



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

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

Tuesday, June 30, 2026, 5:00 PM

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

BOARD OF DIRECTORS

**Director Gregory Young, Chair
Director Estevan Bennett**

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

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

CALL TO ORDER

PUBLIC PARTICIPATION

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

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

PRESENTATIONS

DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee
2. Minutes of the May 26, 2026, Special Committee Meeting **PG 5**
3. Partial Retention Release with PCL Construction Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project **PG 9**
4. Professional Services Agreement with Michael Baker International, Inc, for New Groundwater Production Well 36A **PG 11**

ADJOURN

Please Note:

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

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

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on June 25, 2026.

Kara Johnson

Kara Johnson, Acting Board Secretary

Date Posted: June 25, 2026

MINUTES
ENGINEERING, OPERATIONS AND PLANNING
SPECIAL COMMITTEE MEETING
of the
WEST VALLEY WATER DISTRICT
MAY 26, 2026

I. CALL TO ORDER

Chair Young called the Engineering, Operations and Planning Committee meeting to order at 5:00 p.m.

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

II. PUBLIC PARTICIPATION

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

III. DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee

Director of Engineering Welborn provided update on Owners Agent onboarding of OCMI for the New Headquarters Project.

Director of Operations Chan provided updates on recent fire hydrant line break, stolen backflow devices and impact, backflow requirements for residential lots with pools, and status of the spreading agreement with the County for Cactus Basins.

Assistant General Manager Jadeski provided updates on the increase in the Table A allocations for State Project water to 45%, which will increase water to be treated at Roemer, spring water levels in the Rialto-Colton Basins, and the anticipated cost for Encanto Water from San Bernardino City from \$240 to \$606 per acre-foot.

General Manager Thiel provided update regarding the southern service area service yard and investigation into the need for additional resources for operations.

2. Minutes of the April 29, 2026, Special Committee Meeting

Committee approved the minutes as presented.

3. 2025 Water Quality Report

Director of Operations Chan presented the staff report.

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

RESULT: REFERRED TO BOARD
Next: 06/04/2026 6:00 PM

4. Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, LLC for Tract 20407 East Sycamore

Director of Engineering Welborn presented the staff report.

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

RESULT: REFERRED TO BOARD
Next: 06/04/2026 6:00 PM

5. Quickclaim for an Overlying Easement on APN 0239-031-52 and 0239-031-56 for Tract 20407 East Sycamore

Director of Engineering Welborn presented the staff report.

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

RESULT: REFERRED TO BOARD
Next: 06/04/2026 6:00 PM

IV. ADJOURN

Chair Young adjourned the meeting at 5:31 p.m.

ATTEST:

Kara Johnson, Acting Board Secretary

Minutes were approved on _____ by the Engineering, Operations and Planning Committee of the West Valley Water District.



STAFF REPORT

DATE: June 30, 2026

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Partial Retention Release with PCL Construction Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; Objective 1A - Increase System Capacity for Anticipated Growth; Objective 1B - Assess, Repair, Replace, Upgrade Aging Infrastructure; Objective 1C - Provide Effective Source Water Treatment

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices; Objective 5B - Explore Innovative Solutions and Implement When Feasible and Cost-Effective

MEETING HISTORY:

N/A

BACKGROUND:

In public works contracts, retention refers to a small percentage of each progress payment that the District withholds from the contractor until the project is substantially complete and all contract requirements are satisfied. The purpose of retention is to provide assurance that the contractor completes the work in accordance with the plans and specifications, resolves any deficiencies or punch-list items, and submits all required closeout documentation. Once the work is completed and accepted by the District, the retained funds are released, ensuring both accountability and protection of public funds during project delivery.

In October, 2020 the Board of Directors authorized the award of a Contract for the Construction of the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project to PCL Construction, Inc. Since then, staff, PCL, and various subcontractors have worked collaboratively to construct the project. This project is nearing completion. PCL has leveraged numerous subcontractors to complete various components of the project.

The contractual arrangements with PCL's subcontractors included a pass-through withholding of retention of 5% until the project was accepted by the District, at which point, the District would release funds to PCL and PCL would in turn release withheld retention to their subcontractors. At present, the District has a retention balance in the amount of \$2,715,292.60, following a previous release of partial retention.

In April 2026, the Board approved a partial retention release with PCL related to subcontractor retention for \$324,885.33.

DISCUSSION:

PCL has requested that the District consider another partial release of retention funds associated with work completed by subcontractors that was satisfactorily completed and already being beneficially used by the District. Staff reviewed the proposed subcontractors' retentions and removed subcontractor withholdings for items that have minor punch list items remaining. The recommended subcontractor partial retention release includes retentions for the following subcontractors:

Organization	Description	Retention Amount
All American IronWorks	Furnish and Install Pre-Engineered Building	\$ 53,506.51
BEST INTERIORS, INC.	Framing and Drywall	\$ 19,200.15
FRANK S. SMITH MASONRY, INC.	CMU Install	\$ 11,022.88
EHC GROUP, INC.	Hollow Metal Doors Frames	\$ 2,722.63
ISEC, Inc.	Kitchen Casework and Lab Casework	\$ 7,183.35
PARADA PAINTING INC	Coatings and Paint	\$ 18,495.04
BEST CONTRACTING SERVICES, INC.	Standing Seam Metal Roofing	\$ 12,303.97
Allied Steel Co, Inc.	Supply and Install of Steel at Ops	\$ 8,400.00
Empire Waterproofing, Inc.	Liquid Dazzle Epoxy Floor Coat	\$ 1,549.24
ACCO	HVAC	\$ 81,515.95
Hardy & Harper	Site Paving	\$ 39,455.19
Estrada Hardware (EHC)	Metal Doors	\$ 4,165.25
Gonsalves & Santucci, Inc. dba CONCO	Concrete Finishing	\$ 3,057.41
COMMERCIAL INTERIORS ACOUSTICS,	Supply and Install of Acoustical Ceilings	\$ 1,064.40
SUPERIOR PAVEMENT MARKINGS, INC.	Pavement Markings	\$ 8,558.00
CRB SECURITY SOLUTIONS, INC	Security and Access Controls	\$ 567.79
	TOTAL	\$ 272,767.77

If approved the partial retention release would allow PCL to provide final compensation to their described subcontractors. The District would still retain \$2,442,524.83 of the overall project retention to ensure satisfactory completion of the project by PCL.

FISCAL IMPACT:

Throughout the completion of the project during the processing of payments to PCL the District has withhold 5% of each pay application in a separate retainage account. That account currently holds \$2,715,292.60, anticipated to be released to PCL once the project is accepted by the District. If approved this item will reduce the withheld retention by \$272,767.77.

REQUESTED ACTION:

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

1. Approve the partial release of retention with PCL Construction, Inc. for the amount of \$272,767.77.
2. Authorize the General Manager to execute all necessary documents.



STAFF REPORT

DATE: June 30, 2026

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Professional Services Agreement with Michael Baker International, Inc, for New Groundwater Production Well 36A

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; Objective 1A - Increase System Capacity for Anticipated Growth; Objective 1D - Fortify a Resilient Water Supply

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices; Objective 5A - Increase Operational Efficiency, Resiliency, and Reliability

MEETING HISTORY:

N/A

BACKGROUND:

The West Valley Water District's current 2020 Water Facilities Master Plan and 5-year Capital Improvement Program, delineates the essential infrastructure needed to augment the District's local groundwater and surface source supplies. This infrastructure includes groundwater supply wells, water treatment facilities, reservoirs, pump stations, distribution lines, and transmission lines.

Pressure Zone 4 is in WVWD's North System and supply is provided by wells 1A, 2, 4A, 5A, 7, and 8A. Currently, the six (6) active wells operate at a collected capacity of 12,860 gallons per minute (gpm) and wells 7 and 8A are capable of also supplying Zone 3. The Lord Ranch Facility is in the District's North System within Pressure Zone 4 of which three of the groundwater wells (Well No's 7, 8A, and 36) are also located at the site.

Well 36 is an existing inactive groundwater well within the Lytle Creek Basin. This well has a design capacity of 2,700 gpm and was originally drilled in 1988, which was removed from service in 2016 due to difficulty of maintaining water quality activity.

WVWD has been allocated \$959,757 in the Fiscal Year (FY) 2024 Congressional Appropriations which funding is administered through the Environmental Protection Agency's (EPA's) Community Grants program. The funding awarded to the District is intended for the construction drilling of the new production well.

Project W26017 was included in the District's Capital Improvement Plan for the FY25/26 year to evaluate, design and construct a new groundwater production well. The anticipated scope of work for the project will likely include preparation of well development documents, environmental assessment for compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), consider wellhead treatment, and construction support during drilling. This type of work requires specialty knowledge in hydrogeological design and modern well drilling methods.

DISCUSSION:

Staff issued a Request for Proposal ("RFP") to prepare a biddable construction package to perform engineering analysis for drilling and construction for the new groundwater production Well 36A. This RFP was posted on PlanetBids. The District received responsive proposals from two (2) consulting firms, Michael Baker International, Inc. (Michael Baker) and Albert A. Webb Associates. The proposals received included similar qualifications and technical expertise.

To determine the best value for the District, staff ensured that both 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 Michael Baker was the highest rated proposal. Staff began negotiations with Michael Baker to develop a draft Professional Services Agreement and enhance the proposed scope of work for design related services. Staff recommend deferring the engineering construction support to a future task order. Attached as **Exhibit A** is a Professional Services Agreement and Task Order No. 1 for Michael Baker including the proposal detailing the scope and cost of the proposed services.

FISCAL IMPACT:

The project is included in the five-year funding schedule for the Fiscal Year 2026/27 Capital Improvement Plan (CIP) Budget under Project No. W26017. Sufficient funds are available for the recommended activities described in Task Order No. 1 to perform the design phase in the amount of \$579,162.00.

REQUESTED ACTION:

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

1. Approve the attached Professional Services Agreement with Michael Baker International, Inc. in the amount of \$579,162.00 for the design services for W26017 – New Groundwater Well 36A Project; and
2. Authorize the General Manager to execute all necessary documents.

Attachments

[EXHIBIT A - PSA & TO No. 1 - Michael Baker.pdf](#)

EXHIBIT A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

MICHAEL BAKER INTERNATIONAL, INC.

TABLE OF CONTENTS

	Page
Section 1. Term of Agreement.....	1
Section 2. Scope and Performance of Services.	1
Section 3. Additional Services and Changes in Services.....	3
Section 4. Familiarity with Services and Site.	3
Section 5. Compensation and Payment.....	4
Section 6. Required Documentation Prior to Performance.	5
Section 7. Project Documents.	5
Section 8. Consultant’s Books and Records.....	6
Section 9. Status of Consultant.....	6
Section 10. Compliance with Applicable Laws and California Labor Code.	7
Section 11. Conflicts of Interest.....	8
Section 12. Confidential Information; Release of Information.	8
Section 13. Indemnification.	9
Section 14. Insurance.	10
Section 15. Assignment.	10
Section 16. Termination of Agreement.....	11
Section 17. Notices.	12
Section 18. General Provisions.....	12
Exhibit “A” Task Order	
Exhibit “B” Key Personnel	
Exhibit “C” Insurance	

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this _____ day of _____, 2026 (“Effective Date”) is by and between West Valley Water District (“District”) and Michael Baker International (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

(c) If a Task Order (as defined herein) is in effect at the expiration of the term of this Agreement, the term of this Agreement will automatically extend until Consultant completes the services under said Task Order, or until the Agreement is otherwise terminated, as set forth herein.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the District’s General Manager or Assistant General Manager, or their designee, (“Authorized Representative”) issue task orders (“Task Orders”) to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit “A” attached hereto and by this reference incorporated herein. The Task Order shall set forth: (1) the scope of services to be performed by Consultant; (2) the compensation to be paid to Consultant; and (3) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

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

- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel"). Consultant shall not substitute or remove Key Personnel without the prior written consent of District.
- 2.4** Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement in accordance with the Standard of Care. 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 at the same time and in the same locality as the Project (the "Standard of Care"). Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

- 2.5** Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the

reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay. Notwithstanding the foregoing, District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site

- 4.1** By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
 - (a) investigate and consider the services to be performed;

- (b) carefully consider how and within what time frame the services should be performed;
- (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
- (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order and maintain all required licenses during the performance of such Task Order.

4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

- 5.1** In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of the Task Orders. Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Consultant shall furnish District monthly with an original invoice for all services performed and expenses incurred under a Task Order during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3** District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement and the Task Order. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to

cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.

- 5.5 No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.
- 5.6 Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the District in advance, or actual subcontractor expenses of an approved subcontractor, and only if specified in the Schedule of Compensation. The Contract sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the District. Coordination of the performance of the work with District is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.

- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant's Books and Records.

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

Section 9. Status of Consultant.

- 9.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless

such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

- 9.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.
- 9.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws and California Labor Code.

- 10.1 Consultant shall exercise the Standard of Care to keep itself informed of and in compliance with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.
- 10.2 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- 10.3 If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and

1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

- 10.4** This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District

without prior written authorization from an Authorized Representative, except as may be required by law.

- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered “voluntary” provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant’s conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate reasonably 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 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 except to the extent caused by the negligence intentional acts, wrongful acts, or willful misconduct of District or its Representatives (as solely defined below).
- 13.2** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold District, its officers, directors and Representatives (“District Indemnitees”) harmless from and against third party claims, direct costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, direct damages, judgments, liens and direct expenses, including reasonable attorneys’ fees and disbursements (collectively, “Claims”) which may be made against the District Indemnitees to the extent

arising directly 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. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence willful misconduct, intentional acts, or wrongful acts 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. 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. In no event shall Consultant's total liability for indemnity under this Section 13 exceed Consultant's pro-rata share of all fault causing any injury or loss.

- 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, 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. In the event that Consultant materially defaults on any of its obligations under this Agreement, District shall provide written notice of such default and Consultant shall have no less than ten (10) business days from receipt of notice to cure such default. Should Consultant fail to cure within the time period, District may terminate this Agreement for cause upon written notice to Consultant.
- 16.2** Upon termination of this Agreement and following Consultant's receipt of final payment, all property belonging exclusively to District which is in Consultant's possession, including, but not limited to, Project Documents must be returned to District within ten (10) days of written request. District's use or reliance upon any incomplete, unfinished, or unverified work product or other documents of Consultant shall be at District's sole risk and without liability or exposure to Consultant. 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 where District is entitled to so terminate this Agreement as provided for herein. 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
Phone Number: (909) 875-1804

To Consultant: Michael Baker Internation, Inc.
Attention: Miles Costanza, PE
3536 Concoars Street, Suite 100
Ontario, CA 91764
(951)506-2086
Miles.Contanza@mbakerintl.com

**** 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 MICHAEL BAKER INTERNATIONAL, 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**

By _____
John Thiel, General Manager

CONSULTANT:

MICHAEL BAKER INTERNATIONAL, INC.

By _____
Name _____
Its _____

EXHIBIT A
TASK ORDER

SAMPLE

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this ____ day of _____, 2026 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

Board Secretary

CONSULTANT:

Vendor Name Here _____

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

SAMPLE

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

SAMPLE

EXHIBIT “3”
TO
TASK ORDER NO. 1

SCHEDULE

SAMPLE

EXHIBIT B

KEY PERSONNEL

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

Miles Costanza, PE, Associate Vice President

Christopher Alberts, PLS, Vice President / Project Principal

EXHIBIT C
INSURANCE

INSURANCE REQUIREMENTS

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

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

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

or self-insured retentions with respect to the District's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.

- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District's right to require compliance.

- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.

- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.

- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.

M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.

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

TASK ORDER NO. 1

Professional Services Agreement with Michael Baker International Inc., for Engineering Design services for the New Groundwater Production Well 36A (W26017).

This Task Order ("Task Order") is executed this _____ day of _____, 2026 by and between West Valley Water District, a public agency of the State of California ("District") and Michael Baker International, Inc. ("Consultant").

RECITALS

- A. On or about _____, 2026 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

By _____
John Thiel, General Manager

CONSULTANT:

MICHAEL BAKER INTERNATIONAL, INC.

By _____

Name _____

Its _____

EXHIBIT “1”

TO

TASK ORDER NO. 1

SCOPE OF SERVICES

The purpose of this scope of services is to provide Professional Services for Engineering Design services as outlined in the Request for Proposals (2026-03), dated April 1, 2026, for the New Groundwater Production Well 36A (W26017) and per the attached response proposal dated May 20, 2026.

Construction Support related services as outlined to be performed during the construction phase will be deferred to a future task order at the discretion of the District.

4. STATEMENT OF UNDERSTANDING AND APPROACH

General Understanding

This project will be delivered in four distinct phases:

Phase 1: Groundwater Well Research and Design

Phase 2: Groundwater Well Development and Testing

Phase 3: Well Equipping Design (following establishment of operating parameters)

Phase 4: Well Equipping Construction **DEFERRED**

Phase 1

The Groundwater Well Research and Design portion of the project includes design of a new production well in accordance with Title 22, CCR Section 64560 and applicable AWWA A100 standards, including seismic and well discharge requirements. This phase also includes the preparation of plans and specifications for demolition and removal of the existing Well 36 equipping improvements, including the existing pump and motor, discharge piping, and motor control panels.

Phase 2

Groundwater Well Development and Testing services will include review of contractor submittals and RFIs, observation of construction activities for contract document compliance, and operational coordination support during both the well drilling and development.

Phase 3

Well Equipping Design includes preparation of plans and specifications for pumping, mechanical, electrical, SCADA, and telemetry improvements associated with the new well facility. The design will incorporate PLC-based communications and integration with the District's SCADA Master Plan requirements. Improvements will also include associated site and civil improvements in the immediate vicinity of the well and a prefabricated well building designed to reduce noise and maintain architectural consistency with adjacent facility structures. Environmental compliance documentation will be prepared in accordance with applicable regulatory requirements pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).

Phase 4 **DEFERRED**

Well Equipping Construction services will include review of contractor submittals and RFIs, observation of construction activities for compliance with the contract documents, and construction support during the well equipping construction phases.

Why This Team Fits This Project

We know the Lord Ranch site. Our Construction Management and Inspection team has been on-site daily for the last six months supporting the Lord Ranch Tank and Pump Station Improvements project and will continue supporting the site over the next year. Because of that, we are already familiar with facility operations, construction sequencing, utility coordination, and access constraints. This matters on a project with an aggressive schedule and multiple moving parts because it reduces startup time, coordination delays, and surprises during design and construction. If something changes at Lord Ranch, we know about it. This same Michael Baker project team also recently completed the Preliminary Design Report and site layout for a sewer lift station facility for a development in the Pepper Avenue corridor immediately north of the Lord Ranch site. We already have experience working within the surrounding area and understand the adjacent developments.

Relevant Project Team Experience:
**Lord Ranch Construction
Management and Inspection**

We bring recent, similar experience with West Valley Water District. We recently completed the design for Pump Station 7-2 for WVWD. While it is not a groundwater production well, it involved many of the same systems and coordination challenges this project will require, including pumping systems, electrical and controls integration, instrumentation, and coordination. More importantly, it means we already understand WVWD's standards, review process, and expectations for project delivery. That familiarity helps projects move faster and more efficiently.

Relevant Project Experience:
Pepper Avenue Lift Station

We bring In-House Resources. Another major strength of our team is that most of the required disciplines are in-house. Civil, mechanical, electrical, instrumentation and controls, SCADA integration, construction management, and inspection services are all handled internally by our staff. That gives us tighter coordination between disciplines, faster decision-making, and better accountability throughout the project. Our hydrogeology subconsultant specializes in municipal groundwater production wells and brings extensive experience with aquifer analysis, drilling oversight, well development, pump testing, and regulatory coordination.

Relevant Project Experience:
WVWD Pump Station 7-2

We Understand Lord Ranch Integration. We understand this project is not just about drilling a new well. The project has to integrate with ongoing Lord Ranch improvements, coordinate with DDW and environmental requirements, integrate into the District’s SCADA system, and move efficiently from design through construction and startup. Our team understands the operational, permitting, and coordination challenges required to move this project from design into a functioning facility.

Relevant Project Experience:
RCWD UVDC Pump Station and Chlorine Contact Tank

We’ve Recently Provided Aesthetic Integration. We recently provided color and finish selections for a pump station located in Wine Country, in Temecula California. The Michael Baker project team enlisted support from our in-house architectural team to also develop trim and detail recommendations that matched the architectural character of the surrounding wineries.

We Bring a Focus on Operation and Maintenance. Our project approach places a strong emphasis on long-term operation and maintenance. While facilities must be constructable, they also need to be practical to operate, maintain, and rehabilitate over decades of service life.

Relevant Project Experience:
RPU Warrant 4R Well Relocation

Many facilities are designed to be built. Fewer are designed to be maintained. This project will be both.

Understanding

We see this not simply as a new well, but as an opportunity to provide operational and maintenance access for WVWD for the entire service life of the facility. Michael Baker approaches this project with a maintenance-first design philosophy, recognizing that the true success of a facility is measured over decades of operation, not only at startup.

Our design will prioritize safe, direct, and unobstructed access to all critical equipment, including pumps, motors, valves, and

electrical systems. We will incorporate pre-manufactured, roll-apart or removable building components or corner panels to allow for efficient equipment removal and replacement without demolition, confined access, or costly workarounds. This approach minimizes maintenance effort, reduces maintenance labor, and eliminates the need for destructive modifications during future rehabilitation or replacement.

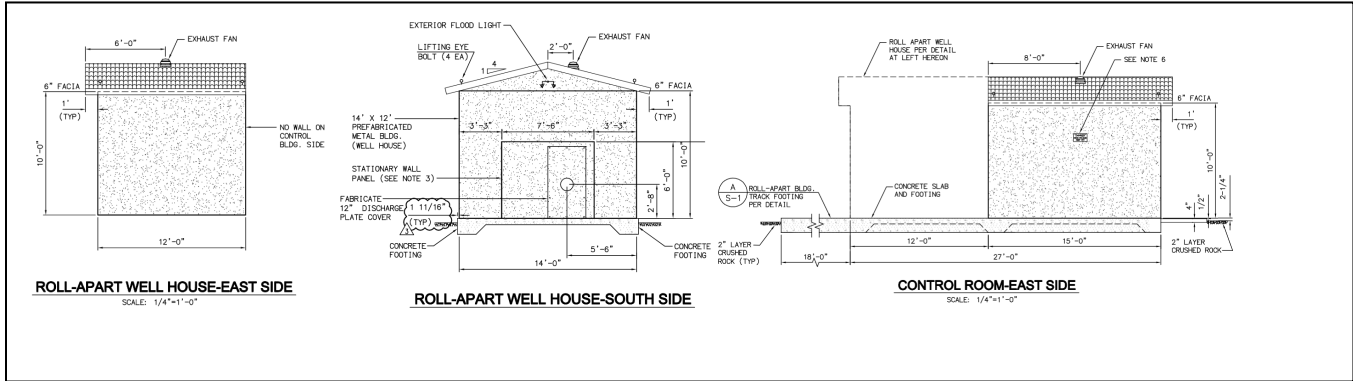
Approach

KEY ISSUES AND DESIGN CONSIDERATIONS

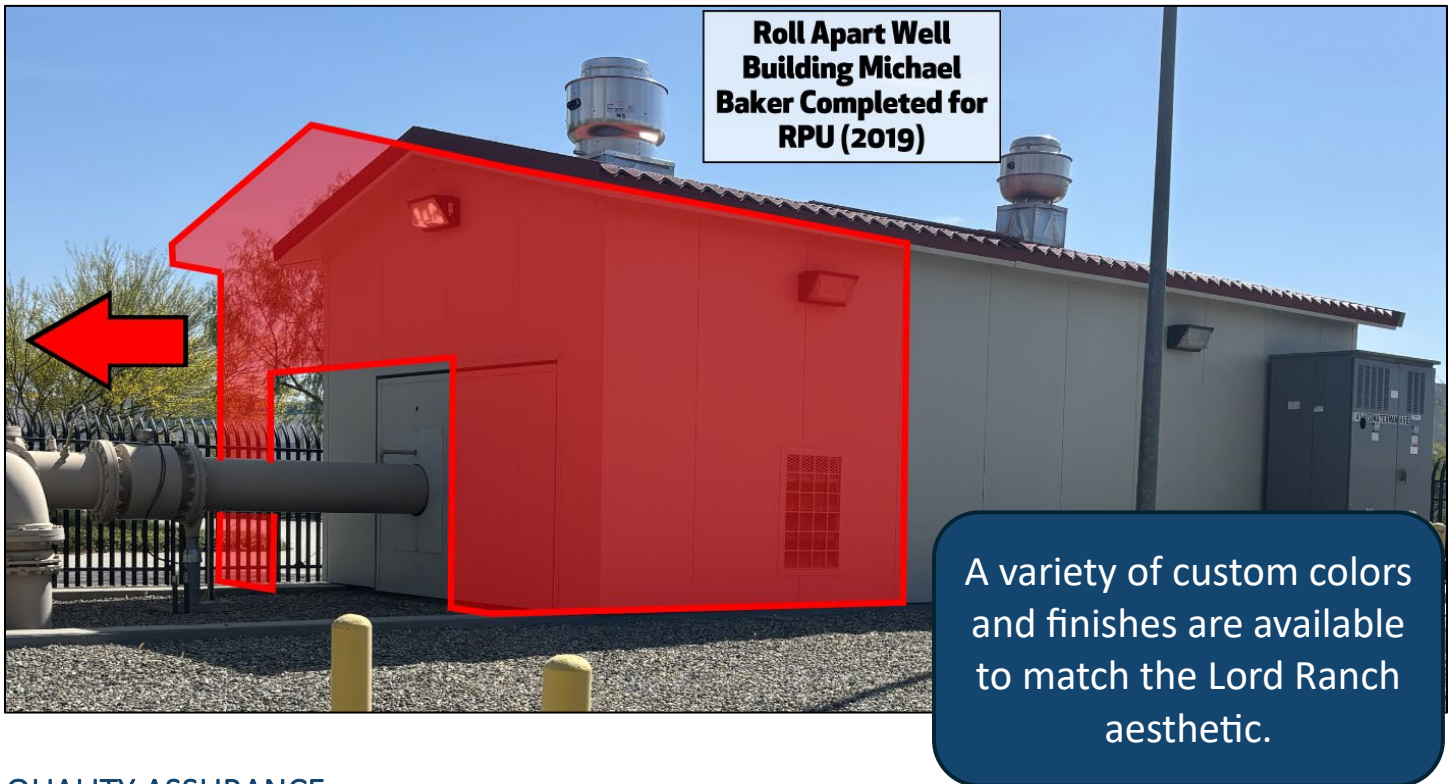


MAINTENANCE FOCUSED WELL BUILDING CONSIDERATIONS

Given that wells require routine well maintenance and eventual pump rehabilitation, maintainability and ease of equipment removal are critical considerations for the Well 36 facility. As part of the preliminary design, Michael Baker will evaluate options to improve long term maintainability of the well facility. Our approach is based on providing a pre-manufactured roll-apart or removable-panel well building concept.



This evaluation will be informed by direct experience from our project team, including Sal Sheikh, PE, who has extensive experience designing and implementing roll apart and other maintenance friendly structures for groundwater well facilities throughout Southern California. Michael Baker will coordinate closely with the look and feel of the Lord Ranch facilities to ensure the selected building approach is compatible with architectural intent, applicable codes, and site constraints, while supporting WVWD’s long term operational needs.



QUALITY ASSURANCE

Michael Baker develops a Project-Specific Quality Management Plan (PSQMP) for each project. As part of PSQMP development, the QA/QC Reviewers, **John Nagle, PE** and **Dan Smith, PE**, will coordinate with the **Project Manager Miles Costanza** to assign technical reviewers, who are independent of the design team, with the appropriate level of expertise and develop an internal QC submittal schedule for each project milestone.

SCOPE OF WORK

Michael Baker and RCS have reviewed the scope of work provided in the proposal, project documents, and overall intent of the project. Based on the limited scope of work provided in the RFP and our experience with similar work, we have developed the following comprehensive scope of work to deliver this project. This proposal and associated fee are based on the scope of work presented below.

TASK 1 – AS-BUILT RESEARCH, INVESTIGATION AND REVIEW



Task 1.1 – Document Review & Site Reconnaissance Visit

Michael Baker and RCS will review and evaluate existing Well 36 data, Lord Ranch facility drawings, and master planning projection demands and will request drawings of existing facilities within proposed site and adjacent properties. Requests will include additional geologic and hydrogeologic data as available for the preparations of environmental documents.

Although not specifically mentioned in the RFP, RCS will conduct a field visit to the prospective well site for the purposes of:

- Assessing the logistics for mobilization of all required drilling equipment
- Identifying the key site parameters necessary for the preparation of the Preliminary Design Report and Technical Specifications for the drilling and testing of the new well. Site parameters to assess will consist of items such as:
 - Site access (ingress/egress)
 - Property size relative to the area needed for the drill rig, ancillary equipment, and storage for any drill cuttings/well construction materials.
 - Proximity of a water supply to site for “makeup” water during drilling, reaming, and well construction
 - Security and noise concerns/issues during construction of the well (proximity to the nearby houses)
 - The proximity of a storm drain catch basin (if necessary) and its capacity for the proper disposal of well development fluids, according to National Pollution Discharge Elimination System (NPDES) requirements. RCS will also assess alternative discharge locations and methodology if no storm drains are located near the site or deemed feasible.

TASK 2 – PRELIMINARY DESIGN



Task 2.1 – Groundwater Well Preliminary Design Report

RCS will prepare a draft and final preliminary Groundwater Well Preliminary Design Report (PDR) to define project elements for the groundwater proposed replacement well. RCS will begin detailed design following District approval of the PDR. The plans and specifications shall include criteria for drilling, construction, development and testing of the new well.

The PDR will include, but may not be limited to, the following analyses:

- Incorporation of WVWD staff suggestions and recommendations based on existing conditions and future objective goals.
- Site layouts at 30% level design concept based on an engineering analysis of the facility as provided by Michael Baker
- Well construction considerations, including:
 - Preferred drilling method and sequence of drilling operations.
 - A water supply source for “make-up” water needed during drilling.
 - Dust suppression and possible noise mitigation methods (e.g. sound attenuation) to be used, as needed.
 - The approximate recommended depth of the pilot hole, which will clearly depend on the location of this final well site in the Subbasin.
 - Anticipated diameter(s) for the pilot hole and borehole ream(s).
 - Testing methods and sample analyses to be performed downhole in the pilot hole (including isolated aquifer zone testing in the open pilot hole, and types of electric logs to be performed).
 - Type, diameter, and wall thickness of well casing(s) recommended for use.
 - Recommended type and material for the casing perforations and their preliminary depth settings.
 - Anticipated gradations of the gravel (filter) pack.
 - Anticipated footage lengths for the cement seal(s), gravel pack, and possible intra-annular well seal.
 - Mechanical, chemical, and pumping development criteria.
 - Disposal options for fluids generated during well development and testing and treatment of monitoring of discharge.
 - Downwell surveying and testing methods following installation of the casing (alignment surveys, spinner surveys, depth-specific sampling, and pumping tests).
- Anticipated static and pumping levels.
- Anticipated groundwater drawdown of the affected groundwater aquifer (i.e. a pumping drawdown interference analysis).
- Analysis of anticipated water quality.

- Identify existing/new regulatory permits required for the groundwater well drilling and development phase of this project, including existing permits that may need to be amended.
- Contact and coordinate development of improvements with those agencies (i.e. Local, County, DDW, OSHA, etc.). Document and incorporate findings into the PDR.
- Hydraulic analysis of conveyance pipelines and head loss through existing treatment systems as provided by Michael Baker.
- Estimated annual pump rate from the proposed well in acre-feet per year
- Class IV cost estimate for the well drilling and development.

Deliverables: Draft Groundwater Well PDR and Final Groundwater Well PDR

Task 2.2 – Well Equipping Preliminary Design Report

Michael Baker will prepare a draft and final preliminary Well Equipping Preliminary Design Report (PDR) to define project elements for equipping the groundwater well. The draft PDR will be based on assumed or anticipated data for the production rate and draw depth of the groundwater well. The Final report will be revised to incorporate actual well testing data after the completion of the well drilling and development. The Well Equipping Preliminary Design Report, but may not be limited to, the following analyses:

- Summary of findings from as-built research, investigation and review;
- Flowrates and hydraulic calculations;
- Selection, evaluation, and sizing of pumps and components;
- Prepare preliminary site layouts and preliminary mechanical sections;
- Preliminary building layout and sections for the well building
- Preliminary architectural finishes for the building
- Preliminary electrical design, P&IDs and General Operations description;
- Pipeline sizing and alignment analysis, including utility research;
- Constructability analysis;
- Prepare summary of required permits and agency coordination required for well equipping.
- Class IV cost estimate for the well equipping

Deliverables: Draft and Final Well Equipping Preliminary Design Report

TASK 3 – FINAL DESIGN

Task 3.1 – Groundwater Well Technical Specifications

RCS will provide a complete set of project design plans, specifications, and cost opinions including all groundwater well drilling and development elements, as appropriate to drill a new well (W-36A) and permanently destroy existing well (W-36). Progress drawings at 60% and 90% for District review.

1. Specifications at 60% and 90% for District review.
2. A workshop to be conducted after submittal of the progress design documents to discuss comments.
3. Incorporate District comments for each submittal stage.

The contract documents will include a detailed bid schedule with specific line items showing units and unit quantities for the work consistent with format of the Engineer's opinion of probable construction cost. Items included in the technical specifications will include (but are not necessarily limited to) the following:

1. Well location, depths, dimensions, and materials;
2. Expected hydrogeologic conditions;
3. Permits and regulatory requirements;
4. Compliance with discharge requirements, as necessary;
5. Job conditions (e.g. noise suppression, drilling waste, runoff management, power, lighting, water, security, sanitation, parking, traffic control, and work damage);
6. Mobilization, demobilization, clearing, grubbing, and site cleanup;
7. Recommended drilling methods and potential drilling problems;
8. Details for performing isolated aquifer zone testing
9. Construction equipment, well construction materials, and records to be furnished by the contractor;
10. Records to be kept by the contractor;
11. Well drilling and construction procedures;
12. Well development procedures;
13. Well testing procedures, including step drawdown test and constant rate pumping test details, and other tests;
14. Collection of groundwater samples;

15. Downhole video survey;
16. Well disinfection, and
17. Final video survey, alignment survey and wellhead completion.

RCS will also review the available well construction data for existing WVWD Well No. 36 and prepare technical specifications and line item bid sheets for the permanent sealing and destruction of Well No. 36. These specifications will be prepared primarily in accordance with San Bernardino County public Health and DWR guidelines, will be incorporated with the specifications for the construction of Well No. 36A, and will generally consist of the following elements for each well site:

1. Identifying existing related WVWD assets to be demolished above and below ground
2. Provisions for mitigating existing site constraints
3. Pre-destruction video survey to check current condition of the existing downwell conditions.
4. Provide additional downwell perforations of the well casing, as applicable.
5. Final sealing of the existing well casing (cementing and pressure grouting) or via the use of explosive charges downwell, as deemed appropriate.
6. Installation of the Final mushroom cap.

Deliverables: 60% technical specifications, and cost opinion; 90% technical specifications, and cost opinion; 100% deliverables include Final Groundwater Well Technical Specifications, revised 90% deliverables that are ready for District Signature; Engineer's quantity, cost opinion, and bidding schedule will be submitted as part of the 60%, 90% and 100% stage submittals.

Michael Baker will provide supporting site plan exhibits for the groundwater well. The exhibits will include the overall site layout, well location, access, staging areas, and other information as required to support the groundwater well technical specification. Exhibits will be prepared on size 24" x 36" sheets utilizing WVWD standard title blocks with plan and profile sheets (if required) prepared at scales of 1" = 40' (horizontal) and 1" = 4' (vertical).

Deliverables: Site plan exhibits will be provided with each technical specification milestone submittal.

Michael Baker Task 3.2 – Well Equipping Final Design INTERNATIONAL

Michael Baker will provide a complete set of project design plans, specifications, and cost opinions including all well equipping construction elements, as appropriate for the design of a new pump and motor, a pre-manufactured well building, electrical, instrumentation, discharge piping, and appurtenances. Plans will be prepared on size 24" x 36" sheets utilizing WVWD standard title blocks with plan and profile sheets prepared at scales of 1" = 40' (horizontal) and 1" = 4' (vertical). The detailed design milestones will consist of the following:

1. Progress drawings at 60% and 90% for District review.
2. Specifications at 60% and 90% for District review.
3. A workshop shall be conducted after submittal of the progress design documents to discuss comments.
4. Incorporate District comments for each submittal stage.

The contract documents will include a detailed bid schedule with specific line items showing units and unit quantities for the work consistent with format of the Engineer's opinion of probable construction cost. Items included in the well equipping final design package will include (but are not necessarily limited to) the following:

1. General site layout, with equipment locations, appurtenances, grading, and improvements required for the well equipping.
2. General layout, elevation drawings, and performance specifications for a prefabricated building. A common building foundation design will be developed by Michael Baker and the building will be bid as a performance specification, with the building floor plan and elevations shown on the drawings. Detailed architectural drawings are excluded from this Scope of Work.
3. The building will house the wellhead and electrical equipment in a dedicated electrical room with HVAC.
4. The well pump will be a vertical turbine deep well pump with electric motor.
5. Provisions for backup power include a manual transfer switch and receptacle for a portable generator. A permanent backup generator will not be included.
6. An antenna for radio communication on a manufactured truss style antenna will be provided. The District will provide required height and details required for each antenna.
7. New discharge piping will be designed from the wellhead to the existing on-site storage tank with pump-to-waste to existing on-site basin. No offsite piping will be required.
8. Michael Baker will perform preliminary electrical load calculations and confirm utility service requirements with SCE.

Comments made at the 60% submittal will be incorporated into the 90% Submittal. Michael Baker will coordinate with CDPH, as required throughout the design phase of the project. At the 90% submittal stage, Michael Baker will submit a full-size set of plans to

CDPH for their review and comments. Michael Baker will incorporate CDPH comments into the final submittal. Michael Baker will coordinate power requirements or modifications with SCE. Associated application and permit fees for these agencies shall be paid by the District.

Michael Baker’s in-house Construction Management engineers will review the design for input on project economics, staging of construction, availability of materials, site restrictions, and local condition effects on construction, and environmental considerations.

The District will provide “front end” contract documents to Michael Baker for incorporation in the project’s Contract Documents. Michael Baker will develop the technical specifications for the well equipping.

Tentative Well Equipping Sheet List

Sheet Count	Sheet No.	Title
1	G-1	Title Sheet
2	G-2	Drawing List, General Notes, Benchmark, Legend and Abbreviations
3	C-1	Site Plan
4	C-2	Well Discharge Plan and Profile
5	C-3	Pump to Waste Plan and Profile 1
6	C-4	Pump to Waste Plan and Profile 2
7	C-5	Pipeline Connection Details
8	C-6	Site Grading and Paving Plan
9	C-7	Well Equipping Demo Plan
10	C-8	Well Equipping Demo Details
11	C-9	Civil Details 1
12	C-10	Civil Details 2
13	M-1	Well Head Piping Plan
14	M-2	Well Head Sections and Well Profile
15	M-3	Mechanical Details 1
16	M-4	Mechanical Details 2
17	S-1	General Structural Notes
18	S-2	Foundation and Floor Plans

Sheet Count	Sheet No.	Title
19	S-3	Building Elevations
20	S-4	Structural Details
21	E-1	Electrical Symbols, Notes, and Abbreviations
22	E-2	Single Line Diagram and Elevations
23	E-3	Electrical Site Plan
24	E-4	Power and Instrumentation Plan
25	E-5	Lighting and Grounding Plan
26	E-6	Conduit, Fixture and Panel Schedules
27	E-7	Pump Control Schematic Diagrams 1
28	E-8	Pump Control Schematic Diagrams 2
29	E-9	Electrical Detail 1
30	E-10	Electrical Details 2
31	E-11	PLC I/O Connection Diagram
32	E-12	AC/DC Power Distribution
33	E-13	Control Panel Layout
34	I-1	P&ID #1 – Instrumentation Abbreviations and Symbols
35	I-2	P&ID #2 – Well Pump System and Equipping

Deliverables: 60% drawings, technical specifications, and cost opinion; 90% drawings, technical specifications, and cost opinion; 100% deliverables include revised 90% deliverables that are ready for District Signature; Engineer’s quantity, cost opinion, and bidding schedule will be submitted as part of the 60%, 90% and 100% stage submittals.

Michael Baker INTERNATIONAL Task 3.3 – SCADA Instrumentation & Programming

Michael Baker will provide a comprehensive integration of devices to have communication PLC logic consistent with the District’s SCADA Master Plan as art of the Final Design project documents. The instrumentation and controls including PLCs, SCADA system, coordination, integration specifications, and detailed installation drawing diagrams will be included in the final design documents. SCADA changes based on demolition of the existing motor control equipment will be included in the technical specifications.

The well pump will be controlled by the PLC in AUTO mode or MANUAL mode options including the operator control devices through the OIT or from SCADA HMI. Hardwired control will comply with adopted law and regulations, including the National Electric Code. District coordination will be provided to identify the circuit tag and programming requirements.

Deliverables: Instrumentation Plan and Technical Provisions; Programming Plan and Technical Provisions

Michael Baker INTERNATIONAL TASK 4 – ENVIRONMENTAL COMPLIANCE

Once the Project Design Report (30% design) is available, the environmental work program will commence. This task includes the preparation of environmental compliance documentation pursuant to the California Environmental Quality Act (CEQA), as well as the

National Environmental Policy Act (NEPA) to analyze the replacement of Well 36. As the Lead Agency, the District is responsible for conducting CEQA compliance for actions as defined by CEQA as a 'project'. Further, Michael Baker understands the project action also requires NEPA compliance due to grant funding allocated from the Congressional Fiscal Year 24 Appropriations Act associated with the Community Grant Program and administered by the US Environmental Protection Agency (EPA). NEPA compliance includes the review of federal cross-cutters for compliance with various environmental laws and Executive Orders that are integrated within NEPA.

Based on our preliminary review of the project materials provided to date, our scope includes the preparation of a CEQA Exemption Determination Memo and Notice of Exemption to satisfy CEQA. For NEPA compliance our scope includes a Categorical Exclusion Checklist to address the relevant federal cross-cutters. Several technical memos and desktop analysis may be required to support the findings of the environmental compliance documentation and are included as described below. Deliverables will be submitted electronically (Word and/or PDF) and are listed herein.

Michael Baker INTERNATIONAL **Task 4.1 – CEQA Compliance**

The replacement project would relocate Well 36 to Well 36A on the existing Lord Ranch facility. Michael Baker will prepare a CEQA/NEPA Project Description which describes the action and surrounding land uses and includes a location map, site plan, and digital photographs. Michael Baker will prepare a CEQA Exemption Determination Memo and Notice of Exemption. Our scope assumes the project qualifies for the CEQA State Guidelines Section 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); and 15303 (New Construction or Conversion of Small Structures). While the RFP references the preparation of an Initial Study, we are confident that based on the project information provided in the RFP, the project would qualify for several CEQA Exemptions. Where necessary, we will refer to the adopted 2017 Initial Study (Resolution 2018-7) for the Lord Ranch facility, and the technical data and federal cross-cutters to demonstrate how the project qualifies for these exemptions. This scope includes preparing a Draft and Final Project Description and CEQA Exemption Determination Memo to address one round of consolidated questions and comments from District staff.

Michael Baker will assist the District in the electronic submission of the CEQA Notice of Exemption to the State Clearinghouse (via CEQA Submit) and filing with San Bernardino County Clerk. The environmental lead or representative will be available for one (1) public hearing, if required.

Michael Baker INTERNATIONAL **Task 4.2 – NEPA Compliance**

At the initiation of the environmental work program during the design phase, Michael Baker will collaborate with the District and EPA to confirm the NEPA requirements, as required due to federal funding through the EPA's Community Grants Program. The EPA has developed a checklist to determine if a project qualifies for a categorical exclusion. We propose to complete the EPA's Categorical Exclusion (CatEx) Checklist form with supporting documentation to address to federal cross-cutter review process. Categorical exclusions are categories of actions that do not individually or cumulatively have a significant effect on the quality of the human environment. The CatEx's which are applicable to EPA actions are listed at 40 C.F.R. § 6.204(a), which include actions relating to existing infrastructure systems (such as drinking water supply systems) that involve minor upgrading, or minor expansion of system capacity or rehabilitation (including functional replacement) of the existing system and system components. The CatEx Checklist includes a host of topics which are reviewed to confirm the action eligible for categorical exclusion to determine whether any extraordinary circumstances are involved. This scope includes preparing the CatEx Checklist with supporting documentation of coordination or concurrence from the applicable federal cross-cutter environmental agencies identified in Task 4.3 Technical Studies / Federal Cross-Cutters.

Michael Baker INTERNATIONAL **Task 4.3 – Technical Research / Federal Cross-Cutters**

Prior to kicking off the desk-top research, consultations and technical study preparation, Michael Baker will confirm with the District and EPA that scope listed below would be required for environmental compliance. Compliance with numerous environmental laws and Executive Orders may be required and include the topics of biological resources, cultural resources/archaeology/paleontology, water quality/floodplain management, air quality, greenhouse gas emissions, and noise to address the cross-cutters which are applicable to the project including the Endangered Species Act; Fish and Wildlife Coordination Act; Migratory Bird Treaty Act; National Historic Preservation Act; Archaeological & Historic Preservation Act; Clean Air Act; Clean Water Act; Floodplain Management Executive Order 11988; and Safety Drinking Water Act. The RFP specifically requests a Phase I Environmental Site Assessment, which is described below.

4.3.1 Biological Resources

Michael Baker will the complete biological and natural resources evaluation based on the applicable requirements of the Endangered Species Act (16 U.S.C. §§ 1531–1544), Fish and Wildlife Coordination Act (16 U.S.C. §§ 661–667e), and Migratory Bird Treaty Act (16 U.S.C. §§ 703–712). The regulatory review includes conducting preliminary desktop analysis using USFWS IPaC database and wildlife

resource databases to identify any federally listed threatened and endangered species and designated critical habitats. This scope excluded field work and assumes the database research and aerial imagery would be sufficient to document site conditions to the satisfaction of these cross-cutters. The findings of the identification efforts will be summarized to meet the requirements of CEQA and NEPA and can be appended to the environmental document.

4.3.2 Cultural Resources

Michael Baker will complete the cultural resources identification study and impacts analysis for the new groundwater production well 36A to determine whether historical resources, as defined in CEQA Section 15064.5(a) or historic properties, as governed by Section 106 of the National Historic Preservation Act, will be impacted by the project. To accomplish the study, Michael Baker will:

- Delineate the Area of Potential Effects (APE);
- Conduct a records search at the Southern San Central Coastal Information Center of the project site and a 1/2 mile search radius to identify previous cultural resources reports and records of the Project area and surrounding area;
- Conduct a paleontological records search with the Natural History Museum of Los Angeles County to identify paleontological resources within the project site and vicinity;
- Conduct a literature and historic map review to identify cultural resources within the project vicinity;
- Request a search of the Sacred Lands File (SLF) from the Native American Heritage Commission (NAHC);
- Conduct an archaeological survey of the project site;
- Complete a sensitivity and effects analyses to determine if the project may adversely affect unknown, buried archaeological resources, paleontological resources, or other historical resources.
- Complete a letter to the State Historic Preservation Officer (SHPO).

The findings of the identification efforts will be summarized in a Phase 1 Cultural Resources Memo Report that meets the requirements of CEQA and NEPA and can be appended to the environmental document. If historical resources/historic properties are identified within the project site, additional studies may be recommended. We will prepare letters to the Native American Tribes identified in the NAHC contact list (obtained under the cultural resources task) inviting them to participate in Section 106 consultation. Michael Baker will prepare suggested letter text, which will then be sent under District letterhead. Michael Baker will email and mail the letters on behalf of the District and maintain a log of mailings.

4.3.3 Air Quality and Noise

Michael Baker will prepare a NEPA Air Quality Conformity Memo analyzing the air quality of the project area. To access the construction-related emissions, we will utilize the California Emissions Estimator Model version 2022.1 (CalEEMod) for comparison to the Federal Clean Air Act (FCAA) general conformity de minimis thresholds. The effects of construction equipment exhaust and fugitive dust generation will be evaluated. Stationary source emissions will be evaluated qualitatively, as operation of the proposed groundwater well is not anticipated to generate stationary sources of hazardous air pollutants or criteria air pollutants (e.g., generators). Although the project is anticipated to consume electricity associated with pumps and operations, electricity would not generate on-site criteria air pollutants or hazardous air pollutants.

Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at adjacent sensitive locations. An analysis of vibration impacts will be based on the Federal Transit Administration's vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, anticipated construction activities, and Noise Ordinance specifications.

Operational noise impacts will be evaluated qualitatively, as operation of the proposed replacement groundwater well is anticipated to generate noise levels similar to the existing groundwater well. On-site noise-generating equipment associated with operation of the proposed groundwater well are anticipated to include electric pumps, similar to existing conditions. Operation of the proposed groundwater well is not anticipated to generate vehicle trips.

4.3.4 Floodplain Management

Executive Order 11988 (Floodplain Management) is not substantively triggered for this project. Accordingly, no floodplain analysis, hydraulic modeling, CLOMR/LOMR processing, or floodplain-specific stormwater studies are required. This scope includes submittal of the FEMA Flood Insurance Rate Map (FIRM) for the site, which is located on FIRM Panel No. 06071C7940J (San Bernardino County), effective September 2, 2016, with updates reflected in the current National Flood Hazard Layer (including a December 2022 LOMR). Based on effective mapping, the project site is located in Zone X (Area of Minimal Flood Hazard). The FIRM panel will be included to demonstrate compliance.

4.3.5 Phase I Environmental Site Assessment (Optional*)

Michael Baker will prepare a Phase I Environmental Site Assessment (ESA) for one (1) Assessor's Parcel Number (APN) (portion of APN 0264-201-27-0000) for an approximately 3.7-acre subject property. Specifically, the subject property consists of the Lord Ranch Facility, which includes an existing well with a design capacity of 2,700 gallons per minute (gpm). Surrounding land uses include light industrial/warehousing uses, disturbed vacant land, and residential uses. The Phase I ESA will be prepared using methods consistent with the recently adopted ASTM International (ASTM) E 1527-21 Standard Practice for Environmental Site Assessments. The ASTM Standard Practice E 1527 complies with 40 Code of Federal Regulations (CFR) Part 312 (the All Appropriate Inquiries [AAI] Rule). It should be noted that the completion of this Phase I ESA is only one component of the process required to satisfy the AAI Rule. The goal of a Phase I ESA is to evaluate site history, existing observable conditions, current site use, and current and former uses of surrounding properties to identify the potential presence of recognized environmental conditions (RECs) associated with the subject site.

Michael Baker INTERNATIONAL Task 4.4 – Environmental Coordination

The environmental lead will oversee tasks and schedule to confirm that the project is progressing ahead based on the design schedule. This task includes monthly updates assumed for up to 6 months and includes participation in the project kickoff call and one design meeting.

Deliverables: (submitted electronically):

- Draft and Final CEQA/NEPA Project Description
- Draft and Final CEQA Exemption Determination Memo
- CEQA Notice of Exemption
- NEPA Categorical Exclusion Checklist Form
- NEPA Cross-cutter reports/data sheets/consultation summaries
- Phase I ESA report

TASK 5 – FIELD INVESTIGATIONS**Michael Baker INTERNATIONAL Task 5.1 – Utility Coordination**

Prepare utility notifications and identify all utilities within project limits.

If applicable, Consultant shall research available utility records and identify all utilities within the project limits. The information obtained shall be summarized on the project base map with any "High Risk" utilities identified. Concurrent with preliminary design, utility information requests will be sent to each utility companies requesting verification of location, size and depth of facilities within the project limits.

Consultant shall prepare and the District will send notices at various stages during the design phase- 60% plans (1st notification), 90% plans (2nd notification), and if necessary, at final approval. The Consultant shall maintain a record of utility notifications including contact numbers, dates of transmittals, response to relocation or perform maintenance activities, etc. District will provide available as-built records for owned facilities.

Deliverables: Utility Tracking Log

verdantas Task 5.2 – Geotechnical Investigation

Verdantas will provide a geotechnical investigation to assess the engineering properties of the subsurface soils and provide geotechnical recommendations for site development.

Verdantas will meet requirements discussed in the RFP. In summary, they propose to drill exploratory borings to evaluate engineering characteristics of underlying soils, perform geotechnical laboratory testing at their in-house laboratory, perform geotechnical analyses and prepare a design-phase report of their findings. They will coordinate the fieldwork with the project team, and keep the team advised of the geotechnical laboratory and office progress. Verdantas' proposed scope of work is discussed in more detail in their fee proposal. Work elements include research, site utility clearance, field exploration program, geotechnical laboratory, analyses and a geotechnical report.

Deliverables: Geotechnical Investigation Report

Michael Baker INTERNATIONAL Task 5.3 – Topographic Survey

Michael Baker will perform a topographic survey and design survey sufficient to establish existing line and grade within proposed project limits. This includes location of surface features within the project area limits and survey area including but not limited to: fire

hydrants, valve covers, water meters, sewer and storm drain manholes, all utility vaults and facilities, pull boxes, curb & gutter, driveways, sidewalk, power poles, guy wires, signs, parkway, streetlights, street trees larger in 4" diameter, etc.

Horizontal project control shall be conducted utilizing Global Positioning System (GPS) survey methods. When GPS survey methods cannot be used for all or part of a horizontal project control survey, the Total Station Survey System (TSSS) system may be used. Horizontal control shall be established on at least two (2) monuments on each site using first-order (1:100,000) GPS survey methods. The remaining monuments may be tied-in using GPS or conventional survey methods with second-order accuracy standard (1:20,000) when using the TSSS method. The horizontal control shall be based on Northern American Datum of 1983 (NAD83), as defined by the National Geodetic Survey (NGS), California State Plane Coordinate System Zone 5, using the California Spatial Reference System (CSRS) Epoch 2011.00.

The basis of the vertical datum shall be the most recent location of the project city benchmark elevations as shown in the North American Vertical Datum of 1988 (NAVD88), as defined by NGS. Field survey shall establish disturbance of any monuments or centerline ties and provide copies of tie sheets for reference attachment to the specifications. All field topography shall be collected electronically for data processing.

The survey shall encompass the project limits within 100 feet beyond the project limits, and 100 feet either side of any road, where applicable. All surveys shall be done within public right-of-way. Where applicable, control for the survey shall be consistent with established control and existing WVWD facilities. This control shall be utilized for design of the proposed facilities and shall be the basis to establish location and elevation of the existing and proposed facilities.

Deliverables: Survey CAD files

TASK 6 – PROJECT MANAGEMENT AND MEETINGS.

Task 6.1 – Project Management

Michael Baker and RCS will conduct project management, schedule and budget tracking, and invoicing to confirm that the project is progressing ahead on budget and schedule. Monthly project status reports highlighting the progress of each task, work planned for the coming month, data needs, key issues and important decision needs, updated project schedule and the status of the action items from the previous report are to be developed and submitted with the monthly invoice.

Task 6.2 – Project Meetings

Michael Baker will organize and attend meetings with the District to keep staff informed on the project status. The monthly coordination meeting with weekly project updates via email and/or telephone to confer budget, schedule, and project issues.

Workshop meetings with the District will be conducted to review design milestones (60 percent and 90 percent complete) to resolve any questions or issues. Project status conference calls will be held as-needed to address any questions or clarifications needed. RCS will attend meetings relevant to the work associated with the well drilling, development, and testing.

1. Michael Baker will coordinate one (1) in-person kickoff meeting upon receiving the notice to proceed.
2. Michael Baker will coordinate monthly progress meetings with WVWD to be conducted virtually.
3. Michael Baker will conduct up to four (4) additional "workshops" with the District staff (virtual or in-person).
4. Michael Baker will prepare an agenda, record all meeting minutes, and submit a copy of the minutes to WVWD within three (3) working days after each meeting.
5. Michael Baker and RCS will attend up to four (4) coordination meetings with other project stakeholders and agencies.
6. Michael Baker and RCS will attend up to (5) regulatory meetings.
7. Michael Baker and RCS will provide presentations to each committee and Board (3 total evening meetings) and attend each meeting in person or virtually.

Task 6.3 – Quality Assurance

Michael Baker will perform a quality review of all deliverables prepared by in-house staff. Michael Baker will organize and verify comments are resolved for all design comments. With each submittal, hand-marked check sheets and mark-ups indicating that QA/QC has been performed will be stored. Michael Baker will maintain a response to comments and decision log to track comments and updates during the project.

Deliverables: Decision Matrix, Quality Verification Forms

TASK 7 – PERMITTING

The project team will identify new or existing documentation required for compliance with the County of San Bernardino and the State Water Resources Control Board's Division of Drinking Water (DDW) for the construction and operation of the new improvements. The

project team shall review and meet with stakeholders, if necessary, to identify deadlines, fees, and other pertinent information to include the design. Prepare new and/or amend existing documents, reports, and plans to comply with the permits listed in the subtasks below.

Deliverables: Data Collection in Preparing Protection Zones, Draft and Final Source Water Assessment Report, Permit summary list.



Task 7.1 – Water Production Well Permitting and Documentation

This task will begin with the preparation of a Drinking Water Source Assessment and Protection (DWSAP) review for the new well in accordance with the Division of Drinking Water (DDW) requirements for well permitting in compliance with Section 11672.60 of the California Health and Safety Code. All forms and information on the assessment checklist will be provided, including necessary capture zone maps and figures, as listed below. It is assumed that only a “standard” DWSAP assessment will be required, and the project will not require a “Process Memo 97-005” Analysis for contaminated sites.

RCS recommends first submitting a Draft DWSAP document to DDW once the Well Drilling Technical Specifications are prepared. This allows DDW to express any concerns with the proposed well site and/or construction parameters BEFORE construction begins. Once the well is constructed, the Draft DWSAP is updated using data collected from the completed new well.

The work necessary to complete a DWSAP report the new well will include, but may not be limited to, the following:

1. **Collect and Review Data.** RCS will conduct research and review of available data with regard to contaminant sources/plumes in the area surrounding the proposed well site. These data and that from other known PCAs in the area will be collected from online sources, such as the GeoTracker web site, maintained by the SWRCB, and the EnviroStor websites, maintained by the Department of Toxic Substances Control (DTSC), for current information on contaminant sources/plumes in the vicinity of the well site.
 - a) For the final DWSAP Document, RCS will use water quality data collected via the final wellblend from the new well at the end of its final testing; a summary of those data will be included in the DWSAP work.
2. **Data Analysis/Capture Zone.** RCS will conduct a basic capture zone analysis of the future pumping of the well to determine the possible impact of the pumping of the well on groundwater in the vicinity of the well site. Determination of the capture zone will be performed using the calculation method and standard assumptions for aquifer parameters derived from available data. This capture zone map will be prepared based on the estimated future pumping rate of the well and assuming the well is pumped continuously for periods of two, five and ten years. Aquifer parameters, such as transmissivity and storativity, will be derived initially derived existing WVWD data for nearby wells, and will be compared to data obtained from available data sources (e.g., GeoTracker).
 - a) An update to the analysis will be performed for the Final DWSAP analysis with data derived from testing of the newly constructed well.
3. **Preparation of Draft DWSAP Report.** After conducting review and analysis of the available data, RCS will assess the vulnerability of the proposed new well to currently known potential sources of contamination to determine their vulnerability ranking based on the DWSAP program. RCS shall include in the DWSAP report the following items:
 - a) An inventory of potential contaminating activities (PCAs) in the region of the well.
 - b) An analysis of the vulnerability of these drinking water sources to contamination. This shall also entail obtaining available information on known, current cleanup efforts of various contaminant plumes in the region and summarizing historic sources of contamination.
 - c) Preparation of a capture zone map for the well (discussed above).
 - d) Compilation of the results of the assessment and a summary for the groundwater source(s) at the site.
 - e) Compilation of the results of the assessment and a summary for the groundwater source(s) at the site.

Note that RCS is not an expert in Water Quality Treatment and, thus, if DDW requires any analyses related to applicability of any existing water treatment processes related to any constituent that may exist in the groundwater, RCS assumes WVWD will prepare, or utilize the services of an outside Engineer, to prepare portions of the DWSAP report that discuss treatment planning, technologies, etc. If a “Process Memo 97-005” analysis is required by DDW, additional scope and fee not included as part of this proposal will be required.

This task also includes preparing and/or compiling information and preparing documentation for a variety of necessary permits and regulatory documents required for well construction and operation.

4. DDW Waiver Request for any separation issues, if necessary
 - a) If required, this letter will be based on local conditions and initial consultation with DDW. Requests for variance will likely be based on DDW’s initial review of the Draft DWSAP document
5. Regional Water Quality Control Board requirements, including a Well Site Plan & Horizontal Distance ("setback") Table
6. County of San Bernardino Department of Public Health- Environmental Health Services to construct and destroy a well

- a) RCS will aid in the acquisition of these permits, but the permit application requires a C 57 drilling license, Hence, these permits will be filed by the drilling contractor selected for the project.
- 7. California Department of Water Resources (OSWCR)
 - a) RCS will aid in the preparation and review of the Well Completion Report for the well, but the drilling contractor is required to file this document
- 8. De Minimis / National Pollutant Discharge Elimination System (NPDES) permitting requirements necessary during construction for the disposal of fluids generated during well development and testing.
 - a) RCS will provide information and guidance to the drilling contractor, as necessary, to maintain compliance with the State’s current General Statewide De Minimisum NPDES permit requirements.

Deliverables for DWSAP:


- Assessment Summary
- Vulnerability Summary
- Delineation of groundwater protection zones
- Source Data Sheet (selected appropriate form)
- Well Data Sheet
- Physical Barrier Effectiveness Checklist
- Possible Contaminating Activities (PCA) inventory form
- Vulnerability Ranking
- Assessment map with source location and protection zone

Michael Baker INTERNATIONAL Task 7.2 – Environmental Permitting and Documentation

No additional Environmental Permitting is anticipated beyond the work identified in Task 4 – Environmental Compliance. An additional 16 hours of support is included to support the District with any additional permits the District will prepare and submit.

Michael Baker INTERNATIONAL Task 7.3 – Well Equipping Permitting

Michael Baker has included 16 hours to support the application for any building permits (for electrical, mechanical, structural, demolish) from governing jurisdiction Building Department and a De Minimis / National Pollutant Discharge Elimination System (NPDES) permitting requirements. It is anticipated that the final permits will be released when a Contractor is awarded the project.

Michael Baker INTERNATIONAL  Task 7.4 – DDW Operational Permit Amendment Support

This task includes synthesizing the information from the prior tasks to help WVWD successfully complete an amended DDW Operational Permit Amendment for System No. CA3610004. In addition to the preparation of the DWSAP report described above, this task will include, but not be limited to the application, drawings, a well site plan and horizontal distance ("utility/sanitary setback") table, data sheet and other relevant information including the source water assessment report[Sf2.1][AH2.2] prepared in a prior task. This task includes coordination between the consultant team and DDW, including application preparation, and data transfer. RCS understands that Daniel White is the Water Resource Control Engineer with DDW who currently oversees the WVWD well system and will be the contact at the DDW for this future permit application. Work under this task also includes RCS support for assisting WVWD with preparing a DDW Request for Waiver of California Waterworks Standards (CCR, Title 22, Sec 64560[a][2]) letter, if needed.

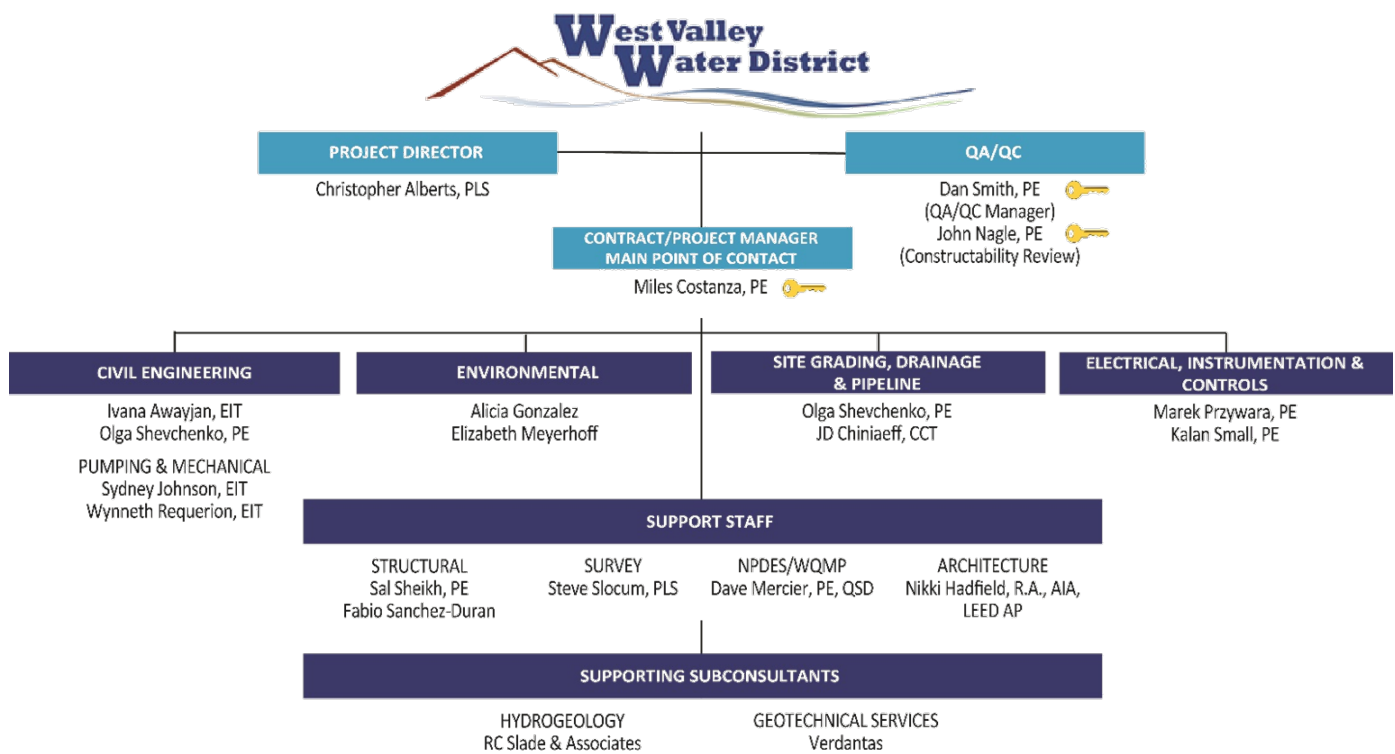
It is anticipated that this task will require significant involvement from WVWD. Michael Baker has included up to 40 hours of support and has included a similar effort budget to be provided to RCS as needed.

7. PROJECT TEAM SUMMARY

Team Introduction

Serving as Project Manager, Miles Costanza brings 19 years of water and wastewater industry experience to the team. With a proven track record in managing complex infrastructure projects, Miles is well-versed in coordinating multidisciplinary teams, ensuring regulatory compliance, and delivering projects on schedule and within budget. Throughout the duration of this project, Miles will act as the District’s primary point of contact, overseeing all phases from planning through execution, and facilitating clear communication between stakeholders, contractors, and the project team. His leadership, technical expertise, and dedication to client satisfaction are key assets that will contribute to the project's success.

Organization Chart



Project Team Qualifications Matrix

Team Member / Role Office	Yrs of Exp	Education	Licenses / Certifications
MANAGEMENT TEAM			
Miles Costanza Project Manager	18	B.S., 2006, Civil and Environmental Engineering, Arizona State University	Professional Engineer – Civil, CA, 2017, 87843
Christopher Alberts Project Director	29	Coursework, San Jacinto College Coursework, South Dakota State University	Professional Land Surveyor, CA, 2008, LS8508
Dan Smith QA/QC Manager	44	B.S., 1981, Civil Engineering, University of Wisconsin	Professional Engineer – Civil, CA, 1984, 37682 Construction Quality Management, CA, 2020, 784
John Nagle QA/QC Constructability Review	39	M.S., 1996, Civil Engineering, Loyola Marymount University	Professional Engineer – Civil, CA, 1991, 46972
PROJECT TEAM (Alphabetically)			
Joseph Amar Groundwater Geologist	20	B.S., 2006, Geosciences, University of Arizona	Professional Geologist, CA, 9298

EXHIBIT "2"
TO
TASK ORDER NO. 1
COMPENSATION

Terms and schedule of fees and charges are to be furnished on the basis of proposal cost sheet and rates for the design phase and per the attached dated June 5, 2026. Notification of any increases, overtime, equipment and miscellaneous charges not categorized in task activities shall be provided to the District.

Task	Description	Cost
1	As-Built Research, Investigation and Review	\$ 17,560.00
2	Engineering Design	\$ 61,208.00
3	Final Design	\$ 277,483.00
4	Environmental Compliance	\$ 72,838.00
5	Field Investigations	\$ 52,931.00
6	Project Management and Meetings	\$ 56,880.00
7	Permitting	\$ 40,262.00
Grand Total		\$579,162.00

TASK No.	Description	Management & Sr. Staff			Engineering Desing & Drawing Production							Permitting, CEQA, & Specialty Support						Survey			CM & Inspection			Fee Totals						
		Program Manager/QAQC	Project Manager	Assistant Project Manager	Design Engineer	Civil/Mechanical Designer	CAD/Drafter	Sr. Electrical Manager	Electrical Engineer	Elec. Designer	Structural Engineer	CEQA Program Manager	CEQA Technical Manager	Env. Project Manager	Sr. Planner / Scientist	Associate Planner / Scientist	Technical Editor	GIS Analyst	2-Person Survey Crew	Licensed Surveyor	Sr. GIS Analyst	Const. Project Manager	Civil Inspector	Michael Baker Staff TOTAL HC	Michael Baker Staff LABOR TOTAL	Michael Baker EXPENSES	RC Slide TOTAL	Verdantas (Geotechnical) TOTAL	MARKUP ON SUBCONSULTANTS (0%)	TOTAL FEE
TASK 1 - AS-BUILT RESEARCH, INVESTIGATION AND REVIEW		0	6	0	8	0	8	8	0	0	0	4	0				0	0	6	8	0	0	48	\$ 10,456.00	\$ -	\$ 7,104.00	\$ -	\$ -	\$ -	17,560.00
1.1	Project Research		6		8		8	8			4								6	8			48	\$ 10,456.00	\$ -	\$ 7,104.00	\$ -	\$ -	\$ -	17,560.00
TASK 2 - PRELIMINARY DESIGN		0	1	12	34	52	0	32	32	16	8	0	0				0	0	0	0	0	0	187	\$ 37,430.00	\$ -	\$ 23,778.00	\$ -	\$ -	\$ -	61,208.00
2.1	Groundwater Well PDR (RCS)		1	4	10	24																	39	\$ 7,134.00	\$ -	\$ 23,778.00	\$ -	\$ -	\$ -	30,912.00
2.2	Well Equipping PDR (MB)		8	24	28		32	32	16	8													148	\$ 30,296.00	\$ -	\$ -	\$ -	\$ -	\$ -	30,296.00
TASK 3 - FINAL DESIGN		0	15	57	217	330	294	48	152	156	152	0	0	0			0	0	0	0	0	0	1421	\$ 258,373.00	\$ 300.00	\$ 18,810.00	\$ -	\$ -	\$ -	277,483.00
3.1	Groundwater Well Final Design (60/90/100%)		2	8	24	100	60																194	\$ 31,480.00	\$ 50.00	\$ 18,810.00	\$ -	\$ -	\$ -	50,340.00
3.2	Well Equipping Final Design 60%			8	88	110	84	14	48	48	88												488	\$ 93,232.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	93,282.00
3.2	Well Equipping Final Design 90%			16	57	80	80	14	44	60	48												399	\$ 72,674.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	72,724.00
3.2	Well Equipping Final Design 100%			16	32	40	70	4	16	32	16												226	\$ 38,278.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	38,328.00
3.2	Design Workshops		9	9	12																		30	\$ 6,381.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	6,431.00
3.3	SCADA Instrumentation		4	4	4		16	44	16														84	\$ 16,328.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	16,378.00
TASK 4 - ENVIRONMENTAL COMPLIANCE		0	0	0	0	0	0	0	0	0	16	24	44	90	198	38	20	0	0	0	0	0	430	\$ 68,788.00	\$ 4,050.00	\$ -	\$ -	\$ -	\$ -	72,838.00
4.1	CEQA Compliance												10	40	4	4							58	\$ 8,320.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	8,820.00
4.2	NEPA Compliance												10	40	4	4							58	\$ 8,320.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	8,820.00
4.3	Biological Resources												2	36		4							42	\$ 7,620.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	8,120.00
4.3	Cultural Resources												12	36	38		8						96	\$ 15,458.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	15,958.00
4.3	Air Quality and Noise												12	2	10	20	24						68	\$ 11,110.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	11,610.00
4.3	Floodplain Management													2	8								10	\$ 1,960.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	2,460.00
4.3	Phase 1 Site Assessment										16				60	6							82	\$ 12,160.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	12,660.00
4.4	Environmental Coordination												16										16	\$ 3,840.00	\$ 550.00	\$ -	\$ -	\$ -	\$ -	4,390.00
TASK 5 - FIELD INVESTIGATIONS		0	0	5	14	12	0	0	0	0	8	0	0	0	0	0	0	40	28	28	0	0	135	\$ 33,931.00	\$ 2,500.00	\$ -	\$ 16,500.00	\$ -	\$ -	52,931.00
5.1	Utility Coordination			2	6	12												16	12	12			60	\$ 14,294.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	14,794.00
5.2	Geotechnical Investigation			2	4					8													14	\$ 3,566.00	\$ -	\$ -	\$ 16,500.00	\$ -	\$ -	20,066.00
5.3	Topographic Survey			1	4													24	16	16			61	\$ 16,071.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	18,071.00
TASK 6 - PROJECT MANAGEMENT AND MEETINGS		24	26	58	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	148	\$ 33,250.00	\$ -	\$ 23,630.00	\$ -	\$ -	\$ -	56,880.00
6.1	Project Management		8	28																			36	\$ 8,116.00	\$ -	\$ 5,640.00	\$ -	\$ -	\$ -	13,756.00
6.2	Project Meetings		10	30	40																		80	\$ 16,030.00	\$ -	\$ 17,990.00	\$ -	\$ -	\$ -	34,020.00
6.3	Quality Assurance	24	8																				32	\$ 9,104.00	\$ -	\$ -	\$ -	\$ -	\$ -	9,104.00
TASK 7 - PERMITTING		0	1	40	4	0	0	0	0	0	16	0	0	0	0	20	0	0	0	0	0	0	81	\$ 16,558.00	\$ 3,650.00	\$ 20,054.00	\$ -	\$ -	\$ -	40,262.00
7.1	Production Well Permitting		1	4	4																		9	\$ 1,818.00	\$ 50.00	\$ 14,110.00	\$ -	\$ -	\$ -	15,978.00
7.2	Environmental Permitting										16												16	\$ 4,000.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	4,050.00
7.3	Well Equipping Permitting			16																			16	\$ 3,440.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	3,490.00
7.4	DDW Operational Permitt Amendment Support			20												20							40	\$ 7,300.00	\$ 3,500.00	\$ 5,944.00	\$ -	\$ -	\$ -	16,744.00
TASK 8 - BID ASSISTANCE AND ENG SVS DURING CONS.		0	0	8	16	0	0	40	72	30	0	0	0	0	0	0	0	0	0	0	0	0	166	\$ 32,822.00	\$ 100.00	\$ 7,168.00	\$ -	\$ -	\$ -	40,090.00
8.1	Well Development Services			4																			4	\$ 860.00	\$ 50.00	\$ 7,168.00	\$ -	\$ -	\$ -	8,078.00
8.2	Well Equipping Services			4	16		40	72	30														162	\$ 31,962.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	32,012.00
TASK 9 - CONSTRUCTION INSPECTION SERVICES		0	0	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	400	452	\$ 96,416.00	\$ 5,000.00	\$ 123,012.00	\$ -	\$ -	\$ -	224,428.00
9.1	Well Development Services			4																			4	\$ 860.00	\$ -	\$ 123,012.00	\$ -	\$ -	\$ -	123,872.00
9.2	Well Equipping Services			4	4																40	400	448	\$ 95,556.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	100,556.00
TASK 10 - FINAL CONSTRUCTION SUMMARY		4	0	10	4	0	12	12	45	0	0	0	0	0	0	0	0	0	0	8	16	111	\$ 21,707.00	\$ -	\$ 19,898.00	\$ -	\$ -	\$ -	41,605.00	
10.1	Well Development Services	4		2	4															8	16	34	\$ 7,654.00	\$ -	\$ 14,476.00	\$ -	\$ -	\$ -	22,130.00	
10.2	Existing Well 36 Destruction Technical Memorandum			8																			8	\$ 1,720.00	\$ -	\$ 5,422.00	\$ -	\$ -	\$ -	7,142.00
10.3	Well Equipping Services						12	12	45														69	\$ 12,333.00	\$ -	\$ -	\$ -	\$ -	\$ -	12,333.00
Totals		28	49	198	341	394	294	140	276	247	168	32	28	44	90	198	58	20	40	34	36	48	416	3179	\$609,731.00	\$15,600.00	\$243,454.00	\$16,500.00	\$0.00	\$885,285.00



TABLE 1 - RCS COST ESTIMATE DETAIL

West Valley Water District RFP No. 2026-03, New Groudwater Production Well 36A (W26017)
BAFO - June 5, 2026

PHASE AND TASK LISTINGS	Principal Groundwater Geologist	Senior Groundwater Geologist	Project Groundwater Geologist	Staff Groundwater Geologist	Field Geologist	Administrative/ Clerical	Direct Costs	Total Task and Subtask Costs
	\$280	\$235	\$220	\$207	\$163	\$100		
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		
TASK 1: As-Built Research, Investigation and Review								
Subtask 1.1 Document Review & Site Reconnaissance Visit	2	2	8	12	10	2	\$0	\$7,104
SUBTOTAL TASK 1	2	2	8	12	10	2	\$ -	\$7,104
TASK 2: PRELIMINARY DESIGN								
TASK 2.1: Groundwater Well Preliminary Design Report								
Subtask 2.1.1 Preliminary well design report 30%	4	8	10	30	0	2	\$350	\$11,960
Subtask 2.1.2 Preliminary well design report 60%	2	4	8	12	0	4	\$0	\$6,144
Subtask 2.1.3 Preliminary well design report 90%	1	1	6	8	0	2	\$0	\$3,691
Subtask 2.1.4 Final Groundwater Well PDR	1	1	2	4	0	2	\$0	\$1,983
SUBTOTAL TASK 2	8	14	26	54	0	10	\$ 350	\$23,778
Task 3: FINAL DESIGN								
TASK 3.1: Groundwater Well Technical Specifications								
Subtask 3.1.1 Well construction Technical Specifications 60%	1	6	10	32	0	2	\$0	\$10,714
Subtask 3.1.2 Well construction Technical Specifications 90%	1	4	6	12	0	0	\$0	\$5,024
Subtask 3.1.3 Final 100% Well construction Technical Specifications	1	2	4	6	0	2	\$0	\$3,072
SUBTOTAL TASK 3	3	12	20	50	0	4	\$ -	\$18,810
Task 6: Project Management and Meetings								
Task 6.1 Project Management	4	8	12	0	0	0	\$0	\$5,640
Task 6.2 Project Meetings	18	18	36	0	0	4	\$400	\$17,990
SUBTOTAL TASK 6	22	26	48	0	0	4	\$400	\$23,630
Task 7: Permitting								
Task 7.1 Water Production Well Permitting and Documentation	2	2	20	40	0	4	\$0	\$14,110
Task 7.4 DDW Operational Permit Amendment Support	2	4	8	12	0	2	\$ -	\$5,944
SUBTOTAL TASK 7	4	6	28	52	0	6	\$0	\$20,054
Task 8: Bidding Assistance and Engineering Support During Construction								
Task 8.1 Bidding Assistance and Engineering Services During Well Construction	2	20	4	4	0	1	\$100	\$7,168
SUBTOTAL TASK 8	2	20	4	4	0	1	\$100	\$7,168
Task 9: Well Construction Monitoring Services								
Task 9.1 Field Monitoring During Well Construction								
Subtask 9.1.1 Pre-Construction Meeting	0	8	2	2	0	0	\$100	\$2,834
Subtask 9.1.2 Conductor Casing and Rig Mobilization	0	0	2	2	16	0	\$200	\$3,662
Subtask 9.1.3 Geologic Logging of Pilot Hole	0	0	2	6	24	0	\$300	\$5,894
Subtask 9.1.4 Downhole Geophysical Survey Log Analysis	2	2	2	8	12	0	\$100	\$5,182
Subtask 9.1.5 Isolated Aquifer Zone Testing (6 Zones)	2	2	6	6	60	0	\$600	\$13,972
Subtask 9.1.6 Final Well Design Memorandum, Monitor Borehole Ream(s) and Caliper Survey	3	4	8	32	12	2	\$200	\$12,520
Subtask 9.1.7 Casing, Gravel Pack and Cement Seal Installation	0	2	4	8	84	0	\$800	\$17,498
Subtask 9.1.8 Well Development (Mechanical/Chemical Methods)	0	1	6	12	20	0	\$300	\$7,599
Subtask 9.1.9 Well Development (Pumping Methods)	1	5	4	8	16	0	\$300	\$6,899
Subtask 9.1.10 Step-Drawdown Testing	1	1	2	8	8	0	\$100	\$4,015
Subtask 9.1.11 Constant Rate Pumping Test	1	1	2	8	16	0	\$200	\$5,419
Subtask 9.1.12 Casing Alignment Testing, Video Survey and Well Disinfection	0	1	1	4	16	0	\$200	\$4,091
Subtask 9.1.13 Recommended Pumping Rate and Pump Depth Setting Memorandum	2	3	12	40	0	1	\$0	\$12,285
Subtask 9.1.14 Existing Well 36 destruction field services	2	2	6	8	40	0	\$400	\$10,926
Subtask 9.1.15 Task-Specific Project Management Services	1	24	12	8	0	0	\$0	\$10,216
SUBTOTAL TASK 9	15	56	71	160	324	3	\$3,800	\$123,012
Task 10: Final Well Construction Summary Reports								
Subtask 10.1 Well Construction Summary Report	2	4	12	48	0	4	\$0	\$14,476
Subtask 10.2 Existing Well 36 Destruction Technical Memorandum	2	2	4	16	0	2	\$0	\$5,422
SUBTOTAL TASK 10	4	6	16	64	0	6	0	\$19,898
Total Hours	60	142	221	396	334	36	--	--
TOTAL ESTIMATED COSTS FOR RCS SERVICES								\$243,454

May 1, 2026

Ivana Awayjan
Project Manager - Water Resources
Michael Baker International
40810 County Center Drive, Suite 200
Temecula, California 92591

**Proposal for Geotechnical Exploration
New Groundwater Production Well 36A Project
West Valley Water District (WVWD)
1633 North Pepper Avenue
City of Rialto, California
Proposal No. 041.P000047327**

In response to your April 28, 2026, e-mail request and the WVWD Request for Proposals (RFP) for Professional Services for design of the New Groundwater Production Well 36A, dated April 1, 2026, Verdantas Inc. is pleased to provide this proposal for geotechnical services in support of this project.

Due to our geotechnical experience in the area and with similarly scoped projects, as well as our established teaming relationship with Michael Baker International, Inc. (MBI), Verdantas is well-positioned to provide geotechnical services for this project. This is a scope and fee proposal; qualifications can be provided upon request under a separate cover. Geotechnical observation and testing services during construction are not included in this proposal.

Project Description

Based on the provided RFP, the proposed well project is to be constructed at the District's Lord Ranch Facility, located at 1633 North Pepper Avenue in the City of Rialto, California. The Lord Ranch Facility is approximately 13.7 acres, relatively flat, and situated within the Lytle Creek Basin. Currently, the Lord Ranch facility is under construction for expansion improvements to install an aeration tank and new pump station, including yard piping for the future Well 36A site connection. Well 36 is an existing inactive groundwater well located at the facility, with a design capacity of 2,700 gpm and discharges into water storage Reservoir 3-2.

We understand the project generally involves design of the District's Well 36A to replace the existing Well 36 and perform at equal or better production rate, including treatment of water quality concerns.

Scope of Geotechnical Exploration

We will meet requirements discussed in the RFP. In summary, we propose to drill exploratory borings to evaluate engineering characteristics of underlying soils, perform geotechnical laboratory testing at our in-house laboratory, perform geotechnical analyses and prepare a design-phase report of our findings. We will coordinate our fieldwork with you, and keep you advised of our geotechnical laboratory and office progress. Our proposed scope of work is discussed in more detail as follows:

- **Research:** We will first review available geotechnical reports, literature, maps and historical aerial photographs relevant to this site.
- **Site Utility Clearance:** At the start of our involvement, proposed boring locations will be discussed with you and WVWD, prior to utility clearance and drilling; and adjusted based on the agreed-upon well location and existing site access conditions. Existing overhead and buried utilities may limit feasible boring locations and may require borings to be offset from the actual pedestal foundation footprint. We will notify DigAlert (811) at least 48 hours prior to drilling in an effort to locate buried utilities; but they will have limited data on the proposed well site that is currently gated. We would ask you to provide us with information (utility plans) available regarding locations of underground utilities and easements onsite.
- **Field Exploration Program:** We propose to drill, log, and sample a total of three (1/2 day) borings as part of this project. One boring will be advanced to a depth of 50 feet (or practical refusal) and the others will be advanced to depths of 10 to 25 feet (or practical refusal). Borings will be advanced with a conventional truck-mounted drill and logged by a member of our technical staff. Representative bulk and relatively undisturbed soil samples will be collected at specified intervals and transported to our geotechnical laboratory for testing. Standard Penetration Tests (SPT) will be conducted at selected depth intervals and where there is too much gravel for ring-lined (California) sampling. Penetrated pavement sections will be measured to the nearest ¼ inch.

Immediately following logging and sampling, our borings will be backfilled with soil cuttings within the proposed well site. For the purposes of this proposal, we assume minor amounts of soil cuttings that cannot be replaced in boreholes can be spread on-site where soil is already exposed. Our scope of work does not include costs to dispose of soil cuttings. Handling discolored or odorous soil thought to possibly contain hazardous materials is not included in our scope of work.

- **Geotechnical Laboratory:** Geotechnical laboratory tests will be performed on selected, representative soil samples at our in-house multi-certified laboratory for modified Proctor (ASTM D1557) laboratory maximum dry density and optimum moisture content, in situ dry density and moisture content, grain size distribution, sand equivalent, expansion index, Atterberg Limits, collapse characteristics, consolidation, sulfate and chloride content, resistivity and pH.
- **Geotechnical Analyses and Report:** We will perform geotechnical analyses and prepare a geotechnical report signed and stamped by a California licensed Geotechnical Professional Engineer (GE/PE) and Certified Engineering Geologist (CEG). In this report we will present our geotechnical findings, conclusions, and recommendations to aid in the design of the proposed well, associated wellhead piping, equipment,

pumphouse, site improvements, and develop geotechnical recommendations for pipeline design, backfill and pavements. As a minimum, preliminary geotechnical recommendations will meet the requirements discussed in the RFP, but will also include recommendations for earthwork and remedial grading, fill placement, foundation design parameters, seismic design parameters, retaining wall design parameters, cement type, and utility trench backfill. Our report will include a geotechnical map showing locations of our borings.

Schedule

We are prepared to begin the geotechnical exploration work upon receiving your written approval of this Scope of Work Agreement or a mutually acceptable agreement provided by MBI. California law requires that DigAlert (811) be provided at least two working days advanced notice to locate registered utilities at proposed exploration areas, and additional time may be needed to obtain encroachment permits before exploration can begin. Depending on alignment access constraints, weather and exploration equipment availability, field exploration may begin five to ten working days after we receive written authorization for this work. This mobilization time can be reduced if we are provided advanced notice of your intent to proceed with this work. Field exploration is anticipated to be completed within one (1) day. Geotechnical laboratory testing, engineering analysis and report preparation will require approximately four weeks (20 working days) after drilling is completed.

Fee

Our scope budget is based on the assumptions that all exploration will be conducted without interruption, Monday through Friday and no weekend or nighttime work is required. Verdantas will conduct the geotechnical exploration with the scope of work described above for an estimated fixed fee of **Sixteen Thousand and Five Hundred Dollars (\$16,500)**. An estimated breakdown of our fees is presented in Table 1.

Table 1. Geotechnical Exploration Fees

<u>Geotechnical Exploration Services:</u>	
Field Exploration	\$7,700
Three Hollow-Stem Auger Boring (California Prevailing Wage)	
811, access coordination, logging and management	
Geotechnical Laboratory Testing	\$2,500
Geotechnical Analyses and Report Preparation	
Engineering analysis	\$6,300
Drafting and report preparation	
DESIGN GEOTECHNICAL EXPLORATION REPORT TOTAL:	\$16,500

Our base fixed fees above exclude (1) evaluation of the potential for hazardous materials at the site, (2) meetings, and/or (3) additional reports beyond one. Post report consultation or any other requested services will be provided on a time-and-materials basis in accordance with our current Professional Fee Schedule.

Terms and Conditions

We assume this project is subject to the **Prevailing Wage Law**. Field exploration fees will be reduced if this project is not subject to California prevailing wage requirements. Since this project is subject to California Prevailing Wage Law, we will need a **DIR Project ID** from the Owner (the “*awarding body*”) before we begin any prevailing wage work on site; see:

<https://www.dir.ca.gov/Public-Works/Awarding-Bodies.html>

<https://www.dir.ca.gov/pwc100ext/ExternalLookup.aspx>

We have not included budget to staff your project with an apprentice. Although possible under California prevailing wage law, based on our experience, we do not anticipate an apprentice will be dispatched for training on this project. If we are required to provide training for an apprentice on your project, then additional fees would be required to cover that additional labor expense, beyond what we currently propose.

If this proposal is acceptable to you, then please send us a notice to proceed and a Michael Baker International *Subconsultant Agreement* for us to review and sign, as you have in the past.

Limitations

Verdantas’ professional services will be performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical consultants practicing in this or similar localities. No other warranty, expressed or implied, is made as to the professional services offered in this proposal. We have a current professional liability insurance policy covering the licensee in responsible charge of the proposed services.

Closure

We appreciate the opportunity to be of additional service to Michael Baker International. If you have any questions regarding this proposal, please do not hesitate to contact this office. The undersigned can be reached at extensions and email addresses listed below.

Sincerely,

Verdantas Inc.



Brent Adam, CEG
Senior Project Geologist/PM
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Bashir S. Saiid, PE
Group Leader - Land
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EXHIBIT “3”
TO
TASK ORDER NO. 1

SCHEDULE

Detailed project schedule is attached.

Michael Baker International
 West Valley Water District RFP No. 2026-03, New Groudwater Production Well 36A (W26017)

