel while maintaining machine performance.

Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.

#### Cat Tractors:

Stable Blade - Produces a smoother surface finish.

Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage.

#### 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.

Autodig - consistent high bucket fill factors delivers up to 10% more productivity.

#### Cat Off Highway Trucks:

Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button.

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.

#### 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.

Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping.

#### Machine/Operator Safety Technology:

Machine Security System - Gives you control over who can operate your machines and when. Prevents theft.

Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety.

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.

Cat Command - Remote control in operations where an operator could be at safety risk.

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.

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.	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.  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.  Caterpillar is engineering a brighter future through:  - Product innovations  - Advanced technologies leveraging know-how and R&D  - Usage of renewable fuels and fluids	
		- Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency	
		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.	*
		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.	
		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.	
		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.	
		For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	
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.	Plants certified with IDO 14001:2004 Environmental Management System include:  1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018  2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021  3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017  4) Mapleton - 14001:2004 self-certification issued Jan 2013  5) Reman Services - Corinth MS - ISO 14001:2004-May 2017  6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

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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 Aware 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 Divers 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.

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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?

#### BEST OVERALL VALUE / LOWEST LIFE CYCLE COST:

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.

#### CAT SAFETY SERVICES / SAFETY FEATURES:

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.

In addition to built-in safety features, we also offer products and services that are unique in the industry.

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.

Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.

Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.

Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.

Training - can be conducted with e-learning courses on http://safelyhome.cat.com, 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.

Fleet Management & 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.

Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.

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# **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.	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.	
		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:  1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier	
		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.	*
		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.	
		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.	

# **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.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.  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:  - Equipment & Attachments - Parts - Service - Rebuilds  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:	*
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.	https://www.cat.com/en_US/support/financing-protection.html  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 Sourcewell 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 predelivery 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		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 Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell and aggregate it for our reporting.  4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell 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 Sourcewell for facilitating, managing, and promoting the Sourcewell 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 Sourcewell'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.	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.
		Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include:
		- Cat Backhoe Loaders (9 models offered)
		- Cat Compact Track Loader/Skid Steer Loader (14 models offered)
		- Cat Track/Wheel Hydraulic Excavators (41 models offered)
		- Cat Motor Graders (7 models offered)
		- Cat Telehandlers (8 models offered)
		- Cat Track Loaders (3 models offered)
		- Cat Track/Wheel Dozers (15 models offered)
		- Cat Wheel Loaders (19 models offered)
		- Cat Wheel Tractor Scrapers (7 models offered)
		- Cat Articulated Trucks (5 models offered)
		- Cat Rigid Frame Trucks (2 models offered)
		- Cat Material Handlers (3 models offered)
		- Cat Landfill Compactors (3 models offered)
		- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.
		Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions
		<ul> <li>Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</li> <li>Services and support brochures can be found in the additional documents section by name of offering.</li> </ul>
		For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html
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 8readth 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	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	C Yes	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	C Yes	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	C Yes	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	C Yes	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	<ul><li>C Yes</li><li>c No</li></ul>	NIA
76	Accessories or attachments for the offering in #71-75 above	© Yes © No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	C Yes	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	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	© Yes	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	© Yes	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.	<ul><li>r Yes</li><li>r No</li></ul>	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
	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	C Yes 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 PlanISamples 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: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>; 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
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	M	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	M	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	M	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	M	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	M	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:
  - 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:	DocuSigned by:	
SOURCEWELL Schwartz	CaterBindaniolacteanus	
By: C0FD2A139D06489	Ву:68А87926721В4Е0	_
Name: Jeremy Schwartz	Name: Patrick Kearns	_
	menቲ/ብ၉၀ Vice President Sales & Marketing -	North America
Date: 5/24/2023   2:45 PM CDT	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 Machine Sales Representative

Jose Farias

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**

MACHINE OF ECH TOATIONS	
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)	642-9589
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	
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
BUCKET-MP, 1.4 YD3, IT	216-8840
CUTTING EDGE, TWO PIECE, WIDE	9R-5320
COUPLER, PG, HYDR.D.LOCK, BHL	485-5303
BUCKET-HD, 18", 4.2 FT3	219-3386

#### **WARRANTY & COVERAGE**

Standard Warranty: 12 MONTHS FULL MACHINE

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

# 2024 Sourcewell Contract# 011723-CAT

# **INCLUDES FOLLOWING SERVICE WITH PUCHASE**

- 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



#### STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

**FROM:** William Fox, Chief Financial Officer

**SUBJECT:** West Valley Water District Travel Policy

## **MEETING HISTORY:**

10/15/24 Policy Review and Oversight Committee REFERRED TO BOARD

#### **BACKGROUND:**

A proposed employee expense reimbursement policy was developed by the prior Finance Director. This policy was reviewed and used as the foundation for the proposed *West Valley Water District Travel Policy*. This proposed policy has been reviewed with the Policy Review & Oversight Committee and the Finance Committee. Both committees provided input, which has been incorporated into the proposed *West Valley Water District Travel Policy*. This policy memorizes existing practices that have not previously been placed in writing.

The District currently processes employee reimbursements requiring receipts for all amounts being submitted. Mileage reimbursements are at the standard IRS approved mileage rate. Employees frequently, but are not required to, include MapQuest or Google Directions to validate the distance being claimed for mileage reimbursement. Employees are encouraged to submit for reimbursement within thirty days of incurring expenses or upon return from a conference or other planned event. The reimbursements are evaluated based upon being actual and reasonable. They are reviewed and approved by the employee's immediate supervisor prior to submission to the Finance Department for payment.

## **DISCUSSION:**

The District's current practice for employee reimbursement contains many controls that follow best practices. The proposed policy incorporates these and also provides opportunities to further enhance the existing practices. Further enhancements include the development of an employee expense reimbursement form and memorializes the use of cost guidelines in the form of per diems as published by the Federal Government for meals and incidental expenses. This provides a frame of reference for reasonableness of costs incurred and a consistent approach in documenting expenses and facilitating reimbursements to employees.

A bench-marking study was conducted to examine how other agencies handle their employee reimbursements. The results of the bench marking study revealed that the proposed *West Valley Water District Travel Policy* incorporates best practices and will further strengthen the existing employee expense reimbursement process. As part of this enhancement process, an easy to complete employee expense reimbursement form was also developed.

The following are attached containing details: Exhibit A – Proposed West Valley Water District Travel Policy; Exhibit B – Proposed West Valley Water District Employee Expense Reimbursement Form; Exhibit C – Federal Government Table for per diems covering Meals and Incidental Costs. Additionally attached at Exhibit D is the bench-marking study of neighboring agencies related to employee reimbursements. The survey was presented to both the Policy & Oversight Committee and Finance Committee in two separate review sessions.

## **FISCAL IMPACT:**

There is no direct financial impact of the development and implementation of the Administrative Policy regarding employee expense reimbursements. However, from an operational perspective additional guidelines will improve clarity and accountability.

## **STAFF RECOMMENDATION:**

Staff recommends that the implementation of proposed West Valley Water District Travel Policy, West Valley Water District Employee Expense Reimbursement Form, and the Government Table for Meals and Incidental Costs as a guideline for employee travel expenses.

#### **Attachments**

Exhibit A - Employee Travel Policy.pdf

Exhibit B - Employee Expense Report.pdf

Exhibit C - Per Diem Rates For Meals and Incidentals.pdf

Exhibit D - Benchmarking Presentation.pdf

# **EXHIBIT A**



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APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE ACCOUNTS PAYABLE POLICIES & PROCEDURES	EFFECTIVE DATE

# West Valley Water District Travel Policy

# <u>Purpose</u>

The District is authorized to pay actual and necessary expenses of employees related to travel, meals and lodging provided those expenses are incurred in the performance of their work, which apply directly to the management and operation of West Valley Water District government. The District recognizes the value and importance of such travel which relate either to representing District interests before other agencies or the business sector, and also provide the opportunity for the exchange of ideas and training as it relates to the performance of District duties. Department Heads, or designees, are expected to use discretion, common sense and good business judgement when approving travel reimbursement for employees. This policy sets forth guidelines and establishes uniform practices and policies regarding expenditures associated with these District business activities.

# **Definitions**

- 1. <u>District-Authorized Travel:</u> Authorized activity which causes a District Employee to travel outside the District on approved District business.
- 2. <u>Authorized Activities:</u> District related business which has been approved by the General Manager, or his/her designee; the Department Head, or his/her designee, or by action of the District Board.

# Persons Covered by This Policy/Approving Authority

This policy applies to District employees with respect to any request or proposal to expend or be reimbursed from District funds for costs incurred on official District business. For purposes of this Policy only, the "Approving Authority" for individual employees is their Department Head. Approving Authority for Department Heads is the General Manager.



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If travel is requested when there are not adequate funds in the budget, then the employee must obtain approval for such travel and related expenses from the Department Head. This includes travel that is unanticipated but is necessary.

# **Travel Forms**

The Human Resources Department maintains the *Training or Seminar Attendance Request Form* as part of District personnel policies. This is the authorization form for approval to attend training, seminars, and conferences. The Finance Department maintains the *West Valley Water District Employee Expense Reimbursement Form*, which is available on-line and in the Finance Department. This is used to document the costs incurred and for paying the employee amounts owed.

# **Authorized Activities**

District funds must be used only for authorized District business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this Policy are met:

- 1. Communicating with representatives of regional, state and national government on District-adopted policy positions;
- 2. Attending educational seminars designed to improve employees' skill and information levels:
- 3. Participating in regional, state and national organizations whose activities affect the District's interests;
- 4. Recognizing service to the District (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);
- 5. Implementing a District-approved strategy for attracting or retaining businesses to the District, which will typically involve at least one staff member:
- 6. Meals when included or required in connection with attendance as a District



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- 4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
- 5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
- 6. Personal losses incurred while on District business; and
- 7. Alcoholic beverages
- 8. Laundry Services
- 9. Tips must not exceed 20% if authorized purchase

Meals for Third Parties. As a general rule, public funds may not be expended to purchase meals for third parties. The General Manager is authorized to approve exceptions to this general rule on a case-by-case basis for meals included or associated with an official District-sponsored event or official District business.

# Cost Control

To conserve District resources and keep expenses within community standards for District employees, expenditures should adhere to the following guidelines. In the event that expenses are incurred that exceed these guidelines, the cost borne or reimbursed by the District will be limited to the costs that fall within the guidelines.

# Types of Reimbursable Expenses:

# A. Category A – Local Travel:

Mileage: District employees who do not receive a monthly vehicle allowance or who do not have a District vehicle, may be reimbursed, based on a mileage rate, for use of their personal vehicles to conduct District business. Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (see www.irs.qov). (For example, for 2024, the rate is 67 cents per mile). These rates are designed to compensate the driver for



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reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available. If an employee requests the use of a personal vehicle for his or her convenience, reimbursement will be for the lesser of (i) miles driven in excess of normal commute round trip mileage between home and the primary work place at the current IRS mileage rate or (ii) at the lowest economy-class airfare to the destination.

Airfare: Air transport by regularly scheduled carriers is presumed to be the most economical and reasonable for purposes of reimbursement under this policy. Common travel Web sites such as <a href="www.Expedia.com">www.Expedia.com</a>, <a href="www.expedia.com

Automobile: Certain District employees receive a monthly vehicle allowance for use of their personal vehicles in performing duties for the District. Pursuant to Government Code section 1223, such vehicle allowances are provided as an alternative to mileage reimbursement. District employees who do not receive a monthly vehicle allowance may be reimbursed, based on a mileage rate, for use of their personal vehicles to conduct District business. Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (see www.irs.qov). (For example, for 2024, the rate is 67 cents per mile). These rates are designed to compensate the driver for gasoline, insurance, maintenance and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are separately reimbursable. Mileage rates will not be paid for rental vehicles; only receipted fuel expenses will be reimbursed. Further, if using a District-provided vehicle, the employee will ensure that the vehicle is adequately fueled prior to leaving the District.



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The District will not reimburse for alcoholic beverages. Receipts are required to obtain reimbursement for actual costs.

6) Lodging: Lodging expenses will be reimbursed or paid for when travel on District business reasonably requires an overnight stay. Pre-event lodging will not be provided when such lodging is for the convenience of the employee unless approved by the Department Head. Unless approved by the General Manager, overnight lodging will only be approved when the activity is greater than 50 miles (one-way) from both the District and the employee's residence. Additional days will also be considered to accommodate reduced airfare.

Conferences/Meetings. Lodging shall be obtained at the most economical rate available for good quality lodging. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section Other Lodging. When certain meals are provided at a conference or meeting, they are considered part of the event cost. A per-diem meal is not chargeable to the District when corresponding meals are provided.

Other Lodging. Travelers must request government rates, when available. A listing of hotels offering governmental rates in different areas is available on common travel Web sites. Lodging rates that are equal to or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

In the event that government rates are not available at a particular time or in a particular area, rates that do not exceed the lodging allowance for the destination city published by the General Services Administration (GSA), exclusive of taxes and mandatory charges, are considered reasonable. An IRS Accountable Plan allows payment of fixed amounts to cover the daily cost of meals and lodging as an alternative to reimbursing for the actual amount of the expenditure. Amounts exceeding the GSA rates for the destination are

## ADMINISTRATIVE PROCEDURES



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- 4) A District credit card, or District check should be used/requested by the employee whenever possible, including for expenses such as registration fees, air travel, and lodging. If an employee wants to pay for these types of items with their own credit card (or other means), and then expects to get reimbursed, then that employee must first obtain approval from their Department Head, or designee, in addition to all other necessary approvals.
- 5) Before travel is to take place, the employee must obtain approval from their supervisor, and/or Department Head, and/or the General Manager if appropriate.

## B. Methods of payment are the following:

- District Credit Card: The District credit card should not be used for personal expenses, even if the employee subsequently reimburses the District. Please see the policy regarding the use of District credit cards for appropriate use and accountability surrounding usage of the District's credit card.
- 2) <u>District Issued Check:</u> A regular check processed to pay a vendor for trip expenses before departure or after the employee's return. This check gets mailed to the vendor or can be requested for pick-up. The request for a regular check should be submitted with enough time for the check to be processed for the time needed.

## C. While Traveling:

- Good Judgement: When an employee completes the expense reimbursement form, they are expressing that they understand which expenses have already been paid and which ones are eligible for reimbursement. Employees are expected to exercise good judgement in the type of expenses incurred while traveling.
- 2) <u>Planning for Reimbursement:</u> Reimbursement is based on proof of payment. Receipts, invoices and other types of documentation will be required for obtaining reimbursement. Therefore, employees must plan accordingly.

## **ADMINISTRATIVE PROCEDURES**



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## Violation of this Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of future reimbursement privileges, 2) a demand for restitution, 3) disciplinary action; 4) reporting unreimbursed expenses as income to federal and state taxing agencies, and 5) Reporting misuse of public resources to legal authorities.

William Fox, Chief Financial Officer	Date	
John Thiel, General Manager	Date	

## **EXHIBIT B**

## West Valley Water District Employee Expense Reimbursement Form Date: Employee name:

Complete and submit expense reimbursement form within 30 days of the date expenses were incurred. Attach copies of receipts, including itemized receipts. If personal expenses are shown on the same receipt.

	Daily Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			00	00			
	Other												\$0.00			\$0.00	\$0.00			
	Tips												\$0.00							
	Car rental Entertainment												\$0.00		unt:	ployee	ompany			
	Car rental												\$0.00		ance Amo	ue to Em	wed to Co			
ivel	Parking & Tolls												\$0.00		Cash Advance Amount:	Balance Due to Employee	Balance Owed to Company			
Local travel	Mileage @ \$0.67 per mile												\$0.00							
	Taxi, bus, Uber,Lift												\$0.00							
	Dinner												\$0.00	3	x below:					
Meals	Lunch												\$0.00	5	expenses in box below:					
	Breakfast												\$0.00		"other" exp					
	Hotel room plus tax		4										\$0.00	3	tertainment" or					
	Air Travel												\$0.00	,	ions of any "en			Societies	cacinad	
	Date expense(s) incurred			50									Totals	;	Provide explanations of any "entertainment" or "other"			Durnose of Rusiness Expenses	r di pose di busilless Ex	

Date:

I certify that all expenses were incurred while on official business for the West Valley Water District

Supervisor Signature:

**Employee Signature** 

Date:

## EXHIBIT C

Federal Government Table for Per Diem - Meals and Incenials Guidelines Effective Date: Octobeo 1, 2024

Meals &

		200						
		Incidental				Incidental	First & Last	
Primary Destination	County	Totals	<b>Breakfast</b>	Lunch	Dinner	Expenses	Day of Travel	
Standard Rate	Applies for all locations without specified rates	\$68	\$16	\$19	\$28	\$2	\$51.00	
Antioch / Brentwood / Concord	Contra Costa	\$86	\$22	\$23	\$36	\$2	\$64.50	
Bakersfield / Ridgecrest	Kern	\$74	\$18	\$20	\$31	\$2	\$55.50	
Barstow / Ontario / Victorville	San Bernardino	\$86	\$22	\$23	\$36	\$2	\$64.50	
Death Valley	Inyo / NAWS China Lake	\$80	\$20	\$22	\$33	\$2	\$60.00	
Eureka / Arcata / McKinleyville	Humboldt	\$86	\$22	\$23	\$36	\$2	\$64.50	
Fresno	Fresno	\$86	\$22	\$23	\$36	\$2	\$64.50	
Los Angeles	Los Angeles / Orange / Ventura	\$86	\$22	\$23	\$36	\$2	\$64.50	
Mammoth Lakes	Mono	\$86	\$22	\$23	\$36	\$2	\$64.50	
Mill Valley / San Rafael / Novato	Marin	\$92	\$23	\$26	\$38	\$2	\$69.00	
Monterey	Monterey	\$92	\$23	\$26	\$38	\$2	\$69.00	
Napa	Napa	\$92	\$23	\$26	\$38	\$2	\$69.00	
Oakhurst	Madera	\$80	\$20	\$22	\$33	\$2	\$60.00	
Oakland	Alameda	\$92	\$23	\$26	\$38	\$2	\$69.00	
Palm Springs	Riverside	\$86	\$22	\$23	\$36	\$2	\$64.50	
Point Arena / Gualala	Mendocino	\$86	\$22	\$23	\$36	\$2	\$64.50	
Sacramento	Sacramento	\$86	\$22	\$23	\$36	\$2	\$64.50	
San Diego	San Diego	\$86	\$22	\$23	\$36	\$2	\$64.50	
San Francisco	San Francisco	\$92	\$23	\$26	\$38	\$2	\$69.00	
San Luis Obispo	San Luis Obispo	\$86	\$22	\$23	\$36	\$2	\$64.50	
San Mateo / Foster City / Belmont	San Mateo	\$86	\$22	\$23	\$36	\$2	\$64.50	
Santa Barbara	Santa Barbara	\$92	\$23	\$26	\$38	\$2	\$69.00	
Santa Cruz	Santa Cruz	\$86	\$22	\$23	\$36	\$2	\$64.50	
Santa Monica	City limits of Santa Monica	\$92	\$23	\$26	\$38	\$2	\$69.00	
Santa Rosa	Sonoma	\$86	\$22	\$23	\$36	\$2	\$64.50	
South Lake Tahoe	El Dorado	\$86	\$22	\$23	\$36	\$2	\$64.50	
Stockton	San Joaquin	\$74	\$18	\$20	\$31	\$2	\$55.50	
Sunnyvale / Palo Alto / San Jose	Santa Clara	\$92	\$23	\$26	\$38	\$2	\$69.00	
Tahoe City	Placer	\$86	\$22	\$23	\$36	\$2	\$64.50	
Truckee	Nevada	\$86	\$22	\$23	\$36	\$2	\$64.50	
Visalia	Tulare	\$80	\$20	\$22	\$33	\$2	\$60.00	
West Sacramento / Davis	Yolo	\$80	\$20	\$22	\$33	\$2	\$60.00	
Yosemite National Park	Mariposa	\$86	\$22	\$23	\$36	\$2	\$64.50	

## EXHIBIT D





For

West Valley Water District

Policy Review & Oversight Committee

August 2024

## **OVERVIEW**

West Valley Water District commissioned travel and expense reimbursements

13 local agencies, including West Valley Water District, were solicited

There were 12 responses, including WVWD

There was only I district that did not respond

Survey topics include:

▶ Authorizations

▶ Approvals

➤ Travel and reimbursement policy

Expense reporting handling for Board and employees

Survey Conclusions

Next Steps

# **AGENCIES PARTICIPATING IN THE SURVEY**

## 12 Agencies:

- Coachella Valley Water District
- **Cucamonga Valley Water District** 
  - East Valley Water District

Agencies that participated in the survey

- Elsinore Valley Municipal Water District
- Lake Arrowhead Community Svcs. District
  - Mesa Water District

Rubidoux Community Services District

- Yucaipa Valley Water District
  - ✓ Walnut Valley Water District
- ✓ Walnut Valley Water District

✓ Western Municipal Water District

- ✓ West Valley Water District

## TIMING OF AUTHORIZATION OF TRAVEL & **OTHER BUSINESS EXPENSES**

Agency Name	Expenses Authorized in Advance	Expenses Not Authorized in Advance	Expenses Ratified After the Fact with Approval for Payment
Coachella Valley Water District	×		
Cucamonga Valley Water District	×		×
East Valley Water District	×		×
Elsinore Valley Municipal Water District	×		
Lake Arrowhead Comm. Svcs. District	×		
Resa Water District	×		×
Rubidoux Comm. Services District	×		
Yorba Linda Water District	×		×
Yucaipa Valley Water District	×		
Western Municipal Water District	×		×
Walnut Valley Water District		×	×
West Valley Water District	×		×
Totals	=	-	4

# TIMING OF SUBMISSION OF EXPENSE REPORTS

Comments Received						No set deadline				Within 30 Days upon return	Within 30 Days upon return	Within 30 Days upon return	5
After an Event or Conference	×	×		×	×	×	×	×	×	×	×	×	=
Monthly			×										-
Agency Name	Coachella Valley Water District	Cucamonga Valley Water District	East Valley Water District	BISINORE Valley Municipal Water District	Lake Arrowhead Comm. Svcs. District	Mesa Water District	Rubidoux Community Services District	Yorba Linda Water District	Yucaipa Valley Water District	Western Municipal Water District	Walnut Valley Water District	West Valley Water District	Totals

# POLICY CONTAINS A LIST OF QUALIFIED AND UNQUALIFIED EXPENSES FOR REIMBURSEMENT

	Policy Provides	Policy Provides	Policy Does Not
Agency Name	a List of	a List of	Provide Any
	Qualified Expenses	Non-Qualified Expenses	List of Expenses
Coachella Valley Water District	×	×	
Cucamonga Valley Water District			×
East Valley Water District	×	×	
Elsinore Valley Municipal Water Dist.	×	×	
Lake Arrowhead Comm. Svcs. District			×
Mesa Water District	×	×	
Rubidoux Comm. Services District	×	×	
Yorba Linda Water District	×	×	
Yucaipa Valley Water District			×
Western Municipal Water District			×
Walnut Valley Water District	×	×	
West Valley Water District	×	×	
Totals	80	80	4

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# **USE OF A RENTAL CAR WHILE OF TRAVEL STATUS**

Agency Name	Yes	°Z	Comments
Coachella Valley Water District	×		When no other options are available or practicable
Cucamonga Valley Water District	×		Any occasion where appropriate
East Valley Water District	×		Staff only
Elsinore Valley Municipal Water District	×		When it is a business necessity
©Lake Arrowhead Comm. Services District	×		
Mesa Water District	×		When a necessity and outside of the County
gRubidoux Comm. Services District	×		
OYorba Linda Water District	×		
Yucaipa Valley Water District	×		Geographical requirement, no other transportation available, & most economical mode
Western Municipal Water District	×		Geographical requirement, no other transportation available, & most economical mode
Walnut Valley Water District	×		
West Valley Water District	×		Staff and Board when a necessity
Totals	12	0	7

## RESPONSIBILITY FOR BOOKING FLIGHTS & CONFERENCES, & LODGING

Agency Name	Employee	Board Secretary	Human Resources	GM's Office Admin. Staff	Employee's Department
Coachella Valley Water District					×
Cucamonga Valley Water District	×	×			×
East Valley Water District		×			×
Bisinore Valley Municipal Water District				×	
Hake Arrowhead Comm. Services District	×				
Mesa Water District	×			×	×
Rubidoux Comm. Services District			×		
Yorba Linda Water District	×	×			×
Yucaipa Valley Water District			×		
Western Municipal Water District	×	×			
Walnut Valley Water District			×		×
West Valley Water District	×	×		×	×
Totals	9	ю	٣	2	7 8

## FOLLOWING THE IRS RECEIPT COMPLIANCE WHERE **EXPENSES UNDER \$75 DO NOT REQUIRE RETENTION**

IRS Receipt Guideline District Policy Is Followed Requires All Receipts	×	×	×	×	×	×	×	×	×	×	×	*	2
Agency Name	Coachella Valley Water District	Cucamonga Valley Water District	East Valley Water District	Bisinore Valley Municipal Water District	De Lake Arrowhead Comm. Services District	g Mesa Water District	G Rubidoux Comm. Services District	Yorba Linda Water District	Yucaipa Valley Water District	Western Municipal Water District	Walnut Valley Water District	West Valley Water District	Totals

## **LODGING ARRANGEMENTS ARE HANDLED IN ADVANCE** OF AN EVENT OR CONFERENCE

Agency Name	Lodging Done In Advance	Lodging Done At the Discretion of the Traveler	Done Upon Arrival at the Event
Coachella Valley Water District	×		
Cucamonga Valley Water District	×		
East Valley Water District	×		
Elsinore Valley Municipal Water District	×		
Bake Arrowhead Comm. Services District	×		
desa Water District	×		
Subidoux Comm. Services District	×		
Yorba Linda Water District	×		
Yucaipa Valley Water District	×		
Western Municipal Water District	×		
Walnut Valley Water District	×		
West Valley Water District	×		
Totals	12	0	0
			2

# **EXPENSE GUIDELINES FOLLOWED FOR LODGING COSTS**

Agency Name	IRS Guideline	Guideline	District Policy	Comments
Coachella Valley Water District			×	Utilize government rates when it is available
Cucamonga Valley Water District		×		
East Valley Water District			×	
Elsinore Valley Municipal Water Dist.			×	
Dalake Arrowhead Comm. Svcs. Dist.	×			
Hesa Water District			×	
Rubidoux Comm. Services District		×		
Gorba Linda Water District		×		
Yucaipa Valley Water District		×		
Western Municipal Water District			×	
Walnut Valley Water District			×	
West Valley Water District		×		
Totals	-	rv.	9	

## MAKING PAYMENTS FOR ATTENDING **CONFERENCES AND SEMINARS**

	Prepay in	No Established	Employee Handles
Agency Name	Advance	Payment Policy	Timing of Payment
Coachella Valley Water District	×		
Cucamonga Valley Water District	×		
East Valley Water District	×		
Blsinore Valley Municipal Water Dist.	×		
Bake Arrowhead Comm. Svcs. Dist.	×		
Mesa Water District	×		
Rubidoux Comm. Services District	×		
Yorba Linda Water District	×		
Yucaipa Valley Water District	×		
Western Municipal Water District	×		
Walnut Valley Water District		×	
West Valley Water District	×		
Totals	=	_	0

# MILEAGE REIMBURSEMENT FOR ELIGIBLE MILES DRIVEN

	Follows IRS	District Sets Mileage
Agency Name	Reimbursement Guidelines	Reimbursement Rate
Coachella Valley Water District	×	
Cucamonga Valley Water District	×	
East Valley Water District	×	
Elsinore Valley Municipal Water Dist.	×	
Lake Arrowhead Comm. Svcs. Dist.	×	
Mesa Water District	×	
Aubidoux Comm. Services District	×	
Yorba Linda Water District	×	
Yucaipa Valley Water District	×	
Western Municipal Water District	×	
Walnut Valley Water District	×	
West Valley Water District	×	
Totals	12	0

## RESPONSIBLE PARTIES FOR REVIEWING BOARD MEMBERS TRAVEL AND EXPENSE REIMBURSEMENTS

Agency Name	Board Secretary	General Manager	Finance Director	Other Approvers (Specify)
Coachella Valley Water District	×	×	×	
Cucamonga Valley Water District	×		×	
East Valley Water District	×			
Elsinore Valley Municipal Water Dist.		×		<b>Board President</b>
Lake Arrowhead Comm. Svcs. Dist.			×	
desa Water District				2 Board Members
Qubidoux Comm. Services District		×	×	
Yorba Linda Water District	×		×	<b>Board President</b>
Yucaipa Valley Water District		×		
Western Municipal Water District	×	×	×	
Walnut Valley Water District	×	×	×	
West Valley Water District	×	×	×	<b>Board President</b>
Totals	7	7	80	

## **USE OF A STANDARD EXPENSE REPORT FORM** TRAVEL AND EXPENSE REIMBURSEMENT

Agency Name	One Form Used District-Wide	Board Has A Separate Form	Comments Received
Coachella Valley Water District		×	Nature of expenses are different
Cucamonga Valley Water District		×	Board Policy has meeting stipends
East Valley Water District		×	Separate Board Policy done by ordinance
© Elsinore Valley Municipal Water District		×	Subtle differences per Admin. Code
Ocake Arrowhead Comm. Svcs. District	×		
Amesa Water District	×		
Rubidoux Comm. Services District	×		
Yorba Linda Water District		×	Reimbursement rates are similar.
Yucaipa Valley Water District	×		
Western Municipal Water District		×	Separate Board Policy done by ordinance
Walnut Valley Water District		×	Approval process is different
West Valley Water District		×	Separate Board Policy done by ordinance
Totals	4	æ	15

# SURVEY CONCLUSIONS

- II out of I2 Agencies authorize expenses in advance.
- 6 out of 12 Agencies also ratify expenses after the fact if initial authorization was not previously obtained
- > West Valley Water District authorizes expenses in advance and ratifies expenses after the fact.
- 11 out of the 12 require submission of expense reports after an event or conference.
- I Agency only requires expense reports to be completed monthly.
- 3 Agencies commented that expense reports need to be completed within 30 days upon return.
- West Valley Water District requires expenses report to be completed upon returned from a trip.
- 8 out of 12 Agencies provide a list of Allowable and Not-Allowable expenses for reimbursement
- 4 out of 12 Agencies do not provide lists of Allowable and Not-Allowable expenses in their policy.
- West Valley's proposed procedure provides lists of both Allowable and Not-Allowable expenses.
- 12 out of 12 Agencies allow use of a rental car while on travel status.
- 8 out of 12 Agencies provided feedback that rental cars are used in cases of operational necessity.
- West Valley Water District limits the use of rental cars to operational necessity.

- 11 out of 12 Agencies delegate the responsibility for booking flights, lodging and conferences to various portions of their Agency.
- I Agency centralized the handling of travel and conference activity to the General Manager's
- West Valley Water District delegates responsibility to the employee, Board Secretary, General Manager Staff, and employee's department who all can make the travel arrangements
- 10 out of 12 Agencies require that all expenses submitted for reimbursement must have a receipt. Ġ
- 2 Agencies have chosen to follow the IRS guideline where expenses are not required for items A
- West Valley Water District requires that submitted expenses must have a supporting receipt.

II out of the 12 require Agencies submit expense reports after an event or conference.

- I Agency requires expense reports to be done monthly.
- 3 Agencies commented that expense reports need to be completed within 30 days upon return.
- West Valley Water District requires expense report to be completed within 30 days upon return.
- 12 out of 12 Agencies require lodging arrangements be done in advance of an event or conference. 4
  - West Valley Water District proposed procedure mirrors this best practice.

# SURVEY CONCLUSIONS

- 12 out of 12 Agencies have guidelines for lodging expenses.
- > 6 Agencies have adopted their own District policy separate from government guidelines
- 6 Agencies follow either the GSA or IRS guidelines.
- West Valley Water District proposed policy follows GSA guidelines.
- II out of I2 Agencies require that payments be made in advance for conferences and seminars. è.
- > I Agency reported they have no established payment policy requirement
- West Valley Water District proposed policy follows best practice of making payments in
- 12 out of 12 Agencies follow mileage reimbursement following the IRS established rate.
- West Valley Water District's current policy and proposed policy follow this best practice.

# SURVEY CONCLUSIONS

- II out of 12 Agencies have more than one approving party for Board Members travel and expense reimbursements
- > 7 of 12 Agencies utilize the Board Secretary
- 7 of 12 Agencies utilize the General Manager
- 8 of 12 Agencies utilize the Finance Director
- ▶ 4 of I2 Agencies utilize Board Members
- West Valley Water District has four approvers. This includes the Board Secretary, General Manager, Chief Financial Officer and Board President. This is a thorough approach but could be considered more than necessary.
- 12 out of 12 Agencies have standard expense report forms for travel and expense reimbursement.
- 4 Districts have one district-wide expense report form for employees and Board Members.
- 8 Districts have separate expense report forms for Board members and Board Members.
- West Valley Water District has separate expense report forms for employees and Board Members.

## **NEXT STEPS**

- Incorporate input obtained from the Policy Review and Oversight Committee.
- Meet with the Finance Committee for input and comment on Survey and proposed policy.
- Present proposed travel and expense report policy to Board for approval.
- Provide and discuss newly adopted travel and expense policy with employees at an All-Hands Staff Meeting.



## STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

FROM: William Fox, Chief Financial Officer

SUBJECT: Treasurer's Report - September 2024

## **MEETING HISTORY:**

10/23/24 Finance Committee REFERRED TO BOARD

## **BACKGROUND:**

On a monthly basis the Finance Committee meets with the General Manager and Finance Staff to review the Treasurer's Report that covers the prior month. This encompasses balances, reserve levels, reserve classifications, interest earned, investment maturities, reinvestments made during the month, and compliance with the State of California Local Agency Investment Guidelines.

## **DISCUSSION:**

West Valley Water District ("District") contracts with the Clifton Larson Allen LLP to prepare the monthly Treasurer's Report. This is an independent report that opines on the investment balances, classifications, and activity. This report also examines the District's investment policy to ensure that it follows the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). The Treasurer Report for the Month of September 2024 (Exhibit A) is presented to the Finance Committee for review and discussion.

## FISCAL IMPACT:

Monthly Cost of \$3,100 was included in the FY 2024-25 annual budget.

## **STAFF RECOMMENDATION:**

Staff recommends that the Board approve the September 2024 Treasurer's Report.

## **Attachments**

Exhibit A - 2024 September Treasurer Report.pdf

## EXHIBIT A

West Valley Water District Cash, Investment & Reserve Balances - September 30, 2024

	August 2024	Sep	September 2024		Minimum	Target	Maximum
Institution/Investment Type	Balance		Balance	OPERATING CASH	Balance	Balance	Balance
Funds Under Control of the District:				Balance Available for Daily Operations	\$ 69,532,634.11	\$ 71,261,335.26	\$ 61,846,307.41
			Oberital State	Total Operating Cash	\$ 69,532,634.11	\$ 71,261,335.26	\$ 61,846,307.41
District Cash Drawers	\$ 4,300.00	8	4,300.00	UNRESTRICTED RESERVES			
	\$ 4,300.00	\$	4,300.00	CAPITAL RESERVES			
				Capital Project Account - 100% FY 24-25	\$ 23,644,000.00	\$ 23,644,000.00	\$ 25,000,000.00
				Capital Project Account-25% FY 25-26	\$ 2,432,833.00	\$ 2,432,833.00	\$ 8,000,000.00
Checking and Savings:				Emergency Account	\$ (1,728,701.15)	\$ (3,457,402.30)	\$ (5,186,103.45)
Chase - General Government Checking	\$ 1,424,942.85	69	1,549,440.92		\$ 24,348,131.85	\$ 22,619,430.70	\$ 27,813,896.55
Chase - Special Rebate Checking	ا ج	မှ	í	LIQUIDITY FUNDS			
Chase - UTC Routine Checking	\$ 369,581.84	↔	5,000.56	Rate Stabilization Account	\$ 4,220,563.00	\$ 4,220,563.00	\$ 5,627,417.00
Chase - UTC Non-Routine Checking	\$ 48,636.50	8	48,636.50	Operating Reserve Account	\$ 8,441,126.00	\$ 8,441,126.00	\$ 11,254,834.00
	\$ 1,843,161.19	8	1,603,077.98		\$ 12,661,689.00	\$ 12,661,689.00	\$ 16,882,251.00
				OTHER OPERATING RESERVES			
State of California, Local Agency Investment Fund*	\$ 3,646,385.18	49	8,646,385.18	Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
US Bank - Chandler Asset Mgmt	\$ 36,191,775.30	↔	36,547,125.69		\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
US Bank - Chandler Liquidity Fund	\$ 80,518,051.08	49	87,857,516.14	Total Unrestricted Reserves	\$ 42,009,820.85	\$ 40,281,119.70	\$ 49,696,147.55
CalTrust Pooled Investment Fund - Short Term	٠ ج	49	į	Total OP Cash & UR Reserves	\$ 111,542,454.96	\$ 111,542,454.96	\$ 111,542,454.96
CalTrust Pooled Investment Fund - Medium Term	٠ ج	49		RESTRICTED RESERVES			
7.			Panishan	2016A Bond	\$ 894,252.23	\$ 894,252.23	\$ 894,252.23
U. S. Treasury Bills				Customer Deposit Accounts		\$ 5,131,299.31	\$ 5,131,299.31
Government Agencies (Federal Home Loan Bank)	· \$	€9	ī	Capacity Charge Acct Balance	\$ 14,984,650.72	\$ 14,984,650.72	\$ 14,984,650.72
4				CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
- Total	\$ 122,203,672.75	_	\$ 134,658,404.99	Total Restricted Reserves	\$ 24,010,202.26	\$ 24,010,202.26	\$ 24,010,202.26
Funds Under Control of Fiscal Agents:							
US BANK							
2016A Bond - Principal & Payment Funds	\$ 194.14	↔	475,002.22				
2016A Bond - Interest Fund	\$ 1.47	↔	419,250.01				
Total	\$ 195.61	\$	894,252.23				
Grand Total	\$ 122,203,868.36	\$	135,552,657.22	Total Cash & Investments	\$ 135,552,657.22	\$ 135,552,657.22   \$ 135,552,657.22	\$ 135,552,657.22
	-						

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601

I also certify that there are adequate funds available to meet the District's Budget.

## Chief Financial Officer

\*Quarterly interest posted the month following the quarter end.

## Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

## **Total Fund Balance**

When comparing the District's total fund balances month-over-month between September 2024 (\$135,552,657.22) and August 2024 (\$122,203,868.36), CLA found the fund balance increased by \$13,348,788.86 between September 2024 and August 2024.

## **U.S. Bank Chandler Custodial Account**

Cash/Money Market - Per Section 9.11 of the District's investment policy, "The company shall have met either one of the following criteria: 1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs "Nationally Recognized Statistical Rating Organization" or 2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars." Based on Chandler Asset Management's reconciliation summary for the period ending September 30, 2024, CLA was able to confirm the District's cash and money-market securities were in accordance with the investment policy. CLA compared various financial documents for the District's cash and securities and found that all the District's holdings were in alignment with the requirements set forth in the investment policy.

In addition to ensuring that the District's money market funds attained the highest ranking provided by more than one NRSRO, the District also met the requirements outlined in Section 9.11 of the investment policy through its established relationship with Chandler Asset Management. With total assets under management of over \$35 billion with over thirty-five years of experience in managing money market mutual funds, Chandler Asset Management exceeds the requirements of the District's policy.

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(I) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of September 30, 2024 is 0.26%. Therefore, the District is following both the investment policy and California governmental code.

**United States Treasury Issues** – Per Section 9.1 of the investment policy, "there's no limitation as to the percentage of the portfolio that may be invested in this category."

The District's investment policy is in uniformity with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). These guidelines establish that maximum investment maturities for United States Treasury Obligations are limited to five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five-year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the

five-year maturity limit. These guidelines do not establish a maximum specified percentage of the District's investment portfolio for United States Treasury Obligations.

As of September 30, 2024, 74.74% of the District's total portfolio is invested in United States Treasury Issues. With no maximum percentage established for United States Treasury Issues, the District is in conformity with the investment policy and the State of California's Local Agency Investment Guidelines.

**Negotiable Certificates of Deposit** – Section 9.4 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." All instruments categorized as negotiable certificates of deposit in the District's portfolio follow Section 9.4 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on the Chandler report, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.4 of the investment policy, the maximum percentage of investments in negotiable certificates of deposit is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(i)) regarding negotiable certificates of deposit. These guidelines establish a maximum specified percentage of the District's investment portfolio for certificates of deposit at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Negotiable certificates of deposit constitute 0.0% of the District's total investment balance as of September 30, 2024. Therefore, the District is following both the investment policy and the State of California's standards.

Medium-Term Notes – Section 9.10 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." The investment policy also states that medium-term notes should have a "maximum remaining maturity of five years or less." All instruments categorized as medium-term notes in the District's portfolio follow Section 9.10 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on CLA's analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.10 of the investment policy, the maximum percentage of investments in medium short-term notes is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(k)) regarding medium-term notes. These guidelines establish a maximum specified percentage of the District's investment portfolio for medium-term notes at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Medium-term notes constitute 7.13% of the District's total investment balance as of September 30, 2024. Therefore, the District is following both the investment policy and the State of California's standards.

Federal Agency Obligations – Per Section 9.5 of the District's investment policy, "there is no limitation as to the percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of the portfolio." Although the policy does not explicitly list the bond rating requirements for federal agency obligations, all the District's current federal agency holdings are rated AAA by multiple NRSRO's as of September 30, 2024.

While the State of California's Local Agency Investment Guidelines have not established a maximum specified percentage for investments in federal agency obligations, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(f)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Federal agency obligations represent 8.33% of the District's total investment balance as of September 30, 2024. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

**Municipal Bonds** – Per Section 9.6 of the District's investment policy, "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO; and/or have a short term debt rating of at least "A-1", or its equivalent, by a NRSRO." The maximum percentage of District investments in municipal bonds is capped at 20%.

While the State of California's Local Agency Investment Guidelines have not established a maximum specified percentage for investments in municipal bonds, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(d)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Municipal bonds represent 0.23% of the District's total investment balance as of September 30, 2024. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

## **Local Agency Investment Fund (LAIF)**

The State of California, Local Agency Investment Fund (LAIF) processes a same-day transaction if notified by 10:00 am. This ability satisfies the investment requirement of 24-hour liquidity as stipulated in the investment policy for the District.

Per Section 9.2 of the District's investment policy, the maximum percentage of investments in the State of California, Local Agency Investment Fund is unlimited.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 16429.1) concerning the Local Agency Investment Fund. These guidelines establish no maximum specified percentage of the District's investment portfolio while also dictating no maximum maturity date for LAIF investments.

Per the Standard and Poor's rating system, California's Current Credit Rating is AA-, identifying the credit quality of the fund's portfolio performance as strong.

As of the period ending September 30, 2024, the District's Local Agency Investment Fund balance represents 6.38% of the District's entire portfolio. Therefore, the District is following the investment policy as well as the standards of the Local Agency Investment Guidelines.

Based on the LAIF performance report dated October 02, 2024, LAIF investments had a net-yield of 4.575%. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries 58.85%
- Agencies- 23.21%
- Certificates of Deposit/Bank Notes- 8.17%
- Commercial Paper- 5.79%
- Time Deposits- 3.22%
- Loans- 0.26%
- Corporate Bonds- 0.51%

On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company, and the San Gabriel California Corporation. Per the settlement agreement, "West Valley and the non-settling plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree." The 1961 Decree governs groundwater pumping from a portion of the Rialto-Colton Basin. The claims also concern the defendants (Fontana Parties) pumping from a portion of the Rialto-Colton Basin that is outside the Rialto Basin as defined by the 1961 Decree. The San Bernardino Basin Area and most but not all the Rialto-Colton Basin are located within the service area of the Valley District and this violation served as the basis of the settlement.

The settlement check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million in settlement funds to the District's LAIF account on April 4, 2019. While these funds have been earmarked for Capital Improvement Projects, the District has yet to allocate these funds to any specific project and the District will house all settlement funding in the LAIF account until board approval is received for the allocation of these funds.

## The Investment Trust of California (Cal TRUST)

Section 9.3 of the District's investment policy states "no limit will be placed on the percentage total in this category." The State of California also fails to establish a maximum percentage total for investment trusts per Government Code Section 16340. As of the period ending September 30, 2024, the District's CalTRUST investment balance represents 0% of the District's entire portfolio. Therefore, the District is

following the investment policy and the standards set-forth by the State of California as it relates to CalTRUST securities.

## **Bank Deposits**

Based on the District's investment policy, "Securities placed in a collateral pool must provide coverage for at least 100 percent of all deposits that are placed in that institution." As of September 30, 2024, the District maintained balances within the FDIC limit of \$250,000 for each of its bank accounts, except for the Chase General Governmental Checking account. The Chase General Governmental Checking account maintains funds for operational purposes and normally carries a balance of at least \$1.5 million dollars which represents funding for one payroll, and one accounts payable check run. In CLA's comparison between the District's general checking account balances for September 2024 (\$1,549,440.92) and August 2024 (\$1,424,942.85), CLA observed an increase in the September 2024 balance of \$124,498.07 versus August 2024 and variance is a result of regular activities.

During our review of the September 2024 Chase General Governmental Checking account bank statement, it was noted that there were 5 fraudulent activities totaling \$3,247. West Valley Water District ("WVWD") has a procedure where the bank issues a check/ACH exception report for WVWD to review and reject fraudulent checks/ACHs as needed. Currently, WVWD has implemented check number and amount positive pay.

CLA also noted few unusual deposits and payments during our review. On September 17, District received a fund for \$2,371,341.61 from Sothern California Edison, which was subsequently transferred to Motive Energy on September 19. A remote deposit on September 23 for \$11,995,734 is a State Revolving Fund loan reimbursement from the State of California. Subsequently, District transferred \$7,000,000 to US Liquidity Fund and \$5,000,000 to LAIF on September 24 and 25 respectively. On September 27, District transferred \$894,055.80 to the 2016A bond accounts for payment of interest and principal.

While the District reconciles its deposit accounts monthly, CLA found that the District has historically reported the month-ending bank statement balance on the Treasurer's Report. Because the monthly bank statement does not take any outstanding checks or other withdrawals into account, the District may be overstating the General Government Checking balances on the Treasurer's Report, which ultimately impacts its liquidity.

In September, the UTC Routine Checking account was \$5000.56 and the UTC Non-Routine Checking account balance was \$48,636.50. The relatively low balances in both accounts (in comparison with the historical balances) is due to the CFO's emphasis on transferring more of its unrestricted cash balances to the District's investments accounts to take advantage of the increased rate of return.

In analyzing the accounting for the District's cash drawers (\$3,600) and petty cash (\$700), per the District's accounting staff, the District's cash drawers are normally reconciled daily. Each drawer is counted by the customer service representative responsible for the drawer and a secondary count is performed by the customer service lead or supervisor prior to the funds being relinquished to the District's armored security provider, Gaurda, for deposit daily. Cash deposits are reconciled daily by the District's accounting department. Petty cash is normally reconciled by the accounting department monthly. The District's accounting department provided CLA with a formalized reconciliation for the

petty cash account and the cash drawers for September 2024, therefore CLA was able to agree the cash drawers and petty cash balance to the District Cash Drawers summary schedule.

Section 9.12 of the investment policy asserts that "there is no limit on the percentage of the portfolio that may be invested in bank deposits." Similarly, the State of California's Government Code for Allowable Investment Instruments fails to dictate any portfolio standards for general bank deposit accounts. Although no maximum has been established for amounts invested in bank deposits by the investment policy or the State of California, CLA can verify that as of September 30, 2024, the District had 1.85% of its portfolio invested in bank deposit accounts.

## **Commercial Paper**

Commercial paper is an unsecured, short-term debt instrument issued by a corporation, typically for the financing of accounts payable and inventories and meeting short-term liabilities. Commercial paper is usually issued at a discount from face value and typically reflects prevailing market interest rates. Per section 9.8 of the investment policy, the entity that issues the commercial paper should meet all the following conditions "(i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated at least the "A" category by a NRSRO. For a commercial paper investment to be eligible for the District, the commercial paper shall not have a maximum maturity of 270 days or less and no more than 25% of the District's portfolio may be invested in this category.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601 (h)) regarding Commercial Paper. These guidelines establish a maximum specified percentage of the District's investment portfolio for commercial paper at 25%. The State of California's guidelines also establish that maximum investment maturities for commercial paper should be 270 days or less.

As of September 30, 2024, the District had 0.00% invested in commercial paper investment. Therefore, the District is following both the investment policy and the State of California's standards.

## **Supranational**

Supranationals are explicitly defined in Section 9.14 of the investment policy as "US dollar-denominated senior unsecured unsubordinated obligations or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank". Securities listed as supranationals must be rated in the AA category or higher by a NRSRO and no more than 30% of the District's portfolio may be invested in these securities with a maximum maturity of five years.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(q)) regarding supranationals. These guidelines establish a maximum specified percentage of the District's investment portfolio for supranationals at 30%. The State of California's guidelines also establish that maximum investment maturities for supranationals should be five years or less.

As of September 30, 2024, the District's investments in four securities categorized as supranationals was 1.08% of the total portfolio and securities maintained a maturity date of less than five years from the

original purchase date. CLA can confirm that the District's supranational investments meet the standards of both the investment policy and the State of California.

#### Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

#### **Restricted Funds**

Bond Proceeds Fund(s) — Balances in the bond proceeds fund accounts represent monies derived from the proceeds of a bond issue. Per the requirements of the District's reserve policy, the target level for the debt service reserve requirement is established at the time of the bond issue. Based on documentation provided to CLA, "no reserve fund has been established in connection with the issuance of the 2016A bonds." Therefore, the September 30, 2024, ending balance of \$894,252.23 satisfies the minimum balance requirements per the District's reserve policy.

Customer Deposit Accounts – Due to fluctuations in the number of utility customer deposits required and the number of development projects in process, no minimum or maximum levels have been established for customer deposit accounts. The customer deposit account balances presented on the treasurer's report are based on the ending balance on the general ledger for the month. The customer deposit accounts are reconciled monthly. CLA was able to confirm that the customer deposit accounts balance presented on the September 2024 Treasurer's Report reconciles with the District's general ledger. The September 30, 2024, balance of \$5,131,299.31 in customer deposit accounts satisfies the balance requirements of the District's reserve policy.

Capacity Charge Account – The District's reserve policy does not explicitly address or specify any minimum or maximum funding levels for capacity charge accounts. However, based on the reconciliation schedule provided by the District, CLA can confirm that the balance of \$14,984,650.72 presented on the September 2024 Treasurer's Report for the Capacity Charge Account reconciles with the documentation provided to CLA with no variance.

CIP Account in LAIF for Capital Purposes – On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company and the San Gabriel California Corporation. The check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million dollars in settlement funds to the District's LAIF account on April 4, 2019. While these settlement funds have been restricted for Capital Improvement Projects, there were no designations or allocations for District funding towards any Capital Improvement Projects at that time. Later the fund has been transferred to the Chandler accounts as the CFO believes the Chandler accounts earn a higher interest rate.

#### **Capital Reserve Funds**

Capital Project Account – The capital project account is used for the funding of new capital assets or the rehabilitation, enhancement, or replacement of capital assets when they reach the end of their useful lives. Per the requirements of the District's reserve policy, "the minimum target level WVWD will strive for is 100% of its then-current year fiscal year from the Capital Improvement Budgets plus 25% of the amount estimated to be needed the following fiscal year, less minimum levels established for the

Emergency Account." The District currently maintains a balance of \$26,076,833.00 (\$23,644,000.00 for fiscal year 2024-25 and \$2,432,833.00 for fiscal year 2025-26) in its capital project account, meeting the minimum target level required for both fiscal years. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of September 30, 2024 by comparing the board-approved Fiscal Year 2024-25 Capital Improvement Budget which indicates a total CIP for fiscal year 2024-25 of \$23,644,000.00. The reserve policy only requires the district to maintain 25% of the amount estimated to be needed the following fiscal year 2025-26 which amounts to \$2,432,833.00, therefore, the District meets the requirement indicated in its reserve policy.

Emergency Account – The emergency account may be utilized to purchase water at any time or to begin repair of the water system after a catastrophic event. Therefore, a minimum target level equal to 1% of net capital assets of the District's water system has been established to enable the district to manage emergency situations. Per September 30, 2024, general ledger detail reporting provided by the District's accounting staff, CLA was able to confirm that the District's net assets total \$172,870,115.15. As of September 30, 2024, the emergency account represents a balance of \$1,728,701.15 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

#### **Liquidity Funds**

Rate Stabilization Fund – This fund is established to provide flexibility to the Board when settling rates to allow for absorbing fluctuations in water demand and smoothing out rate increases over time, temporarily defraying any unforeseen decreases in the sale of water. To remain in conjunction with the reserve policy, the District should aim to maintain a minimum level equal to 45 days of the District's budgeted total operating expenses. Per the FY 2024-25 board-approved budget, the District anticipates operating expense of \$34,233,454.00 for the current fiscal year. The District's current balance of \$4,220,563.00 in its rate stabilization account achieves the minimum target level for this account as indicated in the reserve policy.

Operating Reserve Account – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unanticipated increases in expenses. Given the significance of this account, the District strives to maintain a minimum amount equal to 90 days of the District's budgeted total operating expenses in this account. Per the FY 2024-25 board-approved budget, CLA can confirm the District has an operating expenses budget of \$34,233,454.00. As of September 30, 2024, the operating reserve account maintains a balance of \$8,441,126.00, which satisfies the requirements of the District's reserve policy.

**Self-Insurance Reserve** – As indicated in the minutes from the April 5, 2018 board meeting, the District's board of directors approved \$5,000,000 in funds for employee liability claims and the District is yet to receive quote for an updated self-insurance amount from the Actuary. Based on the conversations with District's Finance Manager, they will reach out to their actuarial firm to expediate the study to determine adequate self-insurance amount.

**Balance Available for Daily Operations** – This balance represents the District's total cash balance less any fund requirements. For the month ending September 30, 2024, the District had a total of \$135,552,657.22 in various institutional accounts. The required reserve balances by type total \$66,020,023.11 and are categorized as follows:

#### West Valley Water District Reserve Memo - September 2024

- Restricted Funds- \$24,010,202.26
- Capital Reserve Funds- \$24,348,131.85
- Liquidity Funds- \$12,661,689.00
- Other Reserves- \$5,000,000.00

Based on the District's Treasurer's Report, which indicates a total cash and investment balance of \$135,552,657.22 and fund requirements of \$66,020,023.11 the fund balance available for daily operations reconciles to the September 2024 Treasurer's report.

CLA reviewed the Treasurer's report for clerical accuracy and recalculated the total Unrestricted Reserves balance and agreed the totals to the September 2024 Treasurer's Report. The Treasurer's Report indicates that West Valley Water District's total cash, investment, and reserve balances as of September 30, 2024, total \$135,552,657.22. In its assessment of the District's accounts, the balances on the Treasurer's Report appear to agree with the supporting documentation provided by the West Valley Water District.

West Valley Water District Investment Policy Analysis 09/30/2024

U.S. Bank - Chandler Asset Management	
Money Market	351,065.73 A
Commercial Paper	A .
Federal Agency Obligations	11,284,871.60 A
U.S. Government	101,316,336.40 A
Corporate Bonds	9,670,258.60 A
Municipal Bonds	317,733.00 A
Supranational	1,464,376.50 A
Negotiable CD	V .
Total U.S. Bank - Chandler Asset Management Funds	124,404,641.83

Checking and Savings	
Bank of Hope	
Chase-1653 (Operating Account)	1,549,440.92 B
Chase-1368	5,000.56
Chase-1392	48,636.50 8
Chase-5993 (Rebate Account)	80
2016A Bond - Principal & Payment Funds	475,002.22 B
2016A Bond - Interest Fund	419,250.01 B
District Cash Drawers	4,300.00 C
Total Checking and Savings	2,501,630.21

♥ .	8,646,385.18 A	
CaITRUST Short Term Fund CaITRUST Medium Term Fund	LAIF	

135,552,657.22	, 2024	ts provided by client	ided by client	ed by client
Total September 30, 2024 District Funds	The balances indicated above are as of September 30, 2024	Balances verified with monthly investment statements provided by client	Balances verfied with monthly bank statements provided by client	Balances verified with monthly reconciliations provided by client

The purpose of this report is to calculate the asset class percentage in comparison with the maximum portfolio percentage allowed by the district's investment policy

Based on our review of the asset classes as of 09/30/24, West Valley Water District is in

Maximum per Investment Policy Balance	- 25%	30% 11,284,871.60	No Limit 101,316,336.40	20% 317,733.00	No Limit 8,646,385.18	No Limit	30%	30% 9,670,258.60	20% 351,065.73	No Limit 2,501,630.21	30% 1,464,376.50	135,552,657.22	2016A
Security Type Ma	Commercial Paper	Federal Agency Obligations	U.S. Government	Municipal Bonds	LAIF	CaITRUST	Negotiable CD	Medium Term Notes (Corporate Bonds)	Money Market	Bank Deposits	Supranational		Funds Excluded from Policy

	September 2024	Maximum Double 1971
Asset Class		Maximul Fortion (%
Commercial Paper	0	0.00% 25%
Federal Agency Obligations	8	8.33% 30%
U.S. Government	74	74.74% No Limit
Municipal Bonds	0	0.23% 20%
LAIF	9	6.38% No Limit
CalTRUST	0	0.00% No Limit
Negotiable CD	0	30%
Medium Term Notes (Corporate Bonds)	7	7.13% 30%
Money Market	0	0.26% 20%
Bank Deposits	1	1.85% No Limit
Supranational	1	1.08% 30%

West Valley Water District Bond Analysis September 30, 2024

Security Description	Market Value Mood	Moody's (NRSRD) Long-Term Rating as of 02/29/2024	s of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years	(Years)
U.S.Treasury Bill - 912797KA4	3,439,940.00		P-1	Yes	9/25/2024	2/20/2025		0.4
U S Treasury Bill - 912797KJ5	3,429,020.00		P-1	Yes	9/25/2024	3/20/2025		0.5
U S Treasury Bill - 912797LT2	21,959,740.00		P-1	Yes	6/18/2024	17		0.3
U S Treasury Bill - 912797LC9	23,884,080.00		P-1	Yes	9/4/2024			0.2
U S Treasury Bill - 912797LU9	18,947,750.00		p-1	Yes	6/26/2024	10/22/2024		0.3
U S Treasury Bill - 912797MA2	5,972,880.00		P-1	Yes	9/12/2024	11/5/2024		0.1
U S Treasury Bill - 912797ME4	9,920,700.00		P-1	Yes	8/15/2024	12/3/2024		0.3
First American Govt Obligation Fund Class Y - 31846V203	303,406.14		Aaa	Yes	various			
Total Liquidity Fund	87,857,516.14							
Money Market Fund								
Security Description	Market Value Mood	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	s of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years	(Years)
First American Govt Obligation Fund Class Y - 31846V203	47,659.59		Aaa	Yes	various			
Total Money Market	47,659.59							
Federal Agency Obligations								
Security Description	Market Value - Mood	Moody's (NRSRO) Long-Term Rating as of 02/29/2024		Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years	(Years)
FH LM C-3137FLYV0	486,280.00		Aaa	Yes	9/19/2024	4/25/2029		4.5
Federal Farm Credit Bks - 3133ERSP7	745,762.50		Aaa	Yes	11/16/2022	11/18/2027		4.9
F N M A - 3135G0X24	94,233.35		Aaa	λes	1/8/2020	1/7/2025		4.9
Federal Home Loan Mortgage Company - 3137EAEPO	281,722.50		Ааа	Yes	2/13/2020	2/12/2025		4.9
F N M A Deb - 3135G03U5	166,562.60		Aaa	Yes	4/22/2020	4/22/2025		4.9
F N M A - 3135G04Z3	277,684.05		Ааа	Yes	6/17/2020	6/17/2025		4.9
F H L M C - 3137EAEU9	339,937.50		Aaa	Yes	7/21/2020	7/21/2025		4.9
F N M A - 3135G05X7	494,011.50		Aaa	Yes	10/6/2020	8/25/2025		4.8
Federal Home Loan Bks - 3130AJXA2	289,746.00		Aaa	Yes	10/7/2020	9/12/2025		4.9
FHLMC MTN - 3137EAEX3	212,372.60		Aaa	Yes	9/23/2020	9/23/2025		4.9
F N M A 3135G06G3	481,135.00		Aaa	Yes	11/1/2020	11/7/2025		4.9
Federal Home Loan Bks - 3130AKFA9	480,605.00		Аза	Yes	12/16/2020	12/12/2025		4.9
								ı

				TE   TO   TO CO TE   TE   TO CO	ř
Federal Home Loan Bks - 3130ATUS4	.60.00	Aaa	Yes 1/31/2023	1/31/2023 12/10/2027	Ą
FHLMC Multiclass Mtg Partn - 3137FG6X8	25.00	Даа	Yes 1/23/2024	1/23/2024 5/25/2028	4.3
Federal Home Loans Bks - 3130AWMN7 512,840.	40.00	Aaa	Yes 7/26/2023	7/26/2023 6/9/2028	4.8
Federal Home Loans Bks - 3130AWN63 507,250.	50.00	Aaa	Yes 8/16/2023	8/16/2023 6/30/2028	4.8
Federal Home Loans Bks - 3130AWTR1	12.50	Ааа	Yes 9/7/2023	9/7/2023 9/8/2028	4.5
Federal Farm Credit Bks - 3133EPC45 519,330.	30.00	Aaa Y	Yes 11/27/2023	11/27/2023 11/13/2028	4.9
Federal Home Loans Bks - 3130AXQK7	30.00	Aaa	Yes 12/7/2023	12/7/2023 12/8/2028	4.5
Federal Farm Credit Bks - 3133EPN50 768,847.50	47.50	Aaa Y	Yes 1/3/2024	1/3/2024 12/15/2028	4.9
F H L M C Multiclass Mtg Partn - 3137FKUP9	74.00	Aaa	Yes 1/3/2024	1/3/2024 12/25/2028	4.9
Federal Farm Credit Bks - 3133EPW84	52.50	Даа	Yes 2/5/2024	2/5/2024 1/18/2029	4,9
F.H.L.M.C.Multiclass Mtg Partn - 3137FKZZ2	70.00	Ааа	Yes 1/18/2024	1/18/2024 1/25/2029	5.0
Federal Home Loan Bks - 3130AVBD3 776,827.50	27.50	Aaa	Yes 4/25/2024	4/25/2024 3/9/2029	4.8
Total Federal Agency Obligations	71.60	THE PARTY OF THE P			

Total Negotiable Certificates of Deposit

Total Commercial Paper	,					
Municipal Bonds						
Security Description		Moody's (NRSRO) Long-Term Rating as of 02/29/2024 Rated A or	Rated A or Equivalent?	Purchase Date	Waturity	Investment Maturity (Years
California ST Taxable Vr Purp Go - 13063D7D4	317,733.00	Aa2	Yes	10/4/2023	10/1/2028	4.9
Total Municpal Bonds	317,733.00	The second secon			THE PROPERTY OF THE PARTY OF TH	
Supranational		NAME OF THE PARTY				
International Finance Corp - 45950KCR9	Market value (Mobay's (Mobay) cong. 249,625.00	Aaa		7/12/2021	10/16/2024	3.75 3.75
International Bank M T N - 459058JL8	192,592.00	Ава	Yes	10/22/2020	10/28/2025	4.9
Inter American Devel Bk - 4581X0DV7	477,625.00	Ава	Yes	4/13/2021	4/20/2026	5.0
International Bank M T N - 459058KT9	298,857.00	Ааа	Yes	7/18/2023	7/12/2028	4.9
Inter American Devel Bk - 4581X0DC9 Total Supranational	245,677.50 1,464,376.50	Aaa	Yes	12/8/2023	9/18/2028	45
U.S. Corporate						
Security Description				Ingeption bake		Investment Maturity (Years
Cico Syciat 17275882	493,013,00 413,673,00	A2.	SP.	3/13/2024	9/07/77/2	6.4
Fil I IIV Co = 532457CO9	71.500	TV	SD-   VO	8/27/2024	8/14/2029	
Paccar Financial Corp - 69371RR73	232,917.90	A1	Yes	3/31/2022	4/7/2025	3.0
Pfizer Inc Sr Glbl Nto-717081EX7	122,111.25	A2	Yes	6/3/2020	5/28/2025	
State Str Corp - 857477BR3	79,056.80	A1	Yes	2/27/2022	2/6/2026	3.9
Apple Inc 037833EB2	167,765.50	Aaa	Yes	2/5/2021	2/8/2026	4.9
Unitedhealth Group Inc 91324PEC2	57,362.40	A2	Yes	6/16/2021	5/15/2026	
Waimar Linc - 331142EKU Honawwell International - 438516810	35,9/3.50 202 224 00	A3.	Yes	9/8/2021	9/11/2026	5.0
Duke Energy Carolinas - 26442CAS3	293.652.00	Aa3	Yes	10/28/2022	12/1/2026	
Target Corp - 87612EBM7	134,484.00	A2	Yes	1/19/2022	1/15/2027	4.9
Procter Gamble Co The - 742718FV6	287,730.00	Aa3	Yes	2/1/2022	2/1/2027	4.9
Charles Schwab Corp - 808513BY0	91,236.10	A2	Yes	3/1/2022	3/3/2027	4.9
Berkshire Hathaway Fin - 084664CZ2	271,014,80	A32	Yes	3/7/2022	3/15/2027	5.0
Blackrock Inc - 09247XAN1	246,385.00	Aa3	Yes	4/27/2022	3/15/2027	4.8
Northern if Corp of Nt - bb5859AW4	300,489,00	A2	Yes	5/5/2022	5/10/2027	4.9
Walmart Inc - 931142EX7	251.725.00	Δ22	Yes	9/12/2022	7,202/51/6	6.4 0 A
Apple Inc - 037833DK3	244,972.50	Aaa	Yes	2/1/2023	11/13/2027	4.7
Toyota Mtr Cr Corp - 89236TKQ7	361,571.05	A1	Yes	1/9/2023	1/12/2028	4.9
Mastercard Incorporated - 57636QAW4	413,208.00	Aa3	Yes	3/9/2023	3/9/2028	4.9
Public Service Electric - 74456QBU9	345,488.50	A1	Yes	6/22/2023	5/1/2028	4.8
Florida Pwr Lt Co - 341081GN1	354,175.50	Aa2	Yes	6/22/2023	5/15/2028	4.8
Merck Co Inc - 58933YBH7	403,368.00	A1	Yes	5/17/2023	5/17/2028	4.9
Prologis L P - 74340XCG4	256,532.50	A3	Yes	6/27/2023	6/15/2028	4.9
Air Brodunts and Chamicale Inc. 000150010	400 626 00	A2	Yes	2/5/2024	2/7/2029	4.9
Fil tilly Co532457CK2	403,010.00 271 A07 70	A2.	Yes	2/1//2024	2/8/2029	4.7
John Deere Capital Corporation - 24422EXT1	433,797.00	A1	Yes	6/11/2024	6/11/2029	4.9
Home Depot Inc - 437076DC3	412,284.00	A2	Yes	6/25/2024	6/22/2029	4.9
Pepsico Inc Sr Nt - 713448FX1	334,964.50	A1	Yes	7/15/2024	7/17/2029	4.9
Toronto Dominion Bank - 89115A2Y7	412,176,00	A1	Yes	4/10/2024	4/5/2029	4.9
Bailk Of Ivioritieal - U036/WB83	246,030.00	A2	Yes	8/6/2021	5/1/2025	
KOYal bank Of Canada - 78015K/HI	2.00 m. 2.44,275.00 m. 2.00 m.	AI	Yes	5/20/2021	6/10/2025	4.0

Security Description						
	Market Value Moody's (NRSRO) Long	Moody's (NRSRO) Long-Term Rating as of 02/29/2024 Rated A or Equivalent?		Inception Date	Maturity Investme	Investment Maturity (Years)
U. S. Treasury Note - 91282CLC3	713,286.00	Aaa	Yes	7/30/2024	7/31/2029	4.9
U.S. Treasury Note - 912828YV6	248,645.00	Aaa	Yes	12/11/2019	11/30/2024	4.9
U.S. Treasury Note - 912828252	494,800.00	Aaa		5/9/2021	1/31/2025	3.7
U.S. Treasury Note- 912828ZF0	490,545.00	Aaa	Yes	2/24/2021	3/31/2025	4.0
U.S. Treasury Note - 9128282L7	488,785.00	Aaa	Yes	1/13/2021	4/30/2025	4.2
U.S. Treasury Note - 912828ZT0	487,095.00	Aaa	Yes	12/16/2020	5/31/2025	4,4
U.S. Treasury Note - 91282CAB7	484,505.00	Aaa	Yes	12/16/2020	7/31/2025	4.6
U.S. Treasury Note - 91282CAJO	483,065.00	Aaa	Yes	12/1/2020	8/31/2025	4.7
U.S. Treasury Note - 91282CAT8	480,645.00	Aaa	Yes	12/1/2020 10/31/2025	10/31/2025	4.8
U.S. Treasury Note - 91282CBC4	479,045.00	Aaa	Yes	1/8/2021	12/31/2025	4.9
U.S. Treasury Note - 91282CBH3	477,830.00	Aaa	Yes	2/16/2021	1/31/2026	4.9
U.S. Treasury Note - 91282CBQ3	477,580.00	Aaa	Yes	3/4/2021	2/28/2026	4.9
U.S. Treasury Note - 91282CCF6	238,115.00	Aaa	Yes	6/28/2021	5/31/2026	4.9
U.S. Treasury Note- 91282CCP4	473,145.00	Aaa	Yes	9/17/2021	7/31/2026	4.8
J.S. Treasury Note - 91282CCW9	473,260.00	Aaa	Yes	11/29/2021	8/31/2026	4.7
J.S. Treasury Note- 91282CCZ2	473,635.00	Aaa	Yes	12/15/2021	9/30/2026	4.7
J S Treasury Note - 91282CDK4	475,470.00	Aaa	Yes	10/20/2022	11/30/2026	4.1
J S Treasury Note - 91282CEF4	487,150.00	Aaa	Yes	11/2/2022	3/31/2027	4.4
J.S. Treasury Note - 91282CEN7	489,705.00	Aaa	Yes	6/6/2022	4/30/2027	4.8
J S Treasury Note - 91282CET4	439,033.50	Ава	Yes	7/8/2022	5/31/2027	4.8
J S Treasury Note - 91282CEW7	495,780.00	Aaa	Yes	10/20/2022	6/30/2027	4.6
J S Treasury Note - 91282CFH9	241,966.90	Aaa	Yes	10/6/2022	8/31/2027	4.8
J S Treasury Note - 91282CFM8	508,030.00	Aaa	Yes	10/24/2022	9/30/2027	4.9
U S Treasury Note - 91282CFU0	507,910.00	Aaa	Yes	11/18/2022	10/31/2027	4.9
J S Treasury Note - 9128283F5	480,490.00	Aaa	Yes	11/28/2022	11/15/2027	4.9
J S Treasury Note - 91282CGC9	605,718.00	Ааа	Yes	1/26/2023	12/31/2027	4.9
J S Treasury Note - 91282CHX2	617,322.00	Aaa	Yes	9/27/2023	8/31/2028	4.9
J S Treasury Note - 91282CDF5	458,380.00	Ааа	Yes	1/30/2024	10/31/2028	4.7
J S Treasury Note - 9128285M8	491,290.00	Aaa	Yes	1/19/2024	11/15/2028	4.8
Total U.S. Government	13,762,226.40					

36,547,125.69 36,547,125.69		87,857,516.14	87,857,516.14	
US Bank - Chandler Asset Mgmt September 2024 Bond Total per Treasurer's Report Total Per September 2024 Chandler Statement	Variance	US Bank - Chandler Liquidity Fund September 2024 Bond Total per Treasurer's Report	Total Per September 2024 Chandler Statement	Variance



#### STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

FROM: William Fox, Chief Financial Officer

SUBJECT: Cash Disbursements Report - September 2024

#### **MEETING HISTORY:**

10/23/2024 Finance Committee REFERRED TO BOARD

#### **BACKGROUND:**

The Board of Directors requested the Monthly Cash Disbursements Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented to the Finance Committee on a monthly basis.

#### **DISCUSSION:**

Each month, the Accounting Department provides a complete listing of all previous month's disbursements to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Finance Committee, Board of Directors, and ratepayers the opportunity to review expenses for supplies, materials, services, (**Exhibit A**) and payroll Disbursements (**Exhibit B**). Payroll is processed bi-weekly and accounts payable are processed weekly. Information to justify each payment is available through the Accounting Department. For reference, Customer Refunds are credits due as a result of closing a water account.

#### FISCAL IMPACT:

There is no fiscal impact for producing the September 2024 Cash Disbursement Reports.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve the September 2024 Cash Disbursement Reports.

### **Attachments**

<u>Exhibit A - 2024 September Cash Disbursements Board Report.pdf</u> <u>Exhibit B - 2024 September Cash Disbursements Payroll.pdf</u>

# EXHIBIT A

EFT/Check # 8074	Vendor Name 360 GLOBAL TECHNOLOGY LLC	<b>Description</b> WEB HOSTING SERVICES-OCT 2024	<b>0 &amp;</b> I	M Amount	CIP Amount
8075	AUTOMATED GATE SERVICES INC	GATE MAINTENANCE	\$	217.50	
8076	CLIFTON LARSON ALLEN	Treasurer Services-MARCH 2024	\$	425.00	
8076	CLIFTON LARSON ALLEN	Treasurer Services-MARCH 2024	\$	2,525.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	15.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	15.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	15.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	31.50	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	55.50	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	15.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	202.50	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	15.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	142.50	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	36.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	90.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$	243.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	40.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	1,620.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	1,620.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#6	\$	182.50	
8077	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES-FBR	\$	204.00	
8077		LAB FEES-FBR	\$ \$	204.00	
	CLINICAL LAB OF SAN BERNARDING INC		\$ \$		
8077	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES ROEMER	•	1,614.00	
8077	CLINICAL LAB OF SAN BERNARDING INC	LAB FEES ROEMER	\$	123.50	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	123.50	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	90.00	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	123.50	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	17.50	
8077	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	17.50	
8078	DIAMOND ENVIRONMENTAL SERVICES LP	PORTABLE RESTROOM-10272 S CEDAR PL	\$	125.58	
8078	DIAMOND ENVIRONMENTAL SERVICES LP	PORTABLE RESTROOM-18451 VINEYARD AVE	\$	125.58	
8079	DYER, JUNE J	MEDICARE PART B JAN-JUNE 2024	\$	1,048.20	
8080	INFOSEND INC	NEWSLETTERS-MAY 2024	\$	2,554.83	
8080	INFOSEND INC	2023 WATER QUALITY REPORT	\$	1,717.37	
8081	JEFF CRIDER	SERVICES-AUG 2024	\$	2,380.00	
8082	MURPHY, RONALD	MEDICARE PART B REIMB-APR-JUNE 2024	\$	524.10	
8083	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-EDGAR HIDALGO	\$	250.00	
8084	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG 8/13/24	\$	225.00	
8084	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MTG 8/13/24	\$	200.00	
8085	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.76	
8085	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	5.91	
8085	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	9.14	
8085	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	7.59	
8085	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	4.16	
8085	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	9.75	
8085	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	4.95	
8085	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	4.49	
8085	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	7.14	
8085	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	4.39	
8085	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	4.95	
8085	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	8.32	
8085	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	9.75	
8085	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$	72.80	
8085	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	6.14	

EFT/Check #	Vendor Name	Description	0 &	M Amount	CIP Amount
8085	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	4.98	
8085	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	4.12	
8085	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	9.75	
8085	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	9.75	
8085	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	6.23	
8085	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.82	
8085	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.81	
8085	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.00	
8085	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.08	
8085	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	4.79	
8085	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$	72.80	
8085	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	5.95	
8085	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	9.75	
8085	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	6.14	
8085	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	4.46	
8085	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	6.50	
8085	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	10.35	
8087	ACWA /JPIA	DELTACARE DENTAL HMO	\$	(19.36)	
8087	ACWA /JPIA	DELTACARE DENTAL PPO	\$	(47.86)	
8087	ACWA /JPIA	HEALTH INSURANCE	\$	(1,317.43)	
8087	ACWA /JPIA	DELTACARE DENTAL HMO	\$	718.90	
8087	ACWA /JPIA	DELTACARE DENTAL PPO	\$	8,981.26	
8087	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$	208.32	
8087	ACWA /JPIA	HEALTH INSURANCE	\$	146,909.57	
8087	ACWA /JPIA	VISION	\$	1,779.12	
8087	ACWA /JPIA	DELTACARE DENTAL PPO	\$	555.76	
8087	ACWA /JPIA	HEALTH INSURANCE	\$	6,945.18	
8087	ACWA /JPIA	VISION	\$	84.72	
8087	ACWA /JPIA	EE Adjusts	\$	1,281.59	
8087	ACWA /JPIA	Retirees	\$	15,431.72	
8087	ACWA /JPIA	Retirees	\$	1,807.82	
8087	ACWA /JPIA	Retirees	\$	571.86	
8088	AIR & HOSE SOURCE INC	WATER QLTY SUPPLIES	\$	297.39	
8088	AIR & HOSE SOURCE INC	MAINTENANCE SUPPLIES	\$	100.24	
8089	AMERICAN GLOBAL SECURITY, INC.	Standing Guard Service for HQ for 30 Days	\$	5,576.67	
8090	AUTOMATED GATE SERVICES INC	GATE REPAIRS	\$	486.00	
8091	BOOT BARN INC	SAFETY BOOTS-ALLAN HIDALGO	\$	169.43	
8092	CDW GOVERNMENT INC	Romer router and swithces camera network	\$	3,555.10	
8092	CDW GOVERNMENT INC	Romer router and swithces camera network	\$	1,185.41	
8092	CDW GOVERNMENT INC	Romer router and swithces camera network	\$	2,233.91	
8092	CDW GOVERNMENT INC	Romer router and swithces camera network	\$	479.27	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	39.00	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	15.00	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	21.00	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	40.50	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	51.00	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	51.00	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	7.50	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$	250.50	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$	19.50	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	40.00	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	17.50	
8093	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	17.50	
8094	HACH COMPANY	HACH Turbidity Analyzer	\$	5,310.95	

EFT/Check # 8095	Vendor Name HASA INC.	<b>Description</b> CHEMICALS-WELLS	<b>O&amp;</b> \$	<b>M Amount</b> 217.49	CIP Amount
8095	HASA INC.	CHEMICALS-WELLS	\$	169.16	
8095	HASA INC.	CHEMICALS-WELLS	\$	362.49	
8095	HASA INC.	CHEMICALS-WELLS	\$	338.32	
8095	HASA INC.	CHEMICALS-WELLS	\$	990.73	
8095	HASA INC.	CHEMICALS-WELLS	\$	314.16	
8095	HASA INC.	CHEMICALS-WELLS	\$	289.99	
8095	HASA INC.	CHEMICALS-WELLS	\$	326.24	
8095	HASA INC.	CHEMICALS-BLF	\$	1,752.03	
8095	HASA INC.	CHEMICALS-WELLS	\$	362.49	
8095	HASA INC.	CHEMICALS-WELLS	\$	277.91	
8095	HASA INC.	CHEMICALS-WELLS	\$	205.41	
8095	HASA INC.	CHEMICALS-PERCHLORATE	\$	362.49	
8095	HASA INC.	CHEMICALS-PERCHLORATE	\$	422.90	
8096	INFOSEND INC	Postage/Printing for Customer Bills-AUG 2024	\$	4,127.80	
8096	INFOSEND INC	Postage/Printing for Customer Bills-AUG 2024	\$	15,315.12	
8097	MCDONALD ELECTRIC INC	Emergency repair of hydro plant breaker	\$	1,816.04	
8097	MCDONALD ELECTRIC INC	Emergency repair of hydro plant breaker	\$	2,502.12	
8098	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$	482.83	
8098	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$	329.83	
8098	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$	980.91	
8098	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$	683.78	
8098	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$	743.22	
8098	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$	375.69	
8099	MERLIN JOHNSON CONST INC.	Install 24 inch valve at 6-1 Pump Station	\$	18,360.00	
8100	SAMBA HOLDINGS INC	HR SERVICES-AUG 2024	\$	146.91	
8101	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	7.14	
8101	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	8.32	
8101	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	4.95	
8101	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	4.39	
8101	UNIFIRST CORPORATION	UNIFORMS-FBR	Ś	32.51	
8101	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	4.12	
8101	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	4.98	
8101	UNIFIRST CORPORATION	UNIFORMS-ROEMER	Ś	6.14	
8101	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	9.75	
8101	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	Ś	5.91	
8101	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	23.35	
8101	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	9.14	
8101	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	4.16	
8101	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	4.49	
8101	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	4.95	
8101	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	7.59	
8101	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.76	
8101	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	4.79	
8101	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.81	
8101	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	6.23	
8101	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.00	
8101	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-METERS	\$	36.37	
8101	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.82	
8101	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.08	
8101	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	6.14	
8101	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-ENGINEERING  UNIFORMS-ENGINEERING	\$	5.95	
8101	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-ENGINEERING  UNIFORMS-ENGINEERING	\$	18.34	
8102	WESTRUX INTERNATIONAL INC	VEHICLE MAINTENANCE	\$	729.18	
3102	WESTROA INTERNATIONAL INC	VEHICLE IVIAINTENAINCE	ų.	123.10	

EFT/Check #	Vendor Name WESTRUX INTERNATIONAL INC	<b>Description</b> VEHICLE MAINTENANCE	<b>O</b> 8	& M Amount 377.35	CIP Amount
8103	ABF PRINTS INC	NAME PLATES	\$	315.71	
8104	BERTOLINE, GINA E	WORKPLACE WELLBEING	\$	50.38	
8105	CERON, KIMBERLY	SUPPLIES DIRECTOR HAWKINS FAREWELL	\$	18.53	
8106	CHANDLER ASSET MANAGEMENT	SERVICES-AUG 2024	\$	7,635.25	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	44.00	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	44.00	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$	15.00	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	701.50	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	202.50	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$	142.50	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	90.00	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	19.50	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	19.50	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	19.50	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$	19.50	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$	243.00	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	1,845.00	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$	341.00	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL 6	\$	182.50	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	123.50	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	90.00	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	75.00	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	226.00	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	17.50	
8107	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$	17.50	
8108	COMPUTERIZED EMBROIDERY COMPANY INC	SHIRT-YOLANDA	\$	34.78	
8108	COMPUTERIZED EMBROIDERY COMPANY INC	SHIRTS-ANGELA GARCIA	\$	464.15	
8109	DRAKE, LANCE W	TRI STATE CONFERENCE EXPENSES	Ś	693.74	
8110	INFOSEND INC	IPAY SMART NOTICES	\$	1,788.43	
8111	LEASE PLAN USA INC	Mechanic Repairs for Fleet	\$	5,185.43	
8112	PICAZO'S FLOWER DESIGNS INC	PLANTS MAINTENANCE	\$	424.00	
8112	PICAZO'S FLOWER DESIGNS INC	PLANTS MAINTENANCE PLANTS MAINTENANCE	\$	424.00	
8113	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MEETING 8/27/24	\$	225.00	
8114	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	7.59	
8114	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$	6.76	
	UNIFIRST CORPORATION  UNIFIRST CORPORATION	UNIFORMS-PRODUCTION  UNIFORMS-PRODUCTION	\$	5.91	
8114			Y		
8114 8114	UNIFIRST CORPORATION	UNIFORMS PRODUCTION	\$ \$	4.95	
	UNIFIRST CORPORATION	UNIFORMS PRODUCTION	\$	4.49	
8114	UNIFIRST CORPORATION	UNIFORMS PRODUCTION	•	9.75	
8114	UNIFIRST CORPORATION	UNIFORMS PRODUCTION	\$ \$	9.14	
8114	UNIFIRST CORPORATION	UNIFORMS POEMER	•	4.16	
8114	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	7.14	
8114	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	9.75	
8114	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	8.32	
8114	UNIFIRST CORPORATION	UNIFORMS-FBR	\$	4.95	
8114	UNIFIRST CORPORATION	UNIFORMS POEMER	\$	4.39	
8114	UNIFIRST CORPORATION	UNIFORMS ROEMER	\$	9.75	
8114	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	4.12	
8114	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	4.98	
8114	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$	6.14	
8114	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.81	
8114	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.82	
8114	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	6.23	

EFT/Check #	Vendor Name UNIFIRST CORPORATION	<b>Description</b> UNIFORMS-METERS	<b>O &amp;</b>	M Amount 9.75	CIP Amount
8114	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.00	
8114	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	5.08	
8114	UNIFIRST CORPORATION	UNIFORMS-METERS	\$	4.79	
8114	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	9.75	
8114	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	6.14	
8114	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$	5.95	
8114	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$	16.85	
8115	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$	90.00	
8115	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$	1,723.50	
8115	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$	1,485.00	
8115	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$	4,477.50	
8115	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$	17,433.00	
87189	HALILU, LADI	CUSTOMER REFUND	\$	4.67	
87190	Abedrabbo, Safa	CUSTOMER REFUND	\$	45.46	
87191	de Bonilla, Maria Libia Rocha	CUSTOMER REFUND	\$	45.02	
87192	MONTE VISTA HOMES	CUSTOMER REFUND	\$	25.80	
87193	MONTE VISTA HOMES	CUSTOMER REFUND	\$	30.40	
87194	MONTE VISTA HOMES	CUSTOMER REFUND	\$	30.40	
87195	INGUDOMNUKUL, SAM T.	CUSTOMER REFUND	\$	179.59	
87196	ADAMS, MICHAEL	CUSTOMER REFUND	\$	68.15	
87197	JARA, BERTHA L.	CUSTOMER REFUND	\$	16.00	
87198	LENNAR HOMES	CUSTOMER REFUND	\$	6.67	
87199	DEETER, DENISE VENEGAS & JASON	CUSTOMER REFUND	\$	36.15	
87200	LENNAR HOMES	CUSTOMER REFUND	\$	3.28	
87201	LENNAR HOMES	CUSTOMER REFUND	\$	15.03	
87202	LENNAR HOMES	CUSTOMER REFUND	\$	20.32	
87203	LENNAR CORP	CUSTOMER REFUND	\$	26.93	
87204	LENNAR HOMES	CUSTOMER REFUND	\$	10.41	
87205	LENNAR CORP	CUSTOMER REFUND	\$	19.29	
87206	LENNAR CORP	CUSTOMER REFUND	\$	16.06	
87207	NK DEMOLITION	CUSTOMER REFUND	\$	3,297.30	
87208	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$	307.95	
87208	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$	732.32	
87208	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	363.61	
87208	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	70.35	
87208	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	49.54	
87208	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	101.02	
87208	AMAZON.COM SALES INC	DISTRICT MAINTENANCE	\$	122.82	
87208	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	\$	382.40	
87209	AQUA-METRIC SALES CO	EXTENDED WARRANTY OF EQUIP	\$	7,500.00	
87210	AT&T INTERNET	INTERNET SERVICE-08/26/24-09/25/24	\$	144.45	
87211	AT&T LONG DISTANCE	ROEMER LONG DISTANCE	\$	26.19	
87212	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-ROEMER	\$	240.19	
87212	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-HQ	\$	803.82	
87213	C WELLS PIPELINE MATERIALS INC	Butterfly Valve Installation for Roemer		\$	22,148.01
87214	CINTAS CORPORATION	JANITORIAL SERVICES	\$	189.30	
87215	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$	281.23	
87215	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	, \$	562.46	
87216	COASTAL BUILDING SERVICES INC	Janitorial Services-AUGUST 2024	\$	185.00	
87216	COASTAL BUILDING SERVICES INC	Janitorial Services-AUGUST 2024	\$	2,904.00	
87217	COMMERCIAL TRANSPORTATION SERVICES	Class A Driver Training	\$	6,672.84	
87218	CONTROL TEMP INC	A/C MAINTENANCE	, \$	288.45	
87219	CORE & MAIN LP	Schonstedt Metal Detectors	, \$	9,051.00	
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EFT/Check #	Vendor Name DIGITAL IMAGE SOLUTIONS, LLC	<b>Description</b> COPIER MAINTENANCE 9/14/23-10/13/23	\$	& M Amount	CIP Amount
87220	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-04/14/24-05/13/24	\$	6.86	
87220	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-05/14/24-06/13/24	\$	25.37	
87220	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-06/14/24-07/13/24	\$	11.93	
87220	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-07/01/24-07/31/24	\$	255.01	
87220	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-07/02/24-08/01/24	\$	192.60	
87220	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-07/04/24-08/03/24	\$	146.77	
87221	ENRIQUE GONZALEZ	Additional catering for ASBCSD meeting	\$	1,189.56	
87222	GRAINGER INC	FBR SUPPLIES	\$	521.59	
87223	HAWKEYE EQUIPMENT RENTALS INC	Repairs for boom lift	\$	2,701.28	
87224	INLAND EMPIRE UTILITIES AGENCY	JULY 2024 SERVICES	\$	5,069.58	
87225			\$	134.62	
87225	JOHNSON'S HARDWARE INC	WATER QUALITY SUPPLIES	\$	83.18	
	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$	7,350.00	
87226	MCCALLS METERS INC	Annual Large Meter Testing	·		
87227	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL	HR SERVICES	\$	97.00	
87228	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$	183.10	
87229	P&S TRUCK SUPPLY INC.	MAINTENANCE SUPPLIES	\$	223.12	
87230	PAUL FRANK GRAVESANDE	EQUIPMENT MAINTENANCE	\$	1,945.00	
87231	PINNACLE PETROLEUM INC	Gasoline and Diesel for Fleet	\$	11,845.55	
87232	SO CALIFORNIA EDISON	ROEMER ELECTRICITY-07/31/24-08/28/24	\$	117,820.28	
87233	TYLER TECHNOLOGIES INC	INVENTORY MODULE REV/TRAINING	\$	640.00	
87234	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$	217.84	
87234	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$	546.50	
87235	VERIZON CONNECT FLEET USA LLC	SERVICES-AUG 2024	\$	816.51	
87236	VERIZON WIRELESS PHONES	CELL PHONES/IPADS-07/23/24-08/22/24	\$	5,164.55	
87236	VERIZON WIRELESS PHONES	CELL PHONES/IPADS-07/23/24-08/22/24	\$	424.70	
87236	VERIZON WIRELESS PHONES	CELL PHONES/IPADS-07/23/24-08/22/24	\$	1,152.34	
87237	YO FIRE	MAINTENANCE SUPPLIES	\$	433.16	
87238	NELSON, THOMAS/ CATHERINE	CUSTOMER REFUND	\$	153.77	
87239	SALCEDO, JANELLE	CUSTOMER REFUND	\$	49.19	
87240	GM REAL ESTATE INVESTMENTS LLC	CUSTOMER REFUND	\$	1.96	
87241	CANTRELL, FRANK J	CUSTOMER REFUND	\$	36.37	
87242	Ferrari, Keira	CUSTOMER REFUND	\$	27.91	
87243	Guerrero, Trayveon Deantay Abraham Weaver & Steven Richard	CUSTOMER REFUND	\$	31.60	
87244	DeANDA, Octavio	CUSTOMER REFUND	\$	70.26	
87245	ISLAS, JASMINE	CUSTOMER REFUND	\$	121.96	
87246	LENNAR HOMES	CUSTOMER REFUND	\$	1.66	
87247	LENNAR HOMES	CUSTOMER REFUND	\$	1.66	
87248	LENNAR HOMES	CUSTOMER REFUND	\$	1.66	
87249	LENNAR HOMES	CUSTOMER REFUND	\$	0.47	
87250	GIANUZZI, KAREN	CUSTOMER REFUND	\$	86.18	
87251	LENNAR HOMES	CUSTOMER REFUND	\$	1.42	
87252	LENNAR HOMES	CUSTOMER REFUND	\$	0.58	
87253	LENNAR HOMES	CUSTOMER REFUND	\$	0.58	
87254	LENNAR HOMES	CUSTOMER REFUND	\$	7.31	
87255	LENNAR HOMES	CUSTOMER REFUND	\$	0.58	
87256	LENNAR HOMES	CUSTOMER REFUND	\$	0.92	
87257	LENNAR HOMES	CUSTOMER REFUND	\$	9.44	
87258	LENNAR HOMES	CUSTOMER REFUND	\$	5.18	
87259	LENNAR HOMES	CUSTOMER REFUND	\$	7.24	
87260	LENNAR HOMES	CUSTOMER REFUND	\$	1.42	
87261	LENNAR HOMES	CUSTOMER REFUND	\$	2.46	
87262	LENNAR CORP	CUSTOMER REFUND	\$	8.32	
87263	THOMAS, SNYDER	CUSTOMER REFUND	\$	21.41	

EFT/Check #	Vendor Name	Description	0 &	M Amount	CIP Amount
87264	THIBODEAUX, AMANDA	CUSTOMER REFUND	\$	82.87	
87265	AIRGAS USA LLC	PRODUCTION SUPPLIES	\$	58.79	
87266	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$	239.82	
87266	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$	280.12	
87266	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$	728.25	
87266	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	78.62	
87266	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	140.20	
87266	AMAZON.COM SALES INC	COMPUTER SUPPLIES	\$	314.34	
87267	CINTAS CORPORATION	JANITORIAL SERVICES	\$	189.30	
87268	CITY OF RIALTO	UTILITY USER TAX-AUG 2024	\$	58,767.15	
87268	CITY OF RIALTO	UTILITY USER TAX-AUG 2024	\$	(179.81)	
87269	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW-AUG 2024	\$	23,266.71	
87270	CORE & MAIN LP	Parts for 24 inch valve install at 6-1	\$	1,254.98	
87270	CORE & MAIN LP	Schonstedt Metal Detectors	\$	9,051.00	
87271	DAC (DIGITAL ASSURANCE CERT LLC)	ANNUAL FEE EC	\$	2,500.00	
87272	ENVIROPROS LLC	SHOP SUPPLIES	\$	844.67	
87273	FAIRVIEW FORD	VEHICLES MAINTENANCE	\$	250.13	
87274	FAST SERVICE	CUSTOMER SERVICES-AUG 2024	\$	210.00	
87275	FMB TRUCK OUTFITTERS, INC.	VEHICLES MAINTENANCE	\$	685.98	
87276	GLOBAL EQUIPMENT CO INC	Industrial Cabinet	\$	1,496.81	
87277	GRAINGER INC	PRODUCTION SUPPLIES	\$	542.22	
87277	GRAINGER INC	WATER QLTY SUPPLIES	\$	219.08	
87277	GRAINGER INC	WATER QLTY SUPPLIES	\$	236.77	
87277	GRAINGER INC	FBR SUPPLIES	\$	811.75	
87278	INLAND EMPIRE UTILITIES AGENCY	SERVICES JULY 2024	\$	1,594.76	
87279	JESSICA K. ORNELAS	TURF REPLACEMENT	\$	642.00	
87280	JOHN PEUKERT	TURF REPLACEMENT	\$	3,524.00	
87281	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$	142.40	
87282	MARIPOSA LANDSCAPES INC	Landscape Maintenance Service	\$	7,445.98	
87283	MV AMCV LLC	DEPOSITS REFUNDS-CONT/METER/VALVE BOX	\$	10,400.00	
87283	MV AMCV LLC	DEPOSITS REFUNDS-CONT/METER/VALVE BOX	\$	2,160.00	
87283	MV AMCV LLC	DEPOSITS REFUNDS-CONT/METER/VALVE BOX	\$	21,761.90	
87284	NED'S OIL SALES INC	SHOP SUPPLIES	\$	2.89	
87284	NED'S OIL SALES INC	SHOP SUPPLIES	\$	18.11	
87285	NEW RESOURCES GROUP INC	CUST OUTREACH SUPPLIES	\$	802.00	
87286	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$	13.16	
87286	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$	90.48	
87287	PACK N MAIL	CUSTOMER SERVICES-AUG 2024	\$	110.00	
87288	PAUL FRANK GRAVESANDE	BACKHOE MAINTENANCE	\$	495.00	
87289	QUALITY LOGO PRODUCTS INC	OUTREACH PROGRAM,	\$	594.78	
87290	RAINBOW BOLT & SUPPLY INC	PRODUCTION SUPPLIES	\$	114.89	
87291	SDRMA (SPECIAL DISTRICT RISK	WORKERS COMP INS	\$	18,109.28	
87292	SHAW HR CONSULTING, INC.	HR SERVICES	\$	632.50	
87293	UNIVAR USA INC	Acedic Acid for FBR	\$	12,590.37	
87294	YO FIRE	SHOP SUPPLIES	\$	705.76	
87295	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$	98.84	
87296	CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION	WATER UTILY ASSOC MEMBERSHIP DUES	\$	6,150.00	
87297	CINTAS CORPORATION	JANITORIAL SERVICES	\$	160.42	
87297	CINTAS CORPORATION	JANITORIAL SERVICES	\$	189.30	
87298	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC 07/29/24-08/27/24	\$	562.19	
87299	DAILY JOURNAL CORPORATION	NOTICE OF VACANCY	\$	337.70	
87300	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-07/14/24-08/13/24	\$	16.11	
87300	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-08/1/24-08/31/24	\$	541.30	
87300	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-08/02/24-09/01/24	\$	304.44	
			•		

EFT/Check # 87300	Vendor Name DIGITAL IMAGE SOLUTIONS, LLC	<b>Description</b> COPIER MAINTENANCE-08/4/24-09/3/24	<b>O 8</b>	& M Amount 365.65	CIP Amount
87301	EBIX, INC.	HOPE HEALTH NEWSLETTERS	\$	414.00	
87302	EDUCATION & TRAINING SERVICES	MGMT & SUP TRAINING-MELISSA BLOUNT	\$	599.00	
87303	FISH WINDOW CLEANING	JANITORIAL SERVICES	\$	317.00	
87304	INDUSTRIAL METAL SUPPLY CO	PRODUCTION SUPPLIES	\$	49.78	
87305	INLAND DESERT SECURITY	ANSWERING SERVICE	\$	783.95	
87306	JIMENEZ, GARY R	TRI STATE CONFERENCE EXPENSES	\$	622.74	
87307	LOWES	ROEMER SUPPLIES	\$	392.94	
87308	MACKAMUL, ROBERT	EAL REIMBURSEMENT	\$	320.00	
87309	RIALTO PRINT COMPANY	SHOP SUPPLIES	\$	391.50	
87310	RIALTO WATER SERVICES	WATER SVC WELL 16 - 07/24/24-08/28/24	\$	30.42	
87311	SERGIO GRANDA	TRI STATE CONFERENCE EXPENSES	\$	560.94	
87312	SO CALIFORNIA EDISON	ELECTRICITY-WELL#22	\$	10.43	
87312	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$	26,512.94	
87312	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$	76,187.30	
87312	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$	107,697.74	
87312	SO CALIFORNIA EDISON	S END SHOP-08/08/24-09/08/24	\$	128.54	
87312	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$	38,707.94	
87312	SO CALIFORNIA EDISON	ELECTRICITY-WELL 6	\$	27,557.45	
87312	SO CALIFORNIA EDISON	ELECTRICITY-WELL 11X	\$	48.79	
87312	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$	213.25	
87312	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$	23,800.48	
87312	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$	226.19	
87312	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$	6,890.82	
87313	Speedy Dog Hot Dogs	District Pic Nic Food Vendor	\$	2,454.88	
87314	THE GAS COMPANY	GAS BILL ROEMER 07/31/24-08/30/24	\$	16.35	
87314	THE GAS COMPANY	GAS BILL HQ-08/06/24-09/06/24	\$	19.98	
87315	YO FIRE	Pipe for Distribution	\$	1,430.49	
87315	YO FIRE	Pipe for Distribution	\$	663.74	
87315	YO FIRE	Pipe for Distribution	\$	507.29	
87315	YO FIRE	Pipe for Distribution	\$	139.42	
87315	YO FIRE	DISTRICT MAINTENANCE	\$	290.93	
87316	COOK, JAMES	CUSTOMER REFUND	\$	877.72	
87317	RUSICH, FRANK	CUSTOMER REFUND	\$	74.15	
87318	RUSICH, FRANK	CUSTOMER REFUND	\$	54.10	
87319	GONZALEZ, FERMIN	CUSTOMER REFUND	\$	65.74	
87320	Cordero, Pascuala	CUSTOMER REFUND	\$	72.79	
87321	LENNAR HOMES	CUSTOMER REFUND	\$	17.55	
87322	UM, TAE/ JACKLYN KIM	CUSTOMER REFUND	\$	39.88	
87323	Trust, Opendoor Property I	CUSTOMER REFUND	\$	5.50	
87324	LENNAR CORP	CUSTOMER REFUND	\$	35.97	
87325	LENNAR HOMES	CUSTOMER REFUND	\$	25.17	
87326	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$	3.86	
87327	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$	4.88	
87328	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$	3.86	
87329	LENNAR HOMES	CUSTOMER REFUND	\$	24.87	
87330	LENNAR HOMES	CUSTOMER REFUND	\$	30.54	
87331	SWEEPING CORP OF AMERICA	CUSTOMER REFUND	\$	3,485.87	
87332	LENNAR HOMES OF CALIFORNIA INC.	CUSTOMER REFUND	\$	1,601.57	
87333	LENNAR HOMES OF CALIFORNIA INC.	CUSTOMER REFUND	\$	1,551.42	
87334	LENNAR HOMES OF CALIFORNIA INC.	CUSTOMER REFUND	, \$	1,515.54	
87335	LENNAR HOMES	CUSTOMER REFUND	\$	28.33	
87336	LENNAR HOMES	CUSTOMER REFUND	\$	17.34	
87337	LENNAR CORP	CUSTOMER REFUND	\$	32.59	
			•		

EFT/Check #	Vendor Name	Description	0.8	& M Amount	<b>CIP Amount</b>
DFT0003918	PETTY CASH	ADMIN MEALS	\$	160.50	
DFT0003918	PETTY CASH	ADMIN MEALS	\$	106.46	
DFT0003918	PETTY CASH	POSTAGE	\$	10.16	
DFT0003918	PETTY CASH	PERMIT FEES	\$	107.00	
DFT0003918	PETTY CASH	MISC HR OFFICE	\$	29.13	
DFT0003918	PETTY CASH	WELLNESS PROGRAM	\$	38.75	
DFT0003943	MOTIVE ENERGY STORAGE SYSTEMS INC	SGIP FUNDS FROM EDISON	\$	2,371,341.61	
DFT0003944	US BANK	BOND PAYMENT/INTERESTS SERIES 2016A	\$	475,000.00	
DFT0003944	US BANK	BOND PAYMENT/INTERESTS SERIES 2016A	\$	(192.73)	
DFT0003944	US BANK	BOND PAYMENT/INTERESTS SERIES 2016A	\$	(1.47)	
DFT0003944	US BANK	BOND PAYMENT/INTERESTS SERIES 2016A	\$	419,250.00	

# Exhibit B

## WEST VALLEY WATER DISTRICT PAYROLL GROSS WAGES FISCAL YEAR 2024 - 2025

Report Month	Description	From	То	Gross Wages Paid
July 2024	Monthly Pay Period #7	06/01/24	06/30/24	10,319.00
July 2024	Pay Period #14	06/21/24	07/05/24	364,859.06
July 2024	Pay Period #15	07/05/24	07/19/24	384,306.79
		Total for July 2024		759,484.85
August 2024	Monthly Pay Period #8	07/01/24	1 07/31/24	10,112.62
August 2024	Pay Period #16	07/19/24		399,164.38
August 2024	Pay Period #17	08/02/24		369,382.81
		- Total for August 2024		778,659.81
September 2024	Monthly Pay Period #9	08/01/24	08/31/24	8,255.20
September 2024	Pay Period #18	08/16/24	08/30/24	375,168.59
	Pay Period #18 (Correction)	08/16/24	08/30/24	-
September 2024	Pay Period #19 & Correction	08/30/24	09/13/24	375,150.76
		Total for September 202	4	758,574.55

### WEST VALLEY WATER DISTRICT EFT AND PAYROLL ITEMS SEPTEMBER 2024

Date	ltem	Check No. or EFT	Amount
09/12/24	Monthly Pay Period #9	None	0.00
09/05/24	Pay Period #18	8957	1,131.19
09/06/24	Pay Period #18 (Correction)	8958	8,093.32
09/19/24	Pay Period #19 & Correction	8959-60	1,346.87
	Total Checks	=	10,571.38
09/12/24	Monthly Pay Period #9 Direct Deposits	EFT	6,918.94
09/12/24	Federal Tax Withheld Social Security & Medicare	EFT	1,839.99
09/12/24	State Tax Withheld and State Disability Insurance	EFT	153.43
09/05/24	Pay Period #18 Direct Deposits	EFT	246,600.22
09/05/24	Federal Tax Withheld Social Security & Medicare	EFT	94,000.53
09/05/24	State Tax Withheld and State Disability Insurance	EFT	20,607.23
09/05/24	Lincoln Deferred Compensation Withheld	EFT	14,345.83
09/05/24	Lincoln - 401a	EFT	0.00
09/05/24	Lincoln - ROTH	EFT	1,034.56
09/05/24 09/05/24	Lincoln - Employer Match Benefit Nationwide Deferred Compensation Withheld	EFT EFT	3,500.00 5,781.11
09/05/24	Nationwide - Employer Match Benefit	EFT	775.00
09/05/24	Nationwide 401a	EFT	0.00
09/05/24	Nationwide ROTH	EFT	125.00
09/05/24	Nationwide - 401a Employer Match Benefit	EFT	0.00
09/05/24	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	34,828.37
09/05/24	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	25,455.45
09/05/24	California State Disbursement	EFT	984.46
09/05/24	Sterling Administration	EFT	976.23
09/06/24	Pay Period #18 Direct Deposits (Correction)	EFT	0.00
09/06/24	Federal Tax Withheld Social Security & Medicare	EFT	4,582.11
09/06/24	State Tax Withheld and State Disability Insurance	EFT	1,545.85
09/06/24	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	36,255.59
09/06/24	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	(28,767.98)
00/40/04	B B : 1//40 B: 4 B : 1/	FFT	050 400 00
09/19/24	·	EFT	250,460.92
09/19/24	Federal Tax Withheld Social Security & Medicare	EFT	93,074.08
	State Tax Withheld and State Disability Insurance	EFT	21,479.74
09/19/24	Lincoln Deferred Compensation Withheld Lincoln - 401a	EFT	14,355.97
09/19/24 09/19/24	Lincoln - ROTH	EFT EFT	0.00 908.13
09/19/24	Lincoln - KOTTI Lincoln - Employer Match Benefit	EFT	3,500.00
09/19/24	Nationwide Deferred Compensation Withheld	EFT	5,781.11
09/19/24	Nationwide - Employer Match Benefit	EFT	775.00
09/19/24	Nationwide 401a	EFT	0.00
09/19/24	Nationwide ROTH	EFT	125.00
09/19/24	Nationwide - 401a Employer Match Benefit	EFT	0.00
09/19/24	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	35,111.44
09/19/24	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	25,520.06
09/19/24	· · · · · · · · · · · · · · · · · · ·	EFT	984.46
09/19/24	Sterling Administration	EFT	976.23
	Total EFT	_ =	924,594.06
	Grand Total Payroll Cash	=	935,165.44



#### STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

FROM: William Fox, Chief Financial Officer

SUBJECT: Monthly Revenue & Expenditures Report - September 2024

#### **MEETING HISTORY:**

10/23/24 Finance Committee REFERRED TO BOARD

#### **BACKGROUND:**

The Board of Directors requested the Monthly Financial Status Reports to be presented to the Finance Committee for review and discussion before presenting them to the Board of Directors. The reports are being produced by the District's Financial System (System of Records) and will be presented on a monthly basis.

#### DISCUSSION:

The Monthly Financial Status Report (**Exhibit A**) summarizes the District's revenue categories as well as expenditures for all Departments. The original total budget includes the adopted budget. The current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for the reporting periods. The fiscal activity column represents the year-to-date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1 through June 30th The encumbrance column represents funds encumbered with a purchase order that's not spent but committed. The percentage column represents the percentage of the current budget that has been received (Revenue) or utilized (Expenditure).

A summary of the first quarter revenue and expenditure results for the period ending September 30, 2024 has been developed. **(Exhibit B)**. This is a summary level report that provides information on operating revenues, non-operating revenues, operating expenses, and non-operating expenses. There were nine separate discussion notes that identity significant variances between the budget and actual activity. No items require a budget adjustment.

#### FISCAL IMPACT:

There is no fiscal impact for producing the September 2024 Monthly Revenue & Expenditure Report.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors to approve the September 2024 Monthly Revenue & Expenditure Report.

### **Attachments**

Exhibit A - 2024 September Monthly Rev Exp Report.pdf

Exhibit B - 1st Quarter Report FY2024-25.pdf

# EXHIBIT A

## **Budget Report**

## **Group Summary**



West Valley Water District, CA

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Departmen		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Revenue							
4000 - Water consumption sales		19,360,000.00	19,360,000.00	2,010,363.87	7,388,734.13	-11,971,265.87	38.16 %
4010 - Water service charges		8,890,000.00	8,890,000.00	740,030.00	2,156,509.74	-6,733,490.26	24.26 %
4020 - Other operating revenue		4,806,616.00	4,806,616.00	111,366.18	762,878.82	-4,043,737.18	15.87 %
4030 - Property Taxes		3,677,030.00	3,677,030.00	0.00	33,481.36	-3,643,548.64	0.91 %
4040 - Interest & Investment Earnings		4,000,000.00	4,200,000.00	0.00	1,631,217.82	-2,568,782.18	38.84 %
4050 - Rental Revenue		41,000.00	41,000.00	3,378.84	10,136.52	-30,863.48	24.72 %
4060 - Grants and Reimbursements		1,554,757.00	1,554,757.00	0.00	69,007.71	-1,485,749.29	4.44 %
4080 - Other Non-Operating Revenue	_	32,000.00	32,000.00	6.21	2,006.21	-29,993.79	6.27 %
	Revenue Total:	42,361,403.00	42,561,403.00	2,865,145.10	12,053,972.31	-30,507,430.69	28.32 %

#### For Fiscal: 2024-2025 Period Ending: 09/30/2024

					Variance	
	Original	Current	Period	Fiscal	Favorable	Percent
Departmen	Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
Expense						
5110 - Source Of Supply	2,310,700.00	2,310,700.00	29,931.05	54,176.58	2,256,523.42	2.34 %
5210 - Production	5,177,350.00	5,177,350.00	366,150.12	897,394.12	4,279,955.88	17.33 %
5310 - Water Quality	855,225.00	855,225.00	50,503.93	157,265.92	697,959.08	18.39 %
5320 - Water Treatment - Perchlorate	685,000.00	685,000.00	40,812.38	114,255.06	570,744.94	16.68 %
5350 - Water Treatment - FBR/FXB	2,389,005.00	2,365,005.00	135,584.71	410,412.95	1,954,592.05	17.35 %
5390 - Water Treatment - Roemer/Arsenic	2,348,920.00	2,348,920.00	178,918.39	459,333.13	1,889,586.87	19.56 %
5410 - Maintenance - T & D	3,303,500.00	3,303,500.00	165,541.19	491,075.95	2,812,424.05	14.87 %
5510 - Customer Service	1,083,500.00	1,083,500.00	68,562.75	241,877.64	841,622.36	22.32 %
5520 - Meter Reading	1,094,100.00	1,108,500.00	60,987.10	167,593.18	940,906.82	15.12 %
5530 - Billing	614,800.00	614,800.00	49,959.17	122,699.12	492,100.88	19.96 %
5610 - Administration	2,337,295.00	2,337,295.00	153,459.87	473,960.91	1,863,334.09	20.28 %
5615 - General Operations	3,087,098.00	3,111,098.00	84,874.24	1,017,739.67	2,093,358.33	32.71 %
5620 - Accounting	928,430.00	928,430.00	68,783.03	201,722.86	726,707.14	21.73 %
5630 - Engineering	2,173,300.00	2,173,300.00	145,745.94	420,811.63	1,752,488.37	19.36 %
5640 - Business Systems	1,662,116.00	1,662,116.00	83,923.62	321,898.65	1,340,217.35	19.37 %
5645 - GIS	310,200.00	310,200.00	14,259.43	40,864.61	269,335.39	13.17 %
5650 - Board Of Directors	339,500.00	339,500.00	17,244.23	49,697.05	289,802.95	14.64 %
5660 - Human Resources/Risk Management	949,730.00	949,730.00	60,133.25	154,954.75	794,775.25	16.32 %
5680 - Purchasing	734,300.00	734,300.00	43,131.00	133,836.97	600,463.03	18.23 %
5710 - Public Affairs	1,520,985.00	1,520,985.00	50,465.35	193,067.00	1,327,918.00	12.69 %
5720 - Grants & Rebates	325,000.00	325,000.00	4,166.00	7,310.00	317,690.00	2.25 %
6200 - Interest Expense	912,000.00	912,000.00	419,055.80	165,781.23	746,218.77	18.18 %
6300 - Debt Administration Service	6,615.00	6,615.00	0.00	0.00	6,615.00	0.00 %
Expense Tota	l: 35,148,669.00	35,163,069.00	2,292,192.55	6,297,728.98	28,865,340.02	17.91 %
Report Surplus (Deficit	): 7,212,734.00	7,398,334.00	572,952.55	5,756,243.33	-1,642,090.67	77.80 %

For Fiscal: 2024-2025 Period Ending: 09/30/2024

## **Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - Water Operations Fund	7,212,734.00	7,398,334.00	572,952.55	5,756,243.33	-1,642,090.67
Report Surplus (Deficit):	7.212.734.00	7.398.334.00	572,952,55	5.756.243.33	-1.642.090.67

# Exhibit B

### FIRST QUARTER FINANCIAL REPORT THREE MONTHS ENDED SEPTEMBER 30, 2024

	1st Quarter Actuals							
		FY23-24		FY24-25		Amount	%	Notes
	,	9/30/2023	,	9/30/2024		Change	Change	Notes
Operating revenues:								
Water consumption sales	\$	5,802,983	\$	6,148,734	\$	, -	5.96%	
Water service charges		2,136,311		3,412,306		1,275,995	59.73%	Α
Other operating income		620,237		747,083		126,846	20.45%	
Total operating revenues		8,559,531		10,308,123		1,748,592	20.43%	
Non-operating revenues:								
Property taxes	\$	_	\$	33,480	\$	33,480	N/A	В
Grants and reimbursements		1,075		69,008		67,933	N/A	С
Interest and investment earnings		1,227,059		1,654,977		427,919	34.87%	D
Rental income- cellular anntenas		9,907		10,137		229	2.31%	
Gain/(loss) on sale/disposition of capital assets		-		-		-	0.00%	
Other non-operating revenues		5,752		2,006		(3,745)	-65.12%	E
Total non-operating revenues		1,243,793		1,769,608		525,816	42.28%	
Operating expenses:								
Pubic Affairs	\$	97,567	\$	193,067	\$	95,500	97.88%	F
Grants	Ψ	4,191	Ψ	7,310	Ψ	3.119	74.42%	G
Source of supply		12,711		54,177		41,466	N/A	H
Pumping		885,344		897,394		12,051	1.36%	••
Water treatment		990,340		1,141,267		150,927	15.24%	
Transmission and distribution		513,058		491,076		(21,982)	-4.28%	
Customer accounts		521,713		532,170		10,457	2.00%	
General and administrative		2,317,642		2,815,487		497,845	21.48%	
Total operating expenses		5,342,565		6,131,948		789,382	14.78%	
N							_	
Non-operating expenses:	•	400.004	•	105 701	•	(00.040)	4.4.000/	
Interest expense - long-term debt	\$	186,391	\$	165,781	\$	(20,610)	-11.06%	
Litigation Loss	\$	235,000	\$	105 704	\$	(235,000)	N/A	ı
Total non-operating expenses		421,391		165,781		(255,610)	-60.66%	
Total revenues	\$	9,803,324	\$	12,077,731	\$	2,274,407	23.20%	
Total expenditures	\$	5,763,956	\$	6,297,729	\$	533,773	9.26%	
Net Change	\$	4,039,367	\$	5,780,002	\$	1,740,634	43.09%	

Note	Comment
Α	Increase of about 1,000 active servuce connections compare to Fiscal Year 23-24.
В	No property taxes were received during the same time frame Fiscal Year 23-24.
С	Reimbursement from San Bernardino County Transportation Authority for Project W19055.
D	Liquidity Fund has had better performance during the same time frame compared to Fiscal Year 23-24.
E	No reclycling income for Fiscal Year 24-25.
F	Increase due to division being fully staff and outreach programs have had more activity.
G	Increase in rebate activity.
н	Purchased water from San Bernadino Valley has increased in Fiscal Year 24-25.

No litigation loss present in Fiscal Year 24-25.

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#### STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

FROM: William Fox, Chief Financial Officer

SUBJECT: Transfer Report - September 2024

#### **MEETING HISTORY:**

10/23/24 Finance Committee REFERRED TO BOARD

#### **BACKGROUND:**

At the August 20, 2020, Board of Directors meeting, the WVWD Board of Directors approved and authorized the Chief Financial Officer to transfer funds in/out of the District's Chase account to/from the District's investment accounts to take advantage of potential interest earnings. At this meeting, the WVWD Board also requested that the CFO provide a detailed report to the Board of all transfers on a monthly basis and include this report in the monthly financial reports presented to the Board.

#### DISCUSSION:

Following the Board's request for monthly updates on transfers related to investments is the September 2024 Funds Transfer Report. This is located at **Exhibit A.** There was one transfer during the month made from the Chase General Checking Account and going to the Local Agency Investment Fund (LAIF) account totaling \$5.0 million. The funds were transferred in order to earn interest income rather than lying idle in the Chase General Checking Account.

#### **FISCAL IMPACT:**

Additional interest earnings on funds were earned resulting from the transfer to the LAIF account.

#### **STAFF RECOMMENDATION:**

Forward a recommendation to the Board of Directors to approve the September 2024 Funds Transfer Report.

### **Attachments**

Exhibit A - 2024 September Transfer Form.pdf

# EXHIBIT A

### Fund Transfer Detail September 2024

Date	Beginning Balances	Amount
9/25/2024	Chase Gen Checking	7,162,487.90
9/25/2024	LAIF	3,646,385.18

Date	Transfers	Amount
9/25/2024	Chase Gen Checking → LAIF	5,000,000.00

Date	Pate Ending Balances (After Transfers) <sup>1</sup>	
9/25/2024	Chase Gen Checking	2,231,060.02
9/25/2024	LAIF	8,646,385.18

<sup>(1)</sup> Ending balances may include other credits/deposits besides transfer amounts.



#### STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

FROM: William Fox, Chief Financial Officer

SUBJECT: Purchase Order Report - September 2024

#### **MEETING HISTORY:**

10/23/24 Finance Committee REFERRED TO BOARD

#### **BACKGROUND:**

The West Valley Water District ("District") generated twenty-three (23) Purchase Orders ("PO") in the month of September 2024 to various vendors that provide supplies and services to the District. The total amount issued to PO's for the month of September 2024 was \$201,719.64. A table listing all PO's for September 2024 is shown in **Exhibit A**.

There were no Change Orders ("CO") approved at the General Manager's approval level during the month of September 2024.

#### **FISCAL IMPACT:**

There is no fiscal impact for producing the September 2024 Purchase Order Report.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve the September 2024 Purchase Order Report.

#### **Attachments**

Exhibit A - September 2024 Purchase Order Report

# Exhibit A



# West Valley Water District, CA

# **Purchase Order Summary Report**

Purchase Order Detail

Issued Date Range 09/01/2024 - 09/30/2024

<b>PO Number</b> 25-0109	<b>Description Vendor</b> 24 inch weld flanges for 6-1 Booster 01657 - CORE & MAIN LP	Status Ship To Outstanding West Valley Water District	Issue Date Delivery Date 9/3/2024 9/17/2024	Trade Discount 0.00	<b>Total</b> 1,152.75
25-0110	1" Meter Stock Order 9-4-24 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	9/4/2024 9/4/2024	0.00	31,080.00
25-0111	GAC filter for Well 11 00739 - EVOQUA WATER TECHNOLOGIES LLC	Partially Received West Valley Water District	9/4/2024 9/18/2024	0.00	7,057.63
25-0113	New office furniture 01729 - TOTALPLAN BUSINESS INTERIORS INC	Outstanding West Valley Water District	9/5/2024 9/19/2024	0.00	3,229.27
25-0114	Standing Guard Service for HQ for 30 Days 02811 - AMERICAN GLOBAL SECURITY, INC.	Received West Valley Water District	9/10/2024 9/24/2024	0.00	10,701.47
25-0115	Pump 7-2 Hydraulic Analysis 01525 - AKEL ENGINEERING GROUP INC	Outstanding West Valley Water District	9/11/2024 9/25/2024	0.00	7,341.00
25-0116	ESRI Annual Subscription Year 1 of 3 00298 - ESRI INC	Received West Valley Water District	9/12/2024 9/26/2024	0.00	29,300.00
25-0117	FlowCom Register 00318 - MCCROMETER INC	Outstanding West Valley Water District	9/17/2024 10/1/2024	0.00	1,198.18
25-0118	Pipe for Distribution 00748 - YO FIRE	Completed West Valley Water District	9/13/2024 9/27/2024	0.00	2,740.94
25-0119	Hydrant Repair Kits 00748 - YO FIRE	Outstanding West Valley Water District	9/17/2024 9/17/2024	0.00	6,561.00
25-0120	COPPER ORDER 9-10-24 00748 - YO FIRE	Received West Valley Water District	9/17/2024 9/17/2024	0.00	14,325.00
25-0121	Technician Carbon Sample 00739 - EVOQUA WATER TECHNOLOGIES LLC	Outstanding West Valley Water District	9/17/2024 10/1/2024	0.00	1,450.00
25-0122	District Pic Nic Food Vendor 02806 - Speedy Dog Hot Dogs	Completed West Valley Water District	9/17/2024 10/1/2024	0.00	2,454.88
25-0123	Arsenic Sludge Sample 01190 - KVAC ENVIRONMENTAL SERVICES INC	Outstanding West Valley Water District	9/17/2024 10/1/2024	0.00	1,355.00
25-0124	Emergency Air Leak Repair Truck 105 01700 - PAUL FRANK GRAVESANDE	Completed West Valley Water District	9/17/2024 10/1/2024	0.00	1,055.00
25-0125	InfoWater Pro Government - 2 Licenses 00642 - DLT SOLUTIONS LLC	Outstanding West Valley Water District	9/19/2024 10/3/2024	0.00	5,107.96
25-0126	Romer expantion Celular to analog phone modem 02625 - MASTERS TELECOM LLC	Outstanding West Valley Water District	9/20/2024 10/4/2024	0.00	463.95
25-0127	Sullair Compressor for FBR 02530 - MAQPOWER COMPRESSORS CORP	Outstanding West Valley Water District	9/24/2024 10/8/2024	0.00	20,606.15

# **Purchase Order Summary Report**

# Issued Date Range 09/01/2024 - 09/30/2024

Total: 201,719.64

<b>PO Number</b> 25-0128	<b>Description Vendor</b> Replacement doors for damaged doors at 4-1 Booster 02819 - GENERAL DOOR SERVICE INC	Status Ship To Outstanding West Valley Water District	Issue Date Delivery Date 9/24/2024 10/8/2024	Trade Discount 0.00	<b>Total</b> 2,780.47
25-0129	2023 Water Loss Audit 01671 - MARK WILEY	Outstanding West Valley Water District	9/20/2024 10/4/2024	0.00	1,500.00
25-0130	Generator batteries 02325 - AMAZON.COM SALES INC	Completed West Valley Water District	9/26/2024 10/10/2024	0.00	1,336.08
25-0131	2024 WVWD Video Project 02818 - J-COMM INC	Outstanding West Valley Water District	9/26/2024 10/10/2024	0.00	20,000.00
25-0132	Installation of 24" and 30" Valves at Roemer 02820 - Ferreira Construction Co, Inc.	Outstanding West Valley Water District	9/26/2024 10/10/2024	0.00	28,922.91

Purchase Order Count: (23)

Total Trade Discount: 0.00



#### STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

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

#### **MEETING HISTORY:**

10.24.2024 Engineering, Operations and Planning Committee REFERRED TO BOARD

#### **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. <u>Operations Building:</u> 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. <u>Unforseen Services</u>: 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. <u>Additional Water System Isolation Valve Installations:</u> 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. <u>Increase in Soils and Materials Testing Allowance:</u> 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. <u>Instrumentation Communications from Reservoir R5-2 to Roemer WFF:</u> 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.

This item is in support of the District's Strategic Plan Goal to manage and deliver a safe, reliable, and sustainable water supply strategies to increase system capacity for anticipated growth, repair and replace aging infrastructure, provide effective source water treatment, and to fortify a resilient water supply.

#### **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 Board of Directors:

- 1. Authorize 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.

# **Attachments**

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

# **EXHIBIT A**

#### WEST VALLEY WATER DISTRICT

# **CHANGE ORDER**

Order No. <u>6</u>
Date <u>10/14/2024</u>
Agreement Date <u>10/31/2022</u>
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:

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

#### **JUSTIFICATION:**

<u>For item#1</u> – 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 <u>modification</u> which included a credit for the original door.

<u>For item# 2</u> – 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"/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.

<u>For item#4</u> – 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.

<u>For item#5</u> – 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.

<u>For item#6</u> – 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)	\$ 60,116,320.78
Contract Price due to this Change Order shall be increased	\$521,651.63
New Contract Price including this Change Order	\$ 60.637.972.41

# **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
fal I	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



For Item #1

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.

# Sincerely,



Kevin Goetz Project Manager 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 # 041

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

DES	CRI	PTI	10	۷	:

Operations Building Restrooms Tile/Stained Concrete Customization

DIRECT ESTIMATE		
LABOR		\$ -
EQUIPMENT		\$ -
MATERIALS		\$ -
SUBCONTRACTOR		\$ 1,222.10
SUBTOTAL		\$ 1,222.10
DIRECT MARKUP		
LABOR	25%	\$ -
EQUIPMENT	20%	\$ -
MATERIALS	15%	\$ -
SUBCONTRACTOR	5%	\$ 61.11
SUBTOTAL MARKUP		\$ 61.11
SUBTOTAL WITH DIRECT MARKUP		\$ 1,283.21

TOTAL ADDITIONAL WORK \$ 1,283.21

GRAND TOTAL THIS CHANGE \$ 1,283.21

Operations Building Restrooms Tile/Stained Concrete Customization	i	÷					DATE	08/20/24	ļ
					LABOR	LABOR EXPENSE	VENDOR		
	QTY	Ė	EQUIP	MANHOURS		AMOUNT	SUPPLIED MATERIALS	SUBCONTRACTOR	TOTAL
Labor		U.P.	TOTAL	MH/UNIT TOTAL		U.P. TOTAL	U.P. TOTAL	U.P. TOTAL	
EQUIPMENT									
Vendor Materials	l								
P. i. b. a. a description									
Subcontractor Addition of installation of the new liquid dazzle system in Restrooms in lieu of floor tile	1.0							\$ 2.750.00	2.750.00
Addition of installation of the free internal data of the control								2,7	
Cedit for the defector of froot the attrestrooties, defector or cove base and repracting it with the wall tile and schulter dilex AHKA Cove in Satin Anodized aluminum	1.0 LS							(\$1,527.90)	(\$1,527.90)
Materials									
	Ì								
					0.00	es	69	\$ 1,222.10	\$ 1,222.10
MARKUPS									
EQUIPMENT	20%		- ج						
OTHER ITEMS	2%								
LABOR	25%					S			
MATERIALS	15%						· •		
SUBCONTRACTS	2%							\$ 61.11	
SUBTOTALS WITH MARKUP			. 69			s	s	\$ 1,283.21	\$ 1,283.21
	Notes:	es:							
		ĺ							

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. <u>Tracked on a Time and Material basis:</u>

- 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.

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

Sincerely,



Kevin Goetz Project Manager 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
SUBTOTAL		\$	74,843.32
DIRECT MARKUP			
LABOR	25%	\$	6,171.35
EQUIPMENT	20%	\$	660.32
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	2,230.82
SUBTOTAL MARKUP		\$	9,062.49
SUBTOTAL WITH DIRECT MARKU	IP	\$	83,905.81

TOTAL ADDITIONAL WORK \$ 83,905.81

GRAND TOTAL THIS CHANGE \$ 83,905.81

Operations Building Acceleration CRX (Up to Date: 8/7/2024)	3	:		i				DATE	Ш	09/16/24	:	
					LAB	LABOR EXPENSE		VENDOR	œ			
	ΔTΥ	TINO	EQUIP	MAI	MANHOURS	A	AMOUNT	SUPPLIED MATERIALS	TERIALS	SUBCONTRACTOR	TOTAL	_
Labor		U.P.	. TOTAL	- MH/UNIT	_	U.P.	TOTAL	U.P.	TOTAL	U.P. TOTAL		
Lump Sum for 7/12/24 T&M Ticket:	1.0	rs			1258.45		\$ 1,258.45					1,258.45
Lump Sum for 7/13/24 T&M Ticket:	1.0	rs			6587.88		9				\$ 6,58	6,587.88
Lump Sum for 7/16/24 T&M Ticket:	1.0	SI			839.86							839.86
Lump Sum for 21/21/21 TeM 11/6/61:	0.5	2 0			1060.48		\$ 596.48					296.48
Lump Sum for 7/1/18/20 12kM Ticket:   Lump Sum for 7/18/20 12kM Ticket:	0. 1.	2 2			1160.98		116098				3 1,20	1 160 98
Lump Sum for 7/20/24 T&M Ticket (Excluding PCL Staff)	1.0	2 2			6300.88							6,300.88
Lump Sum for 8/3/24 T&M Ticket 1: (Excluding PCL Staff)	1.0	SI			3743.60							3,743.60
Lump Sum for 8/3/24 T&M Ticket 2:	1.0	SI			1528.29		1				\$ 1,52	1,528.29
Lump Sum for 8/6/24 T&M Ticket:	1.0	S			703.04							703.04
Lump Sum for 8/7/24 T&M Ticket:	1.0	S			703.04							703.04
(1) PCL Engineers	8.0	HRS		100.00			\$ 800.00					800.00
(1) PCL Superintendent/Manager	8.0	HRS		180.00	1440.00		\$ 1,440.00				\$ 1,44	1,440.00
TUBMENT		1		1								Ī
Pack Cat Mini Evenuator ESR R.2 Series	C	es S:S	60.36 \$ 482	482 88							\$ 48	48288
100 FOX THE LANGUAGE FOR THE COLUMN TO THE C	0.9	· 69	· •	492.48								492.48
75 Ton RT Crane	1.0	\$	69	188.44								188.44
Soissor Lift	11.0		€9	445.72								445.72
Ford Pickup (work truck)	18.0	49	€9	.42								669.42
10k ReachLift	8.0	HRS \$	82.08 \$ 656	656.64							\$ 65	656.64
Roto Hammer	1.0	\$	\$	.00								84.00
Hepa Vacuum	1.0	€9	\$	00.9								00.9
Dust collector	1.0	€9		00.9							\$	00.9
Core Drill	1.0	ъ e	69 (	00.								20.00
D. Core Bit	1.0	÷> €	÷> €	75.00							9	75.00
3. Core Bit	O.T	week	4 00.67	75.00							A	75.00
Vandor Materials												
VOITGO MATORIAN												
Subcontractor												
Frank Smith Masonry	1.0	SI									es es	28,996.08
Alled Steel	1.0	S S								\$ 8,403.75	ь» e	8,403.75
best interiors	O.T	2								\$ 7,216.50	æ	06.91
Materials												
HIGH IND												
												Ī
			¢ 3 201 Eg	28	26025 44		\$ 26 025 41	e		¢ 44 646 33	27 8/3 32	3 33
MADICINE		4	00,00	00.	40923.41			9		\$ 44,010.5	9	20.02
MARAUPS FOI IDMENT	%00		\$ 66032	32								
OTHER	22%			40								
LABOR	25%						\$ 6,171.35					
MATERIALS	15%							\$	-			
SUBCONTRACTS	2%									\$ 2,230.82	01	
CHITYTALIOMITHIN			6					•		0 00 04 4	•	20
SUBTOTALS WITH MARKUP			\$ 3,961.90	90			\$ 33,096.76	P		\$ 46,847.15	83,905.81	15.81
		Notes:										

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.

# Sincerely,



Kevin Goetz Project Manager 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 # 048

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

Operations Building Custom Door 101-B CRX

DIRECT ESTIMATE		
LABOR		\$ -
EQUIPMENT		\$ -
MATERIALS		\$ -
SUBCONTRACTOR		\$ 5,874.50
SUBTOTAL		\$ 5,874.50
DIRECT MARKUP		
LABOR	25%	\$ -
EQUIPMENT	20%	\$ -
MATERIALS	15%	\$ -
SUBCONTRACTOR	5%	\$ 293.73
SUBTOTAL MARKUP		\$ 293.73
SUBTOTAL WITH DIRECT MARI	(UP	\$ 6,168.23

TOTAL ADDITIONAL WORK \$ 6,168.23

GRAND TOTAL THIS CHANGE \$ 6,168.23

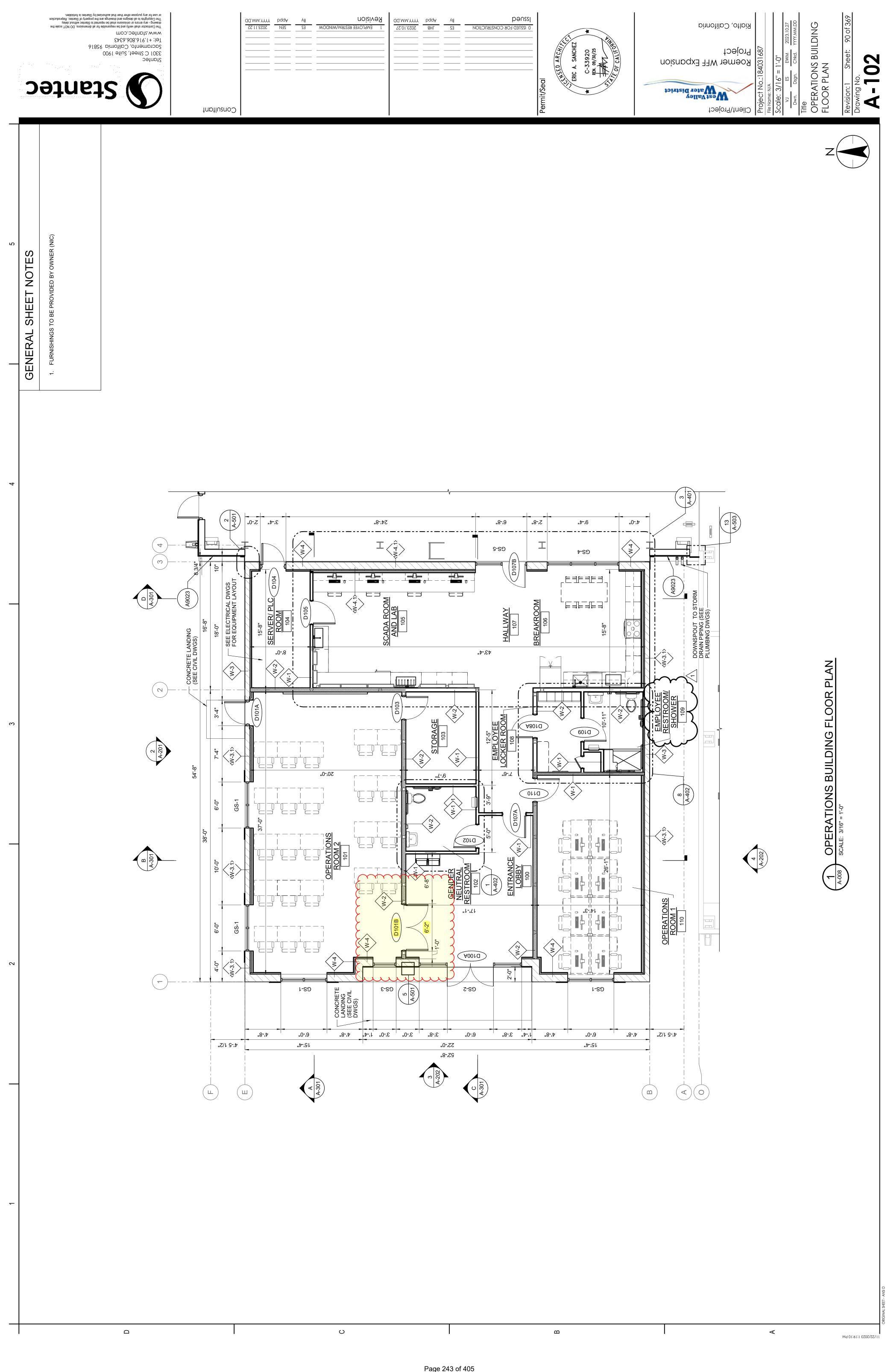
Operations Building Custom Door 101-B CRX										DATE	09/26/24	
						LABOR	LABOR EXPENSE		VEN	VENDOR		
	ΔΤ	LINU	EQL	1	MANHOURS	SS	٩	UNT	SUPPLIED	SUPPLIED MATERIALS	SUBCONTRACTOR	R TOTAL
Labor			U.P.	TOTAL MH/U	OT TINI		U.P. TOTAL	AL	U.P.	TOTAL	U.P. TOTA	
EQUIPMENT												
Vendor Materials												
Subcontractor CREDIT: EHC Group, Inc. *Finish Hardware will still be provided by EHC Group,Inc.*	1.0	rs									\$ (5,16	(5,160.00) \$ (5,160.00)
Pacific Architectural Woodworking, Inc. (Furnish and installation of Custom Door 101-B)	1.0	rs										<del>\$</del>
Materials												
			€.		-	000	€.				\$ 587450	150 \$ 587450
MARKUPS			<b>→</b>			200	<del>)</del>					<b>→</b>
EQUIPMENT OTHER ITEMS	20%		↔									
LABOR	25%						€					
MATERIALS SUBCONTRACTS	15% 5%									· •	\$ 29	293.73
			•				•			•		l le
SUBIOLALS WITH MARKUP			€				<del>: •</del>			· •	\$ 6,168.23	3.23 \$ 6,168.23
		Notes:										

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



This photo is for reference only. Final product may vary

# DRAWINGS





For Item #2

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:**

 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:**

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,



Kevin Goetz Project Manager 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 # 040

PCO # TBD
DATE: 10/2/24
ESTIMATOR:

DESCRIPTION:

N Riverside Ave Deceleration Lane CRX

DIRECT ES	TIMATE			
5	LABOR			\$ 29,619.64
	EQUIPMENT			\$ 21,881.48
	MATERIALS			\$ -
	SUBCONTRACTOR			\$ 95,797.30
	SUBTOTAL			\$ 147,298.42
DIRECT MA	ARKUP			
	LABOR	25%		\$ 7,404.91
	EQUIPMENT	20%		\$ 4,376.30
	MATERIALS	15%		\$ -
	SUBCONTRACTOR	5%		\$ 4,789.87
	SUBTOTAL MARKUP			\$ 16,571.07
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		
					LABO	LABOR EXPENSE	VENDOR			
	QTY L	LINO	EQUIP	MANHOURS	OURS	AMOUNT	SUPPLIED MATERIALS		SUBCONTRACTOR	TOTAL
Labor			U.P. TOTAL	MH/UNIT	TOTAL	U.P. TOTAL	U.P. TOTAL	U.P.	TOTAL	
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 (Tiaborer/ 3 days) 80 HRS for spotter (Tiaborer)										
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										
Teamster Group #10 (Labor work for the operation of Onsite Dump Truck)	0.09	HRS		83.67	5020.20	\$ 5,020.20				\$ 5,020.20
of the lot cliste nathing		<u> </u> 								
TNEMENT										
Walk Behind Saw		HRS \$	19.42 \$ 466.08		0.00	\$	8		٠ \$	\$ 466.08
Excavator	80.0		\$ 10,							\$ 10,921.60
10 CY Dump Truck		HRS \$	65.65 \$ 3,939.00		0.00	₩	\$		- \$	
Backhoe Bido On Communitor		+	<b>∌</b> 6							
Mater Trick	40.0	+								\$ 424.00
Walk Behind Compactor / Jumping Jack		+	9							
Version Materials										
Velidol materials		<u> </u> 								
		<u> </u>								
Subcontractor		<u> </u> 								
Hardy and Harper Installation of Base & Asphalt Pavement *6,267 SF*		L.S							\$ 69,216.00	9
Superior Pavement Markings of Lane Deceleration		L.S							\$ 4,551.00	\$ 4,551.00
Rubalcava Irucking (Demo/ Haul Off) *6,267 SF (6" Asphalt & 8" Base)	1.0	S							\$ 10,900.00	\$ 10,900.00
(18 hours) *\$125 per hour*										
10 SUPER TON LOADS) *\$190 a load*	_									
K Rail *2 weeks*	2.0 W	Weeks							\$ 11,130.30	\$ 11,130.30
Materials										
Materials										
		<u> </u>								Ī
			\$ 21,881.48		29619.64	\$ 29,619.64	\$		\$ 95,797.30	\$ 147,298.42
MARKUPS										
EQUIPMENT OF 1 ITEMS	20%		\$ 4,376.30							
I ABOR	25%					\$ 7.404.91				
MATERIALS	15%						↔			
SUBCONTRACTS	2%								\$ 4,789.87	
G1 1/10 444 1 F1/44 10 14 F0 F0 10										
SUBTOTALS WITH MARKUP			\$ 70,257.78			\$ 37,024.55	æ	1	\$ 100,587.17	\$ 163,869.49
	_	Notes:								

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:

 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

# 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
SUBTOTAL		\$	14,980.00
DIRECT MARKUP			
LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	749.00
SUBTOTAL MARKUP		\$	749.00
SUBTOTAL WITH DIRECT MARK	JP	\$	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	Ē	Ē		=						DATE	10/01/24		
						LABO	LABOR EXPENSE		VEN	VENDOR			
	QTY	LINO	В	EQUIP	MANHOURS	URS	AM	AMOUNT	SUPPLIED	SUPPLIED MATERIALS	SUBCO	SUBCONTRACTOR	TOTAL
Labor			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
EQUIPMENT													
Vondor Materials													
CHICAL MARKET													
						Ì							
Subcontractor													
Stantec Consultants (Re-design of Offsite Street Improvements)	1.0	S										\$ 14,980.00 \$	14,980.00
Materials													
						l							
			છ			0.00	S			٠.		\$ 14,980.00 \$	14,980.00
MARKUPS		ľ											
CTHEN I OTHER ITEMS	%0Z 20%		A										
A B C B C C C C C C C C C C C C C C C C	25%						e.	ŀ					
MATERIALS	15%									9			
SUBCONTRACTS	2%											\$ 749.00	
SUBTOTALSWITH MARKID			G				e			U		¢ 15 729 00 ¢	15 729 00
			•										
	_	Notes:											

# STANTEC'S BILLING FOR OLIVER P. ROEMER STREET IMPROVEMENT RE-DESIGN

# Labour Hours Hours Fixed Fee Time & Material Total Project Summary Task Type Jehloise Citolnes FEE ESTIMATE - Oliver P. Roemer Water Filtration Facility Upgrade and Expansion: Riverside Deceleration Lane and City Comments edesspirals \$250.00 4.00 \$1,000.00 ojedzepne / I \$220.00 12.00 \$2,640.00 Teerign's eleloossh \$250.00 16.00 \$4,000.00 tedionia ledionia \$330.00 4.00 \$1,320.00 , Jeanior Civil Engineer , \$300.00 4.00 \$1,200.00 Legy Jeolinical Legion \$330.00 4.00 \$1,320.00 Units Oliver P. Roemer Water Filtration Facility Upgrade and Expansion: Riverside deceleration lane and other City comments Project Billing Rate (T&M) Total Units (T&M) Fee (T&M) Task Name WBS Code

\$0.00 \$14,980.00 \$14,980.00

Total

\$14,980.00

\$14,980.00

64.00

Time & Material

20.00

4.00

12.00

16.00

4.00

4.00

4.00

Total

age	253	of	405
ago	200	٠.	100

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.

### **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,



## 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)
SUBTOTAL		\$	27,046.31
DIRECT MARKUP			
LABOR	25%	\$	1,131.60
EQUIPMENT	20%	\$	868.03
MATERIALS	15%	\$	162.93
SUBCONTRACTOR	5%	\$	1,180.50
SUBTOTAL MARKUP		\$	3,343.07
SUBTOTAL WITH DIRECT MARKUP		\$	30,389.38

TOTAL ADDITIONAL WORK \$ 30,389.38

GRAND TOTAL THIS CHANGE \$ 30,389.38

Effluent Pump Station AC Ramp & Curb CRX								DATE	09/16/24	4	
						LABOR	LABOR EXPENSE	VENDOR			
	ΔTΥ	LINO	EQUIP	<u> </u>	MANHOURS	JRS	AMOUNT	SUPPLIED MATERIALS		SUBCONTRACTOR	TOTAL
Labor			U.P.	TOTAL	MH/UNIT	TOTAL	U.P. TOTAL	U.P. TOTAL	U.P.	TOTAL	
Laborers Group #4 (Labor work for subgrade prep & water truck)	32.0	HRS			86.11	2755.52	\$ 2,755.52				\$ 2,755.52
32 HRS to fine grade, compaction and water truck											
Operator Group #8 (Labor work for the dirt work)	16.0	HRS			110.68	1770.88	\$ 1,770.88				\$ 1,770.88
16 HRS for Excavating and Fine Grade											
EQUIPMENT											
Excavator	16.0	HRS \$	136.52 \$	2,184.32							\$ 2,184.32
Backhoe	8.0		\$ 09.89	468.80							\$ 468.80
Water Truck	16.0	HRS \$		1,687.04							\$ 1,687.04
Compactor	8.0	HRS \$	12.67 \$	101.36							\$ 101.36
Vendor Materials	7	0							01		
3/4 Crushed Rock	0.	2						9	023.20		
Concrete Rim Blowoff Riser per WVWD Standard Detail Paved Scenario's	1.0	S							462.67		\$ 462.67
Subcontractor											
Hardy and Harper Installation of Base & Asphalt Pavement *AC CURB & AC PAVEMENT*	1.0	L.S								\$ 23,610.00	\$ 23,610.00
Materials											
			4	!		!					
			\$	4,340.16		4526.40	\$ 4,526.40	\$ 1,086.23	5.23	\$ 23,610.00	\$ 33,664.15
MARKUPS		ľ	•								
EQUIPMENT	20%		₩	868.03							
OTHERITEMS	2%										
LABOR	25%						\$ 1,131.60				
MATERIALS	15%							\$ 16,	162.93		
SUBCONTRACTS	2%									\$ 1,180.50	
SUBTOTALS WITH MARKUP			\$	5,208.19			\$ 5,658.00	\$ 1,249.16	9.16	\$ 24,790.50	\$ 36,905.86
		Notes:									

Effluent Pump Station AC Ramp & Curb CRX (CREDITS)									DATE	09/16/24		J
						LABOR	LABOR EXPENSE	VENDOR	JOR			
	ΔT	LINI	EC	EQUIP	MANHOURS	JRS	AMOUNT	SUPPLIED	SUPPLIED MATERIALS	SUBCONTRACTOR	RACTOR	TOTAL
Labor			U.P.	TOTAL	MH/UNIT	TOTAL	U.P. TOTAL	U.P.	TOTAL	U.P.	TOTAL	
Credit: Laborer (8 HRS)	8.0	HRS			(86.11)	(688.88)	(88.88)	Îŝ.			\$	(688.88)
Credit: Operator (8 HRS)	8.0	HRS			(110.68)	(885.44)	(885.44)	<del>(</del> 1)			\$	(885.44)
ECOLPMEN		$^{\dagger}$										
Credit: Excavator (8 HRS)	8.0	HRS \$	(136.52)	\$ (1,092.16)							₩	(1,092.16)
Vendor Materials												
Subcontractor												
Credit: Rubalcava Trucking (Haul off of Dirt)	1.0	L.S								↔	\$ (3,850.00)	(3,850.00)
(8 hours) *\$125 per hour*												
(15 SUPER 10 LOADS) *\$190 a load* (155 CY / ~11 CY in Super 10 Dump Truck = Approximately 15)												
											•	
Materials												
				\$ (1,092.16)		(1574.32)	\$ (1,574.32)		, &	↔	(3,850.00)	(6,516.48)
MARKUPS												
EQUIPMENT	20%											
OTHER ITEMS	2%											
LABOR	25%											
MATERIALS	15%											
SUBCONTRACTS	2%											
SUBTOTALS WITH MARKUP				\$ (1,092.16)			\$ (1,574.32)		- \$	\$	(3,850.00)	(6,516.48)
		Notes:										



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

- o Saw cut perimeter of the damaged AC Road (1/2 of road width) to strip the cracked/damaged asphalt.
- o Removal and disposal of asphalt within saw cut
- o Removal of unsuitable soils
- Trucking & Dump Fee's for soil and demoed asphalt
- o 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.
- o 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
- o Excavations and removal of any soil greater than assumed depth of 1.5' below existing AC pavement.

Sincerely,



# 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:

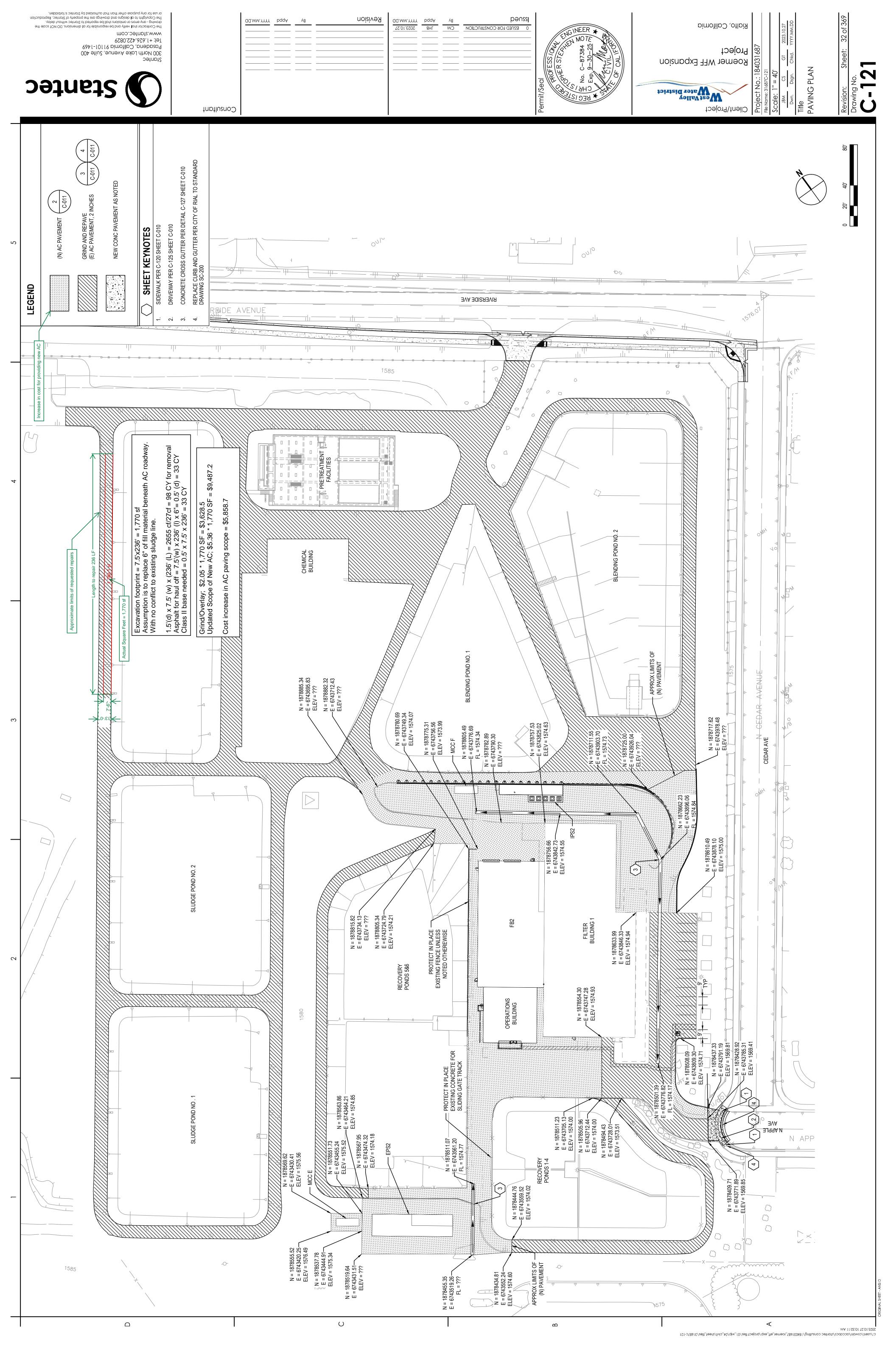
Repairs to AC Roadway along sludge pond 3

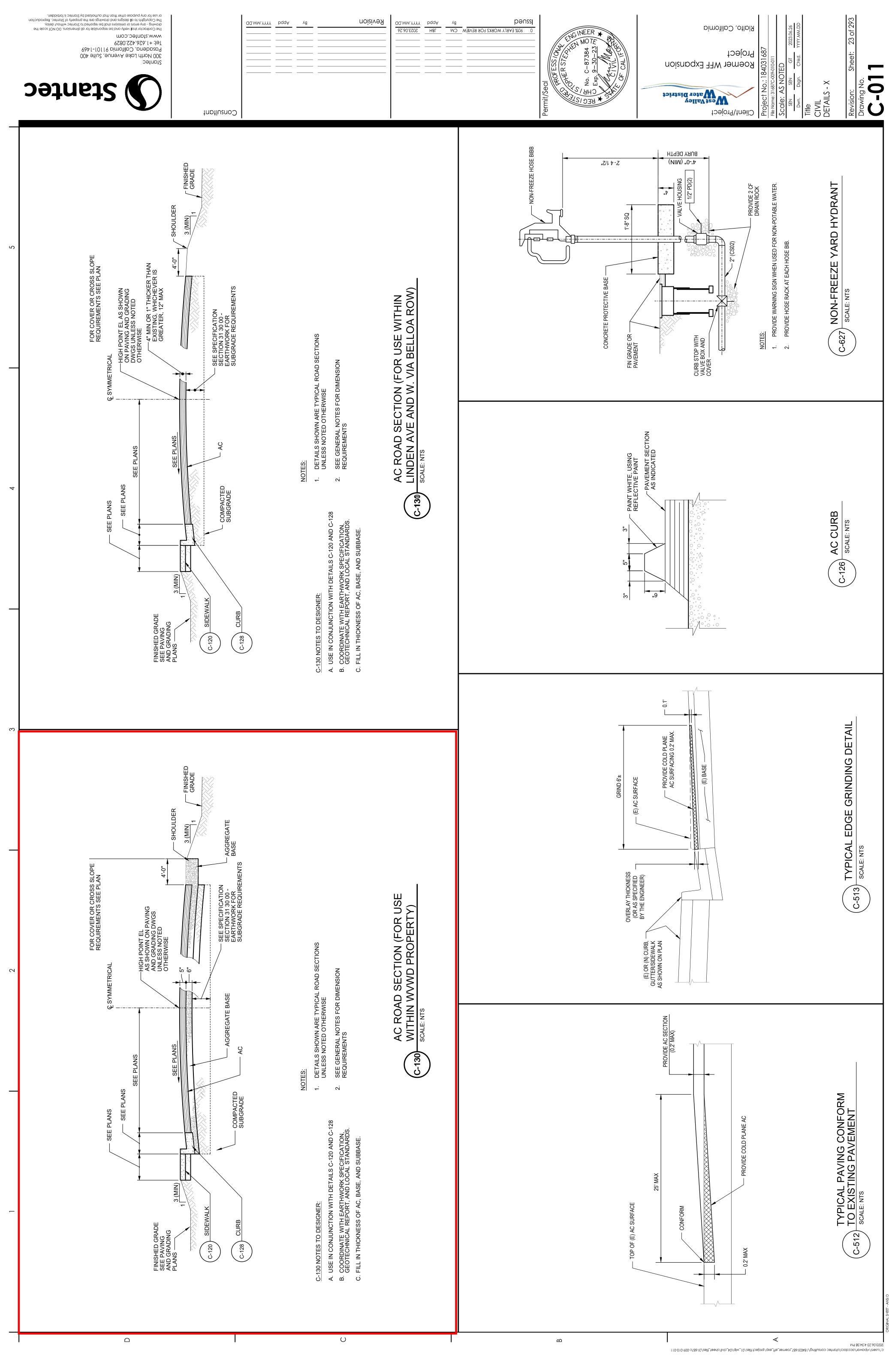
DIRECT ESTIMATE		
LABOR		\$ 4,137
EQUIPMENT		\$ 186
MATERIALS		\$ 4,078
SUBCONTRACTOR		\$ 5,859
SUBTOTAL		\$ 14,260
DIRECT MARKUP		
LABOR	25%	\$ 1,034
EQUIPMENT	20%	\$ 37
MATERIALS	15%	\$ 612
SUBCONTRACTOR	5%	\$ 293
SUBTOTAL MARKUP		\$ 1,976
SUBTOTAL WITH DIRECT MARKUP		\$ 16,236

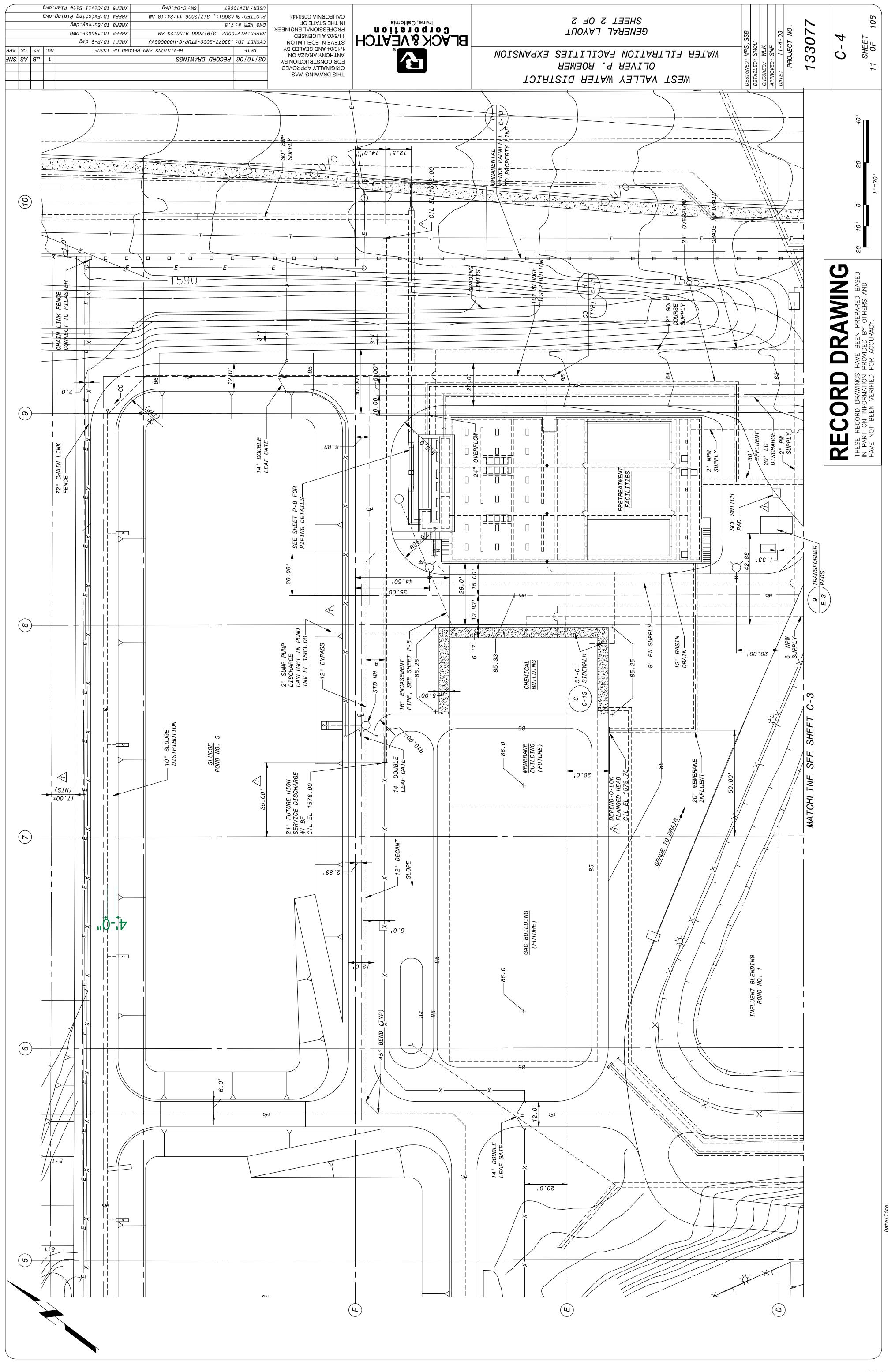
TOTAL ADDITIONAL WORK \$ 16,236

GRAND TOTAL THIS CHANGE \$ 16,236

DESCRIPTION		λLO			FOLIIP	MANHOLIBS	1-1	LABOR EXPENSE	SE	VENDOR SLIPPLIED MATERIALS	OR ATERIALS	SUBCONTRACTOR	ACTOR	TOTAL
<u>*</u>			  -  -	U.P.	TOTAL	MH/UNIT	TOTAL	U.P.		U.P.	TOTAL	U.P.	TOTAL	5
	[Laborer Group 4]	2.0	EA			4.00	8.00	\$84.14	\$673					\$ 673
	[Laborer Group 4; Foreman]	1.0	EA			4.00	4.00	\$86.58	\$346					\$ 346
	[Operator Group 8]	1.0	EA			3.00	3.00	\$109.04	\$327					\$ 327
	[Laborer Group 4]	1.0	EA			3.00	3.00	\$84.14	\$252					\$ 252
	[Operator Group 8]	1.0	EA			4.00	4.00	\$109.04	\$436					\$ 436
	[Laborer Group 4]	1.0	EA			4.00	4.00	\$84.14	\$337					\$ 337
	[Laborer Group 4; Foreman]	1.0	EA			7.00	7.00	\$86.58	909\$					909 \$
	[Operator Group 8]	1.0	EA			00.9	00.9	\$109.04	\$654					\$ 654
	[Laborer Group 4]	1.0	EA			6.00	00.9	\$84.14	\$505					
		8.0	HRS \$	23	\$ 186									\$ 186
		700	< L							940500	44			4 500
		7.0	X							\$300.00	\$1,300.00			
			SNOL							\$23.44 \$				\$ 1,078
id/overlay (\$ amα	grind/overlay (\$ amount not included in total price)	1,770.0	SF									\$ 2 \$	3,629	NA
to 1/2 new AC ro	Hardy & Harper, Inc.; Scope increase from grind/overlay to 1/2 new AC road (\$ amount not included in total price)	1,770.0	SF									\$ 2	9,487	NA
Hardy & Harper Inc. ; Cost for increase in paving scope (difference of line items 33 & 32)	items 33 & 32)	1,770.0	SF									\$	5,859	\$ 5,859
					\$ 186		<u> </u>		\$ 4,137	- 67	\$ 4,078	- 07	\$ 5,859	\$ 14,260
				-									•	
		20%			\$ 37									
		%9												
		72%							1,034					
		15%								5	\$ 612			
		%9											\$ 293	
					\$ 224				\$ 5.171		\$ 4.690		\$ 6.152	\$ 16.236
			Notes:											







BA CK Vbb	ON 3	XBELQ ID: XBELG ID: XBELG ID: XBELG ID: XBELI ID: BECOBD OF ISSU	0.59:55 AM  MA 62:9  MA 62:9	7, 3/7/2006 3:09	DATE  OGNET ID: 133  OGNET ID: 133	L	S DRAWING WAS GINALLY APPRO/ CONSTRUCTION YO4 AND SEALED YO4 A LICENSED OF STATE OF IFORNIA CO50141	PINO FORM AN1 3T'S 3T'S AN1 DA9Q T NI	EAT(	X & V	ST &C	1		IES EX	∀CIFIJ o BOE'	INEB F	70 7AAT		<del>/</del> /M	DESIGNED: GSB DETAILED: TVL CHECKED: WLK	DATE: 9-22-03 PROJECT NO.	G-3 3 OF
Units	each 2 gal 6.600	r Drive	each 2 gph 1.55 Solenoid Driven Diaphragm	F (0	each 1 gph 6.2	each 2 gph 10.4	System each 1	300	( '' +	> σ	r Driven 2	gph 0.85 Solenoid Driven Diaphragm	- 3 Horizontal Split Case gpm 2000									RECORD DRAWINGS HAVE BEEN PREPARED BASED IN PART ON INFORMATION PROVIDED BY OTHERS AND HAVE NOT BEEN VERIFIED FOR ACCURACY.
Unit Process Description	Chemical Treatment Criteria Aluminum Chemical Feed System Storage Tank Number	Pumps Number (Large) Capacity Type	Number (Small) Capacity Type	Polymer Chemical Feed System Storage Tank Number	Polymer Feeders Number (Small) Capacity	Number (Large) Capacity	Sodium Hydroxide Chemical Feed Storage Tank Number (Bulk)	Number (Day) Capacity	Pumps Number (Transfer) Capacity	lype Number (Large) Capacitv	Type Number (Small)	Capacity Type GAC INFLUENT PUMPS	Numbe Type Rat	Motor								
ts	sh 3 12,500 1/sf 0.4	sh 1 et 50 et 21			feet 4 - 2:1 elevation varies, 1578.50-1579.50		reer feet 4 - 2:1 elevation varies, <mark>1578.50-1579.50</mark>	O C		gpm/sf 10 gpm/sf 10 minutes 2		sr gpm/sf 6.0 gpm/sf 4200 minutes 10		·		percent 89 mj/cm 89 inches 12			ot 14 ot 7.75		2,300 3t 28 25	
Unit Process Description	Treatment Trains Nos. 1,2,& 3 (Continued) Inclined Plate Settlers Number of Rows Effective Settling Area Effective Loading Rate		Motor in Cover Ponds	Sludge Pond No. 1 & 2  Sludge Pond No. 1 & 2  Dimensions  Length  Width	Depth		Depth ion	Package CAC/Filter Units (each unit) Number of Units	د	Backwash Duration			Filter Media Anthracite Silica Sand		low eactor	Minimum UV Transmittance per Minimum Calculated UV Dosage mj/ Maximum Headloss Through Reactor inc		Material Dimensions	Width Feet Feetive Depth	Type Number	Yapacıly Head Motor hp	
Units	mgd 14.4 mgd 7.2 mgd 2.4	- S - Vertical Turbine	ypiii feet 34 hp 35	each 1 elevation Varies, 1564.00-1563.00 gallons 1,000,000	inches 30 mgd 14.4 fps 4.54	(0	mgd 14.4 fps 4.54 - Cement mortar lined and coated steel pipe	mgd 6.0	- Vertical Turbine gpm 2,100	J	21.6	<i>U</i> 07		each 1 each 3 mgd 7.2		d Q	30-50 Vertical Axial	TO INTIM LADI	1.5 hp 1.0	1. In		feet Varies, 19 to 20 feet 17
Unit Process Description	Plant Capacity Design Flow Average Flow Assumed Minimum Flow	Influent Pumps Number Type	Rated Head Motor	Influent Blending Pond No. 2 Number Floor Elevation Capacity	Influent Pipeline Diameter Maximum Flow Velocity	Materials Outlet Pipeline Diameter	Maximum Flow Velocity Materials	<u>Lytle Creek Pumping Station</u> Capacity, firm  Pumps	Type Capacity Rated Head	Motor Pretreatment Facilities Flow Splitting Structure	Design Capacity Weir Length (each chamber)	weir Elevation Treatment Trains Nos. 1,2,& 3		Flocculation Basins (each train) Number of Basins Stages per Basins Design Capacity	Flow Path Dimensions Length	Width Side Wall Depth Average Side Water Depth Detention Time	Flocculator G Range Flocculation Mixer Type Impeller Type	Speed Adjustment Speed Range Mixers per Stage	Mixer Size 1st Stage 2nd Stage	3rd Stage Sedimentation Basins (each train) Type	Design Capcity Dimensions Length Width	Side Wall Depth Average Side Water Depth



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



Sincerely,



Kevin Goetz Project Manager kgoetz@pcl.com

3900 Kilroy Airport Way, Ste 110

Long beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: 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

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DIR	ECT	EOI	IIVIAI	

SUBTOTAL	\$ 18,938.10
SUBCONTRACTOR	\$ 18,938.10
MATERIALS	\$ -
EQUIPMENT	\$ -
LABOR	\$ -

#### **DIRECT MARKUP**

SUBTOTAL MARKUP			\$ 946.91
BOND ON DIRECT WORK	0%	:	\$ -
SUBCONTRACTOR	5%		\$ 946.91
MATERIALS	15%	:	\$ -
EQUIPMENT	20%	:	\$ -
LABOR	25%	:	\$ -

SUBTOTAL WITH DIRECT MARKUP \$ 19,885.01

**TOTAL ADDITIONAL WORK \$ 19,885.01** 

GRAND TOTAL THIS CHANGE \$ 19,885

	=					[ ]			<u> </u>		F	Ī
	QTY UNIT	. EQUIP	JIP	S.T. & S.*	MANHOURS	LABUR EAPENSE RS AM	APENSE	SUPPLIED MATERIALS	ATERIALS	SUBCONTRACTOR		TOTAL
Labor		U.P.	TOTAL	U.P. TOTAL	MH/UNIT	TOTAL	U.P. TOTAL	U.P.	TOTAL	U.P. TC	TOTAL	
NA												
						1						
EQUIPMENT												
NA												
Vendor Materials						1						
NA												
Subcontractor						-						
W Via Bello Dr.						-						
Ferreira Construction - Contract 2-inch AC Cap 1/2 street width										3.53 \$	103,912.17	
Ferreira Construction - Contract Base Pave at Water Main Trench Zone	12,677.00 SF									\$ 4.10 \$	51,976	
Ferreira Construction - CO# 23 - 2-inch AC Cap 1/2 street width	29,436.875 SF					-				4 \$	103,912	
Previous Total for AC Repair at W Via Bello Dr.	1.000 LS									\$ 25	9,800.04	
Ferreira Construction - All American Asphalt Price to provide 3" AC Cap	58,874.00 SF									\$ 2	284,980	
Cost Difference from AC Grind & Overlay to 3" New AC	1.0 LS										25,179.58	
Credit for Difference in Actual (\$103,912.17) vs CO (\$118,057.32)	(1.0) LS									\$	(14,145)	
Additional Cost to Provide 3" AC at W Via Bello - Added Cost From Previous Agreed \$ amounts	1.0 LS									\$	\$	11,034.43
Linden Ave. Grind & Cap												
Ferreira Construction - CO#23 Grind & Overlay	4,561.0 SF									3.53 \$	16,100.33	
City of Rialto requested square footage for grind & overlay	6,800.0 SF									\$ 3.53 \$	24,004	
Additional Cost to Provide grind & overlay per the City of Rialto	1.0 LS									\$	7,904 \$	7,903.67
Materials - NA						-	-			-		
						-						
		\$	-	\$ -		-	\$		- \$	\$	18,938 \$	18,938
MARKUPS												
EQUIPMENT	70%	\$	-									
OTHER ITEMS	%9			\$								
LABOR	72%						\$					
MATERIALS	15%								- \$			
SUBCONTRACTS	2%									€	947	
SUBTOTALS WITH MARKUP		₩		\$			\$		- \$	↔	19,885 \$	19,885
	•											
	Notes:	ان:										
		Ī										

09/05/24

DATE

PCO#



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,

188

Kevin Goetz Project Manager kgoetz@pcl.com

PCL CONSTRUCTION INC.

## 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

DIDECT ES	TIM A TE				
DIRECT ES				•	0.005.00
	LABOR			\$	2,605.68
	EQUIPMENT			\$	594.26
	MATERIALS			\$	1,808.95
	SUBCONTRACTOR			\$	3,591.00
	SUBTOTAL			\$	8,599.89
DIRECT MA	ARKUP				
	LABOR	25%		\$	651.42
	EQUIPMENT	20%		\$	118.85
	MATERIALS	15%		\$	271.34
	SUBCONTRACTOR	5%		\$	179.55
	BOND ON DIRECT WORK	0%		\$	-
	SUBTOTAL MARKUP			\$	1,221.16
SUBTOTAL	WITH DIRECT MARKUP			\$	9,821.05

TOTAL ADDITIONAL WORK \$ 9,821.05

GRAND TOTAL THIS CHANGE \$ 9,821.05

					PO	# 00	0047				DATE	10/11/24		
			<u> </u>		,			LABOR EXPENSE		VENDOR	OR	H		H
Labor	- In	U.P.	TOTAL	U.P.	A S. TOTAL	MH/UNIT TO	TOTAL	U.P. AIMOL	TOTAL	SUPPLIED MATERIALS U.P. TOTAL	TOTAL	U.P. TOTAL		I OI AL
T+M Tickets dated 9/17/24,9/18/24 & 9/19/24 - Additional sawcutting and demo of unforeseen AC thickness for ductbank s 05 & 06 (150 LF)	1.0 LS	<u> </u> 				28.00	28.0	5.68	2,605.68				φ.	2,605.68
THE MENT														
T+M Tickets dated 9/17/24,9/18/24 & 9/19/24 - Additional sawcutting and demo of unforeseen AC thickness for ductbank s 05 & 06 (150 LF)	1.0 LS	\$594.26	\$ 594.26											
Vendor Materials														
Herc Rentals - 36" Walk behind saw rental to expedite thick AC demo [Invoice# 34946268-001]	1.0 LS						1		69	708.95	\$ 708.95		9	708.95
Rubalcava Trucking - Dump Fees for additional AC	2.0 EA								\$	300.00	\$ 600.00		49	00.009
Rubalcava Trucking - Truck Drivers	4.0 HR								\$		\$ 500.00		\$	500.00
Subcontractor Hardy & Harber - Additional square footage of AC demoed due to increase in AC thickness.	342.0 SF										69	10.50 \$	3,591.00	
							1							
Materials							-							
INA							•							
			\$ 594.26	<del></del>	- \$		•	\$	2,605.68	-	\$ 1,808.95	\$	3,591.00 \$	4,414.63
MARKUPS														
EQUIPMENT	20%		\$ 118.85											
OTHER ITEMS	2%				· •									
LABOR	25%							\$	651.42					
MATERIALS	15%										\$ 271.34			
SUBCONTRACTS	2%											\$	179.55	
SUBTOTALS WITH MARKUP			\$ 713.11		-			\$	3,257.10		\$ 2,080.29	\$	3,771 \$	9,821.05
	C+CIV													
	NOIGS.	<u>,</u>												
		ı												



For Item #3



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



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,

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## 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 E	STIMATE			
	LABOR		;	\$ 5,638
	EQUIPMENT		;	\$ 3,763
	MATERIALS		:	\$ 600
	SUBCONTRACTOR		:	\$ -
	SUBTOTAL		:	\$ 10,001
DIRECT M	ARKUP			
	LABOR	25%	;	\$ 1,410
	EQUIPMENT	20%	;	\$ 753
	MATERIALS	15%	;	\$ 90
	SUBCONTRACTOR	5%	:	\$ -
	BOND ON DIRECT WORK	0%	:	\$ -
	SUBTOTAL MARKUP		;	\$ 2,252
SUBTOTA	L WITH DIRECT MARKUP		;	\$ 12,253

TOTAL ADDITIONAL WORK \$ 12,253



					PCO #	0031		DATE	07/12/24		
	TINU YTO	EQUIP	_	*.⊗⊗.⊤.⊗	MANHOURS	LABOR EXPENSE	(PENSE AMOUNT	VENDOR SUPPLIED MATERIALS		SUBCONTRACTOR	TOTAL
Labor		U.P.	TOTAL		MH/UNIT	TOTAL	U.P. TOTAL	U.P. TOTAL		TOTAL	
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	00:		9	\$ 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	.68		93	\$ 1,009.68
	4.0 HR				1.00	4.0	\$	.32		<del>5)</del>	\$ 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	.48		<del>\$</del>	\$ 1,308.48
HUBMENT											
T+M Summary of Equipment IReference 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							9	\$ 1,665
_	壬	58.60								9	
United Rentals - Breaker for demo of concrete filled 36" line (LS amount is for 2-day rental)		1,395.00	_							9	1
Visit and the state of the stat											
Vendor Materials											
Southern California Environmental - Removal of demoed 36" KCP line and concrete fill (pricing includes haul off fees+sales tax)	1.0 EA							\$600 \$ 600.00	0	<del>\$</del>	\$ 600
,											
Subcontractor - NA											
Materials											
			\$ 3.763	υ 45		61.0	\$ 5638	\$ 800		·	\$ 10.001
MARKIPS						= ? :		<b>+</b>			
EQUIPMENT	20%		\$ 753								
OTHER ITEMS	2%			\$							
LABOR	25%						\$ 1,410	10			
MATERIALS	15%							06 \$			
SUBCONTRACTS	2%									· \$	
				,				4			
SUBTOTALS WITH MARKUP			\$ 4,515	υ			\$ 7,048	48 \$ 690		· ·	\$ 12,253
	Notes:										



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.

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



Sincerely,



Kevin Goetz Project Manager kgoetz@pcl.com

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

6,508
0,500
840
766
-
8,113
1,627
168
115
-
1,910
10,023

TOTAL ADDITIONAL WORK \$ 10,023



CRX32 - Ponds 5&6 Existing Slide Gate Concrete Demo

07/12/24

DATE

	-					A A BOB	AROR EXPENSE	ŀ	VENDOR	80		
DESCRIPTION	ΔΤΥ	LINO	EC	EQUIP	MANHOURS		AMOUNT		SUPPLIED MATERIALS	ATERIALS	SUBCONTRACTOR	TOTAL
			Rate	TOTAL	MH/UNIT	TOTAL	TOTAL			TOTAL	TOTAL	
LABOR												
6/18/2024 T&M Ticket	1.0	ST					€	826.69				
6/19/2024 T&M Ticket	1.0	ST					€	1,186				
6/20/2024 T&M Ticket	1.0	ST					\$	1,132				
6/21/2024 T&M Ticket	1.0						\$	847				
6/25/2024 T&M Ticket	1.0	ST					\$	916				
7/2/2024 T&M Ticket	1.0	S					\$	203				
7/3/2024 T&M Ticket	1.0						\$	868				
EQUIPMENT & Material												
Rotohammer	26.0	Ì	\$ 05.0	\$ 13								
Jackhammer	4.0	day	\$ 65.00	\$ 260								
Generator	22.0	±	\$ 92.9	\$ 127								
Dust Collection System	1.00		\$ 49.00	\$ 49								
HEPA Vacuum	1.00	Week	\$ 121.00	\$ 121								
Shop Vacuum	1.00	Week	\$ 270.00	\$ 270								
Vendor												
Sika Armatec & Sika 123 repair materials +Tax	1.0	rs								\$ 765.56		
Subcontractor												
TOTAL DIRECT COST			0,7	\$ 840			\$	6,508		\$ 766		\$ 8,113
MARKUPS												
EQUIPMENT	20%			\$ 168								
OTHER ITEMS	2%											
LABOR	72%						\$	1,627				
MATERIALS	15%									\$ 115		
SUBCONTRACTS	2%										\$	
SLIBTOTALS WITH MARKLIP				1 008			€.	8 135		880	<i>€</i>	\$ 10.023
							+				•	
		Notes:										
												_

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.

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,

KXX 1

## 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		\$ -
SUBTOTAL		\$ 2,065.49
DIRECT MARKUP		
LABOR	25%	\$ 288.90
EQUIPMENT	20%	\$ 81.16
MATERIALS	15%	\$ 76
SUBCONTRACTOR	5%	\$ -
SUBTOTAL MARKUP		\$ 445.67
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/	08/01/24		
					LABOR	LABOR EXPENSE		VENDOR				
	QTY UNIT	Ğ	EQUIP	MANHOURS	SS	AMOUNT	SUF	SUPPLIED MATERIALS		SUBCONTRACTOR		TOTAL
Labor		U.P.	TOTAL			U.P. TOTAL	U.P.	P. TOTAL		U.P. TOTAL	, AL	
(1) Laborers Group #4	6.0 HRS			82.27	493.62		493.62				89	493.62
(1) Crane Operator Group #10				110.33	661.98	€9	661.98				49	661.98
EQUIPMENT							1					
John Deere Backhoe 310G		\$ 58.60 \$									\$	234.40
Compaction Wheel	4.0 HRS	12.67	50.68								69	50.68
John Deere 50G	_	\$ 60.36									69	120.72
Vendor Materials												
18" Corrugated Metal 45 deg. Bend Fitting	1.0 LS				•		€	504.09 \$	504.09		69	504.09
					•							
											Ì	
Subcontractor												
Materials												
		S	405.80	,	1155.60	\$ 1,1	1,155.60	69	504.09	မာ	<i>چ</i>	2,065.49
MARKUPS	7000	6	04 46									
OTHER ITEMS	20%	9										
LABOR	25%					S	288.90					
MATERIALS	15%							s	75.61			
SUBCONTRACTS	%9									S		
SHRTOTALS WITH MARKLIP		G	486.96			71	1 444 50	es:	579 70	es:	<i>G</i> :	2 511 16
		•					200			•		5
	Notes:											



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,



## 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
SUBTOTAL		\$ 4,273.30
DIRECT MARKUP		
LABOR	25%	\$ -
EQUIPMENT	20%	\$ -
MATERIALS	15%	\$ 58.69
SUBCONTRACTOR	5%	\$ 194.10
BOND ON DIRECT WORK	0%	\$ -
SUBTOTAL MARKUP		\$ 252.79
SUBTOTAL WITH DIRECT MARKUP		\$ 4,526.09

TOTAL ADDITIONAL WORK \$ 4,526.09

GRAND TOTAL THIS CHANGE \$ 4,526.09

						Δ.	# 00	0020				DATE	10/09/24		
	ΔTΥ	TINO	EQUIP	- di	S.T. & S.*	*.03	MANHOURS		LABOR EXPENSE	SE AMOUNT	VENDOR SUPPLIED MATERIALS	OOR AATERIALS	SUBCON	SUBCONTRACTOR	TOTAL
Labor			U.P.	TOTAL	U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
NA															
EQUIPMENT															
NA															
Vendor Materials															
Phillips Steel - Cap for Floor Drain	1.0	EA									\$391.28	\$391.28		\$	391.28
Subcontractor								•							
Ferreira Coastal Construction - RFC#10 - Abandon 6" Drain Line	1.0	ST						•					\$ 2,465.52	\$ 2,465.52 \$	2,465.52
Parada Painting Inc.	1.0	ST											\$1,416.50	\$1,416.50	\$1,416.50
Materials								٠							
NA								-							
			\$		\$					\$		\$ 391.28		\$ 3,882.02	\$ 4,273.30
MARKUPS															
EQUIPMENT	20%		\$												
OTHER ITEMS	2%				\$										
LABOR	72%									· \$					
MATERIALS	15%											\$ 58.69			
SUBCONTRACTS	2%													\$ 194.10	
			•											0101	
SUBTOTALS WITH MARKUP			€9		9					·		\$ 449.97		\$ 4,076.12	\$ 4,526.09
		Notes:													
		ĺ													
		ĺ													



For Item #4

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.

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,

KXX 1

Kevin Goetz Project Manager 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 7/26/24 ESTIMATOR:

DES	CRI	PTI	ON:

Fire Water Tie-in at Pre-Treatment

DIRECT ESTIMATE				
LABOR				\$ 2,856.03
EQUIPME	NT			\$ 1,446.36
MATERIA	_S			\$ 2,400
SUBCON	RACTOR			\$ -
SUBTOT	AL			\$ 6,702.80
DIRECT MARKUP				
LABOR		25%		\$ 714.01
EQUIPME	NT	20%		\$ 289.27
MATERIA	_S	15%		\$ 360
SUBCONT	RACTOR	5%		\$ -
SUBTOT	AL MARKUP			\$ 1,363.34
SUBTOTAL WITH D	IRECT MARKUP			\$ 8,066.14

TOTAL ADDITIONAL WORK \$ 8,066.14

GRAND TOTAL THIS CHANGE \$ 8,066.14

Fire Water Tie-in at Pre-Treatment									O	DATE	07/26/24		
						LABORE	LABOR EXPENSE		VENDOR	OR			
	ATY L	LINO	EQUIP		MANHOURS	ક્ટ	AMOUNT	F	SUPPLIED MATERIALS	AATERIALS	SUBCONTRACTOR	RACTOR	TOTAL
Labor			U.P. TO	TOTAL MH			U.P. TOTAL		U.P.	TOTAL	U.P.	TOTAL	
(1)Laborers Group #4		HRS			83.21	832.10	\$	832.10				\$	832.10
(1)Laborers Group #4 (Wage Increased)		HRS			87.06	174.12	\$	174.12				\$	174.12
(1) Crane Operator Group #10		HRS			116.87	1168.70	↔	1,168.70				↔	1,168.70
(1) Operator Group #8		HS.			111.63	223.26	ω.	223.26				ω (	223.26
(1) Laborer Apprentice #3		HRS		1	60.01	240.04	69 6	240.04				₩ €	240.04
(1) Laborer Apprentice #3 (Wage Increase)	2.0	HRS			63.71	127.42	69	127.42				₩.	127.42
(1) Laborer Foreman		HRS			90.39	90.39	69	90.39				₩.	90.39
FOILIDMENT		1						Ì		Ì			
Inhn Darra 310 Barhkne	10.01	HR.S	58 60 \$	586 00		000	65		65		65	٠	586.00
Ford 5 Yard Dump Truck (1 Day Minimum)		Ť	69	800.00		0.00	φ.		69		69	-	800.00
Bob Cat Mini Excavator E88 R-2 Series				90.39		0.00	49		\$		49	-	960.36
Vendor Materials	_								,				
8 DI FLG RW OL GATE VLV OP NUT E397	_	Æ							69	`		₩.	2,114.84
6 DI MJ X FLG RW OL GATE VLV L/A	_	Æ							€9	984.06		8	1,056.88
DOM 8 MJXFE C 153 ADAPT L/A		Æ							€9			₩.	264.60
DOM 6 316SS FLG BLT SET		EA							8			\$	126.50
6 98206 NSF EPDM 150# 1/8 FF GSKT		EA							\$	9.88		\$	9.88
8 A193 B8M 316SS BOLT SET		EA							\$			\$	166.59
8 98206 NSF EPDM 150# 1/8 FF GSKT		EA							\$	17.81		\$	17.81
MATERIAL TAXES	1.0	S							49	116.14		₩	116.14
FEBCO LF860-DNRS-FS STRAIGHT PATTERN RPPA		rs							\$	(1,5		\$	(1,500.00)
8 MEGALUG EBAASEAL ACCY PKG F/DI	1.0	S							\$	66'66		\$	66'66
Subcontractor													
Materials													
				000		000	•	000					200
			\$ 1,4	\$ 1,446.30		2856.03	A	2,856.03	A	2,400.41	A	-	6,775.62
MARKUPS													
EQUIPMENT	20%		₩.	289.27									
OTHER ITEMS	2%												
LABOR	25%						69	714.01					
MATERIALS	15%								89	360.06			
SUBCONTRACTS	2%										မ		
O INTERACTOR WITH I ALL DIVINE			•	00			•	0 0 0 0					**
SUBIOLALS WITH MARKUP			\$ 1,/	\$ 1,735.63			æ	3,570.04	S	2,760.47	Ð	-	8,066.14
	2	Notes.											
	2												



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 Schaufele Ave, Suite 270
Long Beach, CA 90808
Telephone: (858) 657-3400 ♦ Website: www.pcl.com



- Summary of Cost associated with adding the 24-inch BFV to the PW line
  - o 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.
  - o 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
  - o Additional efforts to pipe/flange fit up, welding and welding support for the BFV installation.
  - o Additional interior grouting at the BFV's connecting flanges and added bell and spigot joint.
  - o Change in backfill and compaction methods around valve riser.
  - o 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,

1

Kevin Goetz Project Manager 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

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
SUBTOTAL		\$ 33,951
DIRECT MARKUP		
LABOR	25%	\$ 1,652
EQUIPMENT	20%	\$ 334
MATERIALS	15%	\$ 3,549
SUBCONTRACTOR	5%	\$ 101
BOND ON DIRECT WO	PRK 0%	\$ -
SUBTOTAL MARKU	IP	\$ 5,635
SUBTOTAL WITH DIRECT MA	\RKUP	\$ 39,587

TOTAL ADDITIONAL WORK \$ 39,587

GRAND TOTAL THIS CHANGE \$ 39,587

						Ğ	PCO # 00	0034			Δ	DATE	08/23/24		
		YTO	L Z	HOH	* S ~ L S		MANHOURS	LABOR EXPENSE	KPENSE AMOUNT	<u> 77</u>	VENDOR SLIPPLIED MATERIALS	OR TERIALS	SUBCONTRACTOR		TOTAI
Labor		- - - 5	<u> </u>	U.P. TOTAL	5	TAL	T NU/HM	TOTAL	U.P. TOTAL	3	U.P.	TOTAL	U.P.		! :
	[Laborer Group 4]	1.0	rs				5.00	5.00	+	420.70				49	420.70
Additional welding support for added BFV's; PW	[Laborer Foreman]	1.0	S				2.00	2.00	_	173.16				9	173.16
	[Laborer Group 4]	1.0	EA				4.00	4.00		336.56				₩ €	336.56
	Cement Mason]	0. 6	¥ <				00.4	4.00	\$7.5.50 \$	173 16				A 4	173 16
	[Laborer Foreinari]	1.0	S				4.00	4.00	\$84.14	336.56				9 69	336.56
	Operator Group 8]	1.0	S				4.00	4.00	\$109.04	436.16				₩ ₩	436.16
Backfill around PW valve riser/install added valve riser, can, cap	[Laborer Foreman]	1.0	rs				4.00	4.00	+	346.32				\$	346.32
										:				\$	
Additional welding support for added BFV's; KW	Laborer Group 4]	1.0	S				8.00	8.00	_	673.12				€ €	673.12
	Laborer Foreman	2.0	EA				4.00	8.00	_	692.64				<b>€</b>	692.64
Grouting for additional RW joints, interior/exterior	[Laborer Group 4] [Cement Mason]	2.0	¥ 4				4.00	8.00	\$73.50	588.00				A G	588.00
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Backfill around RW valve riser/install added valve riser can cap	[Laborer Group 4]	1.0	ËA				4.00	4.00	4	336,56				₩ €	336.56
	[Operator Group 8]	1.0	EA				4.00	4.00	-	436.16				₩ ₩	436.16
	[Laborer Foreman]	1.0	EA				4.00	4.00		346.32				\$	346.32
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Fergussyl - NVV Bolis, Huts, isolation hingashets for added 30" BEV connection		5. 6	3 0							9 6	+	7,146.40		9 6	7,140.40
Yo Fire - RW + PW added valve risers cans & cans		1.0	2 0							9 65	+	601.25		9 69	601.25
Sunstate Equipment - Steel Trench Box with accessories (PW)		1.0	DAY							9	80.30	80.30		9	80.30
Sunstate Equipment - Delivery & Pickup (PW)		2.0	EA							9	_	350.00		\$	350.00
White Cap - Grout for additional PW (2 bags) & RW (3 bags)		2.0	EA							9	24.63 \$	123.15		\$	123.15
Ferguson - Added valve extension at RW		1.0	EA							\$	184.29 \$	184.29		\$	184.29
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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

320 Goddard Way, Suite 200, Irvine California 92618 USA

D +1 949 585 5217 M +1 949 878 7735 E 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

www.pcl.com

TOGETHER WE BUILD SUCCESS

From: Paul Hermann < Paul. Hermann@ghd.com >

Sent: Tuesday, October 8, 2024 11:42 AM

To: Alejandro Juarez < AJuarez@pcl.com >; Kevin Goetz < 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	%
Total:	\$ 170,148.13	100.00	%
Invoiced Total:	\$ 170,148.13		

- 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



For Item #6

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

# 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

DIREC	T ESTIMATE LABOR		\$	_
	EQUIPMENT		\$	-
	MATERIALS		\$	-
	SUBCONTRACTOR		\$	28,536.07
	SUBTOTAL		\$	28,536.07
DIREC	T MARKUP LABOR	25%	\$	-
DIREC		25%	\$	_
	EQUIPMENT	20%	\$	-
	MATERIALS	15%	\$	-
	SUBCONTRACTOR	5%		
	BOND ON DIRECT WORK	0%	\$	-
	SUBTOTAL MARKUP		\$	-

**TOTAL ADDITIONAL WORK \$ 28,536.07** 

GRAND TOTAL THIS CHANGE \$28,536.07

FINAL NEGOTIATED PRICE

Columnet								PCO #	0051			_	DATE	10/11/24	
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#### STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

FROM: Socorro Pantaleon, Public Outreach & Government Affairs Manager

**SUBJECT:** H.R. 7525/S.4673– Special District Grant Accessibility Act

#### **MEETING HISTORY:**

10/28/2024 External Affairs Committee REFERRED TO BOARD.

#### **BACKGROUND:**

H.R. 7525/S. 4673 The Special District Grant Accessibility Act would require the White House Office of Management and Budget to issue guidance to federal agencies requiring special districts to be recognized as local governments for the purpose of federal financial assistance determinations.

While the Office of Management and Budget already recognizes special districts as units of local government, similar to townships or villages, special districts often struggle to compete for or access federal funding. The Special District Grant Accessibility Act works to solve this problem and ensures that special districts are on equal footing with other units of local government. H.R. 7525 requires the Office of Management and Budget to issue guidance to federal agencies, emphasizing how special districts should be recognized as a unit of local government for the purpose of being eligible for federal grants and other federal assistance.

More specifically, under the bill, a special district is defined as a political subdivision of a state, with specified boundaries and significant budgetary autonomy or control, that was created by or pursuant to state law to perform limited and specific governmental or proprietary functions that distinguish it as a significantly separate entity from the administrative governance structure of any other form of local government unit within a state. The bill requires federal agencies to implement OMB's guidance within one year of the date it is issued.

According to the National Special District Coalition (NSDC), who supports the bill, there are more than 35,000 special districts in the U.S. providing a range of infrastructure and essential community programs across the country including parks, water, sanitation, fire protection, ports, cemeteries, healthcare, electricity, pest control, and libraries

The bipartisan bill, sponsored by Representatives Pat Fallon (R-TX) and Brittany Pettersen (D-CO), is pending in the Senate. The Senate Homeland Security and Governmental Affairs Committee favorably reported the bill out of Committee on July 31, 2024. The National Special District Coalition is urging the Senate to adopt the bill without amendments and send it to the White House for the president's signature before the end of the year.

#### **DISCUSSION:**

One of the leading factors driving the need for the Special District Grant Accessibility Act is the fact that special districts were omitted in COVID-19-era legislation that provided direct federal financial assistance to local governments for coronavirus relief and response activities (namely *CARES Act* funding and *ARPA* Fiscal Recovery Fund dollars). Unlike other forms of local government, special districts were excluded from receiving direct federal aid, despite the fact that many special districts provided essential public services throughout the COVID-19 pandemic.

H.R. 7525 would direct federal agencies to recognize special districts as local governments for the purpose of ensuring that districts are eligible to receive appropriate forms of federal assistance, including funding and resources through key grant programs.

### **FISCAL IMPACT:**

None.

### **STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors to:

Join the legislative efforts in support H.R. 7525/S.4673



#### STAFF REPORT

DATE: November 14, 2024

**TO:** Board of Directors

FROM: Haydee Sainz, Human Resources & Risk Manager

SUBJECT: IE Works Contract Renewal 2024/25

#### **MEETING HISTORY:**

10/09/24 Human Resources Committee REFERRED TO BOARD

#### **BACKGROUND:**

Since 2021, the District has participated in the Jewish Vocational and Career Counseling Service ("JVS"), a non-sectarian 50l(c)(3) non-profit organization with respect to the IE Works Skilled Trades Internship Program. This program provides the opportunity for field instruction for students to integrate theory learned in the classroom and apply it in a professional setting while receiving the support of experienced staff. Since the inception of the program staff has provided the necessary training to twelve interns that successfully completed the training program. Three have been hired as Assistant Water System Operators and are gainfully employed. This is an example of the success this program which connects our skilled professionals with our communities to assist in the training of the next generation of water industry professionals.

#### **DISCUSSION:**

The program's purpose is to prepare individuals for careers in the Water Technology Industry. The internship program provides students to apply the classroom knowledge and gain hands on experience over a 12-week work program. Practical knowledge is gained through coursework completed at San Bernardino Vocational College and it is put into immediate use during the internship program. Interns will rotate through various departments to gain a better understanding of each of the responsibilities necessary to operate and maintain them. The program rotates them through the Water Maintenance, Meters, Water Treatment, Production and Water Quality Divisions.

Interns are expected to meet and follow West Valley Water District's rules and policies. Supervision is provided throughout the internship program. Supervisors evaluate the student's progress throughout the twelve (12) week program and certificates of completion are presented to interns once they complete the program.

JVS, provided the IE Works 2024/25 Skilled Trades Internship Program agreement, which is attached as Exhibit "A".

#### **FISCAL IMPACT:**

Funds for the program are budgeted for FY 2024/25 in the amount not to exceed \$50,000 to cover the cost of the program, which is two thirds (2/3) of the hourly rate plus the membership cost.

#### STAFF RECOMMENDATION:

Staff recommends that the Board of Directors approve and adopt the IE Works 2024/25 Skilled Trades and Internship Program Agreement and authorize the General Manager to execute the agreement.

### **Attachments**

JVS WVWD Internship MOU 2024-2511.2024.pdf

### Memorandum of Understanding Between West Valley Water District and Jewish Vocational and Career Counseling Service

The purpose of this Memorandum of Understanding ("MOU") is to describe the responsibilities of West Valley Water District, a California special district ("Employer"), and Jewish Vocational and Career Counseling Service ("JVS"), a non-sectarian 50l(c)(3) non-profit organization with respect to the IEWorks 2024-25 Skilled Trades Internship Program ("Program").

**JVS and Employer** agree to participate in the IEWorks 2024-25 Skilled Internship Program, the purpose of which is to offer students ("Interns") from community college trades programs a paid Internship with IEWorks signatory agencies. This program is designed to provide opportunities to enhance their classroom learning by obtaining practical real-world work experience at a water agency.

### I. Employer agrees to do the following:

- A) Provide a primary point of contact for the Program as outlined above.
- B) Interview internship candidates or otherwise provide input to JVS on the selection of applicants before being assigned to the agency
- C) Provide worksites and supervision for hands-on, paid internship experience for up to six (6) Intern(s) at locations it deems appropriate.
- D) **Employer** will be responsible for signing off on timesheets from the third-party employer of record, Signature Staffing Resources. Signature Staffing Resources will pay the interns at the agreed upon rate, cover worker's comp, and handle all of the necessary taxes and employer reporting.
- E) **Employer** will reimburse JVS **66.67%** of wages paid to the Intern(s) at \$21.61/hr. for a maximum of 30 hours/week so long as they remain employed. See Attachment A for details. This MOU shall not constitute a guarantee of employment for Interns through the End Date identified in Attachment A.
- F) Provide staff member(s) to serve as a supervisor for each Intern for the duration of the Program. An on-site supervisor(s) will be designated by **Employer** and will serve as a liaison between JVS and **Employer**.
- G) Promptly contact JVS if there are performance concerns about an Intern that jeopardizes the Internship placement or other serious concerns.
- H) Train, control, manage, and supervise each Intern during the duration of the Program
- I) Take all reasonable measures to ensure a safe worksite for the Intern(s) during the internship
- J) At the completion of each internship, submit an IEWorks Intern Evaluation Form, supplied by JVS.
- K) Participate in coordination, planning, and review meetings.
- L) Provide an estimate of In-Kind costs for supporting an intern in terms of planning, training, and supervision of an intern for 12 weeks.
- M) Promptly provide JVS with information about the status of each Intern at the conclusion of the scheduled internship, including an employment 'verification form' if any Intern is retained for regular employment.

#### II. JVS agrees to do the following:

- A) Provide third party employer of record services though Signature Staffing Resources to cover all wages and administrative costs.
- B) Invoice the Employer for **66.67%** of all wages paid to the employee during the internship period.
- C) Provide a primary point of contact to coordinate all aspects of the Program described above including outreach, matching Interns with agencies, provide follow up services, and Program evaluation.
- D) Recruit, screen and refer to the employer for interviews Intern candidates who meet that criterion that **Employer** and JVS establishes.

# III. All parties agree to the following:

- A) Participate in a joint meeting to discuss lessons learned after the Intern completes the internship at **Employer**.
- B) Defend, indemnify and hold the other party, its directors, officers, employees, volunteers and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the indemnifying party's performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party its directors, officers, employees, volunteers and agents.

#### IV. Miscellaneous

- A) This MOU may be terminated by either party with 30 days' notice in writing of the intent to terminate. This agreement shall begin on November 14, 2024 and shall continue through June 30, 2025.
- B) The maximum amount of wages subsidized by JVS shall not exceed \$20,000.

We, the undersigned, agree to fulfill our responsibilities as detailed in this MOU.

West Valley Water District	<u>JVS</u>
Signed:	Signed:
Print Title: John Thiel	Print Name: Kathryn Beeley
Title: General Manager	Title: Chief Operating Officer
Date:	Date:

# **Attachment A**

# 2024-25 Skilled Trades Internship Program

# **Internship Assignment Description**

Best Contact Info:

Intern 1 Name: TBD

Agency Name: West Valley Water District	
Agency Point of Contact:	Best Contact Info:
Supervisor:	Best Contact Info:
IVS Point of Contact: Scott Goodell	sgoodell@jvs.org, (415) 802-5576
Brief description of Internship assignment (ex. duties):  The internship program is designed to provide hands on, on-the-job training to facilitate the learning process and to further assists individuals with entering into the public water utility profession. Interns will take part in key learning objectives within operational departments including: Distribution, Meters, Production, Treatment, and Quality. Under close supervision by the Department Supervisor and/or designated employee, Interns will complete a variety of tasks throughout the District to gain knowledge, skills, and abilities in the proper operation and maintenance of a water facility.	
Primary location of Internship assignment: Rialto	
Other locations of Internship assignment (if needed):	
Term of Internship: 12 weeks	
Internship Start Date:	
Internship End Date:	

Internship Schedule:

Hours per week (max 30 hrs.):

Wage: \$21.61/hr.

Employer of Record: Signature Staffing

Additional information:

#### Attachment A

### 2024-25 Skilled Trades Internship Program

# **Internship Assignment Description**

Intern 2 Name: TBD

Agency Name: West Valley Water District

Best Contact Info:

Agency Point of Contact:

Best Contact Info:

Supervisor: Same as above

JVS Point of Contact: Scott Goodell

Brief description of Internship assignment (ex. duties):

The internship program is designed to provide hands on, on-the-job training to facilitate the learning process and to further assists individuals with entering into the public water utility profession. Interns will take part in key learning objectives within operational departments including: Distribution, Meters, Production, Treatment, and Quality. Under close supervision by the Department Supervisor and/or designated employee, Interns will complete a variety of tasks throughout the District to gain knowledge, skills, and abilities in the proper operation and maintenance of a water facility.

Other locations of Internship assignment (if needed)

Primary location of Internship assignment: Rialto
Term of Internship: 12 weeks
Internship Start Date:
Internship End Date:
Internship Schedule:
Hours per week (max 30 hrs.):
Wage: \$21.61/hr.
Employer of Record: Signature Staffing
Additional information:

### **Attachment A**

# 2024-25 Skilled Trades Internship Program

# **Internship Assignment Description**

Intern 3 Name: TBD

Agency Name: West Valley Water District

Agency Point of Contact: Best Contact Info:

Supervisor: Same as above

JVS Point of Contact: Scott Goodell

Best Contact Info:

Brief description of Internship assignment (ex. duties):

The internship program is designed to provide hands on, on-the-job training to facilitate the learning process and to further assists individuals with entering into the public water utility profession. Interns will take part in key learning objectives within operational departments including: Distribution, Meters, Production, Treatment, and Quality. Under close supervision by the Department Supervisor and/or designated employee, Interns will complete a variety of tasks throughout the District to gain knowledge, skills, and abilities in the proper operation and maintenance of a water facility.

Primary location of Internship assignment: Rialto
Term of Internship: 12 weeks
Primary location of Internship assignment: Rialto
Internship Start Date:
Internship End Date:
Internship Schedule:
Hours per week (max 30 hrs.):
Wage: \$21.61/hr.
Employer of Record: Signature Staffing
Additional information:



#### STAFF REPORT

**DATE**: November 14, 2024

**TO:** Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Professional Services Agreement with Stantec Consulting Services, Inc. for Master Planning Services

for the Water Master Plan Update

#### **MEETING HISTORY:**

10.24.2024 Engineering, Operations and Planning Committee REFERRED TO BOARD

#### **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.

This item is in support of the District's Strategic Plan Goal for sound planning, innovation, and best practices and strategy to identify long-term water supply, infrastructure and facility needs.

# **FISCAL IMPACT:**

The cost to perform the 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 Board of Directors:

- 1. Approve a 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.

#### **Attachments**

Exhibit A - PSA - 2024.pdf Task Order No. 1.pdf

# **EXHIBIT A**



# West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES
With

STANTEC CONSULTING SERVICES INC.

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#### AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FO	OR 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	t 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. <u>Term of Agreement</u>.

- (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 nonperforming 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. <u>Project Documents</u>.

- 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 subconsultants, 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 seg. and 1770 et seg., 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).
- 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

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:
STANTECT CONSULTING SERVICES INC.
Ву
Name
Its
By
Name
ite

# EXHIBIT A TASK ORDER



# 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
Ву
Name
lts

EXHIBIT "1"

TO

TASK ORDER NO. 1

**SCOPE OF SERVICES** 



EXHIBIT "2"

TO

TASK ORDER NO. 1

**COMPENSATION** 



EXHIBIT "3"

ТО

TASK ORDER NO. \_\_1\_\_

SCHEDULE



#### **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:

Type of Insurance	<u>Limits</u>	(combined single)

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 <u>District</u>, its officials, officers, <u>employees</u>, agents and volunteers are "additional insureds" under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.
- G. **Deductibles and Self-Insured Retention**. Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages,

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

N. **Effect of Coverage**. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.

#### TASK ORDER NO. 1

# Professional Service Agreement with Stantec Consulting Services Inc., for Master Planning Services for the Water Master Plan Update

This Task Order ("Task Order") is executed this day of West Valley Water District, a public agency of the Sta Stantec Consulting Services, Inc., ("Consultant").						
RECITALS						

- A. On or about \_\_\_\_\_\_\_, 2024 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services 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
This Danis was Danid Constant
Elvia Dominguez, Board Secretary
CONSULTANT:
STANTEC CONSULTING SERVICES INC.
_
By
ByName
NameIts
Name
NameIts

#### EXHIBIT "1"

TO

#### **TASK ORDER NO. 1**

#### SCOPE OF SERVICES

Professional Services with Stantec Consulting Services, Inc., for Master Planning Services for the Water Master Plan Update per the attached proposal dated September 12, 2024.

# **West Valley Water District**

# Request for Proposals for a Water Master Plan Update



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Appendix A - Resumes

September 12, 2024

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

Reference: Proposal for a Water Master Plan Update

Greetings Selection Committee,

In response to West Valley Water District's (District) Request for Proposal for a Water Master Plan Update, Stantec Consulting Services Inc. (Stantec) is pleased to provide you with our proposal. We understand that you are looking for an experienced consultant to prepare a comprehensive update to your 2020 Water Master Plan (WMP) and hydraulic water model. This WMP Update will provide a comprehensive plan that incorporates recommended policies and best practices with capital improvements and costs for the orderly provisions of the water service within the District. Therefore, you will need an experienced, knowledgeable, and professional team that can successfully support the modeling and planning scope of services required. Stantec is that team.

Locally led with regional support: Stantec is well represented locally, and we bring the depth of experience that comes with more than 450 water resource specialists in California for more than 70 years. We pride ourselves in our ability to provide the resources of an international company to any local project. This ability is the result of strong project management and a commitment to provide the right people, with the right experience, on the right project, regardless of location.

Customized team with relevant experience specific for this Project: We selected our team members based on their expertise and availability to successfully meet the objectives for your Project. Our team is led by Jeff Dunn, PE and supported by Roxana Carrillo as our Planning Lead who are intimately familiar with executing the scope of services proposed and together with many of our proposed team members herein have worked on 10 water and infrastructure master planning studies in the last 5 years for clients such as Cucamonga Valley Water District, Irvine Ranch Water District, and Cities of Fullerton, Manhattan Beach, Orange, and Anaheim. Our team has the background and experience required for a successful completion to this Project.

Hydraulic Modeling and Workshops: We are very familiar with Innovyze's Infowater Pro modeling software and other tools necessary. Our experience described herewith includes experience using this software and updating previous models for current and accurate simulations of system operations. This familiarity not only provides us the advantage to efficiently work through tasks, but also an understanding of when clarifications and staff input may be applicable. For example, workshops with operations staff to update model settings and controls and review together the model's responses and results are valuable for a trusted planning tool. We are also proficient in using add-on tools such as the Pressure Zone Manager, Calibrator and Demand Allocator tools.

Proven Capital Improvement Plan priority strategy and approach: Based on our recent experience in developing and continually enhancing upon our approach to a strategic and prioritized capital improvement program, we offer an efficient and thorough approach to prioritizing capital improvements. Tailored criteria collaboratively established specific for the District can be established such as severity of deficiency, development or demand triggers, supply opportunities, or financial constraints will enable the improvement plan to be feasible for implementation.

Value-Added Services: Because of our vast experience and resources available, we can provide additional value-added services that may benefit the District's overall objectives for this Project. Services such as asset management with a thorough risk-based analysis prioritization framework and condition assessment of vertical assets may be discussed and negotiated as the project progresses.

Committed Capabilities: Your Water Master Plan Update and updates to the hydraulic model are our priority. We are led by a local manager and planning lead, available, and have the capacity and talent to deliver the services needed. We are committed to your success and to develop a strong foundation for a long-lasting partnership.

We have reviewed the District's Agreement for Professional Services, including insurance and indemnity requirements, and should we be selected for this work we can accept these terms. The undersigned below understand the services to be provided and has binding authority on behalf of Stantec Consulting Services Inc.

Regards,

STANTEC CONSULTING SERVICES INC.

Jeff Dunn PE Project Manager Phone: 9495213110 jeff.dunn@stantec.com

### 2.0 Firm Background

Stantec is a leading provider of water resources planning and engineering services throughout the world, and we consistently rank in the Top 5 Design Firms for Water/Wastewater and currently are No. 2 in Water by Engineering News Record (2024). In partnership with our clients, we provide best-in-class solutions by leveraging strong local teams with a solid understanding of issues along with global expertise. We have planned, designed, built, and managed many of the largest and most technologically advanced projects in the world.

Our local water resources professionals provide a wide variety of services throughout California, including integrated water resources master planning, recycled water and sewer collection system analyses and master planning, water and wastewater treatment, civil design, watershed management, operations and yield modeling, condition assessments, integrated ground and surface water modeling, hydrology and hydrogeology, aquifer recharge, storage and recovery, conjunctive use of surface water and groundwater, and database management.

Our planning approaches and analyses, including innovative alternative solutions, have been a key factor in our successful planning studies. One of our strengths is the added value that our in-house resources bring to each planning project. This enables us to offer value-added services such as survey/geomatics, GIS expertise, funding and financial planning analyses, asset management, and condition assessment.

#### **Stantec Resources**

#### Offices

7 in southern California 26 total in California 400+ companywide

Water Resource Team Members 91+ local

229+ in California



A. Our Legal Name & Address

Corporate Office

Stantec Consulting Services Inc. 10160 112 Street Edmonton, Alberta T5K 2L6 Canada

Stantec Inc. is a Corporation and publicly traded entities listed on the New York Stock Exchange (Symbol: STN) and the Toronto Stock Exchange (Symbol: STN). Stantec's corporate office is located in Edmonton, Alberta, Canada.

- B. Legal Form of Company A New York Corporation
- C. Parent Company
  The parent company of Stantec
  Consulting Services Inc. is Stantec
  Inc.
- D. Representative Contact
   Jeff Dunn PE | Project Manager
   38 Technology Drive
   Irvine, CA 92618
   (949) 521-3110
   Jeff.dunn@stantec.com
- E. California Business License 3259819

Stantec staff offers a thorough understanding of the requirements, procedures, and protocols required by the request for proposals for the Water Master Plan Update. We have worked closely with regional and neighboring agencies over the past decade on several planning projects and design projects including water and recycled water planning studies and treatment systems designs. Recently our local staff have worked together on an Integrated Master Plan with Cucamonga Valley Water District and Water Master Plan for the City of Fullerton to name just two. Our Project Manager has also worked over the past decade with City of Ontario and Inland Empire Utilities Agency on many of their planning an modeling projects.

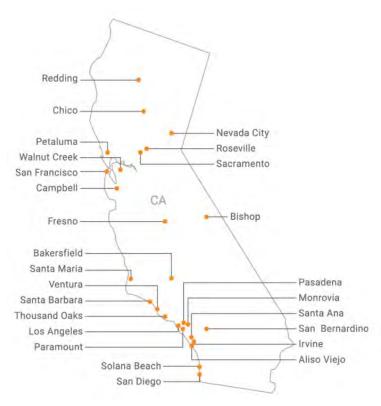
#### 2.1 Staffing

Our proposed local team brings decades of experience in working together as a team on various planning studies and water master plans specifically. Our team has worked together on updating water master plans throughout southern California for our clients including City of Anaheim, City of Orange, City of Manhattan Beach, City of Fullerton, Cucamonga Valley Water District, and subarea master plans for Irvine Ranch Water District.

As described in detail in our Project Team Summary, Section 7.0, our team is led and managed by local experts in water master planning and supported with specialists throughout the State of California as needed.

Our proposed Project Manager, Jeff Dunn, PE is a Principal Engineer with over 30 years of experience and leads Stantec's California Planning and Modeling Group. Jeff is locally based in the Irvine office. Our Quality Assurance/Quality Control and Technical Advisor, Tama Snow, PE is based in our San Diego office. Tama Snow is a Vice President overseeing our water team in California and has over 33 years of experience in water resources planning and design.

#### Stantec Presence in California



# 3.0 Statement of Understanding and Approach

The West Valley Water District (District) is pursuing an update on its 2020 Water Master Plan (WMP), which will provide the District with a comprehensive Capital Improvement Program (CIP), including a realistic implementation plan, and a long-term road map for successful management of the District's water resources.

#### **Increase Sustainable and Local Water Supply**

The District meets its water demands with a combination of local surface water, groundwater, and imported water supplied from the State Water Project (SWP) through the San Bernardino Valley Municipal Water District. The District receives imported water through the Lytle Turnout, which is treated at the District's Oliver P. Roemer Water Filtration Facility. According to the 2020 Upper Santa Ana River Watershed Integrated Regional Urban Water Management Plan, the District anticipates a population growth of 55% by 2045, resulting in a 48% increase in water demands.

Since the previous 2020 WMP update, there have been 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.

#### **Develop Reliable and Resilient Infrastructure**

The District currently serves 100,000 customers through it's water delivery system that consists of 25 reservoirs with a storage capacity of 72.76 million gallons (MG), 15 booster pumping stations, 19 active groundwater wells, a fluidized bed reactor treatment plant for groundwater, the Oliver P. Roemer Water Filtration Facility, over 415 miles of water mains, and over 25.000 service connections spread across 8 pressure zones which are divided into a northern and southern system with the area in between



served by the City of Rialto. A water system of this complexity requires an experienced team to conduct the Water Master Plan Update so the District can be confident in the capital improvements that will be necessary over the next 5 years.

#### 3.1 Technical Approach

We understand the District's primary objectives in the WMP Update is identifying needed water system improvements that incorporates current water conservation efforts and projected water quality regulatory programs, and have a comprehensive understanding of the estimated costs to implement the Capital Improvements that will be necessary to support the projected growth. Stantec will produce a contemporary water master plan that recommends policies and best practices, capital improvements and other measures for the proper management of the water service within the District. Orderly provisions for proper management of the water system will focus on optimum reliability and resiliency, while meeting regulatory requirements. To meet these objectives, we have tailored our approach to provide the District with the following:

- Water Supply and Demand Analysis to support the District with the goal of reliable, local, and sustainable supplies to meet the anticipated demands.
- A fully calibrated hydraulic model, that provides a reliable planning tool to evaluate the useful life of the District's water distribution system due to aging as well as performing analyses for water supply, fire flow

storage capacity, and pump station capacity.

Comprehensive CIP that will include an implementation strategy that prioritizes projects taking into consideration improvements driven by capacity deficiencies and level of risk based on the condition of existing facilities. Each capital improvement identified and recommended will include a project description, cost, initiation triggers, and anticipated construction timeline.

 Regulatory Analyses evaluating current, new, or anticipated regulations including water conservation, drought planning, and water quality (arsenic, chromium-6, PFAS, etc.) in addition to seismic freeboard evaluation based on sloshing wave height requirements in accordance with AWWA.

#### **Reliable Planning Tool**

The District has several ongoing capital improvement projects including reservoir rehabilitation, groundwater treatment plant expansion, Oliver P. Roemer Water Filtration Facility expansion, pump station construction, and others. As the District progresses through implementation of its CIP, it will be important to have a hydraulic model that will allow for the flexibility to plan for the rapid growth that will impact the water distribution system. Our experience has demonstrated that an appropriately setup hydraulic model with organized scenarios and datasets establishes the foundation for these types of updates. Answering the needs of future developments by simple updates to the model and its scenarios is critical for using the model as a planning tool moving forward.

#### **Model Accuracy**

For improved accuracy, the hydraulic model will incorporate the following:

- Detailed review of as-builts and recent operational data will be used to update the hydraulic model (using InfoWater Pro) to reflect the current physical and operational conditions provided by the District.
- Working with District operations staff, Stantec will use SCADA data and fire flow field data to calibrate and verify the new hydraulic model.

For proper system evaluation of supply reliability, system optimization, and for any future water age analyses to be conducted, an accurate hydraulic model calibration will be required that represents the water systems field conditions. Stantec will work to achieve a model calibration accurate to within 10% between the model and field measured results. Our approach will be to calibrate the model for both pressure and flow conditions. A pressure-based calibration will be conducted using steady-state simulations to validate the model against field data from various hydrant flow tests throughout the system that stresses it enough to provide adequate hydraulic results for the model. A workshop will be held with the District operations staff to determine the best fire flow

test locations. Following the workshop, Stantec will prepare a flow testing plan.

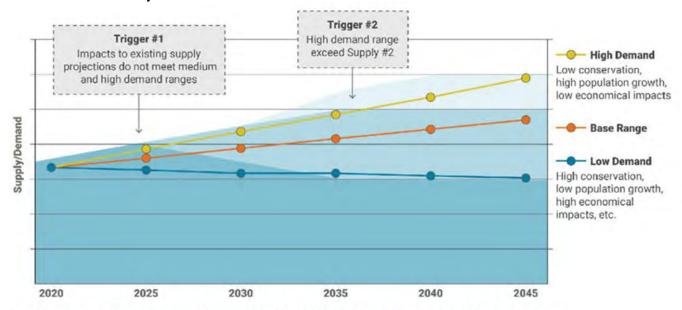
Our subconsultant, SoCal Flow Testing, will perform hydrant flow tests and Stantec will provide field coordination. Ideally, to fully stress the system, testing and calibration is performed during the summer peak demand months. However, the proposed schedule for this project will require this activity to occur in late winter or early spring. Rather than pushing the entire schedule out six months, we propose to increase the flow from the hydrants to be tested by opening two or more hydrants at a time as opposed to a single hydrant. We also can request any historical hydrant flow or testing information that may have been done during the peak demand months to use for validating the model against maximum day demands (MDD). We will also use historical SCADA as available. Workshops will be held with operations staff to verify extended period simulation (EPS), maximum day operation, and system performance conditions.

For each of the flow test locations, it is recommended to stress the system by strategically located tests. opening two fire hydrants as needed, or adjusting pumping and supply operations to the zone. Stantec will need to communicate with operations staff to coordinate testing locations and for any recommendations for operational adjustments for the tests. Flow calibration will be performed using SCADA information with an EPS MDD conditions model calibration scenario. A system operating controls workshop will be conducted prior to EPS model calibration. We will meet with operations staff to review/obtain facility control data including pressure regulating valve set points, pump station start/stop set points, flow control valve settings, tank level controls, and other operations pertaining to EPS calibration.

#### **Dependable Water Demand and Supply Analysis**

Stantec recognizes water demand trends change over time based on a variety of factors including population, current demand management measures implemented, high efficiency fixtures, economic, and climate changes. As water suppliers project future water demands, factors applied to water demands need to be adaptable to the ever-changing environment. Recent studies have evaluated demand projections of urban water suppliers and determined water suppliers have been overestimating demands. Overestimation has been due to a variety of factors including inaccurate population projections and recent successful water conservation efforts. As shown on the Urban Water Demand Projections figure, demands in the lower range consider high

#### **Urban Water Demand Projections**



1 An Assessment of Urban Water Demand Forecasts in California; Abraham, Sonali; Diringer, Sarah; and Cooley, Heather; https://pacinst.org/wp-content/uploads/2020/08/Pacific-Institute-Assessment- Urban-Water-Demand-Forecasts-in-CA-Aug-2020.pdf;August 2020.

conservation efforts and low population growth. Demands in the high range assume low conservation efforts and high population growth. This range in demands will paint a better picture of future water needs for the District and allow for trigger-based supply planning.

For your master plan to be a useful planning tool, accurate estimation of demand projections plays an important role. Projecting for future conditions will require additional considerations such as using appropriate forecasting methods, water conservation, and changing water consumption patterns. In our approach, we will develop factors and demand projections that are consistent with the District's current Urban Water Management Plan, as well as using population, land use factors, and a linear regression analysis based on historical data to develop accurate factors.

#### **Capital Improvement Strategy**

Capital improvements are significantly important in meeting the District's overall goals, particularly knowing when the improvements and funding are needed. We will synthesize findings from the existing and future potable water system analyses and hydraulic modeling into a detailed, prioritized, and phased CIP. The CIP will identify projects and facility needs, including an opinion of probable construction costs that accounts for design, construction, and

construction management for each recommended project. The opinion of probably construction costs will be a level V cost estimate accurate to within – 20% to +50% which is typical for planning level construction cost estimates.

The project costs will be provided in five-year increments for each capital improvement, and sub categorized by infrastructure type (pipe, pump, etc.). This information will be clearly presented in narrative, tabular, and graphic form in the final master plan and categorized by planning horizon, improvement type, and cost.

In addition to a prioritized CIP, we will use data provided by the District and estimate the CIP incremental rehabilitation and replacement costs. This is accomplished by estimating the cost to replace the system in kind from supplied information, and then fractionalizing the cost to a yearly total based on factors such as useful life, pipe material, and pipe break history. This is incredibly useful in planning for the full cost of capital improvements and system maintenance and Stantec has been performing similar analyses for other Southern California clients.

If the District is interested in a CIP prioritization strategy, a Risk Based Project Prioritization Framework is offered as an optional additional service.

#### **Regulatory Experience**

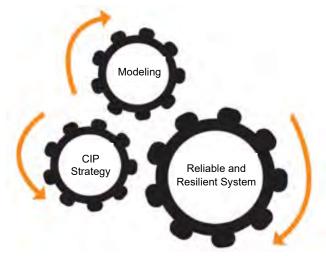
Our team is up to date with drinking water regulations and water quality parameters that affect public water systems. We understand that the USEPA and California State Water Resources Control Board (State Water Board) is continuously updating regulations such as Hexavalent Chromium, Microplastics, Lead and Copper Rule (LCR), PFAS, and emerging contaminants.

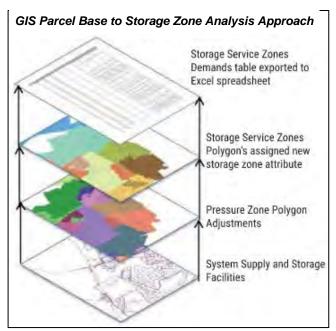
Our approach will include identifying and discussing new drinking water regulations impacting the District's water distribution system since the previous WMP update in 2020. We will also verify the District is in compliance with these regulations and provide a summary of the groundwater quality, treated water quality, and water quality in the District's distribution system.

In addition, the changing climate requires Californians to adopt permanent changes to make water conservation a way of life, using water more wisely to prepare for more frequent periods of limited water supply. The State Water Resources Control Board has established water conservation regulations based on Senate Bill 1157 that mandates reducing the per capita indoor residential water use to 47 gpcd by 2025 and 42 gpcd by 2030. Stantec can provide an overview of existing drought and conservation regulations to ensure the regulations are being met by the District.

#### **Storage Evaluations**

Our storage evaluations will include a sloshing wave height and seismic analysis to determine the recommended freeboard for each reservoir and will be compared against the freeboard provided. Any available condition assessment reports would also be of value if the District has these available. If previous condition assessments have not been conducted.





Stantec can perform a condition assessment as an optional additional service.

For thorough evaluation of storage capacity and impacts to any freeboard adjustments, we will conduct a storage analysis for each reservoir and storage service zone. We will develop the storage requirements by creating Storage Zones from GIS parcel demands, diurnal demand patterns and pumping supply analyses, and take into consideration time of use pumping. Additionally, we will verify through the hydraulic model zones with more than one tank, and if multiple tanks can supply the entire storage zone.

Using the GIS parcel base, we will create storage zones from overlaying the water system and tank facilities with the pressure zone polygons. These parcels, which will contain water demand information based on the parcel land use and duty factors, will then be exported to a spreadsheet for storage calculations.

#### **Successful Project Management Methods**

Our systematic approach to managing projects is the Project Management Framework (Framework) — aligned with the Project Management Institute's Project Management Body of Knowledge and used continuously throughout Stantec's projects successfully.

It provides a structure that incorporates work efforts, schedule, financial controls, quality assurance/control (QA/QC), and ultimate project delivery.

Project manager Jeff Dunn will perform project management activities using the Framework. Jeff has

expertise in managing and developing water master plans for local cities and public agencies, including recent Water Master Plan Updates for the City of Fullerton, City of Orange, City of Anaheim, and the Cucamonga Valley Water District.

#### **Workshops with Operational Staff**

We propose conducting workshops at key stages of the project as described in our scope herein where we feel it would be important to:

- Present findings and/or exchange ideas for key decision making during the project.
- Obtain important feedback to more effectively complete the calibrations, analyses and recommendations.
- Discuss with Engineering and Operations staff regarding the water system controls, settings, and other constraints that are needed for accurate modeling.

These workshops will bring your staff and our team together for the sharing of our ideas and analyses to provide opportunity for improved input and direction.

# Efficient Quality Assurance/Control (QA/QC) Program

The high quality of our team's work depends on the competence and capabilities of individual staff members and blending of their talents to meet specific project requirements. Stantec has proposed a talented team to deliver your planning documents and values the necessity for a sound technical approach to delivering final work products. There are three components to our team's quality management, Quality Planning, Quality Assurance, and Quality Control.

We have made a significant investment in our overall quality management process to ensure we are providing high quality deliverables to our clients.

Adherence to Stantec's quality management procedures is an integral and inseparable part of our basic project management activities. Our practice places great emphasis on prevention (QA), while maintaining checks and balances for inspection (QC).

## 4.0 Scope of Work

The proposed scope of work for the WMP Update and hydraulic model update identifies improvements to the District's water treatment and distribution system to support future growth while ensuring the District provides adequate services to their customers.

## 4.1 Comprehensive Plan

The comprehensive WMP Update will include a table of contents, list of tables, list of figures, glossary of terms, appendices, and chapters for each of the following items based on the District's RFP:

#### 4.1.1 Executive Summary

Stantec will provide an executive level summary of the WMP providing an overview of the report and briefly describing each highlight.

#### 4.1.2 Introduction

In the Introduction, we will include a brief background of the District's potable water distribution system, outline of objectives, summary of relevant reports, and the need for the WMP update.

#### 4.1.3 Planning Area Characteristics

Stantec will provide a discussion of the District's service area, land use, and population based on the review of various City and County General Plans as well as the District's Urban Water Management Plan. The service area will include a description of the north and south service areas, as well as any sub-areas identified in the General Plans. Land use will be defined by classification and summarized based on existing and future acreage outlined in the General Plans. Historical and future population will be discussed based on data provided by the District and publicly available information. The service area, land use, and population will be evaluated based on existing conditions as well as 5-year and buildout projections. The buildout year will be based on the City and County General Plans and will be finalized with the District.

A workshop may be needed to coordinate with the City and County planning or public works department to discuss the General Plans.

# 4.1.4 System Performance and Design Criteria

Planning and evaluation criteria provide a means by which the hydraulic performance and reliability of an existing system can be evaluated, and for planning of facilities to meet future system conditions and demands. Criteria will be recommended based on established criteria by the District as well as American Water Works Association (AWWA) guidelines for potable water system planning.

Stantec will describe the design criteria required for:

- Supply criteria (based on historical water use trends)
- Water distribution system criteria (such as pipeline diameter, velocities, pressures, etc.)
- Storage criteria (including emergency, operational, and fire flow emergency storage)
- Fire flow criteria (based on land use)

Unit factors and peaking factors will be established in the Water Demands and Supply Characteristics section.

# 4.1.5 Existing Domestic Water Facilities

Based on our review of the background data and discussions with staff, Stantec will include a chapter in the WMP providing a description of the District's water distribution system incorporating the following:

- Provide general description of the water distribution system including supply sources, pressure zones, transmission and distribution mains, and all facilities.
- Prepare a Water System Hydraulic Profile Schematic, illustrating hydraulic grades for each of the eight pressure zones including the supply, storage, and pumping facilities.
- Develop inventory tables with detailed design and operating information for the pressure reducing valves/stations, booster pump stations, reservoirs, wells, interagency emergency connections, and turnouts.

# 4.1.6 Water Demands and Supply Characteristics

Stantec will include a description of the existing sources of water supply, including regulatory,

contractual, and policy framework that allows for these supplies. Water demand projections will consider future development and conservation efforts.

The total water demand will be estimated based on the supply production data in conjunction with the billing data to determine demands by land use and spatial allocation for modeling purposes. The demand is defined as the consumption data plus the water loss component. The water loss will be estimated based on the difference between the consumption data and total production data from the District's supplies.

We will identify the demand for each of the following sub-categories based on the available data.

- Residential (Single and Multiple Family)
- Commercial (Office, Retail)
- Industrial
- Landscaping (Golf Course, Parks)
- Institutional (Schools, Municipal)

"Duty factors" will be established for each subcategory to allow forecasting of future water usage and modeling of the system based on the land use methodology. Units for these duty factors will be verified with the District. In addition to the duty factors, we will determine water usage patterns to determine the hourly diurnal pattern for purposes of the EPS model analyses. SCADA information in 15-minute intervals, or as available, from each of the supply facilities, pump stations, tanks and any pressure regulating stations that may be equipped with SCADA. SCADA and billing data will also be reviewed determine MDD and peak hour demand (PHD) factors.

Stantec will project future water demands for the Near-Term (5-year) and Long-Term (buildout) planning horizons to coincide with the hydraulic analyses described below. The demand projections will include and consider the following:

- Projections will be consistent with other planning documents, including the District's Urban Water Management Plan. General Plans and any specific planning documents will be reviewed and used for developing land use information.
- The population and housing growth that could result from Regional Housing Needs Allocation (RHNA) requirements and Senate

- Bill 9 the California Housing Opportunity and More Efficiency (HOME) Act.
- The long-term water conservation anticipated to result from implementation of SB 606 and AB 1668 requirements (Making Water Conservation A California Way of Life).
- The potential effects of hydrological conditions, economic conditions, behavioral and social changes in water usage.
- The constraints for groundwater and surface water sources as well as impacts from water quality.

# 4.1.7 Hydraulic Model Update & Calibration

The District's existing hydraulic model uses Innovyze's InfoWater software, Stantec recommends a new hydraulic model using Innovyze's InfoWater Pro software. The following activities are proposed for this task:

- Review existing hydraulic model (InfoWater) and recommend an efficient approach for incorporating the existing model data into the new InfoWater Pro.
- Obtain latest, since previous 2020 model update, water system GIS database and operational data for water lines and water facilities (pumps, pump stations, tanks, and wells) and update the parameters for facilities and control structures. We will then identify if additional data gaps in the model and collect any additional necessary information from the District.
- Incorporate physical and operational attributes of major system components including, but not limited to, all 4" and larger pipelines, wells, tanks, pump stations, regulating valves, system valves, hydrants, and turnouts.
- Update demand nodes with the updated average day demand (ADD) and a MDD to the appropriate model nodes utilizing the District's billing data, assuming data is complete and accurate.
- Calibrate hydraulic water model for pressure and flow using both steady-state conditions and EPS for as close to MDD conditions as possible to adequately stress the system.

#### **Hydrant Flow Testing**

For the steady-state calibration, we will use the data from the fire hydrant flow tests. It is recommended to use the monthly historic billing data to determine the month at or near maximum water usage, which could be between June and August.

Prior to the field flow testing, we will provide flow test sheets for your review. We will then conduct a brief 1-hour Field-Testing Procedures Workshop which will have operations staff present. We will discuss and review number of potential hydrant tests, their locations, equipment installation needs, and pressure loggers. At the workshop, we will show maps that can be marked up for potential testing locations. Locations will be reviewed for traffic concerns and the best potential for stressing the water system for determining the calibration attributes.

We assume SCADA data can be provided for supply facilities including pressure and flow information at the wells and pump stations, water level at the tanks, flow from import connections, and potential interagency connections. Ideally, and SCADA through pressure reducing stations is preferred to calibrate the subzones.

Our subconsultant, SoCal Flow Testing, will perform hydrant testing using a calibrated pressure transducer at the static/residual ("test") hydrant paired to a radio transmitter. At the flow hydrant, another calibrated pressure transducer will report the flowing pitot pressure, and a radio receiver that displays both values. For each test location, more than one test may be conducted with pumps on or off at key facilities. Pressure loggers will also be installed at various locations within the pressure zone being tested.

#### **Steady State Calibration**

Results of the field tests will be combined with the available SCADA for the time of each test. This combined field data set will be used to compare against the modeling results. The model will be calibrated until the field measurements and model results are as close as possible to field measurements. Pipe roughness coefficients (c-factors) will be adjusted based on age, diameter, and material to match measured pressures. The goal is to calibrate the model within 10% of the field measurements.

#### **EPS Calibration**

The EPS calibration will be for MDD and consist of adding/modifying operational controls to meet SCADA data and calibration criteria for tanks, pump stations, control valves, and production facilities/boundary connections. Calibration will include review of storage facility fill times, drain times, operating range and overall diurnal patterns; pump pressure and flow rates; boundary connection pressure and flow rates. Hydraulic modeling output data will be presented in graphical format with corresponding SCADA data, so that model results can be visually compared.

Stantec will hold a Calibration Workshop with District Staff to review the model. Once the initial calibration is complete, we will conduct a workshop with engineering and operations staff to review the field, SCADA, modeling results, and accuracy achieved. At the workshop, we will open the model to show input and resulting conditions, and request operations staff to comment on accuracy of model settings, controls, and general behavior in predicting real system conditions. After this workshop, we will finalize calibration of the model based on any adjustments and input provided by District engineering and operations staff.

#### **Training**

We will provide training workshops and a training manual to District staff on how to run the model to demonstrate various flow and system configuration scenarios including but not limited to:

- Conducting single and multiple hydrant fire flow evaluations.
- Creating basic pipe alignment networks.
- Loading new potable water and fire flow demands.
- Running various system scenarios such as closed valves, ADD, MDD, MDD plus fire flow, etc.

Hourly rates to provide subsequent training during the term of the agreement are based on the Rate Schedule included with our Fee Proposal bound separately.

# **4.1.8 Evaluation and Propose Improvements**

As we prepare the model scenarios and datasets in the model and perform the water system evaluations including recommendations for any improvements, we will consider the following:

- Inputs from the District's Water Engineering and Operations staff.
- The expected outcome of its implementation, including effectiveness for increasing resiliency.
- Water quality considerations.
- Treatment improvements based on capacity and other needs with familiarity to the Roemer Facility.
- Technological advances, especially in water treatment, identifying the potential advantages and disadvantages.
- Consistency with infrastructure plans laid out in the WMP.
- Capital and O&M costs.
- Regulatory framework, including federal, state, and local regulations, codes, standards, policies, permit requirements, etc. that may support or hinder implementation.
- Other implementation challenges. For example, address outside entity cooperation required for each of the options, as applicable.
- Vulnerabilities due to climate change.
- System aging based on installation year and maintenance records.

We will utilize the calibrated hydraulic model to complete the following tasks:

- Create appropriate data sets and scenarios to analyze, evaluate, test and plan upgrades for the water system under normal demand conditions, which are assumed to be ADD, MDD, PHD, and EPS.
- Create appropriate datasets, scenarios, and facility sets to analyze the current and build out conditions to determine capacity and deficiencies within the existing water system in near-term (5-year) and long- term (buildout) planning horizons.
- For each demand and planning horizon scenario, we will analyze the distribution system, wells, reservoirs, and booster pump stations to determine if they are adequate to meet the District's facility sizing criteria and to determine storage required for operational,

emergency, and fire flow conditions. These efforts may include, but not be limited to:

- Identify areas of deficient serviceability pressure and velocity.
- Identify pipelines that should be replaced due to insufficient fire flow pressure and/or fire flow velocity.
- Determine the adequacy of the PRVs based on fire flow and deficient flow pressure.
- o Identify deficiencies in storage.
- Identify deficiencies in booster pump capacity.
- Recommend capacity and quantity of production wells for water supply deficiencies.
- Mitigation of a deficiency or improvement recommendation may have alternative solutions. Therefore, we will analyze water system improvement alternatives, which may include alternatives for improving the transmission mains, storage, pumping and distribution system improvement needs. These alternatives will be evaluated as the initial improvement recommendation is developed. Alternatives will be reviewed and discussed with the District at a system evaluations workshop.
- Conduct desktop evaluation of treatment facility expansion needs based on demand increases from rapid growth projections.

Current seismic freeboard requirements will also be summarized in the WMP. Existing available condition assessment reports will be reviewed to evaluate if the existing system storage capacity meets the seismic freeboard requirements. If a condition assessment has not been conducted for the water system, Stantec can perform these services as an added service outlined in Section 6.0 of this proposal.

## 4.1.9 Capital Improvement Program

Stantec will develop a 5-year (near-term) and a buildout (long-term) capital improvement plan (CIP) based on the results of the existing and future system hydraulic analyses to identify hydraulic deficiencies and make recommendations on proposed improvements and where and when replacement or rehabilitation is needed.

Our recommendations for improvements to the water distribution system pipelines, groundwater wells, imported water connections, pump stations, storage facilities, and treatment facilities, will consider cost effectiveness of capital improvements as well as minimizing annual operation and maintenance costs. Cost impacts related to the reduced storage capacity due to seismic freeboard requirements will also be included.

When evaluating improvements, and depending upon the locations and general constraints, we will also consider construction methodologies and innovative technologies, installation methods (e.g., trenchless), and materials that can or should be incorporated with the recommended improvements. These methodologies will be considered at a high planning level with the assumption that further preliminary design and planning analyses will be performed for each recommendation. Stantec will also consider rate payer vs capacity funded CIP projects and possible collaboration with other agencies or stakeholders.

We will develop planning level unit cost estimates to be used for the quantities determined for each CIP project recommended. The unit costs will be based on total project estimates including design, construction, construction management, administrative/legal, and other contingencies. Our Cost Estimator specialist will assist our team in developing the unit costs to use for this project based on recent construction bids for similar construction in and around the District and tied to the latest ENR index.

#### 4.1.10 Regulatory Analysis

The State Water Resources Control Board has established water conservation regulations that requires Californians to adopt permanent changes to make water conservation a way of life. To address the District's water conservation efforts, Stantec will:

- Develop "conservation factors" to project future water demands, meeting the new water conservation legislation (Senate Bill 1157) passed by the State of California in September 2022 that mandates reducing the per capita indoor residential water use to 47 gpcd by 2025 and 42 gpcd by 2030.
- Evaluate and recommend feasible strategies for the District to encourage its customers to use water more wisely and eliminate water waste.

 Provide drought planning to strengthen local drought resiliency and overall improve water use efficiency while meeting regulations.

Stantec will include a section in the WMP discussing the quality of the District's water supplies including the following items:

- A discussion of drinking water regulations and water quality parameters that affect the wells and the system. We understand that the USEPA and State Water Resources Control Board have new regulations related to Hexavalent Chromium Microplastics, Lead and Copper Rule (LCR), and Cross Connection Control.
- In addition to the PFAS regulations and other known contaminants, a discussion on emerging contaminants that may affect the District's water supply will be included.
- We will prepare a range of water quality and regulatory constraint scenarios that result in differing levels of groundwater availability and treatment requirements. We will review the District's water quality data and sampling locations to prepare a table and comparison with the MCL or MCLG limits for the groundwater sources. Stantec will also review the District's Operation and Maintenance programs that may impact the water quality in the system.
- Based on our review of the regulations and emerging contaminants we will provide a general description of the District's future water treatment needs.

## 4.2 Project Management, Meetings, and Workshops

Stantec will compile, review, and analyze the reports and data on the existing water system provided by the District, including the District's 2020 Water Facilities Master Plan, General Plans, the Division of Drinking Water compliance requirements under the Permit to Operate, GIS files, utility billing data, SCADA records, water supply agreements and contracts, etc. These items will be coordinated for receipt at the project kickoff meeting.

As part of the collection process, we will prepare a data collection tracking log that lists the data requested including the date of the request, description of the data, expected format of the data,

date received, and general description of the condition of the data.

We propose conducting workshops at key stages of the project as described in our scope herein where we feel it would be important to:

- Present findings and/or exchange ideas for key decision making during the project.
- Obtain important feedback to more effectively complete the calibrations, analyses and recommendations.
- Discuss with Engineering and Operations staff regarding the water system controls, settings, and other constraints that are needed for accurate modeling.
- These workshops will bring your staff and our team together for idea sharing and to provide the opportunity for improved input and direction.

We recommend that these workshops be attended by District senior members of our staff and your operations and engineering staff. We will need to discuss operational parameters, controls, and settings that will enable the model to be run accurately. In addition, the operations staff can comment on areas where the model results may be intuitive. Meetings and workshops will include:

- Kickoff Meeting
- Monthly Progress Meetings (or as needed)
- Planning Coordination Workshop(s) with City and/or County Public Works Department(s)
- Modeling and Calibration Workshops
  - Model Update and Facility Controls Workshop
  - Preliminary Calibration Workshop
  - o Final Calibration Workshop
- Water System Evaluation Workshops
  - Model Scenario and Preliminary System Evaluations Workshop
  - System Evaluation
     Recommendations and Alternatives
     Workshop

## 4.3 Report and Deliverables

We will provide the following electronic deliverables in Microsoft Word and Adobe PDF at different stages of the project:

- Meeting agenda: three business days before meeting
- Meeting minutes: three business days following meeting
- Project schedule: monthly
- List of additional data/information required: provided at the start of the project
- Data reviewed and/or referenced: as needed

We propose that draft chapters be provided as electronic deliverables in Microsoft Word and Adobe PDF throughout the progress of the WMP. The following chapters will be submitted for review, comment, and approval:

- Chapters 1 to 4: Introduction, Planning Area, Design Criteria, and Existing Domestic Water Facilities
- Chapter 5: Hydraulic Model Update and Calibration
- Chapter 6: Evaluation and Proposed Improvements
- Chapter 7: Capital Improvement Program
- Chapter 8: Regulatory Analysis

The chapters will be complied together at the end for a comprehensive WMP Update report, which will also include an executive summary, and will be delivered as an electronic document.

Stantec will also provide an updated hydraulic model fully calibrated using Innovyze's InfoWater Pro software to include:

- InfoWater Pro configuration
- Input and export files
- Any other files needed to successfully run the model

The following table provided a proposed Table of Contents for the main chapters anticipated for the Water Master Plan Update report.

Chapter	Description
	Executive Summary
1	Introduction
2	Planning Area
3	Design Criteria
4	Existing Domestic Water Facilities
5	Hydraulic Model Update & Calibration
6	Evaluation & Proposed Improvements
7	Capital Improvement Program
8	Regulatory Analysis

# **5.0 Proposal Forms**

# **Proposer Identification Form**

1.	Legal name of Proposer: Stantec Consulting Services Inc.
2.	Proposer's Street Address: 38 Technology Drive, Suite 200, Irvine California 92618
3.	Proposer's Mailing Address: 38 Technology Drive, Suite 200, Irvine, California 92618
4.	Proposer's Business Telephone: (949) 923-6000
5.	Proposer's Fax Number: (949) 923-6121
6.	Proposer's E-mail Address [All requests will be sent to this location]: jeff.dunn@stantec.com
7.	Type of Proposer:  ☐ Sole Proprietor ☐ Partnership x Corporation* ☐ Other If corporation, indicate State where incorporated:
8.	Contractor's License Number: Type of License: Business
	Number: 3259819 Issuing State: California
9.	Proposer Federal Tax Identification Number: 11-2167170
10.	Proposer's Project Manager: <u>Jeff Dunn, PE</u>
11.	Number of licensed CA Registered Professional Engineers and/Architect onstaff (if any):
	Within Stantec we have 229 staff in our Water Resources business line throughout California approximately 81 staff that are CA licensed professional engineers. Resumes of the individuals proposed for this project and provided in the Appendix contain registration information.

#### OFFICER'S CERTIFICATE

of

# STANTEC CONSULTING SERVICES INC. A NEW YORK, CORPORATION

I, the undersigned, do hereby certify that:

- 1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").
- 2. On **April 1, 2024**, the following resolution was adopted by the Corporation's Board of Directors:

#### BE IT RESOLVED THAT:

- 1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.
- 2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
- 3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

**Jeff Dunn** is a **Principal** and **Tama Snow** is a **Vice President** of the Corporation, and in that capacity are duly authorized to sign proposals and contracts in accordance with the Corporation's Signing Authority Policy in connection with the following project:

# West Valley Water District Water Master Plan Update

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 11th day of September, 2024.

David T. Archer, Corporate Counsel



# RESOLUTIONS OF THE DIRECTORS OF STANTEC CONSULTING SERVICES INC.

PASSED AND ADOPTED BY THE DIRECTORS THIS 1<sup>ST</sup> DAY OF APRIL, 2024

The undersigned, being all the directors of Stantec Consulting Services Inc. (the "Corporation"), hereby consent to the adoption of the following resolutions in lieu of holding a regular Board of Directors' meeting.

WHEREAS, from time to time the Corporation is required to provide evidence that certain individual employees have been authorized and empowered by the Board to sign contracts or proposals on behalf of the Corporation; and

WHEREAS, the Corporation and its affiliated companies have developed, published and operate utilizing the Signing Authority Policy, as modified and amended from time to time, of Stantec Inc., which includes authority to sign contracts and proposals on behalf of the Corporation.

#### **BE IT RESOLVED THAT:**

- 1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
- 2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.; and
- 3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

This action may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. Each director may execute this resolution in electronic format, either by facsimile or portable document format (PDF) and delivery of such executed document shall be proof of execution by the director thereto. This action shall be filed with the minutes of the proceedings of the Board of Directors and shall be effective as of the date set forth above.

THE UNDERSIGNED, being all of the directors of the Corporation entitled to attend and vote at a meeting of the directors of the Corporation, do hereby consent to and approve of the foregoing resolutions in writing as evidenced by their signatures hereto on the day and year first above written.

JEFFREY P. STONE

# **Proposer's References**

COMPANY	ADDRESS	TELEPHONE	CONTACT	TYPE OF WORK
Cucamonga Valley Water District	10440 Ashford Street Ranch Cucamonga, CA 91730	(909) 360-6914	Amanda Coker, PE Engineering Manager	Integrated Master Plan  Updated and Calibrated Water Model, Innovyze InfoWater Pro  Land Use and ADU development projections  Conservation considerations  Prepare prioritized and integrated CIP
City of Fullerton	303 W. Commonwealth Ave Fullerton, CA 82832	(714) 738-6895	Gar Huang, PE Engineer	Water Master Plan  Created a New Model, and Calibrated Water Model, Innovyze InfoWater Pro  Land Use and ADU development projections  Water Quality and Regulatory Analysis  Prepare prioritized and integrated CIP  Condition Assessment and Asset Management Program
City of Orange Public Works Dept- Water Division	189 S Water Street Orange, CA 92866	(714) 288-2497	Sonny Tran, PE Assistant Water Manager	Water Master Plan

## **List Of Subcontractors**

Name of Proposer:	Stantec Consulting Services Inc.

In accordance with RFP, we are indicating the subcontractor who will perform work on the Project that are required to be listed by Public Contract Code Section 22160, et seq., and the "Subletting and Subcontracting Fair Practice Act" set forth in Public Contract Code Section 4100, et seq.

Subcontractors Name	Address of Main Office	Description of Work
SoCal Flow Testing	3741 Rose Drive, Yorba Linda, CA 92886	Perform Hydrant Flow Testing, including installation of pressure loggers, testing equipment, diffusers, pitot gauges, digital testing and pressure results

#### 6.0 Additional Information

## **6.1 Project Experience**



## **Integrated Master Plan**

Cucamonga Valley Water District

Project Duration: 2022-Present

Description:

Stantec is managing the Integrated Master Plan for Cucamonga Valley Water District's (CVWD's) potable water, sewer, and recycled water systems. In addition to the potable water model updates and calibration, system reliability scenarios were evaluated for increased groundwater sustainability. The Integrated CIP incorporated combing CIP improvements for the water, sewer, and recycled water systems based on prioritizing analyses involving criteria such as condition, risk analyses, costs, funding, project vicinities, and other factors.

Team Members:

Jeff Dunn, Roxana Carrillo, Fletcher McKenzie, Sophia Barron, Tongxing Hu, Connie Adera, Jim Loucks



## Water Master Plan and On-Call Modeling Services

City of Fullerton

Project Duration: 2022-Present

Description:

The City hired Stantec to update its Water Master Plan (WMP) to address water supply, water demands, facilities planning, water quality and regulatory concerns, and a prioritized capital improvement program (CIP). To meet these objectives, Stantec provided the following:

- A fully calibrated hydraulic model, water distribution system performance and water age analysis, as well as performing analyses for water supply and fire flow capacity storage
- Water Supply and Demand Analysis to support the City with the goal on increasing local water supply portfolio
- Asset Management and Rehab and Replacement Program, providing life expectancy assessment of the City's water storage, pumping, and conveyance infrastructure
- Comprehensive CIP Implementation strategy, providing prioritized projects considering improvements driven by capacity deficiencies and level of risk based on the condition of facility.

Team Members:

Jeff Dunn, Roxana Carrillo, Fletcher McKenzie, Sophia Barron, Tongxing Hu, Connie Adera, Adam Butler, Jim Loucks



## Water Master Plan Update

#### City of Orange

Project Duration: 2019-2021

#### Description:

Stantec updated the Water Master Plan and hydraulic model while meeting the City's objectives including Calibrating the model with hydrant flow testing program; Analyzing water demand and supply projections; Evaluating optimization of supply facility operation and distribution system maintenance program; Providing a phased CIP with cost estimates; Investigating water quality issues; and identifying any deficiencies and "bottle necks" in water system.

Team Members:

Jeff Dunn, Roxana Carrillo, Sophia Barron, Connie Adera, Jim Loucks



## Water Master Plan Update

#### City of Anaheim

Project Duration: 2019-2021

#### Description:

The Stantec team worked with Anaheim to provide a roadmap for long-term capital improvements and water resources planning. The objectives for the Water Master Plan Update (WMPU) were to address the City's ability to provide a reliable water supply to Anaheim's customers.

For the transmission and distribution systems, a Risk Based Pipeline Prioritization methodology was used as an estimation of Likelihood of Failure (LoF) based on available information and the pipeline's potential Consequence of Failure (CoF) based on proximity to other critical assets. These two factors combined to calculate the risk score for each asset.

A priority-based Capital Improvement Program (CIP) was then developed based on both the hydraulic model and risk assessment analyses. The CIP identified the proposed improvement projects, the estimated costs, and developed a timetable or prioritization for implementing the improvements over the next 20 years, establishing a comprehensive picture of the improvements based on system hydraulic needs and a risk assessment of aging infrastructure. Total capital improvements totaled approximately \$250 M.

Team Members:

Jeff Dunn, Roxana Carrillo, Connie Adera, Jim Loucks



## Water Master Plan Update

#### City of Manhattan Beach

Project Duration: 2019-2021

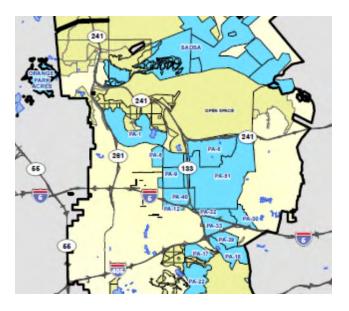
Description:

To continually improve the community, Stantec worked with the City to update their 2010 Water System Master Plan. This project addresses the City's water supply, water demands, facilities planning, condition assessment of the pumping and storage facilities, water quality and regulatory concerns, and will include a prioritized capital improvement program (CIP).

To define a water supply that meets current and future demands, and applicable regulations related to health, environment, and water quality, project goals include: Delivery of adequate flows and pressures for peak demands and fire protection, redundancy for service reliability with diversified water supply sources, and operation at the highest efficiency and lowest costs.

Team Members:

Jeff Dunn, Roxana Carrillo, Jim Loucks, Connie Adera



#### Various Sub Area Master Plans

#### Irvine Ranch Water District:

Project Duration: 2002-Present

Description:

Stantec has completed almost two dozen SAMPs and updates/addendums for IRWD throughout the past several decades assisting IRWD as their District has expanded. Services have included hydraulic modeling, along with design and engineering for potable water, sewer, and recycled water facilities.

The most recent SAMP or SAMP Update prepared was for the PA 51 or Great Park Neighborhoods. This SAMP, due to its large service area connecting the southern water systems with the northern water systems required hydraulic modeling of the entire District water system. The water model, which was created for IRWD for developing existing and future system analyses, required several corrections and updates before being able to run it properly for this project. The hydraulic model contains over 40,000 pipes with numerous pressure zones, storage tanks, pump stations, prv's, and imported water connections. Our analysis investigated future system conditions looking into various phasing, system demand and fire flow alternatives, pumping and storage verifications, and adjustments to the supplies between imported and groundwater.

Project Team:

Jeff Dunn, Roxana Carrillo, Tama Snow, Jim Loucks

# 6.2 Optional Value-Added Services

#### **Risk Based Project Prioritization Framework**

Given the different age of the pipes, pipe materials, external and internal stresses, limited pipe condition information, and budget limitations, determining "which pipes to replace when" is a challenge faced by most utilities. A Risk Based Project Prioritization Framework will help realize the District's goals of a comprehensive, best-practice asset management implementation strategy that builds on all of the things that the District is doing well and enhances those priority areas in need of improvement. This will truly be a collaborative effort, and the result will be a deliverable that your staff will own and operate with minimal support from outside consulting staff.

For progressive utilities "risk" is the most important concept of evaluating a system. By quantifying and assessing the risks posed by the failure or inability of its assets to meet their overall levels of service, the District can identify operating and maintenance procedures, as well as identifying and prioritizing capital rehabilitation and replacement projects to mitigate the risks. Risk-based prioritization framework assists decision makers in achieving a reliable management strategy for the system to maintain the level of service. This prioritization is based on a typical risk equation (risk = probability or likelihood × consequences) to arrive at a severity index which serves to rank the asset relative to the other assets. This is usually conducted in a workshop format, where participants assess the likelihood of failure of the asset within a certain time-frame. The consequence of this failure is also assessed, from an environmental, safety and economics standpoint. Since different participants are from across the utility, especially, engineering, operations, maintenance, planning, etc. there is very little disagreement about the priority of the recommendation.

The severity index puts the recommendations in order, so it is quite clear which are the highest priority recommendations. This process will help to focus the entire utility on those deficiencies that represent the greatest risk with the result that less time and money is spent correcting items that have a low risk, allowing these savings to be used to reduce the higher risks.

The scoring in the risk prioritization for likelihood is related to the physical condition, capacity and utilization, water quality, and functionality. For the consequences, it is related to environmental impact,

loss of service, health and safety implications, regulatory compliance, water loss, community disruption, public image, workforce stress, damage to property, loss of revenue, and service agreements.

The Risk Based Project Prioritization Framework will empower District staff to optimize pipeline replacement through an understanding of pipeline risk to the District, the replacement costs, and value over time for each pipeline.

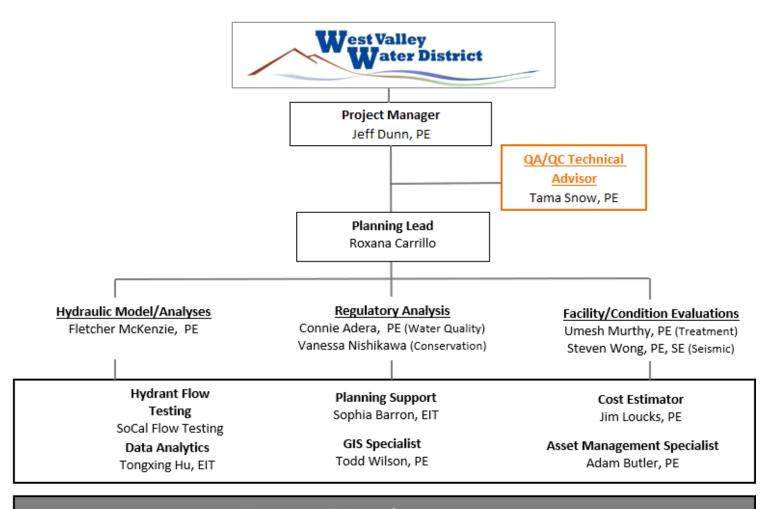
#### **Condition Assessment**

Stantec's condition assessment team will review the as-builts and perform site visits with City Water Operation staff and conduct a visual assessment of condition of City water facilities, including their structural, mechanical, and electrical conditions. Based on issues noted on the site visit, further evaluation of the facilities (e.g., seismic evaluation) may be recommended. Budget and scope for these additional evaluations is not included and will be determined at that time, and may consist of materials testing by a subconsultant, or contracted separately by the City.

## 7.0 Project Team Summary

## 7.1 Organizational Chart

By defining the roles and responsibilities of everyone involved in project delivery, Stantec can set clear expectations for performance. Team leaders can hold – both individually and collectively – people accountable for achieving performance, which ultimately improves our success in project delivery. We have chosen our project team members based on their experience working together on similar projects throughout southern California. Our proposed Team's Organization Chart is provided below.



Stantec's Resources of Planning/Engineering Support Services

## 7.2 Project Team



#### **Jeff Dunn**

PF

#### **Project Manager**

30 years of experience

Jeff has 30 years of experience in working with public water agencies throughout Southern California. He has managed facilities planning and design of infrastructure for potable water, recycled water, and sewer collection facilities. Jeff has prepared system master planning studies, including asset management analyses and hydraulic model evaluations for facility planning, feasibility, and preliminary design studies. He is also an expert hydraulic modeler, having calibrated and analyzed nearly two dozen models using InfoWater modeling software. His master plans have included preparations of prioritized capital improvement programs (CIP) incorporating results from hydraulic analyses, operation and maintenance programs, condition assessments, and risk priority assessments.

#### Project Role:

As our Project Manger, Jeff will be fully involved and in control of the work effort and the project's details on a day-to-day basis. Jeff will manage the project to maintain the schedule, budgets, and deliverables. He will communicate with you on a regular basis and be able to discuss specific aspects of the project. He will prepare the regular status reports, attend meetings, maintain project schedule, and update you on financial conditions.



#### **Tama Snow**

PΕ

#### QA/QC Technical Advisor

33 years of experience

For over 30 years she has been planning and executing projects that improve water resources management capabilities for public, private, and regulatory clients. Well respected in the industry, she is known as someone who pays close attention to details, is responsive to client needs and doesn't lose sight of the big picture. And over the years, having seen how intensive public scrutiny to innovative water projects in California have delayed and even prevented project implementation, she has become an expert in public outreach and communications. Tama is responsible for building our water resources practice group. In addition to client development, she will be helping young engineers become strong communicators, influential thought leaders, and strategic thinkers. Passionate about teaching and mentoring, Tama embraces this role.

#### Project Role:

Tama will overview the project and work closely with Jeff Dunn and other leadership with Stantec to ensure the outstanding services to be provided and proper resources are allocated for project success. She will lend her expertise to offer advisory services to the team and oversee the Quality Assurance/Quality Control (QA/QC) reviews and procedures to provide quality deliverables.





#### Roxana Carrillo, EIT

Planning Lead

9 years of experience

Roxana is a civil engineer in training in Stantec's Water group, leading our planning and modeling projects consisting of facilities analyses, hydraulic modeling, and assisting with technical design of projects including water distribution systems and sewer networks. Her work experience has involved hydraulic model updating and calibrating, water demand and supply analysis, fire flow analysis, and master planning.

#### Project Role:

She will lead master planning tasks, including assisting Jeff will all communications with the team. She will lead the effort in preparation of the master plan report, CIP, and workshops and presentations.



#### Fletcher McKenzie, PE

Hydraulic Model/Analysis

15 years of experience

Fletcher has experience in water planning creating and updating hydraulic models for the analysis of distribution systems, including model calibration, fire flow analysis, unidirectional flushing (UDF), as well as extensive experience in hydraulic transient analysis. He has worked on pump selection, control valve design, external pipeline load analysis, master planning, as well as open channel hydraulics.

#### Project Role:

He will lead the hydraulic modeling effort including updating and calibration the model and conducting the hydraulic analyses in development of the system improvements for the CIP. He will also lead modeling operation and calibration workshops.



#### Connie Adera, PE

**Regulatory Analysis** 

11 years of experience

Connie is an environmental engineer focusing on water treatment design and water quality studies and analysis, including plant-scale renovation feasibility studies and water quality studies. She has worked on several master planning studies evaluating water quality data and providing recommendations related regulatory compliance.

#### Project Role:

Connie will lead the portion of the master plan addressing water quality and related regulations impacting the District's operations.



#### Vanessa Nishikawa, PE

Regulatory Analysis (Water Conservation)

30 years of experience

Vanessa has experience in the development and implementation of multidisciplinary water resources projects throughout California. She served as project manager, technical lead, and engineer for numerous multi-objective water resources planning studies of surface and groundwater systems. Her broad planning experience also includes comprehensive flood management studies, water transfers and associated laws and regulations, recycled water studies and projects, conjunctive water management, computer modeling of surface water hydrology and project operations, watershed management, data collection and analysis, permitting, and grant writing

#### Project Role:

She will lead master planning tasks, including assisting Jeff will all communications with the team. She will lead the effort in preparation of the master plan report, CIP, and workshops and presentations.



#### Umesh Murthy, PE

Treatment and Facility/Condition Evaluations

32 years of experience

Umesh brings experience specializing in project and program management--from planning to engineering to construction, operations, maintenance, and commissioning. Prior to joining Stantec, he worked for the Chino Basin Municipal Water District/IEUA for six years, and the OCSD for 22 years. By anticipating potential gaps and challenges early, Umesh can mitigate risks and resolve conflicts with contractors. consultants, management, and/or stakeholders. His approach adopts clear and concise communication with stakeholders to regularly consult, obtain approval, share information, and provide reports as needed.

#### Project Role:

Umesh will lead our evaluations related to wells, pump, and treatment facilities operated by the District and provide review of condition and improvements recommendations to be included in the CIP.



#### Steven Wong, PE, SE

Storage Tank Seismic Evaluations

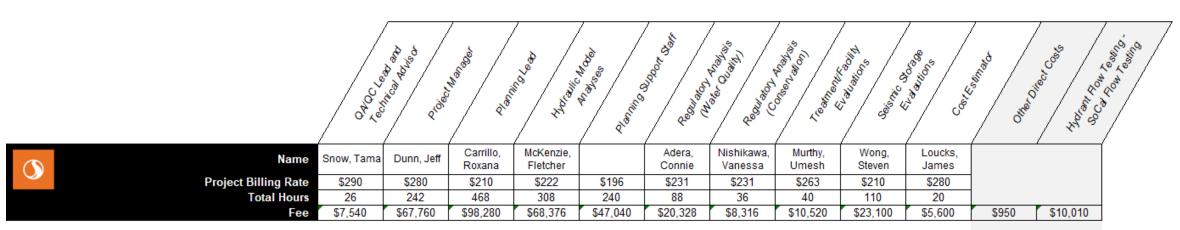
9 years of experience

Steven specializes in the structural design and analysis of various water/wastewater treatment plant structures, pump stations, and other specialized structures. His design experience includes reinforced concrete, reinforced masonry, steel, stainless steel, and aluminum. Additionally, Steven has designed and analyzed steel reservoir tanks, modifications to treatment plant structures and regularly creates finite element models for structural analysis. Beyond structural design, he has experience with concrete culvert inspection/observation, FEMA damage assessments, and engineering construction support.

#### Project Role:

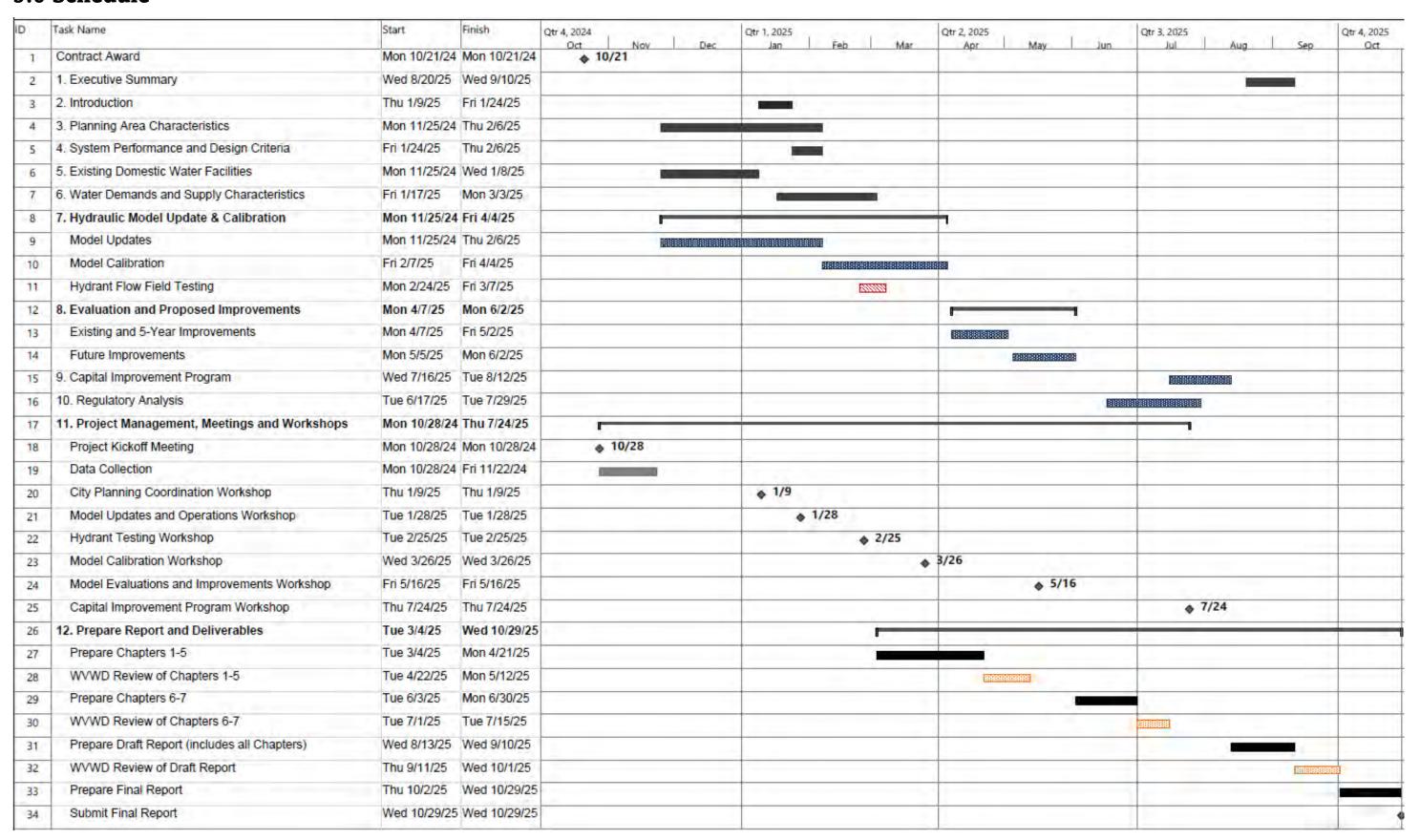
He will conduct the seismic sloshing wave height calculations and address freeboard requirements and impacts on the tank and storage capacity.

# 8.0 Cost Estimates of Consulting Fee



Task Description					Но	urs							Hours	Labor	ODC	Subs	Total
1. Executive Summary		8	16										24	\$5,600	<b>\$</b> 0	<b>\$</b> 0	\$5,600
2. Introduction		8	24										32	<b>\$7,2</b> 80	\$0	\$0	\$7,280
3. Planning Area Characteristics		8	50		72								130	\$26,852	\$0	\$0	\$26,852
4. System Performance and Design Criteria		4	4	8									16	<b>\$</b> 3,736	\$0	\$0	\$3,736
5. Existing Domestic Water Facilities		10	28	16									54	\$12,232	\$0	\$0	\$12,232
6. Water Demands and Supply Characteristics		16	40	24	60								140	<b>\$2</b> 9,968	\$0	\$0	<b>\$2</b> 9,968
7. Hydraulic Model Update & Calibration		20	32	100	24						250 10,010	·····	176	\$39,224	\$250	\$10,010	<b>\$4</b> 9, <b>4</b> 84
8. Evaluation and Proposed Improvements		12	36	80				20	100				248	\$54,940	\$0	\$0	\$54,940
9. Capital Improvement Program		12	38	40	16			12		20			138	\$32,112	\$0	\$0	\$32,112
10. Regulatory Analysis		8	8			60	24						100	\$23,324	\$0	\$0	\$23,324
11. Project Management, Meetings and Workshops	2	72	36	16	8	4		2	2		200		142	<b>\$</b> 35 <b>,2</b> 90	\$200	\$0	<b>\$</b> 35, <b>4</b> 90
12. Prepare Report and Deliverables	24	64	156	24	60	24	12	6	8		500		378	\$86,302	\$500	\$0	\$86,802
											Project Totals		1,578	\$356,860	\$950	\$10,010	\$367,820

## 9.0 Schedule



## 10.0 Insurance

ACORD 25 (2016/03)

As shown in the sample insurance certificate, Stantec will provide current insurance certificates upon selection that meet the insurance requirements of the District and described in the RFP.

MEURER(E) AFFORDING COVERAGE NAME #  A. Berkelsire Hathaway Specialty Insurance Company 22276  E. AIG Specialty Insurance Company 26883
insurer(s) afforming coverage Name #  Berkelure Hathaway Specialty Insurance Company 22276  AIG Specialty Insurance Company 26883
MAIC #  MEURER(1) AFFOROMO COVERAGE  A. Berkohire Hathaway Specialty Insurance Company  22276  AIG Specialty Insurance Company  2688:
MAURER(1) AFFORDING COVERAGE NAIC # A. Berkshire Hathaway Specialty Insurance Company 22276 B. AIG Specialty Insurance Company 2688.
Berkshire Hathaway Specialty Insurance Company 22276     AIG Specialty Insurance Company 2688.
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REVISION NUMBER: XXXXXXX
ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS REPOLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS DUCED BY PAID CLAIMS.
POLICY EFF FOLICY EXP WHITE POLICY EXP
EACH COCURRENCE & XXXXXXXX
PREMISSO (Sa occurrence) 8 XXXXXXXX
MED EXP (Any one person) \$ XXXXXXXX
PERSONAL & ADV NURY   \$ XXXXXXXX
GENERAL AGGREGATE 1 XXXXXXX
PRODUCTS COMPION AGO   XXXXXXXX
(Ea acrident) 6 XXXXXXXX
BODILY INJURY (Per person) \$ XXXXXXX
PROPERTY DAMAGE , STATISTICAL
(Per acodest) * AAAAAAAA
VXXXXXXX o
EACH OCCURRENCE   XXXXXXX
AGGREGATE \$ XXXXXXXX
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EL EACH ACCIDENT 5 XXXXXXXX
EL DIDEABE - EA EMPLOYEE & XXXXXXX
E.L. DIGEADE - POLICY LIMIT   5 XXXXXXXX
01/2023 101/2024 \$3,000.000 PER CLAIM AGG DXCLUSIVE OF COSTS
0/1/2023 10/1/2025 \$3,000,000 PER LOSS/AGG
Per acogenii   S. XX

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# Appendix A

Jeff has 30 years of experience in working with public water agencies throughout Southern California. He has prepared and managed master plan projects including facility planning and design of infrastructure for potable water, recycled water, and sewer collection facilities. Jeff has prepared system master planning studies that have consisted of asset management analyses and condition assessment developing prioritized CIPs in addition to many hydraulic model evaluations for facility planning, feasibility, and preliminary design studies. He is also an expert hydraulic modeler, having calibrated and analyzed over two dozens models using InfoWater Pro modeling software.

#### **EDUCATION**

BS in Civil Engineering, California Polytechnic University, Pomona, California, United States, 1995

#### REGISTRATIONS

Professional Engineer #58455, State of California

#### PROJECT EXPERIENCE

Integrated Master Plan | Cucamonga Valley Water District (CVWD) | Rancho Cucamonga, California | Project Manager

Jeff is managing the Integrated Master Plan for the CVWD's potable water, sewer, and recycled water systems. In addition to the potable water model updates and calibration, system reliability scenarios were evaluated for increased groundwater sustainability. The Integrated CIP incorporated combing CIP improvements for the water, sewer, and recycled water systems based on prioritizing analyses involving criteria such as condition, risk analyses, costs, funding, project vicinities, and other factors.

## Water System Master Plan | City of Orange | Orange, California | Project Manager

Jeff is managing the water master plan to update the current hydraulic model which included calibrating the model with hydrant flow testing program, analyzing water demand and supply projections, evaluating optimization of supply facility operation, and providing a phased priority-based CIP with cost estimates. Water quality issues were addressed including water age analyses, identifying any deficiencies, and improving water circulation and redundancy within the system.

City of Anaheim Water Master Plan Update | Anaheim, California, United States | Water System Planning Lead

The WMP focused on updating water demands and use factors, calibrating the existing distribution model, and preparing an asset management program. Jeff analyzed scenarios addressing supply variability between groundwater and imported between the east and west service areas, including impacts to PFAS issues. The goal was to develop an updated plan for capital planning through 2040 planning horizon.

City of Fullerton Water Master Plan Update and On-Call Modeling with Asset Management Program | Fullerton, California | Project Manager

Prepared a Water Master Plan Update to provide a roadmap for long-term capital improvement and water resource planning for the City of Fullerton, comprising of condition assessments for asset management risk analyses, including On-Call Modeling Services. Evaluations were focused on the City's groundwater water supply and water quality to meet various water demand projections, including maximizing existing groundwater supplies. In addition, the project developed an Asset Management Program based on risk analyses prioritizing a 20-year capital improvement plan.

Water Master Plan | City of Manhattan Beach | Manhattan Beach, California | Project Manager

Jeff managed the water master plan update, which included near- and long-term water supply demands, delivery of adequate flows and pressures for peak demands and fire protection, redundancy for service reliability with diversified water supply sources, and highest efficiency and lowest cost of operation. The master plan included hydrant flow testing and calibration of the City of Manhattan Beach's hydraulic model in InfoWater.

Water Resources Master Plan Update (WRMP) | Irvine Ranch Water District | Irvine, California | Project Manager

Jeff prepared an update of the water supply, demands, and storage chapters of IRWD's 2017 WRMP. The WRMP Update revised water demand projections to be consistent with the recent water conservation measures with updated demand factors for each land use. The water supply chapter was revised to include their recent recycled water expansion projects.

# Fire Flow and Hydraulic Model On-Call Services | Eastern Municipal Water District (EMWD) | Perris, California | Project Manager

Jeff has managed our fire flow hydraulic modeling on-call tasks for new developments to determine appropriate improvements and service pressures for the additional demands on the existing water distribution system.

# On-Call Modeling Services | Orange County Water District (OCWD) | Fountain Valley, California | Project Manager/Lead Modeler

Jeff managed and performed several hydraulic modeling tasks including model updates and calibration Talbert Barrier Well system and analyses, the Groundwater Replenishment System (DWRS) hydraulic modeling including scenario analyses for their basins recharge, and their Green Acres Project (GAP) recycled water system.

#### On-Call Hydraulic Modeling | Inland Empire Utilities Agency (IEUA) | Chino, California | Project Manager

Jeff managed and performed hydraulic modeling services for the Agency's recycled water model using the InfoWater software. Hydraulic modeling was performed to support the Recycled Water Program Strategy and preparation of technical memorandums such as for the WRCWRA supply options, and City of Ontario's Euclid Ave expansion project.

#### Potable Water, Sewer, and Recycled Water Sub-Area Master Plans | Irvine Ranch Water District (IRWD) | Various Cities, California | Project Manager

Since the mid-1990s, Jeff has prepared SAMPs for IRWD's potable water, sewer, non-potable water, and telemetry systems. To complete the SAMPs, Jeff performed local and regional hydraulic modeling with extended period simulations, phasing studies, and regional storage analyses. Recently, a SAMP update was performed for the Portola Springs service area for flow monitoring and calibration of the sewer model.

# Water System Master Plan | City of La Habra | La Habra, California | Modeler

Hydraulic analyses and report preparation for the Water System Master Plan. The hydraulic analysis was performed using the H2ONET modeling software. The entire existing distribution system was modeled resulting in a network analysis of approximately 550 pipes, including 50 PRV stations, 13 pumps, and three reservoir tanks. The model was calibrated to field-testing data. Other responsibilities included coordinating with the client for collection of data and facilities information, hydraulic model creation, demand calculations, hydraulic modeling analyses for existing and future distribution systems, and report preparation.

## Water System Master Plan | Mesa Water District | Costa Mesa, California | Associate Engineer

Hydraulic analyses and report preparation for the Water System Master Plan. The entire existing distribution system was modeled resulting in a network analysis of approximately 700 pipes, including six FCV stations, two pump stations, nine wells, and two reservoir tanks. The model was calibrated to field-testing data. Responsibilities included coordinating with the client for collection of data and facilities information, hydraulic model creation, demand calculations, model calibration, hydraulic modeling analyses for existing and future distribution systems, and report preparation.

## Water System Master Plan | City of Brea | Brea, California | Modeler

Hydraulic analyses and report preparation for the Water System Master Plan. The existing distribution system was modeled resulting in a network analysis of approximately 1,800 pipes, including 72 PRV stations, five pump stations, and five reservoir tanks. The model was calibrated to field testing data. Responsibilities included extensive client coordination for the collection of data and facilities information, hydraulic model creation, demand calculation, hydraulic modeling analyses for existing and future distribution systems, and report preparation.

# Water Master Plan Update | Laguna Beach County Water District | Laguna Beach, California | Modeler

Computer hydraulic water modeling and analysis of the District's entire distribution system. Three steady-state demand scenarios were analyzed to determine pressure deficiencies and to make recommendations for pipe diameter upgrades. Two extended-period simulation scenarios were performed for storage and pumping analyses using a seven-day period for MWD supply outage and a firestorm fire flow of 35,000 gpm. Other tasks included the calculation of demands, peaking factors, demand projections, population projections, and cost analysis, as well as report writing and preparation of exhibits.

#### Vellano Domestic, Reclaimed, and Sewer Systems Master Plans | Chino Hills, California | Project Manager

Planning, design, and computer network analyses of the proposed domestic, reclaimed, and sewer collection systems. The modeling analysis was used to determine pipe diameters, PRV locations, and pump station locations and requirements, as well as to perform a storage analysis. Other tasks involved establishing the pressure criteria and pressure zones; distribution system pipeline alignments and demand calculations; as well as preparing final reports, exhibits, and maps.

# Reservoir Storage Analysis | Irvine Ranch Water District | Irvine, California | Project Engineer

Jeff provided a water storage analysis for IRWD's potable and non-potable water systems to update their current Water Resources Master Plan. Coordination was required to incorporate IRWD's GIS data which included demands and water facility information. Tasks included overlaying the water system and USGS information to identify pressure-zone service areas for use in developing storage service areas. For each water system, the demands were calculated and totaled by storage areas in five-year increments to 2025. Surpluses and shortfalls were analyzed to determine recommendations for new storage or operational adjustments. Updated tables and exhibits were created for use in preparing a revised Chapter 5 of the Water Resources Master Plan Update.

#### Desert Springs Resort Water Supply Assessment | Imperial County, California | Project Engineer

An SB 610 Water Supply Assessment was prepared by Stantec for the Desert Springs Resort project. The project is a motor sports resort community covering 1,105 acres on property which has historically been used solely for agriculture purposes. The resort includes 1,475 residential units of various types, raceway facilities, commercial elements, and recreational facilities such as road raceway and four lakes for water sports. No domestic water provider serves the area so the project will be served by a private water utility company who will operate private water and wastewater facilities. Nonpotable, or raw, water supply will be provided by Imperial Irrigation District.

# Reclaimed Water Model | Moulton Niguel Water District | Laguna Niguel, California | Project Engineer

Jeff provided a computer network analysis of the District's reclaimed water distribution system using Cybernet software. The analysis included modeling the complete existing and proposed reclaimed water distribution system for steady-state peak demand and maximum-day, 24-hour, extended-period simulation. The steady-state simulations were used to analyze pressure and pipeline deficiencies. The extended-period simulation was used for the pumping and storage analyses.

#### Recycled Water Program Strategy | Inland Empire Utilities Agency | Various, Calilfornia | Ongoing | Project Engineer

Jeff has prepared a program strategy for IEUA's future recycled water system to incorporate their member Agency's demands plus maximizing recycled water recharge to their spreading basins. A basin implementation strategy was developed along with system model analyses out to year 2035. A 20-year CIP was developed in 5-year increments.

#### Inland Empire Utilities Agency (IEUA) - 1630 West Recycled Water Pump Station Surge Protection | Inland Empire Utilities Agency | Ontario, California | Project Manager

To resolve surging and pump failure problems in the 1299 Zone and the 1630 West Pump Station, Jeff performed hydraulic model services to evaluate the system operation, system, surge and risk of pipeline failures. He prepared a technical memorandum that recommended a new surge tank, including BCE evaluation of alternatives and risk management analysis.

# Regional Recycled Water System Analysis | Irvine Ranch Water District | Irvine, California | Project Manager

Jeff prepared a hydraulic model analysis and pump station feasibility analyses for the IRWD's northern recycled water distribution system. The District's calibrated model, of their whole system was utilized for the analysis. Recycled water demands were estimated for various demand and operating scenarios to determine future facility layout, sizing, and capacities. Pump design analysis was performed to verify pump curves for their Multi-Zone Pump Station. Several alternatives for a pump station layout were evaluated, with recommendations and project costs provided.

# Southwest Distribution System Hydraulic Model | Golden State Water Company | Various Locations, California | Project Manager

Jeff updated and calibrated Golden State Water Company's (GSWC) Southwest Distribution System hydraulic model in InfoWater. The GSWC Southwest Distribution System serves the southwestern area of Los Angeles County, City of Gardena, City of Lawndale, and portions of Carson, Compton, El Segundo, Hawthorne, and Inglewood. The existing model, which was previously created for only steady-state analyses, was updated and calibrated as an extended period simulation (EPS) model with high level accuracy for subsequent water quality analyses to be performed by Stantec. The model itself consists of three pressure zones, with close to 9,000 pipe links and several pumps and pressure reducing valves. The project also required using GIS Gateway to update InfoWater model with GIS features.

# 1158 Zone Pump Station Upgrades and RP-4 1158 Zone Outfall Pipeline Feasibility Study, Inland Empire Utilities Agency | Inland Empire Utilities Agency | Chino, California | Project Manager

Jeff is managing feasibility and surge protection analyses for the proposed upgrades to the RP-1 1158 Pressure Zone effluent pump station. The upgrades to the pump station are a recommendation of the current RWPS and the Agency requires better definition of the pumps capacity, and design recommendations, and feasibility of the improvements in conjunction with the existing facilities. Additionally, Stantec is evaluating the possible causes of leaks occurring in the 42-inch RP-4 1158 Zone Pipeline, and providing recommendations. A surge analysis is also being performed for recommendations to the existing surge tank and future surge protection needs.

For over 30 years Tama has been planning and executing projects that improve water resources management capabilities for public and private clients. Tama is known as someone who pays close attention to details, is responsive to client needs and doesn't lose sight of the big picture. Tama seeks to improve the balance between human and environmental water needs—to serve the greater good. She loves helping clients develop strategic and sustainable solutions to their challenges. And over the years, having seen how intensive public scrutiny to innovative water projects in California have delayed and even prevented project implementation, she has become well versed in public outreach and communications.

#### **EDUCATION**

Masters of Engineering, Cal-Poly Pomona, Pomona, CA, 2001

Bachelor of Science in Civil Engineering, University of California at Irvine, Irvine, CA, 1991

Bachelor of Arts in Mathematics, University of California Riverside, Riverside, CA, 1988

#### REGISTRATIONS

Engineer #C 056934, State of California, 1997

Water Augmentation Feasibility Study | Palmdale Water District | Palmdale, California | Project Manager

Palmdale Water District retained Stantec to prepare a water augmentation feasibility study to utilize 5 million gallons per day of recycled water. Alternatives evaluated included surface water augmentation at Palmdale Lake and groundwater injection. Multiple alternatives were evaluated considering regulatory requirements, conveyance and infrastructure needs, acquisition of property for construction of full-scale facility and a level 5 cost estimate was completed.

## Pure Water Antelope Valley | Palmdale Water District | Palmdale, California | Program Manager

Stantec was retained by the Palmdale Water District to manage and provide planning services for the Pure Water Antelope Valley Recycled Water Program. Services being provided under this program include preparation of twelve technical memorandums that have included background review and conducting a data gap analysis, conveyance routing and infrastructure needs, recycled water quality analysis, evaluation of delivery methods for multiple construction projects, design of a 200 gallon per minute advanced water treatment demonstration facility, groundwater modeling, equipment procurement, estimating construction costs, obtaining regulatory approval, and stakeholder engagement. The Pure Water Antelope Valley Program will utilize 5 million gallons per day of recycled water from the Los Angeles County Sanitation District's Palmdale Water Reclamation Plant. The recycle water will be advanced treated utilizing microfiltration, reverse osmosis, and ultraviolet advanced oxidation and injected into the groundwater basin.

# Lake Forest Zone B to C Pump Station | Irvine Ranch Water District | Lake Forest, California | Principal-in Charge

Stantec was retained by the Irvine Ranch Water District to prepare construction plans and specifications for a new recycled water pump station. The project included preparing a surge analysis, preparing plans and specifications for decommissioning of an existing recycled water pump station and abandoning an existing groundwater well, preparing a preliminary design report, 60 percent, 90 percent and 100 percent plans and specifications for a new recycled water pump station.

# Recycled Water and Stormwater Harvesting Study | Port of Long Beach | Long Beach, California | QA/QC

The Port of Long Beach (PoLB) retained Stantec Consulting Services, Inc. (Stantec) to evaluate the feasibility of implementing a recycled water program to reduce potable water demands at the PoLB. The recycled water study was an effort to prioritize planning for improvements to conserve water, ensure water reuse for existing and future port operations, and to protect the environment. The study identified and evaluated the source of recycled water supply, potential recycled water customers, demands, infrastructure requirements and cost to implement.

#### El Centro Generation Station Zero Liquid Discharge Project | Imperial Irrigation District | El Centro, California | Principal in Charge / QAQC

The Imperial Irrigation District (IID) retained Stantec to prepare a feasibility study to evaluate water treatment requirements to remove Thallium and selenium at their El Centro Generating Station. A water quality analysis was completed, and 8 alternatives were developed. Subsequently, IID hired Stantec to complete the construction plans, specifications and engineer's estimate of probable construction costs for the water treatment plant and brine ponds.

## Water Master Plan (WMP)\* | Indio Water Authority | Indio, California | QAQC

Tama reviewed all deliverables prior to submitting to client. The 2018 WMP was prepared as an update to the Authority's 2012 Water Master Plan Update. The Authority typically performs a comprehensive update of its WMP every five years to capture changes in water conveyance infrastructure, service population, water demands, planned developments, and water-related regulations to update their capital improvement program (CIP). As the City of Indio continues to grow amid increasingly restrictive water supply conditions, water master planning has become even more vital for the Authority to address system deficiencies, improve operations and efficiency, and develop the necessary supply to meet future demands.

#### Hydraulic Modeling On-Call Services\* | Otay Water District | Spring Valley, California, United States | 2017-2019 | Project Manager

Utilizing the District's existing hydraulic model and data from its GIS and SCADA systems, Tama oversaw steady state and extended period dynamic modeling analyses of the existing and future potable water and recycled water systems and pressure surge analyses for pressure zones or pipelines. The team also identified improvements and recommendations to remedy system deficiencies to meet future conditions and conducting fire-flow analyses.

#### Johnson Utilities Comprehensive Planning Study\* | EPCOR/Johnson Utilities | San Tan Valley, Arizona, United States | Project Manager

Tama prepared an Integrated Water, Wastewater, Reclaimed Water and Water Resources Comprehensive Planning Study (CPS) to provide the utility with a capital improvement plan to address the numerous pressing and immediate needs, including water quality and water pressure issues and sanitary sewer overflows and determining best reuse of the recycled water of different qualities produced at three wastewater treatment plants. Improvements needed to the water, wastewater and recycled water systems were identified to address current issues, as well as prepare the Utility for future growth over 3-year, 5-year, 10-year, and build-out planning horizons. Best use of recycled water included groundwater recharge, identifying recycled water customers and conducting a cost feasibility analyses.

#### Buena Yard Facility Improvements \* | Buena Sanitation District | Vista, California, United States | Project Manager

Tama conducted a comprehensive Facility Planning Study and preliminary design to repurpose the Buena Sanitation District's Buena Yard (previously Shadowridge Water Reclamation Plant) as an emergency wastewater storage and satellite maintenance facility. This Study and the preliminary design included conducting a condition assessment of existing assets, preparing an evaluation of emergency wastewater storage capabilities, hydraulic analysis, hazardous materials study, and preparing a facility plan to bring the complex up to current building codes and evaluate the use of space to repurpose the existing building. A detailed opinion of cost estimate and construction implementation plan was also prepared.

# Professional Engineering Design for Five Potable Water Pipeline Replacements\* | City of Spring Valley | Spring Valley, CA | Principal-in-Charge

For Otay Water District, Tama is providing engineering services to replace five potable water pipeline segments within the District's service area. Key project issues included an accelerated design and construction schedule to beat County of San Diego repaving moratoriums. The project is currently underway.

#### Offsite Pipelines for the Irvine Lake Pipeline North Conversion Project\* | Irvine Ranch Water District | Orange, CA | Project Manager

The project entailed preparation of a preliminary design report, construction plans and specifications for the design of 5 miles of 42-inch CML&C recycled water pipelines on Santiago Canyon and Jamboree Roads for the Irvine Ranch Water District. The project required extensive coordination with the City of Orange and particular attention to traffic control due to the high volume of traffic in the project areas. Tama provided assistance during bidding and engineering services during construction.

## Asset Management As-Needed Services Contract\* | Otay Water District | Spring Valley, California | Project Manager

As part of Otay Water District's (OWD) Asset Management On-Call Contract, an asset management data gap analysis was conducted and a data gap closure strategy was developed. Benefits derived from the consolidation of the assets owned and managed by OWD in a centralized asset register included improved quality of asset information for operational and strategic asset management decisions, enhanced business process efficiency, improved customer service in providing accurate asset information, reduced capital and maintenance costs by effectively managing infrastructure assets

Roxana is a civil engineer in training in Stantec's Water group, assisting with planning, hydraulic modeling, and technical design of projects including water distribution systems and sewer networks. Her work experience has involved hydraulic model updating and calibrating, water demand and supply analysis, fire flow analysis, and master planning.

#### **EDUCATION**

Bachelor of Science, University of California, Irvine, Irvine, California, United States, 2012

#### **CERTIFICATIONS & TRAINING**

Engineer in Training (EIT) Certification, California Board for Professional Engineers, Land Surveyors, and Geologists, Irvine, California

#### **MEMBERSHIPS**

Past President, Current Publicity Chair, Professional Development Conference Committee Member, Society of Women Engineers, 2014 - Present

K-12 Outreach Committee Member, American Society of Civil Engineers, 2018 – Present

Member, Orange County Water Association, 2019 – Present

Current Campaign Co-Lead, Local Office Champion, Water For People, 2019 – Present

#### PROJECT EXPERIENCE

Fullerton Water Master Plan | City of Fullerton | Fullerton, California | Planning Support

Roxana prepared the report and hydraulic evaluations for the Water Master Plan Update to provide a roadmap for long-term capital improvement and water resource planning for the City of Fullerton. Evaluations were focused on the City's groundwater water supply and water quality to meet various water demand projections, including maximizing groundwater under extreme dry demand conditions. In addition, the project developed an Asset Management Program based on risk analyses using and a 20-year capital improvement plan.

Integrated Master Plan | Cucamonga Valley Water District (CVWD) | Rancho Cucamonga, California | Project Manager

Assisting with the Integrated Master Plan for the CVWD's potable water, sewer, and recycled water systems, Roxana provides hydraulic modeling support. In addition, potable water system reliability scenarios were evaluated for increased groundwater sustainability. The Integrated CIP incorporated combing CIP improvements for the water, sewer, and recycled water systems based on prioritizing analyses involving criteria such as condition, risk analyses, costs, funding, project vicinities, and other factors.

# Water System Master Plan | City of Orange | Orange, California | Project Manager

Roxana updated the water master plan as well as the hydraulic model for the City of Orange. The hydraulic model update included calibration based on the hydrant flow testing program, analyzing water demand and supply projections, evaluating optimization of supply facility operation, and providing a phased priority-based CIP with cost estimates. Water quality issues were addressed including water age analyses, identifying any deficiencies, and improving water circulation and redundancy within the system.

# Water Master Plan | City of Manhattan Beach | Manhattan Beach, California | Project Manager

Prepared the water master plan update and established near- and long-term water supply demands, evaluated delivery of adequate flows and pressures for peak demands and fire protection, and analyzed redundancy for service reliability with diversified water supply sources. Roxana conducted hydrant flow testing and calibrated the City's hydraulic model in InfoWater.

# Engineering Services for Water Master Plan Update | City of Anaheim, CA | Anaheim, California | Hydraulic Modeling/Planning Support

Roxana provided hydraulic analyses and report preparation for the Water Master Plan Update to provide a roadmap for long-term capital improvement and water resource planning for the City of Anaheim. Stantec evaluated the system's water supply, water quality, water demand projections, and water resources/improvement planning. In addition, Stantec developed an Asset Management Program using InfoMaster and a 20-year capital improvement plan.

# Great Park SAMP Update | Irvine Ranch Water District | Irvine, California, United States | Planning Support

Roxana prepared a Sub-Area Master Plan update for domestic water, wastewater, and non-potable water systems to serve a proposed 3,565-acre Great Park and Great Park Neighborhoods in the City of Irvine. The project evaluated the proposed infrastructure and impacts to the existing infrastructure for potable water, sewer, and nonpotable service as well as demands projections for the Great Park lake.

# SAMP Report for the URP Phase 9 Student Housing Project | Irvine Ranch Water District | Irvine, California, United States | Hydraulic Modeling Support

Stantec prepared a Sub-Area Master Plan for domestic water, wastewater, and non-potable water systems to serve a proposed 2,800-bed student housing community with multiple buildings, fitness/leasing center, study/market center, and parking structures. Stantec evaluated the proposed infrastructure and impacts to the existing infrastructure for potable water, sewer, and nonpotable services.

# Fire Flow & Hydraulic Modeling | Eastern Municipal Water District | Perris, California, United States | Hydraulic Modeling Support

Perform hydraulic modeling and fire flow testing of the Eastern Municipal Water District water distribution system. Stantec provided as-needed engineering services in order for the District to continue delivering water services to more than 800,000 users throughout Riverside County.

# Hydraulic Model Update and 770 Pressure Zone Analysis | Walnut Valley Water District | Walnut, California, United States | Hydraulic Modeling Support

Stantec updated and evaluated the 770 Pressure Zone in the hydraulic model of the Walnut Valley Water District potable water distribution system to reflect changes since 2012. The updated model was then used to analyze the impacts to the 770 Zone removing existing pressure regulating stations. Additionally, a new source of supply was included from Cal Domestic that directly supplied the 770 Zone.

Safe and Affordable Funding for Equity and Resilience (SAFER) Administrator Program | California State Water Resources Control Board | California, USA | Administrator Lead

Roxana is part of a broad Stantec team selected by the State of California to serve as Administrators within the Safe and Affordable Funding for Equity and Resilience (SAFER) Program, a multi-billion-dollar effort to ensure the human right to water is achieved across the state. In this role, Stantec can be appointed by California to accept full operational responsibility for a failing or at-risk drinking water system for a period of two to four years during which Stantec will work directly with the community served by the system, its existing staff and leaders, and with state staff to identify and overcome challenges facing the system. Roxana provides technical support for a failing water system in eastern San Diego County. In this role, Roxana coordinates engineering design plans, addresses water quality issues, and provides insight on planning needs for a water distribution system.

Mr. McKenzie has over 15 years of experience in water and wastewater engineering. He has been part of project teams creating hydraulic models for the analysis of distribution systems, including model calibration, fire flow analysis, unidirectional flushing (UDF), as well as extensive experience in hydraulic transient analysis. He has worked on pump selection, control valve design, external pipeline load analysis, master planning, as well as open channel hydraulics, and gravity pipeline design. Mr. McKenzie has been the lead transient engineer in studies ranging from gravity systems to 200 MGD pump stations, as well as analyzing Francis reaction turbines.

#### **EDUCATION**

Masters of Science, Michigan Technological University/Civil Engineering, Houghton, Michigan, United States, 2011

Bachelors of Science, Colorado State University/Civil Engineering, Fort Collins, Colorado, United States, 2006

Bachelors of Arts, Colorado State University/Spanish, Fort Collins, Colorado, United States, 2006

#### **CERTIFICATIONS & TRAINING**

New Miner, MSHA, Denver, Colorado, United States, 2016

Hydraulic Transient Modeling, Innovyze InfoSurge, Broomfield, Colorado, United States,

Hydraulic Transient Modeling, Applied Flow Technology (AFT) Impulse, Denver, Colorado, United States,

HAZWOPER, OSHA, Denver, Colorado, United States,

Hydraulic Transient Modeling, KYPipe KYSurge, Denver, Colorado, United States,

#### REGISTRATIONS

Professional Engineer #PE.0049479, Colorado Department of Regulatory Agencies

#### **PRESENTATIONS**

Acceptance of Cavitation in Hydraulic Transient Analysis of Pipeline Systems. *RMWEA / RMSAWWA - Joint Annual Conference*, 2018.

#### PROJECT EXPERIENCE

Integrated Master Plan | Cucamonga Valley Water District (CVWD) | Rancho Cucamonga, California | Potable Water Modeling Lead

Fletcher is the lead modeler for the potable water system evaluations for the Integrated Master Plan for the CVWD's potable water, sewer, and recycled water systems. In addition to the potable water model updates and calibration using Infowater Pro, system reliability scenarios were evaluated for increased groundwater sustainability. The Integrated CIP incorporated combing CIP improvements for the water, sewer, and recycled water systems based on prioritizing analyses involving criteria such as condition, risk analyses, costs, funding, project vicinities, and other factors.

City of Fullerton Water Master Plan Update and On-Call Modeling with Asset Management Program | Fullerton, California | Modeler

Fletcher was part of the modeling team for the Master Plan Update to provide a roadmap for long-term capital improvement and water resource planning for the City of Fullerton, comprising of condition assessments for asset management risk analyses, including On-Call Modeling Services. Evaluations were focused on the City's groundwater water supply and water quality to meet various water demand projections, including maximizing existing groundwater supplies. In addition, the project developed an Asset Management Program based on risk analyses prioritizing a 20-year capital improvement plan.

Indian Wells Valley Groundwater Authority - Imported Water Pipeline Hydraulics | Indian Wells Valley Groundwater Authority | California City, California, United States | 2023-Present | Hydraulic Engineer

Mr. McKenzie served as the hydraulic engineer in charge of model construction for a proposed Imported Water Pipeline which aims to take water from a tank farm and deliver the water over 50 miles of 24-inch pipeline with three booster pump stations lifting the water up to a regulating reservoir, where it will then flow by gravity down to a blending tank for distribution. The project involved identifying a servicing strategy, locating the booster pump stations, sizing the pumps for three different flow conditions, ranging from 6 up to 14 cfs, locating pressure reducing stations, as well as doing a hydraulic transient analysis of the system to evaluate surge mitigation equipment needed. The transient analysis sized hydropneumatic surge tanks to mitigate transient conditions due to a power failure at the pump stations.

# 2018 Comprehensive and Water Distribution Master Plans Update | Arcadis US, Inc. | Columbus, Ohio, United States | Hydraulic Transient Analyst

The City's model is composed of 3,370 miles of pipe, about 21,000 nodes, 15 service districts, 27 pump and booster stations, 38 water storage tanks and serves a population of 1.2 million with an average day demand of 140 MGD. As part of the Master Plan, Stantec is completing a hydraulic transient analysis on four of the City's pump stations, the largest of which has a 90 MGD capacity, to determine transient pressures within the service districts served by each pump station. Fletcher worked on a modeling plan, which included recommendations to skeletonize the model for the transient analysis. The modeling plan also listed key assumptions such as boundary conditions, performance criteria (minimum and maximum transient pressures), and identified the transient analysis scenarios to be completed. Fletcher then executed the modeling plan and incorporated it into a final report documenting the transient analysis and recommendations. Recommendations included some follow-up testing at key locations with high-speed pressure transmitters; and

Recommendations included some follow-up testing at key locations with high-speed pressure transmitters; and depending on the results, considering adding air chambers and surge-suppression combination air vacuum valves at key locations in the system.

## Thornton Integrated Master Plan\* | City of Thornton | Thornton, Colorado | Lead Modeler

Served as task lead for the water distribution system master planning part of the integrated master plan, looking at raw water, water treatment, water distribution, and wastewater collection from 2018-2065 (buildout). Responsibilities included hydraulic model review, defining the performance criteria of the system, projecting minimum day, average day, and maximum day demands for four different planning periods, and finally creating proposed capital improvement projects in order to plan for system improvements through buildout. The analysis also looked at three different supply scenarios each with up to three emergency conditions simulating treatment outages. This analysis intended to find the most effective solution to expand the system taking into account the full life cycle, from raw water, treatment, distribution and wastewater collection.

# City of Aurora Wastewater Master Plan\* | City of Aurora | Aurora, Colorado | Project Engineer

Assisted with development of a system wide all pipes hydraulic model using InfoSewer. The evaluation included analyzing the impacts and needed system upgrades to accommodate future planned growth; as well as existing system evaluation, unit cost development, and timing recommendations for future CIP projects.

#### Antelope Valley-East Kern (AVEK) Water Agency High Desert Water Bank Project | Antelope Valley-East Kern Water Agency | Palmdale, California | Hydraulics Engineer

The proposed system is planned to consist of two modes of operation: a Delivery mode in wet years to supply recharge basins from the East Branch and a Return mode in dry years to pump water back to the East Branch, utilizing a common backbone of piping for both modes. The purpose of this hydraulic analysis was to confirm pipe and pump sizes, flow rates, pipe velocities, as well as pressure rating for the HDWB Delivery and Return Systems. Additionally, a preliminary hydraulic transient analysis (HTA) was done looking at power failure conditions resulting in pump trips, as well as normal startup and shutdown events. The preliminary transient recommendations were to utilize a standpipe or surge suppression combination air vacuum valve at the high point of the system and select a piping material capable of withstanding full vacuum pressure.

#### San Fernando Groundwater Remediation Project -Hydraulic Transient Analysis | Los Angeles Department of Water & Power | Transient Analyst

Fletcher served as the hydraulic transient analyst for the Tujunga and North Hollywood Treatment Plants, which are comprised of various wells that pump to a treatment plant, which is going to be upgraded. The project was being executed as a design build in partnership with Kiewit Corporation, and was therefore on an accelerated schedule to begin construction. Mr. McKenzie's analysis found that during a power failure event with all wells operating, negative pressures could exceed the manufacturer's recommended limits for some of the treatment equipment. He then sized and located a bladder style air chamber, including specifying an initial gas precharge pressure and tank connection size, to mitigate the downsurge from a pump trip event and maintain positive pressure at the equipment of interest.

#### Potable Water System Hydraulic Model and Master Plan Update, City of Henderson, Nevada | City of Henderson | Henderson, Nevada | Hydraulics and Transient Engineer

This project consisted of conducting a hydraulic transient screening analysis for the City of Henderson's Potable Water Distribution System. The existing potable water system is an Innovyze InfoWater model consisting of over 80,000 pipes and nearly 30 pump stations, which was calibrated to the existing conditions.. In addition to the hydraulic transient screening, Mr. McKenzie performed hydraulic modeling to assess water age conditions in the City of Henderson water distribution system. The study objective was to evaluate water age across the City distribution system under average and minimum day demand conditions, in which increasing water age is a proxy for an increase in trihalomethanes (THMs). Recommendations included seasonal adjustments to reduce storage volume, such as reducing the low set point of the tanks in lower demand periods (while maintaining minimum fire flow volumes) in order to increase the tank turnover; THM aeration, and bottle tests to confirm unique THM reaction rates and formation potential.

Connie is an environmental engineer and project manager with 11 years of experience. Connie focuses on water and wastewater treatment design, pump station and conveyance design, and water quality studies and analysis. As a project engineer and project manager for Stantec, Connie works with the water and wastewater treatment group on drinking water, wastewater, water recycling, and water reuse studies and treatment design, pump station designs, plant-scale renovation feasibility studies and water quality studies. Connie is internationally experienced, working on projects in Peru and Ethiopia as well as in the United States.

#### **EDUCATION**

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

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

#### **CERTIFICATIONS & TRAINING**

ENV SP, Envision Specialist, Institute for Sustainable Infrastructure

#### **REGISTRATIONS**

Registered Civil Engineer #0053874, State of Colorado

#### PROJECT EXPERIENCE

Orange Grove Boulevard Pipeline Design | Pasadena Water and Power | Pasadena, California | Project Engineer

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

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

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

## Water System Master Plan | City of Orange | Orange, California | Water Quality Engineer

Connie assisted the master planning team with several evaluations of the water distribution systems current water quality and future impacts, including analysis of sampling stations and source water quality constituents. Water quality issues were addressed including water age analyses, identifying any deficiencies, and improving movement of water from wells and other sources.

## Water System Master Plan | City of Fullerton | Fullerton, California | Water Quality Engineer

Connie assisted the master planning team with several evaluations of the water distribution systems current water quality and future impacts, including analysis of sampling stations and source water quality constituents. Water quality issues were addressed including water age analyses, identifying any deficiencies. Regulatory evaluations and impacts were conducted to consider future supply source improvements that may be needed.

# Water Master Plan Update | City of Manhattan Beach | Manhattan Beach, California | Project Manager

Connie assisted the master planning team with several evaluations of the water distribution systems current water quality and future impacts, including analysis of sampling stations and source water quality constituents. Water quality issues were addressed including water age analyses, identifying any deficiencies. Regulatory evaluations and impacts were conducted to consider future supply source improvements that may be needed

#### Graves Reservoir and Wellhead Water Treatment Engineering Services During Construction | City of South Pasadena | South Pasadena, California | Project Engineer and Project Manager

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

# Water Supply Master Plan | Casitas Municipal Water District | Oakview, California | Project Engineer

Connie is developing potential water supply projects to increase the portfolio of water sources for CMWD as well as the flow rate in order to reduce overuse of water from Lake Casitas. One project entails converting an area of homes on septic tanks to sewer while the other involves routing desalinated water from Santa Barbara to the Casitas Service Area.

# Wastewater Treatment Plant Master Plan | City of Arvin | Arvin, California | Project Engineer and Project Manager

Connie was the project manager and project engineer for a master plan to upgrade the wastewater treatment plant to remove nitrogen. The recommendation included converting an Orbal to a membrane bioreactor and disposing the effluent in ponds on site. This project completed on time and on budget.

# Fecal Sludge Treatment Reference Book | Bill and Melinda Gates Foundation | Southeast Asia | Process Engineer

Connie worked as a process engineer as a contributing author to produce a reference book on the selection and design of fecal sludge treatment processes for a global audience. The book covers planning, operational consideration, process fundamentals, and process design.

#### Fecal Sludge Management Knowledge Exchange Twinning Program | Bill and Melinda Gates Foundation | Southeast Asia | Deputy Program Manager

Connie was the deputy program manager for a knowledge exchange program funded by the Gates Foundation, benefitting the countries of India, Nepal, Bangladesh, and Indonesia. The program sent participants from these countries to learn from successful FSM programs in various countries in South Asia in order to advance sustainable FSM programs through collaborate, knowledge-sharing, and action-oriented partnerships. Connie assisted in overseeing the organizing committee for the program and working on the budget.

#### Enlozada Wastewater Treatment Plant at Cerro Verde Peru | Freeport McMoran | Arequipa, Peru | Project Engineer

The WWTP utilizes primary clarification, trickling filter/solids contact, secondary clarification, and effluent disinfection. Connie translated drawings and documents between English and Spanish, reviewed manufacturer and construction phase submittals, participated in client meetings, prepared permitting documents, revised calculations, and prepared the O&M manual.

## CC Williams Wastewater Treatment Plant | Mobile Area Water and Sewer Service | Project Engineer

Connie worked on the pre-design for the primary clarifiers for this project consisting of a pre-design to the headworks and primary clarifiers at the wastewater treatment plant. The pre-design included coordination with the concurrent master planning activities which included site and facility planning. The work also involved alternatives analysis for bar screens, grit removal technologies, primary clarifiers, and a primary effluent pump station.

# Springwood Booster Pump Station | California American Water | Newbury Park, California | Project Engineer and Project Manager

Connie was the project manager and project engineer for a neighborhood booster pump station design. This project had many challenges and ultimately did not go forward due to lack of space and electricity at the pump station location.

# WRP 10 Secondary Effluent Pump Station | Coachella Valley Water District | Coachella Valley, California | Project Engineer and Project Manager

Connie is a project engineer and the project manager for the engineering services during construction of a secondary effluent pump station to store and convey secondary effluent for percolation as well as tertiary filter backwash for treatment. Connie is managing, coordinating, and providing review of submittals and requests for information for the Contractor as well as managing the budget. Construction of the project is currently approximately 10% complete.

#### White Water River channel Replenishment Ponds | Coachella Valley Water District | Coachella Valley, California | Project Engineer and Project Manager

As project engineer and project manager, Connie is involved in the design of three replenishment ponds and conveyance to percolate Colorado River water into the White Water River Channel.

#### Well 7991 Arsenic Removal Alternatives Analysis | Coachella Valley Water District | Palm Desert, California | Process Engineer

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

Vanessa has experience in the development and implementation of multidisciplinary water resources projects throughout California. She served as project manager, technical lead, and engineer for numerous multi-objective water resources planning studies of surface and groundwater systems. Her experience includes management and development of integrated water resources management plans and programs, including integration and prioritization of regional projects for flood management, water supply, ecosystem restoration, and related objectives. She has specialized expertise in the operation and management of the State's major water resource projects, including Sacramento and San Joaquin Valley flood control systems, the Central Valley Project (CVP), and the State Water Project (SWP). Her broad planning experience also includes comprehensive flood management studies, water transfers and associated laws and regulations, recycled water studies and projects, conjunctive water management, computer modeling of surface water hydrology and project operations, watershed management, data collection and analysis, permitting, and grant writing.

#### **EDUCATION**

MS, Civil Engineering, University of California Davis, Davis, California, 1994

BS, Biomedical Engineering, Northwestern University, Evanston, Illinois, 1991

#### REGISTRATIONS

Professional Engineer #C57514, State of California

#### PROJECT EXPERIENCE

Regional Water Reliability Plan (RWRP) and WaterSMART Regional Drought Contingency Plan (RDCP) | Regional Water Authority | California | Project Manager

The Regional Water Authority's (RWAs) 2013 strategic plan called for development of the Regional Water Reliability Plan (RWRP) to identify the most promising regional opportunities to improve long-term water supply reliability. This effort included a vulnerability assessment, development of mitigation and response actions, characterization of the conjunctive use potential in the North and South American River groundwater basins, development of a high-level framework for conjunctive use opportunities, conduct of stakeholder and public involvement activities, preparation of the RWRP, and project management. RWRP development includes concurrent development of the WaterSMART-funded RDCP that covers portion of the RWRP study area for some of the RWRP activities.

South County Recycled Water Master Plan Update | Santa Clara Valley Water District | San Jose, California | Project Manager

Vanessa led the study update to improve management of surface water and groundwater resources within the District's wholesale service area and potentially outside its current service area through collaboration, consolidations or other actions improve its water supply reliability. This effort included development of a screening methodology and criteria; identification of potential water management options; both a high-level evaluation and screening of those options and a refined evaluation of retained options; development of the scope for the next phase of work (feasibility study); outreach; and project management.

Sacramento Valley Water Management Program (Phase 8) | Yuba County Water Agency | California | Project Engineer

Vanessa worked with Yuba County Water Agency (YCWA) to implement its Groundwater Production Pilot Project. The objective of the Pilot Project is to develop the yield necessary for YCWA to meet its commitment under the Sacramento Valley Water Management Agreement. She assisted YCWA in formation of a Yuba County Water Advisory Committee and development of the Yuba County Groundwater Management Plan.

#### American River Basin Regional Conjunctive Use Program (ARBCUP) | American River Basin Regional Conjunctive Use Program (ARBCUP) | California | Project Manager

Vanessa oversaw the Proposition 13 grant application for the Regional Water Authority (RWA) American River Basin Regional Conjunctive Use Program (ARBCUP). She coordinated and participated in the data gathering, technical (including engineering, water source and supply, and hydrogeology), and economic analyses, documentation of environmental compliance, document development, and document production. This application resulted in an award of \$21.67 million from the DWR.

#### American River Basin Integrated Regional Water Management Plan | Regional Water Authority/Sacramento County Water Agency/U.S. Army Corps of Engineers | Sacramento, California | Project Manager

Vanessa actively assisted with the American River Basin Integrated Regional Water Management Plan (ARB IRWMP)—a logical extension of the planning efforts previously conducted in the region. An IRWMP is a comprehensive planning document prepared on a regionwide scale that identifies priority water resources projects and programs with multiple benefits. Vanessa assisted with specific and focused local and sub-regional planning efforts for its foundation, and helped investigate a broad spectrum of water resources issues. These issues included water supply, flood management, water quality, environmental restoration, environmental justice, stakeholder involvement, and far-reaching community and statewide interests. She participated in ARB IRWMP plan updates designed to address evolving regional issues and needs, as well as the ARB IRWMP implementation of the 2013 plan update.

# Lower Yuba River Accord & Supporting Efforts | Yuba County Water Agency | Yuba County, California | Project Manager

Vanessa oversaw Yuba County Water Agency's (YCWAs) Accord process. She coordinated and supported a strategic management team, and tracked schedules, budgets, and work projects. Vanessa coordinated with CEQA/NEPA lead agencies, responsible agencies, and public involvement efforts. She also participated in other accord-related activities (e.g., technical, legal, policy, management, public involvement, environmental, regulatory compliance, and conjunctive use program activities).

## Purified Water Feasibility Project | Confidential Client | California | Project Manager

Vanessa oversaw a feasibility study of indirect potable reuse. She conducted the feasibility study, and produced technical memoranda and a summary report. The topics evaluated included: projected water supplies and demands, groundwater injection and extraction capability, purified water facilities, environmental and regulatory considerations, public acceptance, potential purified water supply, opinions of probable cost, and future reassessment of purified water.

#### Central Valley Project Improvement Act (CVPIA), Programmatic Environmental Impact Statement (PEIS) | U.S. Bureau of Reclamation | Mid-Pacific Region, California | Project Engineer

Vanessa conducted surface water hydrology modeling. She participated in the Programmatic Environmental Impact Statement (PEIS) analysis of the October 1999 final decision on implementation of section 3406(b)(2) of the CVPIA. This included the final accounting method for the water dedicated under (b)(2), and a policy for use of the water. Vanessa assisted in the development of a process for the PEIS analysis, developed a document describing the process and schedule, conducted the analysis, and presented the results. She also participated in the refinement of alternatives. Vanessa co-authored several sections of the administrative draft, draft, supplement to the draft, and final PEIS documents and technical appendices. She also coordinated production of these documents including incorporating agency comments; coordinating document revisions with authors; supervising a staff composed of engineers, scientists, technical editors, graphic artists, and word processors; and document reproduction.

# California Water Plan Update 2018 | DWR | California, United States | Project Manager

Vanessa supported DWR with development of the Sustainability Outlook (Outlook) as part of the Update 2018 effort. The Outlook will be a framework for using data (indicators) to help assess progress toward achieving desired results (intended water and related resource outcomes) and may be used by water management decision makers to foster greater understanding of how California manages water resources and better inform actions to be taken. This effort included gathering and evaluating existing and available information on sustainability indicators and associated data, drafting Outlook descriptions for inclusion in Update 2018, and determining next steps for Outlook development.

#### 2015 Integrated Regional Water Management Implementation Grant Application Regional Water Authority | Southern California, California, United States | Project Lead

Vanessa was the project lead for the preparation of a funding proposal under the DWR 2015 Integrated Regional Water Management Implementation Grant Solicitation. This grant proposal included 4 projects to be implemented by 4 local agencies with \$3.5 million in total project costs. Project types included a raw water intake with increased reliability, hexavalent chromium treatment for a drinking water well, increase production and energy efficiency for a groundwater well, and regional water conservation measures. This application resulted in an award of \$1.8 million from DWR.

Umesh brings experience specializing in project and program management--from engineering to construction, operations, maintenance, and commissioning. Prior to joining Stantec, he worked for the Chino Basin Municipal Water District/Inland Empire Utilities Agency for six years, and the Orange County Sanitation District (OCSD) for 22 years. Based on his project management and wastewater process experience, he is a catalyst for creative team collaboration, focusing on the health of the project. In addition to managing project schedules, costs, quality, and scope he will address and resolve change orders quickly to minimize project impact. By anticipating potential gaps and challenges early, Umesh is able to mitigate risks and resolve conflicts with contractors, consultants, management, and/or stakeholders. His approach adopts clear and concise communication with stakeholders to regularly consult, obtain approval, share information, and provide reports as needed. Umesh will proactively facilitate management and project teams in the decision-making process, to avoid project delays. He is committed to fair negotiations with contractors and consultants to address changes or deviations and resolve procurement issues with vendors as these arise.

#### **EDUCATION**

MS, Civil/Environmental Engineering, Texas Tech University , Texas, United States, 2021

BS, Civil Engineering, Bangalore University, Bengaluru, 2021

#### REGISTRATIONS

Registered Civil Engineer #55916, California Board for Professional Engineers, Land Surveyors, and Geologists, 1996-07-26

Certified Air Permitting Professional ## A1608, South Coast Air Quality Management District

Project Management Professional (PMP)® #54873, Project Management Institute

#### PROJECT EXPERIENCE

Roemer WFF Expansion Project | West Valley Water District

Umesh is part of the team for the progressive design build project for the Roemer plant capacity expansions project from 14 mgd to over 21 mgd.

Digester Ferric Chloride Rehabilitation at Plant 2\* | Orange County Sanitation District | Orange County, California | Lead Project Manager

The design and construction for this ferric chloride feed system to the primary and secondary sludge feed to the digesters included the ferric chloride tanks, concrete pads, chemical distribution system, and pumps. Umesh optimized usage of chemicals used in the primary clarifiers and the sludge feed and reduced usage of ferric chloride in the plant.

Sludge Dewatering and Odor Control at Plant 1\* | Orange County Sanitation District | Orange County, California | Lead Project Manager

By using a wall instead of a tunnel, Umesh implemented a \$6 million cost savings during design to support major piping, restore an existing bleach station, and construct a partition wall to keep the east perimeter road open.

Rehabilitation of Digesters at Plant 1 and Plant 2 \* | Orange County Sanitation District | Orange County, California | Lead Project Manager

The project scope encompassed rehabilitating seven digesters at Plant 2 and 14 digesters at Plant 1. Project elements included digester cleaning, and replacement of mixing pumps, piping, heat exchangers, control panels, and MCCs. Umesh prepared construction sequencing plans to reduce construction delays and minimize operational and regulatory issues. He also prepared and implemented a change management plan to manage corrosion-related concrete and steel repairs and minimized change orders. Construction cost was \$35 million.

Secondary Effluent Pump Station at WRP 10 | Coachella Valley Water District | Coachella Valley, California | Lead Project Manager

Umesh is providing engineering services during construction for this project that consists of a 7-MGD pump station to pump secondary effluent to the reclamation ponds.

#### On-Call Agreement Task Orders | Metropolitan Water District of Southern California | California | Lead Project Manager

Provide engineering assistance as needed to advanced water treatment operations and maintenance.

# Filtrate Pump Station Improvements | City of Palm Springs | Palm Springs, California | Lead Project Manager

This project involved the design and construction of a filtrate pump station that includes flows from the sludge drying beds, DAFT, and centrifuges.

#### Headworks Improvements at Plant 2\* | Orange County Sanitation District | Orange County, California | Lead Project Manager

The construction of this new headworks facility included odor control facilities, screening facility, grit washers and compactors, electrical building, the chemical feed facilities, and relocating incoming trunk lines. Umesh improved coordination with contractors, thus reducing the commissioning time by one year. The project received the 2014 CMAA achievement award in the practice of construction management.

# Effluent Pump Station Annex at Plant 2\* | Orange County Sanitation District | Orange County, California | Lead Project Manager

This project included the design and construction of a 300-MGD pump station. Project elements included the influent channels, pump station, electrical rooms, and the standby power facility. Umesh prepared and implemented a commissioning plan to reduce the construction duration by six months.

# Asset Management Projects\* | Orange County Sanitation District | Orange County, California | Program Manager

Umesh managed 45 small projects, in the range of \$50,000 to \$8 million, to resolve operations and maintenance issues and to defer construction of capital improvement projects. Project locations include the liquid streams, solids processes, odor control units, pump stations, and the energy recovery facilities.

#### Diamond Bar Pump Stations | Los Angeles County Department of Public Works | Los Angeles County, California | Lead Project Manager

For the design and construction of the Fountain Springs Pump Station and the Indian Creek Pump Station in the City of Diamond Bar, Umesh is working on a daily basis with the County's O&M staff.

# Bypass Plans for OCSan Pump Stations\*\* | Orange County Sanitation District | Orange County, California | Lead Project Manager

As an Engineering Supervisor for OC San, Umesh and his team prepared flows, flow patterns, and emergency bypass plans for all pump stations in the service area during power outages or mechanical failures. Umesh collaborated with the collections' manager, supervisor, and staff to accomplish this task.

# Effluent Pump Station Annex (EPSA) at Plant 2 | Orange County Sanitation District (OC San) | Orange County, CA | USD 35M | Lead Project Manager

This \$35 million project included the design and construction of a 300-mgd pump station for the secondary effluent in the City of Huntington Beach. Project elements include the wet-well, influent channels, pump station, electrical rooms, and the standby power facility. Umesh prepared and implemented a commissioning plan to reduce the construction duration by six months.

# 15th Street and A Street Pump Stations | Orange County Sanitation District (OC San) | Newport Beach, CA | USD 12M | Lead Project Manager

Umesh was responsible for the \$12-million design and construction of two wastewater pump stations on the busy stretch of Balboa Boulevard. This work included a dry well, wet well, and electrical rooms for the pumps. Challenges encompassed working with the neighbors, city, and schools, as well as issues such as dewatering, soil contamination, and settlement during construction. The pump stations met all NFPA requirements and had minimum impact to the residents and businesses in the community.

#### Replacement of Critical Valves at Main Street Pump Station and Bypass Valves at McArthur Pump Station | Orange County Sanitation District (OC San) | Orange County, CA | Program Manager

Two pump stations with capacities ranging from 8-MGD to 30-MGD had issues with major valves (12-inch to 24-inch) that needed replacement. Umesh strategized construction methods, bypass methods, and coordinated with stakeholders to complete the project without setbacks or delays.

#### Headworks Improvements at Plant 2 | Orange County Sanitation District (OC San) | Orange County, CA | USD 200M | Lead Project Manager

The construction of this \$200 million new headworks facility included the main headworks pumping station (200 MGD), odor control facilities, screening facility, grit washers and compactors, electrical building, the chemical feed facilities, and relocating incoming trunk lines. Umesh improved coordination with contractors reduced the commissioning time by one year. The project received the 2014 CMAA achievement award in construction management.

# Pump Stations | Los Angeles Department of Public Works | Diamond Bar, CA | Lead Project Manager

Umesh led the design and construction of the Fountain Springs Pump Station and the Indian Creek Pump Station in the City of Diamond Bar. He is working routinely with the County's O&M staff to resolve current issues and in the pre-design of the new pump stations.

Steven specializes in the structural design and analysis of various storage tank facilities, water/wastewater treatment plant structures with previous experience in the design of ozone contractors, filter structures, secondary clarifiers, pump stations, and other specialized structures. His design experience includes reinforced concrete, reinforced masonry, steel, stainless steel, and aluminum. Additionally, Steven has designed and analyzed modifications to treatment plant structures and regularly creates finite element models for structural analysis. Beyond structural design, he has experience with concrete culvert inspection/observation, FEMA damage assessments, and engineering construction support.

#### **EDUCATION**

BS, University of California, Berkeley, Berkeley, California, United States, 2011

MS, University of California, Berkeley, Berkeley, California, United States, 2013

#### **CERTIFICATIONS & TRAINING**

ATC-20 Certified, Cal OES Safety Assessment Program, Cal OES, USA California, United States, 2016

#### REGISTRATIONS

Professional Engineer #C85554, California Board for Professional Engineers, Land Surveyors, and Geologists,

Professional Structural Engineer #S7109, California Board for Professional Engineers, Land Surveyors, and Geologists

#### **MEMBERSHIPS**

Member, Structural Engineers Association of Southern California

Project Team Member, Engineers Without Borders, USA

#### PROJECT EXPERIENCE

Rinconada Residuals Remediation Project | Valley Water | Los Gatos, CA | 2021 | Structural Design Lead

Design structural modifications to the existing solids handling system, including evaluating reuse of the existing belt press building, design of permanent platforms to support screw conveyors, and design of new reinforced concrete mixing tanks.

# City of Fullerton Water Master Plan Update | Fullerton, California | Project Manager

As part of the Water Master Plan Update Steven performed a visual inspection of the storage tanks, pump stations, and well facilities including preparation of a condition assessment report and evaluation used for comprising of condition assessments for asset management risk analyses for the asset management program and establishing a prioritized CIP.

# Forest Lawn 2.0 MG Steel Storage Tank | Forest Lawn | Hollywood Hills | Structural Design Engineer

Steven was the structural lead in preparing seismic analysis and sloshing wave height analyses for the proposed tank. Preliminary and final design of foundation was provided.

# Canyon Hills 1.0 MG Steel Storage Tank | Whitebird Development | Los Angeles | Structural Design Engineer

Steven was the structural lead in preparing seismic analysis and sloshing wave height analyses for the proposed tank. Preliminary and final design of foundation was provided.

# Delta Coves Reservoir and Pump Station\* | Diablo Water District | Oakley, California | Structural Designer

Mr. Wong assisted in the design of the 1.6 MG partially-buried strand-wound prestressed concrete tank. The tank-within-a-tank design sought to provide redundant storage options in a compact footprint. He conducted finite element analysis on the tank slab to take into account the effect of the inner tank, significant flood uplift forces, and tie-downs on the design. Mr. Wong also coordinated with the geotechnical engineer to design the reinforced concrete tie-downs to resist buoyant flood forces.

# Lindley Reservoirs | City of Escondido | Escondido, California | Structural Design Engineer

Steven designed two buried 1.5-2.0MG prestressed concrete reservoirs on a hillside. The design included high seismic loads and significant differences in grade between the uphill and downhill sides of the reservoirs. He incorporated shear keys/blocks to prevent sliding of the tank for various fill conditions of the tank.

#### Randall-Bold Water Treatment Plant Chemical Storage Improvements | Contra Costa Water District | Oakley, California | Lead Structural Engineer

Steven evaluated and detailed seismic retrofits for the horizontal steel chemical tanks at the Randall-Bold WTP tank farm. The retrofit design will allow for the chemical tank supports to resist current code-level seismic forces and added ductility if the supports get over-stressed.

#### Plant Capacity Expansion Project | South County Regional Wastewater Authority | Gilroy, California | Structural Design Engineer

Steven designed the two-story expansion to the solids handling building, containing two 20,000-pound screw presses on the second floor and designed of concrete shear walls in one direction and steel moment frames in the other. The design of the building was constrained by the layout and geometry of the existing building immediately adjacent to it. Steven also designed the two-story concrete blower/electrical building. The design of the blower/electrical building included accommodating the high torsional loads due to the multitude of large louver openings required.

Bollman Water Treatment Plant Chemical Storage Improvements | Contra Costa Water District | Concord, California, United States | Lead Structural

East Cherry Creek Valley Northern Water Treatment Plant Phase II Expansion\* | East Cherry Creek Valley Water and Sanitation District | Colorado | 2018 | Structural Designer

Mr. Wong designed the reinforced masonry chemical storage building that included several separated containment areas for the various treatment chemicals. The design included extensive drainage trenches in the concrete mat slab and multi-directional joist layout.

#### Del Valle Water Treatment Plant Ozonation Project\* | Livermore, California | 2017 | Structural Design Engineer

Steven designed the reinforced concrete ozone contactor structure. Design included analyzing hydrodynamic loading in the complicated geometry of the dual-treatment-train structure with multiple under- and over-flow baffle walls.

#### Patterson Pass Water Treatment Plant Ozonation Project\* | Livermore, California | 2018 | Structural Design Engineer

Steven designed the new filter structure and attached electrical and blower rooms. Design included analyzing hydrodynamic loading within the filter cells and in the applied water channel above the filter gallery. The structure incorporated various changes in elevation throughout its length and width, with the filter gallery, filter cells, waste washwater channels, electrical room, and blower room all at unique elevations but directly connected in the structure.

# Chemical Storage Safety Improvements Project | EBMUD | Various WTPs | 2018-Present | Structural Design Engineer

Mr. Wong provided structural design and analysis of roof modifications, which included 3 new large openings, sized to remove large chemical storage tanks out, overhead by crane. He also analyzed the existing tank anchorages and the supporting elevated concrete slabs for feasibility of tank replacement and meeting more stringent building code requirements.

#### New Maintenance Facility Project | South County Regional Wastewater Authority | Gilroy, California | Structural Design Engineer

Steven helped design the various structural retrofits to the existing reinforced masonry building that were necessary to allow for an old equipment building to be used as a plant maintenance building. The retrofit design included thickening shear walls, adding steel collector elements, and drilled pier foundations.

# Water Treatment Plant Retrofit Progressive DB - Seismic Assessment and Retrofit | City of Lewiston | Lewiston, ID | 2021 | Structural Retrofit and Design Engineer

Following a preliminary structural evaluation (ASCE 41, Tier 1) to determine potential deficiencies in the combined clearwell and finished water pump station structure, Steven analyzed each identified risk to determine the extent of retrofit required, if needed. His efforts resulted in a report outlining which deficiencies posed a risk to the structure and recommended retrofit options.

#### East Cherry Creek Valley North and South Booster Pump Stations Phase II Expansion\* | East Cherry Creek Valley Water and Sanitation District | Boulder, Colorado | 2017 | Structural Designer

Mr. Wong designed the new reinforced masonry pump stations at both the north and south booster pump station sites. One site consisted of poor soil conditions and required a deep foundation system of grade beams and concrete piles, and the other was founded on a concrete mat. Each of the structures contained a pump process room and an electrical room with differing roof heights and the potential for high snow drift loads.

# Los Angeles World Airport North Central Outfall Interceptor\* | Los Angeles World Airport | Los Angeles, California | 2016 | Structural Design Engineer

Steven designed a new pump station that was constructed at the bottom of a detention basin and a buried junction structure at a new connection from the detention basin into an existing 10ft diameter concrete outfall sewer pipe. The junction structure was designed to minimize load transfer into and modifications of the existing outfall pipe due to the unknown condition of the pipe.

#### Meridian Pump Station Upgrade | City of Beaverton | Beaverton, OR | USD 2.7M | Structural Design Engineer

Steven designed the reinforced masonry pump station building that housed three vertical turbine pumps. The building was founded on poor soil conditions and the foundation design included detailing micropile supports around the pump cans and other subgrade piping.

# **Stantec**

Stantec is a global leader in sustainable architecture, engineering, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.

## EXHIBIT "2"

TO

# TASK ORDER NO. 1 COMPENSATION

Per the attached Fee proposal



# REVISED FEE ESTIMATE - Water Master Plan Update

						Total	\$5,600	\$7,280	\$24,332	\$3,736	\$12,232	\$29,968	\$39,474	\$29,732	\$23,096	\$15,008	\$31,642	\$67,608	\$289,708		\$10,010	\$25,416	\$35,426
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## EXHIBIT "3"

TO

# TASK ORDER NO. 1 SCHEDULE

Schedule to be determined by District staff.