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

"AMENDED" ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING AGENDA

WEDNESDAY, APRIL 14, 2021 - 6:00 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 District Headquarters, 855 W. Base Line Road, Rialto, CA 92376.

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

BOARD OF DIRECTORS

Director, Greg Young, Chair
Director, Kyle Crowther

1. CONVENE MEETING

2. PUBLIC PARTICIPATION

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

3. DISCUSSION ITEMS

a. General Updates to Engineering, Operations and Planning Committee

b. 2020 Consumer Confidence Report Update (Page 3)

c. Task Order No. 1 with Tom Dodson & Associates for Biological and Environmental Consulting Services for the 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road (Page 22)

d. Consider Award of Contract for Construction of Well 18A Pipe Blending Project To El-Co Contractors, Inc (Page 91)

e. I-10 Cedar Avenue Interchange Improvement Project: Union Pacific Railroad Company Agreement (Page 131)

f. Consider the Draft Development Impact Fee Study (Page 149)

g. Agreement with Metropolitan Water District, San Bernardino Valley Municipal Water District, and Inland Empire Utilities Agency for State Water Project Water (Page 194)

h. Agreement with General Pump Company, Inc. for As-Needed Services for Well & Booster Maintenance and Repairs (Page 203)

i. Agreement with Mike Roquet Construction for As-Needed Services for Permanent Trench Paving (Page 254)

j. Contract Management Policy (Page 284)

k. Approval to Proceed with SCADA and Infrastructure Projects (Page 311)

l. Request to Enter Into Water Infrastructure Agreement (Page 317)

4. ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on April 13, 2021.

Lizett Santoro, Executive Assistant

West Valley Water District

BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT

DATE: April 14, 2021

TO: Engineering, Operations and Planning Committee

FROM: Shamindra Manbahal, Interim General Manager

SUBJECT: 2020 CONSUMER CONFIDENCE REPORT UPDATE

BACKGROUND:

The Safe Drinking Water Act (SDWA) applies to every public water system in the United States. SDWA sets drinking water quality standards and protects underground drinking water sources. Primary drinking water standards address health concerns, whereas secondary drinking water standards address aesthetics such as taste and odor. SDWA recognizes that everyone has the right to know what's in their drinking water and where it comes from. As a result, the SDWA was amended in 1996 to require all water systems serving the same people year-round to provide annual consumer confidence reports (CCR) on the quality of their tap water.

DISCUSSION:

The CCR includes information on source water, levels of any detected contaminants, and compliance with drinking water regulations including monitoring requirements, along with some educational information.

The CCR will be posted on District's website and notification letters will be mailed out to customers. The CCR is based on data collected during, or prior to, the previous calendar year. Data collected between January 1 and December 31, 2020 must be reported in the 2020 CCR, which is due to customers by July 1, 2021. West Valley Water District's water meets and exceeds all regulatory water quality standards. The annual CCR must be delivered to consumers by July 1 of each year.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jc

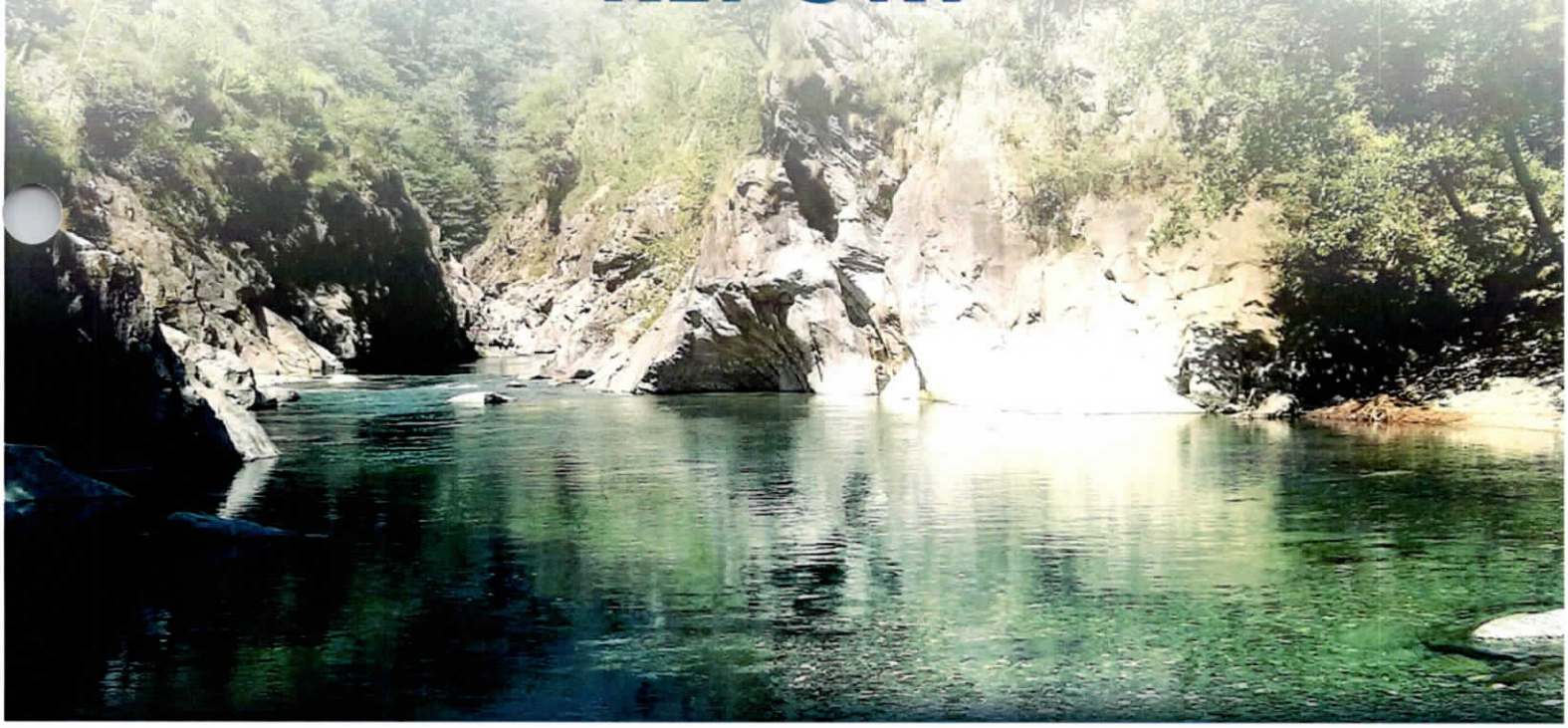
ATTACHMENT(S):

1. Exhibit A - 2020 Drinking Water Quality Report

EXHIBIT A

West Valley Water District

2020 DRINKING WATER QUALITY REPORT



SAFE. HIGH QUALITY. RELIABLE.

CHANNING HAWKINS
President, Division 4

KYLE CROWTHER
Vice President, Division 1

DR. MICHAEL TAYLOR
Director, Division 2

DR. CLIFFORD YOUNG, SR.
Director, Division 3

GREG YOUNG
Dire

A MESSAGE FROM WVWD

Dear Ratepayers,

We're excited for you to read our annual drinking water quality report, a reflection of our effort to be ever more transparent in our core mission of providing safe, high quality, and reliable water at a reasonable rate in a sustainable manner. The goal of this report is to help ratepayers and the public understand and have confidence in where their water comes from and how we treat it.

The U.S. Environmental Protection Agency (EPA) and the California Division of Drinking Water require that all water agencies, including West Valley Water District (WVWD) produce this annual document educating customers about the quality of their drinking water for the previous year. By making this report readily available, we want to ensure that valuable customers like you can access, understand and have faith in this critical information.

We are proud to report that our regular water tests demonstrate that our water exceeds all regulatory quality standards.

As WVWD's service area continues to experience record population growth, we not only endeavor to provide the best quality and service for the ratepayers we serve today, but also for those to come. We continue to manage water sources from various basins including Chino, Bunker Hill, Lytle Creek, North Riverside, and Rialto-Colton. We also make use of surface water and water from the California State Water Project, which both are treated at our Oliver P. Roemer Water Filtration Facility.

If you have any questions regarding the 2020 Drinking Water Quality Report, please contact our customer service department (909) 875-1804.

We're proud of our water, and hope you are too.

Sincerely,

The West Valley Water District Board of Directors

Channing Hawkins
President, Division 4

Kyle Crowther
Vice President, Division 1

Dr. Michael Taylor
Director, Division 2

Dr. Clifford Young, Sr.
Director, Division 3

Greg Young
Director, Division 5

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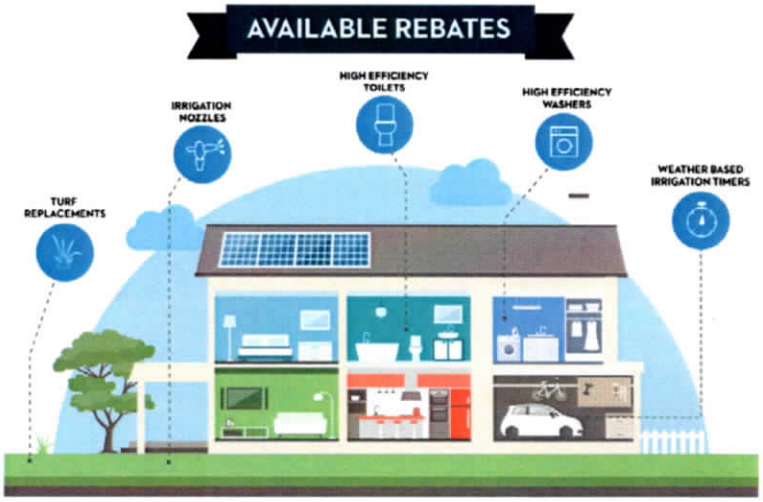


*Schedule a Water Efficiency Survey by contacting our Customer Service Department and utilize our rebate program. (909) 875-1804

Rebates Available:

$50	High Efficiency Toilet
$100	High Efficiency Washing Machine
$100	Weather Based Irrigation Controllers
$1/sq. ft.	Turf Replacement
$4	High Efficiency Nozzle

WATER SYSTEM INFORMATION

At West Valley Water District (WVWD), our mission is to provide our customers with safe, high quality and reliable water service at a reasonable rate and in a sustainable manner.

WVWD is a Special District governed by a five-member Board of Directors providing retail water to approximately 94,332 customers. WVWD serves quality drinking water to portions of Rialto, Colton, Fontana, Bloomington, and portions of the unincorporated area of San Bernardino County and a portion of the city of Jurupa Valley in Riverside County.

The goal of our Annual Water Quality Report (WQR) is to inform our customers about the quality of our drinking water, the sources of our water, any monitored contaminants found in drinking water, and whether our system meets state and federal drinking water standards. Our water quality data is submitted to the State Water Resources Control Board, Division of Drinking Water (DDW), in order to monitor our compliance for all regulatory standards and assure high quality drinking water is consistently delivered directly to our customers.

CONTACT INFORMATION

If you have any questions regarding the contents of this report or regarding water quality, please contact Janet Harmon, Water Quality Supervisor, at ext. 371.

PUBLIC PARTICIPATION

Public involvement is central to ensuring that we are meeting the highest water supply, water quality, and customer service standards. We welcome your input; please see below for ways you can be involved with West Valley Water District. Click on the links below to view content and schedules.

www.wvwd.org

wvwd.org/about/meetings-events/

NON-ENGLISH SPEAKING INFORMATION

Este informe contiene información muy importante sobre su agua para beber. Favor de comunicarse West Valley Water District a 855 W. Base Line Rd., Rialto, CA 92376 para asistirlo en español.

SOURCES OF WATER

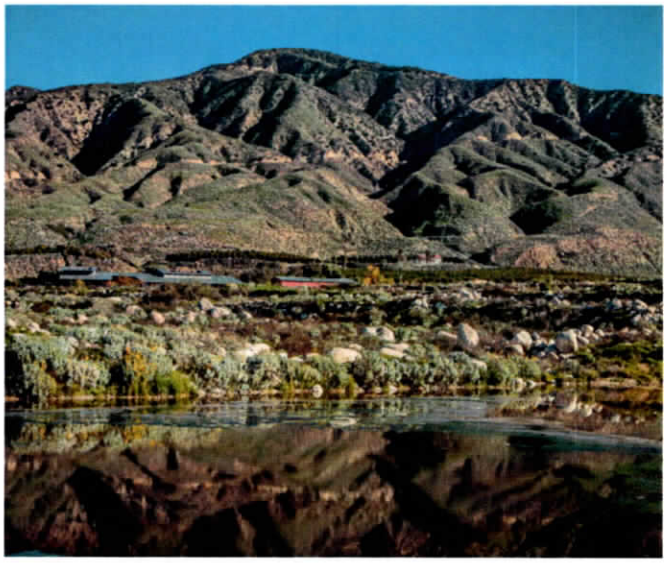
West Valley Water District obtains water from both local and imported sources to serve its customers and routinely tests for contaminants from these sources in accordance with Federal and State Regulations.

LOCAL WATER

GROUNDWATER

35% of WVWD's water supply is from its own groundwater wells, located in five local basins:

- **Chino Basin**
- **Bunker Hill Basin**
- **Lytle Creek Basin**
- **North Riverside Basin**
- **Rialto-Colton Basin**



17.3% of WVWD's water supply consists of additional groundwater purchased from San Bernardino Valley Municipal Water District through the Baseline Feeder Project. This water also comes from local wells in the Bunker Hill Basin.

SURFACE WATER

31.2% of WVWD's water supply is surface water from Lytle Creek in the San Bernardino Mountains. This water is treated through WVWD's Oliver P. Roemer Water Filtration Facility.

IMPORTED WATER

STATE WATER PROJECT

16.5% of WVWD's water supply is surface water purchased from the State Water Project through San Bernardino Valley Municipal Water District. This water is also treated through WVWD's Oliver P. Roemer Water Filtration Facility.

WHERE DOES OUR WATER COME FROM?

SOURCE WATER ASSESSMENT

In 2002, WVWD, in partnership with the San Bernardino Valley Water Conservation District, conducted Source Water Assessments of all our drinking water wells. No contaminants have been detected above the Maximum Contaminant Levels (MCL) set by the State Water Resources Control Board (State Water Board), however, sources are considered most vulnerable to the following:

- **Fecal Coliform and E. Coli Bacteria** - Heavy recreational activities in both Lytle Creek and Lake Silverwood during warm summer months increase the vulnerability.
- **Methyl Tertiary Butyl Ether (MTBE)** - Sources located near gasoline service stations and underground gas storage tanks are vulnerable. A MTBE plume is leaching from the Colton Gasoline Storage Terminal.
- **Volatile Organic Chemicals (VOCs)and Synthetic Organic Chemicals (SOCs)** - All WVWD groundwater wells were determined to be vulnerable to both VOCs and SOCs.
- **Perchlorate** - Detected at low levels in six groundwater wells (Wells 11, 16, 17, 18A, 41, 42). All of these wells are primary water sources and have treatment systems installed. It is believed that the likely sources for perchlorate originate from former manufactures of rocket fuel/fireworks and fertilizer. The effected wells have ion exchange systems installed for perchlorate removal.
- **Nitrate** - Some groundwater wells are vulnerable. Nitrate contamination is the result of leaching septic systems and past citrus farming.
- **Cryptosporidium** - microbial pathogen found in surface water throughout the U.S.

To view completed source water assessments, you may visit our District office located at: 855 W. Base Line Rd., Rialto, CA, 92376 or call (909) 875-1804.

DEFINITIONS

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Primary Drinking Water Standard (PDWS): MCLs and MRDLs for contaminants that affect health, along with their monitoring and reporting requirements, and water treatment requirements.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Picocuries per Liter (pCi/L): Measurement commonly used to measure radionuclides in water.

Nephelometric Turbidity Unit (NTU): A measure of clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

Milligrams per Liter (mg/L): Or parts per million (ppm) corresponds to 1 penny out of $10,000.

Micrograms per Liter (µg/L): Or parts per billion (ppb) corresponds to 1 penny out of $10,000,000.

Nanograms per Liter (ng/L): Or parts per trillion (ppt) corresponds to 1 penny of $10,000,000,000.

Microsiemens per centimeter (µS/cm): A measure of conductivity.

Threshold Odor Number (TON): A measure of odor.

Regulatory Action Level (AL): Concentration of a contaminant which, when exceeded, triggers treatment or other requirements that a water system must follow.

Running Annual Average (RAA): The yearly average which is calculated every 3 months using the previous 12 months' data.

Local Running Annual Average (LRAA): The RAA at one sample location.

Disinfection By-Product: Compounds which are formed from mixing of organic or mineral precursors in the water with ozone, chlorine, or chloramine. Total Trihalomethanes and Haloacetic Acids are disinfection by-products.

Secondary Drinking Water Standard (Secondary Standard): MCLs for contaminants that do not affect health, but are used to monitor the aesthetics of the water.

Notification Level (NL): Health-based advisory levels established by the SWRCB for chemicals in drinking water that lack MCLs.

90th Percentile: The value in a data set in which 90 percent of the set is less than or equal to this value. The Lead and Copper Rule uses the 90th percentile to comply with the Action Level.

LEVELS OF DETECTED CONTAMINANTS

2020 WVWD QUALITY REPORT FOR DISTRIBUTION SYSTEM

Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Results	Violation Yes/No	Likely Source of Contamination
PRIMARY STANDARDS - Mandatory Health-Related Standards								
Microbiological								
Total Coliform Bacteria	2020	%	5	(0)	Maximum Monthly Positive Samples	1	No	Naturally present in the environment.
Disinfection Byproducts, Disinfectant Residuals, and Disinfection Byproduct Precursors								
Haloacetic Acids	2020	µg/L	LRAA = 60	N/A	Range Highest LRAA	ND-25.7 9.0	No	Byproduct of drinking water disinfection.
Total Trihalomethanes	2020	µg/L	LRAA = 80	N/A	Range Highest LRAA	ND-73.8 25.8	No	Byproduct of drinking water disinfection.
Chlorine	2020	mg/L	MRDL = 4.0 (as Cl2)	MRDLG = 4.0 (as Cl2)	Range Highest RAA	0.28-2.32 1.17	No	Drinking water disinfectant added for treatment.
Lead and Copper								
Lead	2018	µg/L	AL=15	0.2	# of Sites Sampled # of Sites Over AL 90th Percentile (µg/L)	30 0 ND	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits.
Copper	2018	mg/L	AL=1.3	0.3	# of Sites Sampled # of Sites Over AL 90th Percentile (mg/L)	30 0 0.12	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives.
Lead in Schools								
Lead	2019	µg/L	AL=15	0.2	# of Sites Sampled # of Sites Over AL 90th Percentile (µg/L) # of Schools Sampled	6 0 ND 1	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits.
SECONDARY STANDARDS - Aesthetic Standards[1]								
Color	2020	Units	15	N/A	Range Average	ND ND	No	Naturally-occurring organic materials.
Specific Conductance	2020	µS/cm	900	N/A	Range Average	330-530 407	No	Substances that form ions when in water; seawater influence.
Odor Threshold	2020	TON	3	N/A	Range Average	1-2 1	No	Naturally-occurring organic materials.
Turbidity	2020	NTU	5	N/A	Range Average	ND-2.1 0.2	No	Soil runoff.
OTHER PARAMETERS								
pH	2020	pH units	No Standard	N/A	Range Average	7.5-8.3 7.9	No	Characteristic of water.
Total Alkalinity (as CaCO3)	2020	mg/L	No Standard	N/A	Range Average	110-200 155	No	Naturally occurring.
Calcium	2020	mg/L	No Standard	N/A	Range Average	32-81 54	No	Erosion of salt deposits in soil and rock.

Footnotes:
[1] Compliance with secondary standards are based on an annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

LEVELS OF DETECTED CONTAMINANTS

2020 WVWD QUALITY REPORT FOR BASELINE FEEDER & GROUNDWATER WELLS

Parameter	Sample Date[1]	Units	MCL	PHG (MCLG)	Result Type	Results		Violation Yes/No	Likely Source of Contamination
						Baseline Feeder	Wells		
PRIMARY STANDARDS - Mandatory Health-Related Standards									
Microbiological									
Total Coliform Bacteria	2020	%	5	(0)	Maximum Monthly Positive Samples	0	0	No	Naturally present in the environment.
Radiological									
Gross Alpha Particle Activity	2018-2020	pCi/L	15	(0)	Range Average	3.6-5.6 4.6	ND-3.9 3.1	No	Erosion of natural deposits.
Radium 226	2020	pCi/L	5.0	0.05	Range Average	N/A N/A	0.39-0.96 0.6	No	Erosion of natural deposits.
Radium 228	2020	pCi/L	5.0	0.019	Range Average	N/A N/A	0.6-1.8 1.3	No	Erosion of natural deposits.
Uranium	2018-2020	pCi/L	20	0.43	Range Average	3.5-5.1 4.3	NR 1.7	No	Erosion of natural deposits.
Inorganic Chemicals									
Aluminum	2018-2019	mg/L	1.0	0.6	Range Average	NR ND	ND-0.22 0.078	No	Erosion of natural deposits; residue from some surface water treatment processes.
Arsenic	2018-2019	µg/L	10	0.004	Range Average	NR ND	0.37-5.6 3.2	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.
Barium	2018-2020	mg/L	1.0	2.0	Range Average	NR ND	ND-0.057 0.029	No	Component of paints, soap, paper, rubber, alloys, manufacture of ceramics and glass.
Chromium (Total)	2018-2020	µg/L	100	100	Range Average	NR ND	0.26-1.7 1.1	No	Erosion of natural deposits; runoff from industrial processes.
Copper	2018-2020	µg/L	1.0	0.3	Range Average	NR ND	ND-12 2.1	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives.
Fluoride	2018-2020	mg/L	2.0	1.0	Range Average	0.24-0.39 0.31	0.21-0.77 0.33	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories.
Mercury	2018-2020	mg/L	0.002	0.0012	Range Average	NR ND	ND-0.00062 0.00031	No	Thermometers, barometers, mirrors, lubricants, gold and silver extraction, manufacturing, tobacco smoke.
Nickel	2018-2020	mg/L	0.1	0.012	Range Average	NR ND	ND-0.018 0.0050	No	Metal alloys, batteries, fuel cells, tobacco smoke.
Nitrate as Nitrogen	2020	mg/L	10	10	Range Average	1.3-5.2 3.7	0.58-4.0 2.0	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits.
Selenium	2018-2020	mg/L	0.05	0.03	Range Average	NR ND	ND-0.0021 0.0013	No	Photographic toner, anti-dandruff shampoos, alloys, tinting, rubber, pharmaceuticals, fungicides, insecticides, tobacco smoke.
Volatile Organic Chemicals									
1,1-Dichloroethylene	2018-2020	µg/L	6	10	Range Average	0.20-1.1 0.65	NR ND	No	Production of adhesives, fibers, refrigerants, food packing and coating resins.
Methyl tert-butyl ether (MTBE)	2018-2020	µg/L	13	13	Range Average	NR ND	ND-0.16 ND	No	Discharge from dry cleaning and metal degreasing processes.
Tetrachloroethylene (PCE)	2018-2020	µg/L	5	0.06	Range Average	0.3-0.8 0.55	ND-0.51 ND	No	Discharge from dry cleaning and metal degreasing processes.
Trichloroethylene (TCE)	2018-2020	µg/L	5	1.7	Range Average	NR ND	NR ND	No	Discharge from metal degreasing sites and other factories.
Trichlorofluromethane	2018-2020	µg/L	1300	150	Range Average	ND-1.4 0.80	ND-0.37 ND	No	Refrigerant, aerosole propellant, pesticide and production of foam.

LEVELS OF DETECTED CONTAMINANTS

Disinfection Byproducts, Disinfectant Residuals, and Disinfection Byproduct Precursors									
Chlorine	2020	mg/L	MRDL = 4.0 (as Cl_2)	MRDLG = 4.0 (as Cl_2)	Range Average	0.64-2.12 1.21	N/A N/A	No	Drinking water disinfectant added for treatment.
SECONDARY STANDARDS - Aesthetic Standards[2]									
Aluminum	2018-2020	µg/L	200	N/A	Range Average	NR ND	ND-220 33	No	Erosion of natural deposits; residue from some surface water treatment processes.
Chloride	2018-2020	mg/L	500	N/A	Range Average	7.9-19 12	2.7-12 5.3	No	Runoff/leaching from natural deposits; seawater influence.
Color	2020	Units	15	N/A	Range Average	NR ND	ND-7.5 ND	No	Naturally-occurring organic materials.
Specific Conductance	2018-2020	µS/cm	1600	N/A	Range Average	490-530 508	310-500 368	No	Substances that form ions when in water; seawater influence.
Iron	2018-2020	µg/L	300	N/A	Range Average	NR ND	ND-900 47	No	Leaching from natural deposits; industrial wastes.
Manganese	2018-2020	µg/L	50	N/A	Range Average	NR ND	ND-40 2.0	No	Leaching from natural deposits.
Odor Threshold	2020	TON	3	N/A	Range Average	ND-1 1	NR 1	No	Naturally-occurring organic materials.
Sulfate	2018-2020	mg/L	500	N/A	Range Average	50-52 51	15-55 26	No	Runoff/leaching from natural deposits; industrial wastes.
Total Dissolved Solids	2020	mg/L	1000	N/A	Range Average	250-370 311	180-340 229	No	Runoff/leaching from natural deposits.
Turbidity	2020	NTU	5	N/A	Range Average	ND-0.2 0.1	ND-13 0.37	No	Soil runoff.
OTHER PARAMETERS									
pH	2018-2020	pH units	No Standard	N/A	Range Average	7.7-8.1 7.9	7.7-8.2 8.0	No	Characteristic of water.
Total Alkalinity (as $CaCO_3$)	2018-2020	mg/L	No Standard	N/A	Range Average	180-210 193	130-210 153	No	Naturally occurring.
Calcium	2018-2020	mg/L	No Standard	N/A	Range Average	72-78 74	44-81 55	No	Erosion of salt deposits in soil and rock.
Hardness	2018-2020	mg/L	No Standard	N/A	Range Average	220-260 235	130-250 168	No	Hardness is the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.
Magnesium	2018-2020	mg/L	No Standard	N/A	Range Average	11-15 13	4.1-13 7.8	No	Erosion of salt deposits in soil and rock.
Sodium	2018-2020	mg/L	No Standard	N/A	Range Average	11-16 15	10-20 14	No	Sodium refers to the salt present in the water and is generally naturally occurring.
UNREGULATED CONTAMINANT MONITORING[3]									
Fourth Unregulated Contaminant Monitoring Rule (UCMR4)									
Manganese	2020	µg/L	50	N/A	Range Average	N/A N/A	ND-0.47 0.3	No	Leaching from natural deposits.

Footnotes:

[1] The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. For sample points that were monitored during the current reporting year, the current reporting year data was used. If a sampling point did not have monitoring data for the reporting year, the most current data was used. Contaminant results are based on the most current data for each sampling point.

[2] Compliance with secondary standards are based on an annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

[3] Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

[4] Baseline Feeder sample stations, North and South wells most recent sample data is from 2018; Rialto Well 4A and Encanto Booster are from 2020.

LEVELS OF DETECTED CONTAMINANTS

2020 WVWD QUALITY REPORT FOR TREATMENT PLANTS

Parameter	Sample Date[1]	Units	MCL	PHG (MCLG)	Result Type	Results: Fluidized Bed Reactors (FBR)	Results: Oliver P. Roemer Filtration Facility	Results: Ion Exchange Perchlorate Treatment	Violation Yes/No	Likely Source of Contamination
PRIMARY STANDARDS - Mandatory Health-Related Standards										
Radiological										
Gross Alpha Particle Activity	2019	pCi/L	15	(0)	Range Average	ND-2.2 2.2	ND-2.2 2.2	N/A N/A	No	Erosion of natural deposits.
Radium-226	2019	pCi/L	5	0.05	Range Average	0.45-0.48 0.47	N/A N/A	N/A N/A	No	Erosion of natural deposits.
Radium-228	2019	pCi/L	5	0.019	Range Average	0.85-1.4 1.1	N/A N/A	N/A N/A	No	Erosion of natural deposits.
Uranium	2016 2020	pCi/L	20	0.43	Range Average	2.0-3.0 2.5	NR[3] 12	N/A N/A	No	Erosion of natural deposits.
Inorganic Chemicals										
Aluminum	2020	mg/L	0.2	0.6	Range Average	NR ND	ND-0.59 0.066	N/A N/A	No	Erosion of natural deposits; residue from some surface water treatment processes.
Arsenic	2020	µg/L	10	0.004	Range Average	0.73-0.82 0.78	ND-3.9 2.0	N/A N/A	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.
Barium	2020	mg/L	1	2	Range Average	0.027-0.029 0.028	0.021-0.030 0.026	N/A N/A	No	Component of paints, soap, paper, rubber, alloys, manufacture of ceramics and glass.
Chromium (Total)	2020	µg/L	100	100	Range Average	1.6-1.8 1.7	NR ND	N/A N/A	No	Erosion of natural deposits; runoff from industrial processes.
Fluoride	2020	mg/L	2	1	Range Average	0.22-0.33 0.28	0.15-0.40 0.28	N/A N/A	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories.
Nickel	2020	mg/L	0.1	0.012	Range Average	ND-0.0017 0.0011	0.0019-0.0023 0.0021	N/A N/A	No	Metal alloys, batteries, fuel cells, tobacco smoke.
Nitrate as Nitrogen	2020	mg/L	10	10	Range Average	ND-5.3 4.1	ND-0.51 0.33	ND-6.5 5.0	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits.
Perchlorate	2020	µg/L	6	1	Range Average	ND-0.65 0.45	NR ND	ND-2.2 ND	No	Runoff and leaching from rocket fuel.
Selenium	2020	mg/L	0.05	0.03	Range Average	NR ND	ND-0.0012 ND	N/A N/A	No	Electrical uses, copier toner, anti-dandruff shampoos, glass tenting, alloys, rubber, pharmaceuticals, fungicides, insecticides, tobacco smoke. Naturally occuring in small amounts in water and some foods.
Volatile Organic Chemicals										
Methyl Tertiary Butyl Ether (MTBE)	2020	µg/L	13	13	Range Average	ND-1.7 0.73	NR ND	N/A N/A	No	Leaking underground storage tanks; discharge from petroleum and chemical factories.
Disinfection Byproducts (DBP) and Disinfection Byproduct Precursors										
Chlorine	2020	mg/L	MRDL = 4.0 (as Cl_2)	MRDLG = 4.0 (as Cl_2)	Range Average	0.89-1.70 1.23	0.20-2.20 1.57	0.28-2.32 1.17[4]	No	Drinking water disinfectant added for treatment.
Total Trihalomethanes	2020	µg/L	80	N/A	Range Average	NR ND	ND-22.7 8.3	N/A N/A	No	Byproduct of drinking water disinfection.
Haloacetic Acids 5	2020	µg/L	60	N/A	Range Average	NR ND	1.8-14.0 4.4	N/A N/A	No	Byproduct of drinking water disinfection.
Control of DBP Precursors Total Organic Carbon	2020	mg/L	TT	N/A	Range Avg.	NR 14	0.28-3.2 1.11	N/A N/A	No	Various natural and manmade sources.

LEVELS OF DETECTED CONTAMINANTS

SECONDARY STANDARDS - Aesthetic Standards[2]										
Aluminum	2020	µg/L	200	600	Range Average	NR ND	ND-590 66	N/A N/A	No	Erosion of natural deposits; residue from some surface water treatment processes.
Chloride	2020	mg/L	500	N/A	Range Average	4.1-6.9 5.1	1.5-56 22.5	N/A N/A	No	Runoff/leaching from natural deposits; seawater influence.
Color	2020	Units	15	N/A	Range Average	NR ND	ND-10 5	NR ND	No	Naturally-occurring organic materials.
Specific Conductance	2020	µS/cm	1600	N/A	Range Average	330-410 361	340-440 390	N/A N/A	No	Substances that form ions when in water; seawater influence.
Copper	2020	mg/L	1	0.3	Range Average	ND-0.008 ND	ND-0.024 0.0096	N/A N/A	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives.
Iron	2020	µg/L	300	N/A	Range Average	ND-160 72	ND-320 87	N/A N/A	No	Leaching from natural deposits; industrial wastes.
Manganese	2020	µg/L	50	N/A	Range Average	ND-5.2 2.4	ND-180 36	N/A N/A	No	Leaching from natural deposits.
Odor - Threshold	2020	TON	3	N/A	Range Average	1-2 1	NR 1	N/A N/A	No	Naturally-occurring organic materials.
Sulfate	2020	mg/L	500	N/A	Range Average	12-23 16	22-43 33	N/A N/A	No	Runoff/leaching from natural deposits; industrial wastes.
Total Dissolved Solids	2020	mg/L	1000	N/A	Range Average	190-270 224	190-250 220	N/A N/A	No	Runoff/leaching from natural deposits.
Turbidity	2020	NTU	5	N/A	Range Average	ND-1.5 0.38	1.0-1.1 1.1	N/A N/A	No	Erosion of natural substances that cause suspended particles.
OTHER PARAMETERS										
pH	2020	pH units	No Standard	N/A	Range Average	7.5-8.1 7.9	8.2-8.4 8.3	N/A N/A	No	Characteristic of water.
Total Alkalinity (as CaCO3)	2020	mg/L	No Standard	N/A	Range Average	140-170 154	77-180 126	N/A N/A	No	Naturally occurring.
Calcium	2020	mg/L	No Standard	N/A	Range Average	48-65 55	25-55 40	N/A N/A	No	Erosion of salt deposits in soil and rock.
Hardness	2020	mg/L	No Standard	N/A	Range Average	150-190 168	97-170 134	N/A N/A	No	Hardness is the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.
Magnesium	2020	mg/L	No Standard	N/A	Range Average	8.1-8.4 8.3	6.7-8.3 7.6	N/A N/A	No	Erosion of salt deposits in soil and rock.
Sodium	2020	mg/L	No Standard	N/A	Range Average	10-12 11	7.9-52 30	N/A N/A	No	Sodium refers to the salt present in the water and is generally naturally occurring.

Footnotes:

[1] The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. For sample points that were monitored during the current reporting year, the current reporting year data was used. If a sampling point did not have monitoring data for the reporting year, the most current data was used. Contaminant results are based on the most current data for each sampling point.

[2] Compliance with secondary standards are based on an annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

[3] The most current data for this analyte is 2016

[4] Results are from the distribution system.

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

FREQUENTLY ASKED QUESTIONS

West Valley Water District is here to answer any of your questions. Here are a few frequent questions we get from our customers.

1. Is there any risk of lead contamination?

WVWD has a comprehensive lead monitoring program. We sample residences and schools as well as monitor our source water as mandated. WVWD has no lead service lines, therefore, there is no risk of lead contamination in your drinking water.

2. Do you have any tips for saving water?

We are committed to making sure our customers have the most up-to-date information and tips for water conversation. From installing drip irrigation systems to leak fixing tips, please visit https://wvwd.org/customers/water-saving-tips/ for additional information.

3. How often does WVWD test our drinking water?

WVWD has invested in sophisticated state-of-the-art continuous monitoring to ensure drinking water is safe at all times. WVWD also runs frequent tests for contaminants, such as nitrate. While an infrequent occurrence, if any contaminant is at 50% of the acceptable limit, WVWD will increase testing and potentially take the source offline.

4. Why does my water look discolored?

Don't panic. If your tap water seems cloudy, hazy, or has a slightly "milky" appearance, you're probably experiencing a condition known as "entrained air." This condition is harmless and is almost always caused by air in the water. One of the many properties of water is its ability to dissolve gases—including air. Sometimes the air comes back out of the water in the form of many tiny bubbles, giving the water a "milky" appearance.

5. Is there any risk of perchlorate contamination?

Perchlorate contamination originates from former manufactures of rocket fuel/fireworks and fertilizer. Though the risk of perchlorate contamination is currently low, WVWD continuously monitors the treated water for perchlorate. In order to combat any potential negative impacts, the affected wells have ion exchange systems installed for perchlorate.

6. What safety measures and other assistance programs has WVWD implemented in the wake of COVID-19?

While this report captures water quality from 2020, it is being released in June 2021....However, WVWD has invested significantly in increasing safety measures and is closely following state and local safety protocols, including requiring the wearing of protective face masks and gloves when sampling and delivering samples to the laboratory.

In order to assist ratepayers, WVWD has also waived late fees and provided other forms of assistance, including maintaining continuity in service for all ratepayers during California's state of emergency. WVWD's customer service representatives are actively working with ratepayers on payment plans to meet their current financial situations. If you would like to speak to our customer service department, please reach out at (909) 875-1804.

DID YOU KNOW?

Safety and access are WVWD's key priorities. To ensure consistent reliability, WVWD expects to begin construction on a $4.95 million expansion of the Lord Ranch Facilities which is located on Pepper Avenue north of Baseline Road in Rialto. The expansion of the facilities includes a new booster pump station and reservoir that will provide the Water District the ability to boost additional groundwater into elevated zones. Current Lord Ranch water facilities include an aeration tank, three groundwater wells, and a pump station.

EDUCATIONAL INFORMATION

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

CONTAMINANTS AND THEIR PRESENCE IN DRINKING WATER

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals that are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive contaminants that can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (U.S. EPA) and the State Water Resources Control Board (State Water Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. State Water Board regulations also establish limits for contaminants in bottled water that provide the same protection for public health.

SAFETY IS OUR PRIORITY - HOW WVWD IS ADDRESSING POTENTIAL CONTAMINANTS

As stated above, all naturally occurring water sources contain some levels of contaminants. WVWD upholds some of the most rigid safety standards among any of its neighboring water districts to ensure ratepayers are getting the safest and highest quality product possible. Here are some of the ways WVWD addresses naturally-occurring contaminants:

- **WVWD is home to a state-of-the-art arsenic treatment plant where continuous water-quality monitoring is performed.**
- **WVWD weekly monitors areas known to have higher levels of nitrates. In the rare case a source has a nitrate concentration greater than 50% of the MCL, it is promptly taken offline.**
- **As part of the California AB 746, WVWD has tested all levels of drinking water for all public—K-12 schools, preschools, and child daycare facilities located on public school property. There is no risk of lead contamination to the water.**

CONTAMINANTS EXPECTED IN DRINKING WATER

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline (1-800-426-4791).

EDUCATIONAL INFORMATION

PEOPLE MOST VULNERABLE TO CONTAMINANTS

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. U.S. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

CONTAMINANT INFORMATION

Nitrate in drinking water at levels above 10 mg/L is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity.

While your drinking water meets the federal and state standard for arsenic, it does contain low levels of arsenic. The arsenic standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The U.S. Environmental Protection Agency continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects, such as skin damage and circulatory problems.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. WVWD is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you do so, you may wish to collect the flushed water and reuse it for another beneficial purpose, such as watering plants. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at http://www.epa.gov/lead.

COVID-19 INFORMATION

WVWD released this report in 2021, but it captures water quality information from 2020. West Valley Water District is committed to ensuring the safety of its water during the COVID-19 pandemic.

Public drinking water is always treated and tested to ensure that pathogens (including viruses) are removed before it is distributed to the public. COVID-19 does not present any threat to the drinking water supply. However, WVWD has invested significantly in increasing safety measures and is closely following state and local safety protocols for safety, including requiring the wearing of protective face masks and gloves when sampling and delivering samples to the laboratory.

To minimize the potential health impact of water quality deterioration due to prolonged building inactivity, we highly recommend following the steps outlined by the United States Environmental Protection Agency and Center for Disease Control and Prevention, especially flushing water (see below). Flushing involves the opening of taps and letting water run to remove standing water in pipes and/or outlets. This flushing process helps reduce the risk of Legionnaires' disease.

To assist ratepayers, WVWD waived late fees and provided other forms of assistance, including maintaining continuity in service for all ratepayers during California's state of emergency. WVWD's customer service representatives are actively working with ratepayers to create payment plans to meet their current financial situations and pay for past- due balances. If you would like to speak with our customer service department, please call (909) 875-1804 or send an email to customerservice@wvwd.org.

West Valley Water District

SAFE. HIGH QUALITY. RELIABLE.

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West Valley Water District

BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT

DATE: April 14, 2021

TO: Engineering, Operations and Planning Committee

FROM: Shamindra Manbahal, Interim General Manager

SUBJECT: TASK ORDER NO. 1 WITH TOM DODSON & ASSOCIATES FOR BIOLOGICAL AND ENVIRONMENTAL CONSULTING SERVICES FOR THE 18-INCH TRANSMISSION MAIN CROSSING AT ONTARIO INTERSTATE 15 FREEWAY FROM CITRUS AVENUE TO LYTLE CREEK ROAD

BACKGROUND:

The West Valley Water District ("District") requested proposals from professional environmental firms ("Consultant") to provide biological and environmental consulting services for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project ("Project"). The 18-inch diameter transmission main is required for increased development that is projected to occur in Pressure Zone 7. The proposed transmission main approximately 650 linear feet will connect to an existing 18-inch transmission main at Lytle Creek Road and bore under the Ontario Interstate 15 freeway with a 32-inch diameter steel casing within Caltrans right-of-way and terminate at Citrus Avenue in anticipation of future development within the area. Pressure Zone 7 is north of Pressure Zone 6 in the District's North System. Storage is provided by R7-1, R7-2, R7-3, and R7-4 Reservoirs on Lytle Creek Road. There is currently no source of supply within Pressure Zone 7 as water is boosted from the Lower Pressure Zones (4, 5, and 6).

DISCUSSION:

A Request for Proposal ("RFP") to prepare all necessary environmental studies to facilitate compliance with the California Environmental Quality Act ("CEQA") process related to the installation of the 18-inch transmission main with a 32-inch steel casing within Caltrans right-of-way was posted on PlanetBids to six (6) pre-approved Consulting firms for the Project. Attached as **Exhibit A** is the RFP. On March 24, 2021, the District received proposals in response to the RFP from four (4) of the six (6) Consulting firms – Albert A. Webb Associates ("Webb"), Environmental Science Associates ("ESA"), Michael Baker International ("MBI") and Tom Dodson & Associates ("TDA").

The written proposals were reviewed by an evaluation committee comprised by the District staff and were evaluated based on the following criteria:

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

The four (4) proposals received included similar qualifications and technical expertise. Listed in the table below are the proposed costs associated with the services.

Consultant	RFP Services Cost	Optional Services Cost*	Total Cost
ESA	$89,430.00	$6,320.00	$95,750.00
MBI	$106,443.00	$0.00	$106,443.00
TDA	$40,000.00	$9,200.00	$49,200.00
Webb	$101,034.00	$0.00	$101,034.00

*Note: Optional Services Cost is in addition to the RFP Services Cost and is considered standard practice for this type of agreement for these projects. Refer to Proposal for details.

In order to determine the best value for the District, staff first ensured that all proposals received met the minimum requirements in the scope of work by conducting a systematic proposal evaluation. Based on technical qualifications, overall evaluation, and costs, staff concluded that TDA provided the best value for the District's needs for the Project based on the criteria outlined in the RFP. Attached as **Exhibit B** is the District Professional Services Agreement and **Exhibit C** is the Task Order No. 1 with TDA which includes the submitted Proposal.

FISCAL IMPACT:

The cost to perform the Project as proposed by TDA is $49,200.00 and additional funds of $5,000.00 will be required to cover the Caltrans permit for a total not to exceed $54,200.00. This item is included in the Fiscal Year 2020/21 Capital Improvement Budget under the W21007 Zone 7 – 18" Transmission Main within Future ROW from Citrus Avenue to Lytle Creek Road Project. Additional funds will be needed. The District's budget for Contingency has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2020-2021 Project Name	Current Budget	Encumbrance	Environmental Cost	Transfer From/To	Remaining Budget
CONT Contingency	$65,679.00	$0.00	$0.00	($33,140.00)	$32,539.0
W21007 Zone 7 – 18" Transmission Main within Future ROW from Citrus Avenue to Lytle Creek Road	$21,060.00	$78,940.00	$49,200.00	$33,140.00	$5,000.00

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - Request for Proposal
2. Exhibit B - Professional Services Agreement with TDA
3. Exhibit C - Task Order No. 1 with TDA

EXHIBIT A

REQUEST FOR PROPOSALS (RFP)
PROJECT NO. W21007
ENVIRONMENTAL CONSULTING SERVICES FOR 18-INCH TRANSMISSION MAIN CROSSING AT ONTARIO INTERSTATE 15 FREEWAY FROM CITRUS AVENUE TO LYTLE CREEK ROAD

MARCH 3, 2021

INVITATION

West Valley Water District ("WVWD") is requesting scope and fee proposals from professional environmental firms ("Consultant") to provide environmental consulting services for the 18-inch Transmission Main crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project ("Project"). Consultants who submit proposals for this project must have experience in providing similar services for other water districts, agencies, or cities. The scope of work for the Project is included in this RFP.

The selected Consultant shall perform the tasks specified in the "Scope of Work" section of the RFP. The Consultant is encouraged to suggest additional or modifications to the scope that will enhance or clarify the requested services and the suggestions should be incorporated into the proposal.

PROPOSAL SUBMITTAL

All proposals must be submitted via **PlanetBids** by **4:00 p.m. on Wednesday, March 24, 2021**. Proposals will not be accepted after the deadline.

COMMUNICATION WITH DISTIRCT DURING RFP PROCESS

Communications between a Consultant and a member of WVWD's Board of Directors, or between a Consultant and a non-designated WVWD contact regarding the selection or award of this contract, is **prohibited** from the time the RFP is advertised until the item is posted on an agenda for the selection of a proponent of award of the contract. During the RFP process, Consultants shall submit all questions **via PlanetBids**. Last

day to submit questions is **Wednesday, March 10, 2021**. If there are any revisions to the RFP, an addendum will be issued on PlanetBids. Failure of a Consultant or any of its representatives to comply with this paragraph may result in rejection of any proposal submitted.

PROJECT BACKGROUND

WVWD's service area is located in Southwestern San Bernardino County with a small part in Northern Riverside County. WVWD serves customers in the Cities of Rialto, Fontana, Colton, Jurupa Valley ("Riverside County") and unincorporated areas of San Bernardino County. The service area consists of eight (8) pressure zones: Zone 2, 3, 3A, 4, 5, 6, 7 and 8 and is divided into Northern and Southern systems by the central portion of the City of Rialto.

Pressure Zone 7 is north of Pressure Zone 6 in WVWD's North System. Storage is provided by R7-1, R7-2, R7-3, and R7-4 Reservoirs on Lytle Creek Road. There is currently no source of supply within Pressure Zone 7 as water is boosted from the Lower Pressure Zones (4, 5, and 6).

The 18-inch transmission main is required for increased development that is projected to occur in Pressure Zone 7. The proposed transmission main will connect to an existing 18-inch transmission main at Lytle Creek Road and bore under the Ontario Interstate 15 freeway and terminate at Citrus Avenue in an unimproved area which is approximately 650 linear feet. The proposed pits for the jack and bore will be approximately 40'Lx20'W and will be located outside the Caltrans right-of-way.

The Consultant shall prepare all necessary environmental studies to facilitate compliance with the California Environmental Quality Act ("CEQA") process related to the installation of the 18-inch transmission main with a 32-inch steel casing within Caltrans right-of-way. See attached **Exhibit A** for the general location/extent of the project identifying the Project.

SCOPE OF WORK

The scope of services includes, but not limited to, the following:

1. Prepare a Mitigated Negative Declaration (MND).
2. Prepare, print, publish, and/or mail any notices; two (2) printed hard copies and an electronic copy in pdf format.
3. Prepare responses to comments on the Environmental documents.
4. Prepare archaeology and paleontology surveys.
5. Conduct a cultural resource study and an impact analysis if required.
6. Prepare a biological resources technical report and an acoustical technical report as part of the MND
7. Conduct a hazardous material evaluation.

Geotechnical Services. A geotechnical investigation and remediation for the project site will be completed separately by the Design Engineer Consultant. A copy of the report may be available upon request.

Permits. A Caltrans encroachment permit for the project will be completed separately by the Design Engineer Consultant. CEQA documentation shall be included as part of the Caltrans Encroachment permit.

Schedule. Prepare a detailed itemized schedule.

Meetings.

1. Consultant shall attend 4 (four) progress meetings with WVWD. One (1) internally with WVWD at kick-off and remainder as needed.
2. Prepare an agenda, record all meeting minutes, and submit a copy of minutes to WVWD within three (3) working days after each meeting.

Deliverables.

1. All electronic text document deliverables shall be in Microsoft Word and in Adobe PDF format.

TENTATIVE PROJECT SCHEDULE

3/3/2021	Issuance of RFP
3/10/2021	Deadline for questions
3/12/2021	Last addendum issued
3/24/2021	Proposals due by 4:00 PM
4/14/2021	Engineering and Planning Committee meeting
5/6/2021	Board meeting
5/7/2021	Award contract
5/25/2021	Tentative Kickoff Meeting

PROPOSAL REQUIREMENTS

WVWD requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. The Consultant's proposals shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received. Proposals should include the following:

1. Cover Letter. A brief summary containing highlights of Consultant's proposed approach to the services described in the RFP, including a statement of its understanding of the project and services required, signed by an individual authorized to bind the proposing firm stating the firm has read and will comply with all terms and conditions of the RFP.
2. Background on Firm. A brief description of the firm including the size of the organization, location of offices, years in business, organizational chart, name of owner and principal parties, and titles of staff including qualifications, the proposed team members to be assigned to the project including sub-consultants, which staff members are locally based, and which are located at other offices, if applicable.
3. Statement of Understanding and Approach. Provide a description of the methodology the firm will use to complete the Scope of Work as detailed in this RFP. Discuss and describe the firm's experience working on similar projects and provide a statement of the services your firm feels would differentiate your firm from others. Additionally, as a part of the summary, identify the responsibilities of WVWD and the

responsibilities of the firm, and indicate relevant Projects that were completed by employees while working for other firms must also be indicated.

4. Scope of Work. Provide details with specific task descriptions to demonstrate that the proposer has considered all aspects of the proposal and that the proposer will cover them thoroughly.
5. Additional Information. WVWD has outlined the requirements of this project in as much detail as is currently known. Respondents may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Please provide any exceptions, additional information, or suggestions that will aid in the selection process (attachments are acceptable). Please keep these as brief as possible. This information should be included in the twenty (20) pages allocated.
6. Cost Estimates of Consulting Fee. Each proposal shall include a cost estimate for providing services. A detailed man-hour estimates by personnel classification for the major portions of the work broken down through each of the tasks. All current hourly fee schedules should be based on the Consultant's current fee schedule. Estimated costs must include all labor, materials, equipment, professional services, insurance, travel, profit, and all other costs and expenses for the proposed project with a total "not to exceed" amount.
7. Project Schedule. Provide a project schedule with significant milestone events or deadlines. Scheduling milestones should be concrete and achievable; however, they may be revised on approval of both parties.
8. Acceptance of WVWD's Agreement for Professional Services, insurance and indemnity requirements.

SELECTION CRITERIA

WVWD intends to engage the most qualified Consultant available for this assignment. Therefore, it is imperative that the Consultant's proposal fully address all aspects of the RFP. Based on selection criteria, qualified Consultant teams may be selected for separate interviews prior to making the recommendation to WVWD's Board of Directors. Contract negotiation will commence following WVWD's review and scoring of proposals and WVWD's Board of Directors approval of selected Consultant. Proposals submitted will be evaluated by a committee comprised of WVWD staff. The committee's evaluation will be based upon, but not limited to the following criteria:

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

WVWD will select the proposal that best meets its needs and no one criterion will be determinative. While cost is a key consideration, WVWD reserves the right to choose the best proposal, which may not be based on price. After evaluating the proposals, WVWD reserves the right to further negotiate the proposed work and/or method and amount of compensation. The Consultant must clearly state the period of time for which the proposal will be valid. This period must not be less than ninety (90) days from the date of submittal.

WVWD exercises its discretion in selecting a firm or individual that presents the proposal that, in sole judgment of WVWD, best serves the interest of WVWD. WVWD reserves the right to waive minor irregularities in any proposal, reject any proposal that fails to meet the proposal requirements in any respect, to reject all proposals for any reason or to cancel in part or in its entirety the RFP.

PROPOSAL LENGTH

The proposal shall not exceed twenty (20) 8-1/2" x 11" pages in length. One (1) page is equivalent to text on front and back of page, exclusive of the fee estimate and exclusive of resumes.

ADDITIONAL INFORMATION

WVWD shall not be liable for any pre-contractual expense incurred by the Consultant. WVWD reserves the right to withdraw this RFP at any time and makes no representations to this RFP. WVWD reserves the right to postpone consideration of the proposals and to reject any and/or all proposals without indicating any reasons, therefore.

Thank you for your interest in working with WVWD for this service. We look forward to receiving your proposal.

Enclosures: Exhibit A – Proposed 18-inch Transmission Main General Location/Extent of the Project

EXHIBIT A

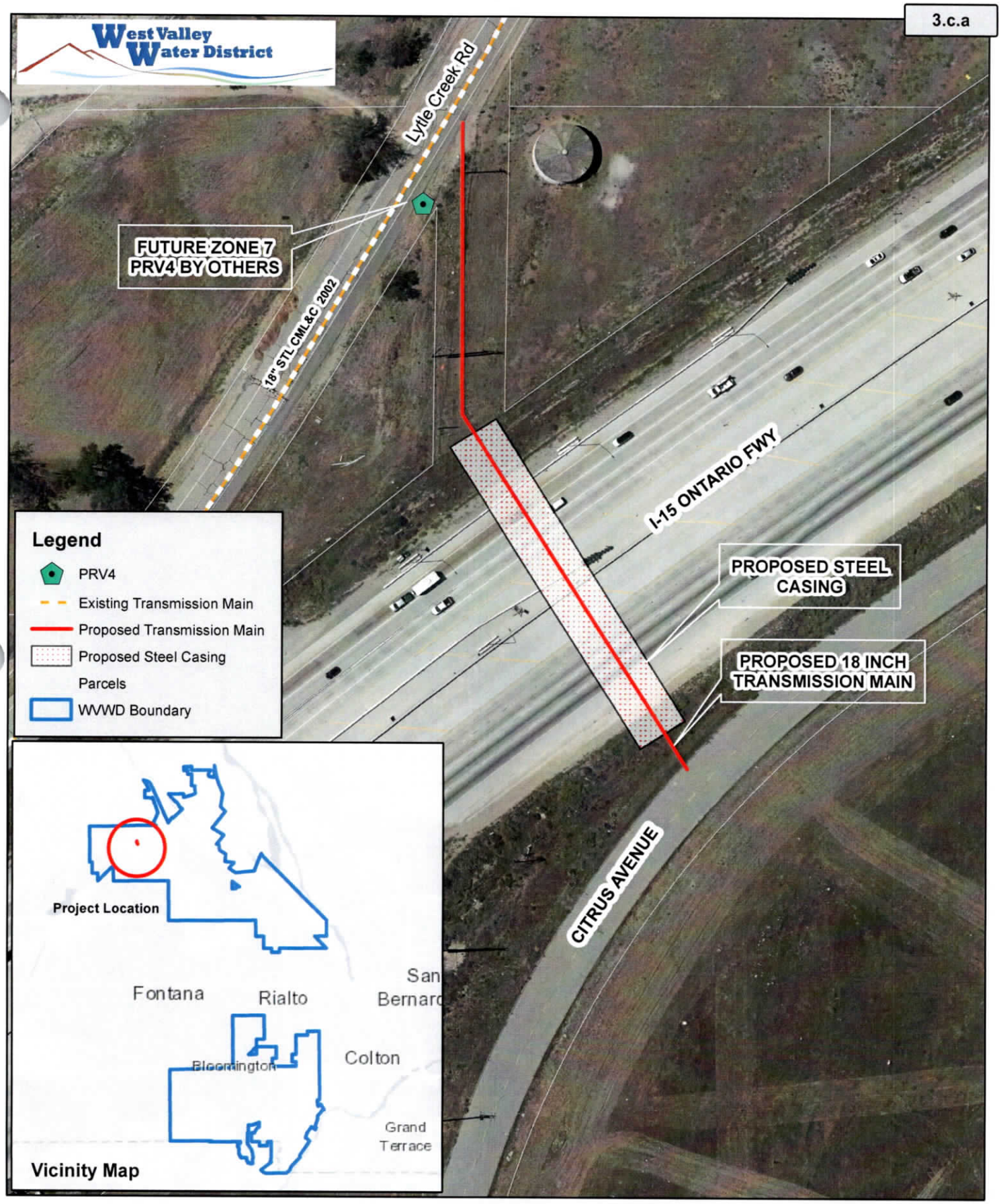


EXHIBIT A

Proposed 18 inch Transmission Main with Steel Casing within Future Right-of-Way from Citrus Avenue to Lytle Creek Rd.

0 50 100

EXHIBIT B

West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Tom Dodson & Associates

TABLE OF CONTENTS

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this 6th day of May, 2021 ("Effective Date") is by and between West Valley Water District ("District") and Tom Dodson & Associates ("Consultant"). The District and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

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

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

2.3 Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").

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

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

Section 3. Additional Services and Changes in Services

3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders, unless such additional services are authorized in advance and in writing by District.

3.2 If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

3.3 District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

4.1 By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:

(a) investigate and consider the services to be performed;

(b) carefully consider how and within what time frame the services should be performed;

(c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and

(d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.

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

Section 5. **Compensation and Payment.**

5.1 Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.

5.2 Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.

5.3 District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.

5.4 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.

5.5 No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. **Required Documentation Prior to Performance.**

6.1 Consultant will not perform any services under this Agreement until:

(a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and

(b) Consultant provides District with a Taxpayer Identification Number.

6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Project Documents.

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

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

Section 8. Consultant's Books and Records.

8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.

8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

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

Section 9. Status of Consultant.

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

9.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.

9.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

12.1 All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.

12.2 Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

12.3 If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.

12.4 Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by

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

Section 13. Indemnification.

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

Section 14. Insurance.

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

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

Section 15. Assignment.

15.1 The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

15.2 Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant , for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

16.1 District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

16.2 Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

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

Section 17. Notices.

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

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

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

To Consultant:
Tom Dodson & Associates
2150 N. Arrowhead Avenue
San Bernardino, CA 92405
Attention: Tom Dodson, President

(Tel.) (909) 882-3612
(Fax) 909) 882-7015
tda@tdaenv.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, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.

18.4 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

18.5 Facsimile Signatures. Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.

18.6 Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.

18.7 Interpretation. This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its

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

18.8 Severability. If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.

18.9 Venue. The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.

18.10 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

18.11 Cooperation. Consultant shall cooperate in the performance of work with District and all other agents.

18.12 Time of Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

18.13 Counterparts. This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

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

DISTRICT:

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

By _____
Channing Hawkins, President

By _____
Shamindra Manbahal, Interim General Manager

By_____
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

Tom Dodson & Associates

By_____

Name_____

Its_____

EXHIBIT A

TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this _____ day of _____, 2020 by and between West Valley Water District, a public agency of the State of California ("District") and _____ ("Consultant").

RECITALS

A. On or about _____, 2020 District and Consultant executed that certain Agreement for Professional Services ("Agreement").

B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.

C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.

2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.

3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[***SIGNATURES APPEAR ON FOLLOWING PAGE***]

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

DISTRICT:

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

_____
Clarence C. Mansell Jr., General Manager

_____
Peggy Asche, Board Secretary

CONSULTANT:

Vendor Name Here _____

By_____

Name_____

Its_____

By_____

Name_____

Its_____

EXHIBIT "1"

TO

TASK ORDER NO. __1__

SCOPE OF SERVICES

EXHIBIT "2"

TO

TASK ORDER NO. __1__

COMPENSATION

EXHIBIT "3"

TO

TASK ORDER NO. __1__

SCHEDULE

EXHIBIT B

KEY PERSONNEL

KEY PERSONNEL

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

   Tom Dodson, President

2. Consultant shall exercise reasonable efforts to keep such key personnel employed in connection with the project as long as reasonably necessary to fulfill obligations under this Agreement. Consultant shall provide appropriate notice to the District prior to key personnel removal or replacement. Consultant shall submit the resume of the personnel nominated to fill the positions listed in the Request for Proposal ("RFP") to the District for review. Key personnel, included in the RFP, are the following:

   Tom Dodson, President, Project Manager, Environmental Consulting Specialist
   Kaitlyn Dodson-Hamilton, Vice President, Environmental Specialist
   Christine Camacho, Office Manager
   Michael Hogan, PH.D., RPA, Principal Investigator/Archaeologist
   Bai "Tom" Tang, M.A., Principal Investigator/Historian/Architectural Historian
   Hans Giroux Ph.D., Senior Analyst
   Sara Friedman Gerrick, Senior Engineer
   Lisa Patterson, California & Southwest Operating Divisions Lead
   Daniel Smith, Southwest Team Support Staff
   Aric Evatt, PTP, President
   Bill Lawson, P.E., INCE, Principal

EXHIBIT C

INSURANCE

INSURANCE

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

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

B. **Commercial General Liability Insurance**. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims made" basis.

C. **Business Automobile Insurance**. Automobile coverage must be written on forms subject to the written approval of District.

D. **Professional Liability Insurance**. This coverage must be on an "occurrence" basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.

E. **Workers Compensation**. Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than $1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.

F. **Additional Insureds**. Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the 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.

EXHIBIT C

TASK ORDER NO. 1

Biological and Environmental Consulting Services for 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project

This Task Order ("Task Order") is executed this 6th day of May, 2021, by and between West Valley Water District, a public agency of the State of California ("District") and Tom Dodson & Associates ("Consultant").

RECITALS

A. On or about May 6th, 2021, District and Consultant executed that certain Agreement for Professional Services ("Agreement").

B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.

C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.

2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.

3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[*SIGNATURES APPEAR ON FOLLOWING PAGE*]

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

DISTRICT:

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

By _____
Channing Hawkins, President

By _____
Shamindra Manbahal, Interim General Manager

By _____
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

TOM DODSON & ASSOCIATES

By_____

Name_____

Its_____

EXHIBIT "1"

TO

TASK ORDER NO. 3

SCOPE OF SERVICES

Scope:

1. **Engineering Design Services for the Biological and Environmental Consulting Services for 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project per the attached proposal dated March 22, 2021.**

TOM DODSON & ASSOCIATES

Mailing Address: PO Box 2307, San Bernardino, CA 92406
Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405
Tel: (909) 882-3612 ✦ Fax: (909) 882-7015 ✦ Email: tda@tdaenv.com

MEMORANDUM

March 22, 2021

To: West Valley Water District

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

Subject: RFP to Provide an Environmental Scope of Work/Proposal for the Project Titled "18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road" for West Valley Water District

Thank you for the opportunity to be considered for award of the Environmental Consulting Services for the 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project defined in the above-referenced request for proposal. Tom Dodson & Associates (TDA) looks forward to working with West Valley Water District (WVWD) on this Project as we have for many other water agencies providing service in the Inland Empire area. TDA has extensive experience with several water agencies and wastewater collection providers and has served the Southern California Area with Environmental Consulting Services for 40 years. It has been TDA's experience that a team's performance can best be demonstrated by the long- term relationships it maintains with its clients. TDA also has long-term relationships with several water/wastewater districts/agencies and cities, such as Inland Empire Utilities Agency Mission Springs Water District, and the City of El Monte.

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

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

Sincerely,

Tom Dodson

Tom Dodson
President

TD/cmc

Prop21/WVWD 18-inch Transmission Main proposal

PROPOSAL FOR PROJECT NO. 221007 ENVIRONMENTAL CONSULTING SERVICES FOR 18-INCH TRANSMISSION MAIN CROSSING AT ONTARIO INTERSTATE 15 FREEWAY FROM CITRUS AVENUE TO LYTLE CREEK ROAD

Submitted to:

West Valley Water District

Submitted by:

Tom Dodson & Associates
P.O. Box 2307
San Bernardino, California 92406
(909) 882-3612

Proposal Due Date and Time:

Wednesday, March 24, 2021
4:00 p.m.

SUMMARY OF RESUMES FOR TOM DODSON & ASSOCIATES STAFF

BRIEF PROFILE: TOM DODSON & ASSOCIATES

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

A common theme of all TDA projects is compliance with environmental requirements while meeting project schedules. TDA works with clients to meet schedules and identify reasonable and ethical environmental requirements. For every project, TDA has found there is a mutually acceptable balance between development goals and the need to protect the environment. TDA strives to define this balance for clients and regulators and present workable solutions that both parties can accept as the basis for implementation of projects. With over 50 years of collective experience in environmental problem-solving, TDA has been remarkably successful in meeting client and environmental objectives. For example, TDA completed a water treatment plant with associated connecting pipeline project for Monte Vista Water District and the City of Chino, which was approved in August of 2019. Additionally, TDA is currently working on a similar project involving a pipeline boring below the I-5 freeway on behalf of East Orange County Water District utilizing an MND as the method by which to comply with CEQA. As such, TDA believes that we have relevant and recent experience that will aid West Valley Water District in meeting CEQA requirements for this project.

STAFF PROFILE: TOM DODSON & ASSOCIATES

Tom Dodson, President, TDA

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

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

Kaitlyn Dodson-Hamilton, Vice President and Environmental Specialist, TDA
Education: B.A., English with Honors, University of California at Riverside, 2011

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

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

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

Summary of Experience: Ms. Camacho has more than 30 years of experience in office management and document production, and more than 20 years as the Office Manager at TDA preparing environmental documents and forms.

SUBCONSULTANT PROFILES

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

CRM TECH

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

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

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

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

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

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

GIROUX & ASSOCIATES

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

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

Hans Giroux Ph.D., Senior Analyst

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

Sara Friedman Gerrick, Senior Engineer

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

JACOBS

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

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

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

Lisa Patterson, California & Southwest Operating Divisions Lead

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

Daniel Smith, Southwest Team Support Staff

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

documentation and permitting experience; Federal and California Endangered Species Act surveys, monitoring, and reporting; NEPA/CEQA, Clean Water Act Section 401 and 404; Agency and client coordination and consultation.

URBAN CROSSROADS

Urban Crossroads was founded in 2000, and is a leading provider of traffic, air and noise consulting services. TDA has utilized the services of Urban Crossroads to perform each of the above services for more than 10 years and has confidence in their capabilities at meeting the objectives of each of these services.

Urban Crossroads provides the full spectrum of environmental noise measurement and analysis expertise. This may include a preliminary noise study to establish the barrier height requirements for tentative tract map approval, detailed building assembly requirements as part of a final noise study to satisfy the interior noise requirements, project operational stationary-source noise levels and potential short-term construction noise impacts. In addition, Urban Crossroads' noise group maintains a strong technical background in the application and development of noise prediction models.

Urban Crossroads currently works with IEUA through TDA on projects requiring a more in- depth, often EIR level analysis; they recently completed Air Quality, Energy, and GHG analyses for the OBMPU Draft SEIR for IEUA and the Chino Basin Watermaster. TDA envisions utilizing Urban Crossroads to conduct the Noise Impact Analysis for this Project, as their availability and quality of work product for a project of this scope is unmated.

Key personnel include Aric Evatt, PTP, President; and, Bill Lawson, P.E., INCE, Principal;

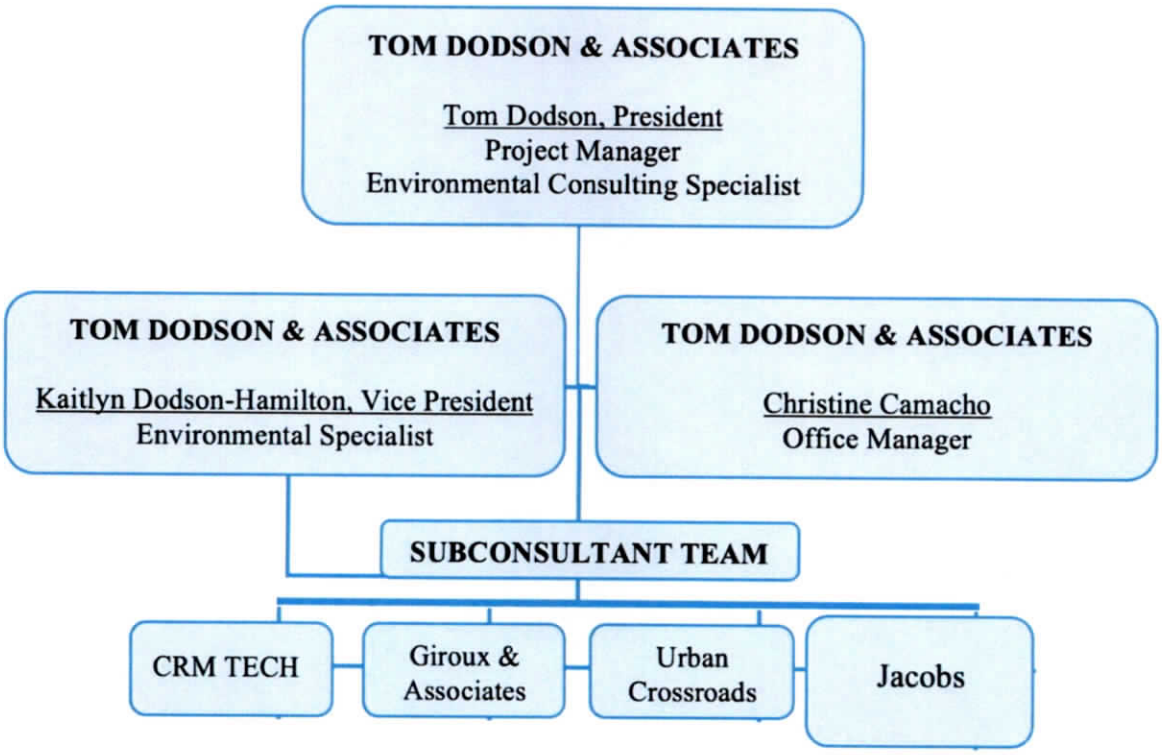
Aric Evatt, PTP, President

Aric Evatt is the President of Urban Crossroads, Inc. and a certified Professional Transportation Planner (PTP). Mr. Evatt oversees a wide range of technical disciplines with an emphasis on transportation planning and environmental impact analysis with a focus on helping clients develop mitigation strategies in response to ever evolving environmental and legislative requirements.

Bill Lawson, P.E., INCE, Principal

Bill Lawson is a founding principal partner, a Registered Professional Traffic Engineer and a Certified Acoustical Consultant. Mr. Lawson maintains a wide range of technical expertise that includes transportation planning, traffic engineering, neighborhood traffic control, and noise impact analysis. Mr. Lawson has over 25 years of community noise experience and has personally prepared and directed the development of well over 2,000 noise study reports throughout Southern California. His work as a noise consultant focuses on helping communities identify and control noise impacts by developing meaningful solutions to complex noise issues.

ORGANIZATIONAL CHART



STATEMENT OF UNDERSTANDING AND APPROACH

Preparing an Initial Study/Mitigated Negative Declaration (IS/MND) utilizes the current State CEQA Guidelines Initial Study Environmental Checklist Form (Appendix G, 2020 Guidelines). The current IS/MND Form addresses 21 issues and substantiation must be provided for each issue. Having prepared hundreds of IS/MNDs over the past 35 years, TDA is able to define and address all issues quickly and determine where technical studies may be required. A quick example of why this is possible, relates to the new issue of Wildfire Hazards. A review of the Cal Fire wildfire hazard areas (high, very high, and severe) quickly indicates whether a site is exposed to such hazards. It either is or is not. If not in a wildfire hazard area, then a technical study is not needed to further address this issue.

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

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

SCOPE OF WORK

PROJECT APPROACH / SCOPE OF WORK

The following scope of work has been prepared in accordance with our approach and understanding of the Project and pursuant to CEQA. Our scope of work assumes that an IS/MND will be the appropriate environmental determination for this project because of the small size of the development, with very little potential to exacerbate existing environmental conditions to a level of significant impact. Our scope of work assumes that TDA will provide comprehensive environmental and technical services and that we will be responsible for each step of the CEQA process, from assisting the District with finalizing the Notice of Intent to Adopt an MND to filing the Notice of Determination. Specific tasks and roles of TDA and the District staff are detailed in each task below.

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

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

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

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

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

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

Deliverable(s):

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

TASK 2: DEVELOP AND COMPILE THE PROJECT DESCRIPTION

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

Once the project description is completed, a draft will be forwarded to District staff for review and comment. The end product of this effort will be a detailed project description that will be utilized by TDA in the Initial Study to forecast environmental effects of implementing the Project. This same project description with minor editing will be used as a basis for the TDA, on behalf of the District, to write the initial consultation letters pursuant to AB 52, if applicable. On behalf of the District, TDA will draft letters to the Tribes who have requested consultation from the District under AB 52, and will include the Project Description and related graphics as attachments to the initial AB 52 consultation letters.

Deliverable(s):

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

TASK 3: TECHNICAL ANALYSES AND MODELING

Task 3A: Air Quality and Greenhouse Gas Emissions
TDA will oversee preparation a technical analysis to evaluate potential air quality and greenhouse gas (GHG) emissions impacts associated with the proposed project. This technical analysis will be prepared by Giroux & Associates. Impacts will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects within the South Coast Air Basin (SoCAB). Modeling will be conducted using the most current version of California Emissions Estimator Model (CalEEMod) and will be included as an appendix to the environmental document. Model data will be compiled for the following project activities: construction, operation, local significance thresholds, health, and GHG.

Task 3B: Noise and Vibration
TDA will oversee preparation of a technical analysis to evaluate potential noise and vibration impacts for the construction and operational phases proposed project. Urban Crossroads and TDA will utilize previous experience and knowledge of similar noise environments to characterize the existing conditions for the project area. The ambient noise environment around the project site is expected to be dominated by transportation noise at many locations throughout the project footprint due to the proximity of the I-15 freeway. Urban Crossroads will conduct 24-hour noise monitoring at the project site to establish noise baseline. Urban Crossroads will assess temporary noise and vibration impacts during project construction activities using industry-standard analysis techniques and using scheduling, equipment mix, hauling, and truck trip information as provided by the applicant. Additionally, construction-related vibration will be analyzed with respect to the adjacent residences located adjacent to the project footprint. Construction related noise and

vibration impacts will be analyzed in terms of the surrounding non-sensitive and sensitive receptors.

The findings of the noise and vibration analyses and impact assessment will be provided in the IS/MND and pertinent calculations and technical information will be provided in an Appendix.

Task 3C: Cultural Resources Report
TDA will oversee preparation of a technical analysis to evaluate potential impacts the cultural resources (archaeological, historical, and paleontological resources). CRM TECH staff are extremely adept at preparing cultural resources reports, and have conducted several studies for similar pipeline installation projects. Where applicable, CRM TECH staff will facilitate compliance with compliance with Section 106 of the National Historic Preservation Act. This may apply due to the required encroachment permit from Caltrans. CRM TECH will also conduct a field study of the project area, as well as a records search of the footprint to ultimately compile a Historical/Archaeological Resources Survey Report that will meet CEQA, and where applicable National Environmental Policy Act (NEPA) requirements.

Task 3D: Biological Resources Assessment and possible Jurisdictional Delineation
TDA will oversee preparation of a technical analysis to evaluate potential impacts the biological resources that may occur near or within the project footprint. Jacobs staff are incredibly familiar with the project area, and have conducted several studies for similar pipeline installation projects. Because the project footprint includes areas that have not been completely developed, this assessment is crucial to determining what species may be impacted by the proposed project, and Jacobs will determine the appropriate treatment of any potential species that may exist within the footprint, in most cases through implementation of mitigation that complies with California Department of Fish and Wildlife standards and requirements. Additionally, based on a cursory review of Google Maps, it appears that minimal potential for the project to impact jurisdictional features as a result of construction of the project; as part of the biologist's field assessment, Jacobs will determine whether any jurisdictional features would be impacted by the proposed project, and if jurisdictional features are determined to be present within the construction footprint, Jacobs will prepare a Preliminary Jurisdictional Delineation. This is a task for which a fee is provided in this proposal, but is dependent on the determination made as a result of the biological field survey.

Deliverable(s):

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

TASK 4: SCREENCHECK DRAFT IS/MND

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

Findings will be clearly substantiated in the IS/MND for each environmental topic checklist question to conclude that: (1) there will be no impacts, (2) impacts will be less than significant, or

(3) impacts will be less than significant with mitigation incorporated. The IS/MND will meet all the requirements set forth in CEQA (California Public Resources Code, sections 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, sections 15000 et seq.).

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

Deliverable(s):

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

TASK 5: PUBLIC DRAFT IS/MND

TDA will edit the IS/MND upon receipt of the comments from the District. Upon approval of the IS/MND as the public draft version, we will also prepare a Notice of Intent (NOI). TDA will reproduce and distribute the public draft IS/MND and NOI to responsible agencies, trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the District. It is assumed that TDA will file the NOI with the San Bernardino County Clerk of the Board. TDA will draft a Notice of Availability (NOA), which will provide notice to the public pursuant to CEQA Guidelines Section 15072(b), by either publication in the newspaper, posting on site, or direct mailing to adjacent property owners. TDA will provide copies of the draft report to public agencies as required.

Deliverable(s):

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

TASK 6: RESPONSE TO COMMENTS

If any comments are received during the 30-day public review period, TDA will work with the District to address any CEQA related comments. It is expected that the number of comments received will be minimal and responses can be handled through a memorandum and included in the staff report to Planning Commission.

Deliverable(s):

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

TASK 7: MITIGATION MONITORING AND REPORTING PROGRAM

TDA will prepare a Mitigation Monitoring and Reporting Program (MMRP) based on mitigation measures identified in the IS/MND and pursuant to Section 21081.6 of the CEQA Public Resources Code. The MMRP will be defined through working with District staff to identify appropriate monitoring steps/procedures in order to provide a basis for monitoring such measures during and upon project implementation. It will identify the significant impacts that would result

from the proposed project; proposed mitigation measures for each impact; the timing at which the measures will need to be conducted; the entity responsible for implementing the mitigation measure; and the District department or other agency responsible for monitoring the mitigation effort and ensuring its success. The MMRP will be submitted to District staff for review and approval in conjunction with submittal of the Response to Comments (see Task 6).

Deliverable(s):

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

TASK 8: DELIVERY OF FINAL CEQA PACKAGE

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

Deliverable(s):

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

TASK 9: MEETINGS AND PUBLIC HEARINGS

Tom Dodson and/or Kaitlyn Dodson-Hamilton will attend the initial kick-off meeting. He will be available for progress meetings by phone as needed. Tom Dodson will attend the CVWD Board Public Hearing. Approximately three hours for each public hearing, and one-to-two hours for project status meetings—the hours noted include preparation, drive (where applicable), and attendance time. This task may be used for conference calls, in-person meetings, or public hearings. TDA will prepare an agenda for meetings, record meeting minutes, and submit meeting minutes to WVWD and the Project Team promptly. TDA will provide optional services to draft necessary presentations or collaborate with WVWD staff to draft any required presentations for meetings. TDA assumes 20 to 25 hours will be adequate for this task.

Deliverable(s):
One Kick-off meeting; four progress meetings; and One Public Hearing

TASK 10: NOTICE OF DETERMINATION

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

Deliverable(s):

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

TASK 11: CALTRANS

TDA is currently working on a project that requires boring pipeline under the I-5 freeway, and as such requires an Encroachment Permit from Caltrans. We are currently working towards compliance with NEPA for that project, as Caltrans District 12 is requiring NEPA compliance for the pipeline boring under the freeway. Given the above, we believe that this may be a requirement

for this project, working instead with Caltrans District 8. As such, we are providing an additional optional task to comply with NEPA requirements for this project. This would include corresponding with Caltrans and District staff, as well as working with Caltrans to determine and ultimately prepare the appropriate NEPA compliance. In this case, we believe the appropriate compliance mechanism to be a Categorical Exclusion (CatEx), though Caltrans concurrence is required to solidify this determination. TDA assumes up to 20 hours for this task.

Deliverable(s):

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

FEE SCHEDULE

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

Environmental Specialist I	$150/hour
Environmental Specialist II	$105/hour
Environmental Specialist III	$75/hour
Admin / WP / Graphics	$50/hour
Legal Expert Witness	$225/hour

Other Direct Costs: All other direct costs (travel, supplies, printing, subcontracts, etc.) are charged at actual cost plus a 10 percent management/handling charge. Mileage will be billed at $0.58 per mile. No surcharge for work completed by subconsultants will be charged as part of this contract.

The following are the fees for implementing the above tasks.

Task 1:	Project Management and Administration	
	Environmental Specialist I at appx. 15 hours	$2,000
Task 2:	Project Description	
	Environmental Specialist I or II at appx. 10 hours	$1,500
Task 3:	Technical Analyses and Modeling	
Task 3A:	Air Quality and Greenhouse Gas Emission	$3,000
Task 3B:	Noise and Vibration	$7,000
Task 3C:	Cultural Resources Report	$6,500
Task 3D:	Biological Resources Assessment	$4,500
	Optional Jurisdictional Delineation	($3,000)
Task 4:	Screencheck Draft IS/MND	
	Environmental Specialist I or II at appx. 40-65 hours	$6,000
Task 5:	Public Draft IS/MND	
	Environmental Specialist I or II at appx. 5-10 hours	$1,000
Task 6&7:	Responses to Comments Mitigation Monitoring and Reporting Program	
	Environmental Specialist I or II at appx. 15 hours	$2,000
Task 8:	Delivery of Final CEQA Package	
	Admin / WP / Graphics at appx. 15 hours	$1,000
Task 9:	Meetings and Public Hearings	
	Environmental Specialist I or II at appx. 20 hours	$3,000
Task 10:	Notice of Determination (direct cost)	$2,500
Task 11:	Caltrans NEPA Requirements (if required, optional task)	
	Environmental Specialist I or II at appx. 20 hours	($3,000)
Total *without optional tasks*		$40,000
Total *with optional tasks*		$46,000

The final fee of $46,000 above is considered the "not to exceed" amount of this proposal, with the understanding that where optional tasks are not applicable, the budget will decrease to exclude those funds from the proposal.

SCHEDULE

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

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

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

CONCLUSION

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

This proposal is valid for 100 days beyond the RFP deadline date of March 24, 2020.

RESUMES

Tom Dodson

Title

President /
Environmental Specialist

Education

M.A., *Geography*, University of California, Berkeley, 1973
B.A., *Geography*, University of California Berkeley, 1968

Experience

30+ years

Summary

Tom Dodson is the President of Tom Dodson and Associates, an environmental consulting firm in San Bernardino, California. He has more than 40 years of experience in land use planning, and environmental and resource management, with special expertise in CEQA, NEPA, regulatory compliance, expert witness testimony and communication/facilitation for resolution of environmental issues. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state and local level, and designs formal presentations to committees.

Mr. Dodson has served as a facilitator in resolving environmental issues for several agencies, including the Bureau of Land Management, San Bernardino County, City of San Bernardino, and other agencies. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on most projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson also serves as the environmental advisor/consultant to the San Bernardino County Local Agency Formation Commission, San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, Cities of Murrieta and El Monte, and several other agencies.

Relevant Experience

San Bernardino County Local Agency Formation Commission

Beginning in 1989 Tom Dodson & Associates became the sole environmental consultant for the San Bernardino County Local Agency Formation Commission (SBCLAFCO). For the past 13 years Tom Dodson has served as the individual overseeing and coordinating all environmental determinations for the SBCLAFCO. This has included review of all reorganizations, annexation, detachments, incorporations and other actions by the Commission. Over 400 CEQA determinations have been overseen by Tom Dodson on behalf of and in coordination with the SBCLAFCO staff. The vast majority of LAFCO projects have consisted of exemptions, but many negative declarations have been prepared and a few environmental impact reports have been coordinated on behalf of LAFCO. Tom Dodson is considered an expert on CEQA compliance for LAFCO projects and has made several presentations at CAL LAFCO annual meetings and on behalf of the SBCLAFCO.

Inland Empire Utilities Agency (IEUA, 1999-Present)

As environmental consultant to the IEUA, TDA prepared the Program EIR for the Optimum Basin Management Program which evaluated the whole program that is proposed to be implemented to remove groundwater contamination from the Chino Basin. This EIR was prepared to meet court mandated

deadlines and was certified in a timely manner by the IEUA. TDA has continued consulting with IEUA and recently completed a Program EIR for IEUA Facilities Masters Plans, which examined the long-term implementation of wastewater, recycled water and organic waste management programs. TDA is currently working with ASL/Tetra Tech to implement a major expansion in the organic composting operations currently being carried out by IEUA as part of the Chino Basin groundwater aquifer remediation. Site selection, due diligence, and CEQA documentation are part of the tasks that TDA has assisted with on this project.

Inland Valley Development Agency (IVDA)/San Bernardino International Airport Authority (SBIAA) (1992-Present)

Environmental manager for the IVDA and SBIAA in their role as the redevelopment and reuse agency for Norton Air Force Base located in San Bernardino, California. Assisted the Air Force in completing its first and only air conformity determination for reuse of a closing military base. The analysis was used in presentations to the federal Environmental Protection Agency (EPA) to revise the Conformity Regulations to exclude transfers of military bases from conformity findings. TDA has been involved in every facet of base closure, working closely with the Air Force Base Closure Agency (AFBCA) at Norton and in Washington D.C. to complete the Final EIS and issue the Record of Decision. This support effort includes endangered species management programs at the former Base and consultations with the State and Federal government under endangered species laws.

Negotiation of Stream Alteration Agreements and Section 404 Permits

Since 1988 Mr. Dodson has been involved in more than 20 projects that required acquisition of Stream Alteration Agreements from the State Department of Fish and Wildlife and Section 404 Permits from the U.S. Army Corps of Engineers. This includes several permits in Big Bear Valley, along the Santa Ana River and its tributaries, and southern California in general.

Burlington Northern Santa Fe Projects

Over the past 25 years Mr. Dodson has conducted the environmental assessments and provided regulatory consulting support for more than 20 projects with BNSF. This includes projects in San Diego, Orange, Los Angeles, and San Bernardino Counties and the Central Valley of California. Projects have ranged from track improvements to new facilities for maintenance of train equipment, two extensive double and triple tracking of existing rail corridors in the San Joaquin Valley and in Los Angeles (Hobart Yard to Fullerton). Detailed environmental documents (Categorical and Statutory Exemptions; Negative Declarations; and Program Environmental Impact Report) and regulatory consulting responsibilities (endangered species, regulatory permits for discharge of fill, and biological and cultural resources surveys). Documents have been prepared for individual cities, counties and for the California Department of Transportation Division of Rail and Mass Transit.

Southern California Regional Rail Authority (SCRRA) / Metrolink

Over the past ten years Tom Dodson has been the lead environmental consultant on a variety of SCRRA projects, including all of the Positive Train Control systems within the SCRRA service region. TDA has also worked closely with specific engineering firms to complete both CEQA and NEPA compliance for many projects for SCRRA/Metrolink project. Finally, Mr. Dodson has provided direct consulting and training with the SCRRA staff for NEPA and CEQA compliance.

City of San Bernardino, Various CEQA/NEPA Documents

Over the past four years, TDA has prepared environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of City projects. These projects include: Orange Show Road Extension, involving two bridges, one over Twin Creek and the other over the Santa Ana River; the downtown movie theater sponsored by the City Economic Development Agency (EDA); installation of sewer lines along Cajon Boulevard for the City EDA; and most recently, several demolition projects, also initiated and carried out by the EDA. All of these documents have been successful in accomplishing full compliance with both CEQA and NEPA and other regulatory requirements, such as Corps of Engineers and endangered species permits.

References

- Mr. Samuel Martinez
  Executive Director
  Local Agency Formation Commission
  1170 West 3rd Street, Unit 150
  San Bernardino, CA 92415-0490
  Tel: (909) 388-0480

- Mr. Mark Ostoich
  Gresham, Savage, Nolan & Tilden
  550 East Hospitality Lane, Suite 300
  San Bernardino, CA 92408
  Tel: (909) 890-4499

- Ms. Sylvie Lee, Manager of
  Planning & Environmental Resources
  Inland Empire Utilities Agency
  6075 Kimball Avenue, Building A
  Chino, CA 91710
  Tel: (909) 993-1646

- Mr. Mike Burrows
  Executive Director
  Inland Valley Development Agency
  1601 East Third Street
  San Bernardino, CA 92408
  Tel: (909) 382-4100

- Mr. Reginald Lamson
  General Manager
  City of Big Bear Department of Water & Power (DWP)
  P.O. Box 1929
  Big Bear Lake, CA 92315-1929
  Tel: (909) 866-5050

- Mr. David Lawrence
  General Manager
  Big Bear Area Regional Wastewater Agency (BBARWA)
  P.O. Box 517
  Big Bear City, CA 92314
  Tel: (909) 584-4033

- Mr. Jerry Griffith, Water Department Superintendent
  Big Bear City Community Services District (CSD)
  P.O. Box 558
  Big Bear City, CA 92314
  Tel: (909) 585-2563

- Mr. Oliver Mujica, Planning Division Mgr.
  Community Development Department
  City of San Bernardino
  201 North "E" Street
  San Bernardino, CA 92401
  Tel: (909) 384-7272, ext. 3332

- Mr. Ivan Holler, Asst. City Manager
  City of Murrieta
  One Town Square
  24601 Jefferson Avenue
  Murrieta, CA 92562
  Tel: (951) 461-6010

- Ms. Betty Donavanik, Director of
  Community & Economic Development
  City of El Monte
  11333 Valley Boulevard
  El Monte, CA 91731
  Tel: (626) 580-2056

Kaitlyn Dodson-Hamilton

Title
Vice President, Environmental Specialist

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

Experience
January 2015 - present

Contact
W: (909) 882-3612
C: (909) 645-5478
E: kaitlyn@tdaenv.com

Summary

Kaitlyn Dodson-Hamilton is Vice President of and is an Environmental Specialist for Tom Dodson & Associates, an environmental consulting firm in San Bernardino, California. She has more than 10 of experience in research and mapping for California Environmental Quality Act (CEQA), National Environmental Protection Agency (NEPA), and regulatory purposes at Tom Dodson & Associates. Ms. Dodson-Hamilton has more than six years of experience at TDA in environmental and resource management, with special expertise in CEQA and NEPA compliance. Ms. Dodson-Hamilton personally prepares environmental documentation for a broad variety of CEQA and NEPA projects, as well as regulatory permits for the State Department of Fish and Game, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers with the oversight of Tom Dodson, president of Tom Dodson & Associates. She works in conjunction with Tom to work with clients, governmental agencies, and decision-makers to find solutions to complex problems.

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

Relevant Experience

Inland Empire Utilities Agency (IEUA)

TDA is one of the primary consultants for IEUA. Over the past 6+ years Kaitlyn has assisted Tom with several projects to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of projects. TDA also assists IEUA with applying for funding through the Clean Water State Revolving Fund for various infrastructure/improvement projects. TDA has continued consulting with IEUA and recently completed a Program EIR for IEUA Facilities Masters Plans, which examined the long-term implementation of wastewater, recycled water and organic waste management programs. Other projects in which Kaitlyn has co-authored include: Lower Day Basin Project, Fontana Water Company Recycled Water Improvement Project, and Pomona Intertie Project. All of these documents have been successful in accomplishing full compliance with both CEQA and NEPA and other regulatory requirements, such as Corps of Engineers and endangered species permits.

Mission Springs Water District (MSWD)

Tom Dodson is the primary environmental consultant for MSWD. Over the past 6+ years Kaitlyn has assisted Tom with several projects to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of projects. TDA also assists MSWD with applying for funding through the Clean Water State Revolving Fund for various infrastructure/improvement projects. TDA has continued consulting with MSWD and recently completed the West Valley Water Reclamation Program EIR, which was approved by the MSWD Board in 2019 with full support from their Board. Kaitlyn was the main author of this Program EIR with Tom overseeing the evolution of the Project. The certification of this EIR will allow/has allowed MSWD to construct a new wastewater treatment facility, along with a conveyance system that would connect existing sewered areas to the new facility as well as areas that are

served by individual septic systems, which have contributed to water quality degradation within the Coachella Valley groundwater basin Garnet Hill Subbasin MZ4.

Inland Valley Development Agency (IVDA)/San Bernardino International Airport Authority (SBIAA)
Tom Dodson is the Environmental Manager for the IVDA and SBIAA in their role as the redevelopment and reuse agency for Norton Air Force Base located in San Bernardino, California. As such, Kaitlyn has worked closely with both IVDA and SBIAA on several projects. Over the past 6+ years, Kaitlyn has, in conjunction with Tom, prepared environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of projects. These projects include: SBIAA Land Exchange Environmental Assessment, SBIAA Unical Addendum, IVDA (in conjunction with the City of Highland and the San Manuel Band of Mission Indians [SMBMI]) 3rd Street / 5th Street Roadway Improvements Project, and most recently, Kaitlyn worked closely with SBIAA on the Eastgate Building I Environmental Impact Report, which was approved by the Board in October of 2018. Kaitlyn also works closely with SBIAA to compile their Hazardous Waste Manifests to ensure SBIAA pays the appropriate fees to the Department of Toxic Substances Control. TDA is currently (as of 2020) working the IVDA and Cities of Highland and San Bernardino, in conjunction with the SMBMI, on the Draft Airport Gateway Specific Plan (AGSP) EIR to provide a plan for future development to the north of the San Bernardino International Airport.

City of Highland, Various CEQA/NEPA Documents
Over the past 6+ years, Kaitlyn has assisted Tom with the preparation of environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for a few City projects. The City retained TDA's services for the 3rd Street / 5th Street Corridor Improvements Project. The City, IVDA, and SMBMI proposed to improve the roadway and infrastructure conditions for 3rd Street/5th Street and several intersecting local roadway segments within the City of Highland. TDA compiled an Environmental Narrative for the three agencies to apply for funding through the Economic Development Agency and assisted with NEPA compliance for the Environmental Assessment. TDA also compiled an Initial Study- Mitigated Negative Declaration (IS/MND) for the City. The documentation in the Initial Study was compiled to meet CEQA and NEPA requirements. The IS/MND was adopted by the City Council. The EDA recently approved the project and granted funding for the project. Additionally, TDA's services were retained for a second roadway improvement project along Victoria Avenue between Highland Avenue and 3rd Street that include storm drain improvements, for which TDA compiled an IS/MND that was adopted by the City in July of 2018. As stated above, TDA is currently working with the Cities of Highland and San Bernardino, in conjunction with the IVDA and SMBMI, on the Draft AGSP EIR to provide a plan for future development to the north of the San Bernardino International Airport.

Professional Experience

Vice President, Environmental Specialist, Tom Dodson & Associates: January 2015-present
Kaitlyn has working in and around the Environmental Consulting business for more than 10 years as a part time employee assisting Tom Dodson with research and mapping for CEQA, NEPA, and regulatory purposes. In January of 2015, Kaitlyn began working full time as an environmental analyst. Ms. Dodson-Hamilton has more than six years of experience at TDA in environmental and resource management, with special expertise in CEQA and NEPA compliance. Ms. Dodson-Hamilton personally authors environmental documentation for a broad variety of CEQA and NEPA projects ranging from infrastructure projects to commercial and residential development. Kaitlyn also prepares regulatory permits for the State Department of Fish and Game, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers with the oversight of Tom Dodson.

EXHIBIT "2"

TO

TASK ORDER NO. 3

COMPENSATION

The fee estimated for Biological and Environmental Consulting Services for 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project is **$49,200.00**.

DESCRIPTION	COST
Task 1 – Project Management and Administration	$2,000.00
Task 2 – Project Description	$1,500.00
Task 3 – Technical Analyses and Modeling	
Task 3A – Air Quality and Greenhouse Gas Emission	$3,000.00
Task 3B – Noise and Vibration	$7,000.00
Task 3C – Cultural Resources Report	$6,500.00
Task 3D – Biological Resources Assessment	$4,500.00
Optional Jurisdiction Delineation	($3,000.00)
Task 3E – Phase I Hazardous Evaluation (Optional)	($3,200.00)
Task 4 – Screencheck Draft IS/MND	$6,000.00
Task 5 – Public Draft IS/MND	$1,000.00
Task 6&7 – Responses to Comments Mitigation Monitoring and Reporting Program	$2,000.00
Task 8 – Delivery of Final CEQA Package	$1,000.00
Task 9 – Meeting and Public Hearings	$3,000.00
Task 10 – Notice of Declaration	$2,500.00
Task 11 – Caltrans NEPA Requirements (Optional)	($3,000.00)
Total Base Task	$40,000.00
Total Optional Task	$9,200.00
Total Cost	**$49,200.00**

EXHIBIT "3"

TO
TASK ORDER NO. 3

SCHEDULE

The tentative design schedule for the Biological and Environmental Consulting Services for 18-Inch Transmission Main Crossing at Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project is attached on the proposal.

West Valley Water District

BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT

DATE: April 14, 2021

TO: Engineering, Operations and Planning Committee

FROM: Shamindra Manbahal, Interim General Manager

SUBJECT: CONSIDER AWARD OF CONTRACT FOR CONSTRUCTION OF WELL 18A PIPE BLENDING PROJECT TO EL-CO CONTRACTORS, INC.

BACKGROUND:

West Valley Water District ("WVWD") is proposing blending Well 18A treated effluent with distribution water, through a tie-in from a distribution main in WVWD's Zone 3 pressure zone with the Well 18A treated effluent line. Well 18A is currently not being utilized due to elevated nitrate levels. Well 18A treated effluent will blend with Zone 3 distribution water prior to being sent to the Zone 2-pressure-zone distribution main. Flow rate will be controlled via a Cla-Val. The purpose of the pipeline is to allow for blending of Well 18A groundwater, treated by the Well 18A Ion Exchange Treatment System, with potable distribution water. This will allow for nitrate concentrations to be further reduced through blending and thereby come into compliance with drinking water standards

The Well 18A Pipe Blending Project is part of the Emergency Blending Treatment project to reduce nitratre levels. The project includes installation of Zone 3 distribution main of a new 8-inch diameter ductile iron (DI) water main approximately 750 linear feet along Valley Boulevard and Sycamore Avenue, where it will be connected to the Well 18A Ion Exchange Treatment System discharge pipe. Staff has been working with the State Water Resources Control Board, Division of Drinking Water ("DDW") to secure a blending permit for this water system modification.

DISCUSSION:

A Request for Quotes ("RFQ") were requested on March 24, 2021, for the construction of the Well 18A Pipe Blending Project from three (3) pre-approved pipeline Contractors; C.P. Construction, El-Co Contractors, Inc. ("El-Co"), and Merlin Johnson Construction ("Merlin Johnson"). On April 1, 2021, three (3) quotes were received. A summary of the quotes received are as follows:

Contractor	Total Bid Items	Total Alternate Bid Items	Total Base Bid
El-Co	$207,600.00	$13,200.00	$220,800.00
Merlin Johnson	$268,145.00	$15,211.00	$283,356.00
C.P Construction	$433,750.00	$10,000.00	$443,750.00

Staff has reviewed the quotes and confirmed that El-Co Contractors, Inc. is the lowest responsible

and responsive bidder. Attached as **Exhibit A** is the Agreement between WVWD and El-Co which the includes the proposal from El-Co. If awarded by the Board of Directors, work is anticipated to start within 30 days.

FISCAL IMPACT:

The cost of the Construction of the Well 18A Pipe Blending Project as proposed by El-Co Contractors, Inc. is $220,800.00. This item is not included in the Fiscal Year 2020/2021 Capital Improvement Budget. Additional funds will be needed. The District's budget for Contingency has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2020-2021 Project Name	Current Budget	Construction Cost	Transfer From/To	Remaining Budget
CONT Contingency	$286,479.00	$0.00	($220,800.00)	$65,679.00
W19040 Well 18APipe Blending	$0.00	$220,800.00	$220,800.00	$0.00

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - El-Co Agreement

EXHIBIT A

WEST VALLEY WATER DISTRICT

AGREEMENT

WELL 18A PIPE BLENDING

This Contract is made this **6th** day of **May, 2021** between the West Valley Water District ("WVWD") and **EL-CO CONTRACTORS, INC.** ("Contractor"). WVWD and Contractor may be collectively referred to as "Parties" and individually as a "Party."

RECITALS

A. WVWD is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

B. WVWD desires to engage Contractor for performance of the following public work of improvement of the **WELL 18A PIPE BLENDING** Project (the "Project or the Work").

C. Contractor represents that it is a licensed contractor pursuant to Section 7000 et seq. of the Business and Professions Code in the classification 724233 which it shall maintain for the duration of the Contract.

D. Contractor further represents that it has examined and is fully familiar with all of the provisions of the Contract Documents; that it has satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, and all other matters which can in any way affect the Work or the costthereof.

E. Contractor has submitted a proposal to WVWD, incorporated herein by this reference, to perform all work and furnish the labor, supervision, materials and equipment, and operations necessary and required to complete the Project in strict accordance with the provisions of the Contract Documents, and at the prices stated.

F. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which the Contractor shall complete the Project.

SECTION 1 - SCOPE

A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

INSTALLATION 8-INCH DIAMETER DUCTILE IRON PIPE BY EL-CO CONTRACTORS, INC. as specified on the Proposal of Attachment D.

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

1. Submit any required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 15 working days after the date WVWD issues a Notice to Proceed and before the pre-construction meeting.

2. Submit a list of any permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the

required date for the receipt of the permit.

3. Protect all materials to be used in the Work in accordance with the specifications.

4. Protect existing facilities and personal property.

5. Attend a preconstruction conference with WVWD to discuss schedule, access, sequence of work, and other issues.

6. If requested by WVWD, prepare and submit a written daily activity report to WVWD for each day on which work is performed, including weekends and holidays when worked, and submit reports to WVWD no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.

7. The Contractor shall be responsible for unloading, hoisting and otherwisehandling its own materials, supplies and equipment.

8. Coordinate with owner-scheduled events.

9. The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.

10. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

B. The following documents are incorporated into and made part of this Contract by this reference:

1. Insurance Requirements (Attachment A)

2. Designation of Subcontractors Form (Attachment B)

3. Public Works Contractor Registration Certification Payment and Performance Bonds (Attachment C)

4. Contractor's Proposal (Attachment D)

5. Change orders issued in accordance with the Contract Documents

C. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Contract, Insurance Requirements, and Contractor's Proposal/Schedule of Pay Items.

D. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the Contract Documents, the more stringent requirements shall govern.

SECTION 2 - PRICE

A. WVWD agrees to pay, and Contractor agrees to accept, the sum of **Two Hundred Twenty Thousand, Eight Hundred Dollars ($220,800.00)** (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by WVWD, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed andaccepted.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. WVWD shall make payment within thirty (30) days of receipt of an undisputed payment application, less five percent retention. WVWD shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date WVWD accepts the Work. Pursuant to Public Contract Code section 22300, for monies earned by the Contractor and withheld by WVWD to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code section 22300.

   If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by WVWD, for unit price items listed, if any, in the Schedule of Pay Items. Following WVWD's acceptance of the Work, the Contractor shall submit to WVWD a written statement of the final quantities of unit price items for inclusion in the final payment request. WVWD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment. WVWD makes no representation that the actual quantities of work performed will not vary from the estimates

C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to WVWD, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code sections 8132, 8134, 8136, and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.

D. In accordance with California Public Contract Code Section 22300, WVWD will permit the substitution of securities for any monies withheld by WVWD to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with WVWD, or with a state or federally chartered bank in California as the escrow agent, and thereafter WVWD shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time WVWD has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The escrow agreement used for the purposes of this Section shall be in the form provided by WVWD.

SECTION 3 - ENTIRE AGREEMENT

This Contract represents the entire agreement between WVWD and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

SECTION 4 - TIME

A. Contractor shall complete the Project no later than **Sixty (60) Calendar Days** following WVWD's issuance of the Notice to Proceed (the "Contract Time").

B. Contractor shall provide WVWD with scheduling information in a form acceptable to WVWD, including any changes made by WVWD in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.

C. If Contractor fails to complete the Project within the Contract Time, WVWD will sustain damage. It is and will be impracticable to determine the actual damage which WVWD will sustain in the event of and by reason of such delay; therefore, Contractor will pay to WVWD the sum of $1,000 for each and every calendar day beyond expiration of the Contract Time. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that WVWD may deduct the amount thereof from any monies due or that may become due to the Contractor under the Contract.

D. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, WVWD shall have the right to extend the Contract Time or not, as may seem best to serve the interest of WVWD; and if it decides to extend Contract Time, WVWD shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.

E. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, provided that the Contractor shall within three (3) days from the beginning of any such delay, notify WVWD, in writing of the causes of delay. WVWD shall ascertain the facts and the extent of delay, and its findings thereon shall be final and conclusive.

F. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of WVWD, Contractor must give WVWD written notice of the commencement of delay within three (3) days of itsoccurrence or any adjustment of the Contract Time or Contract Price is waived.

SECTION 5 – LABOR

A. Prevailing Wages. The Contract is subject to California Labor Code Sections 1720 et seq., and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, WVWD has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of WVWD, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to WVWD not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to eachworker by the Contractor.

B. Employment of Apprentices. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Payroll Records. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to WVWD, forfeit One Hundred Dollars ($100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

D. Public Works Contractor Registration

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Contractor shall execute the Public Works Contractor Registration Certification attached hereto as Attachment C, attesting to the facts contained therein. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form attached hereto as Attachment B.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

E. Hours of Work.

1. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to WVWD, two hundred dollars ($200) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in

violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815.

2. The Contractor shall perform all work during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday unless otherwise authorized by WVWD in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from WVWD in advance of work. The request must be received at least two (2) working days in advance of any work. No work will be allowed on WVWD Holidays except in the case of an emergency. A listing of WVWD holidays is on file in the office of WVWD. If Contractor requests overtime work in which WVWD will incurs costs, Contractor shall be responsible for payment of WVWD's costs incurred in connection with the overtime work. WVWD will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, WVWD may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

F. Labor Compliance. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

G. Labor Certification. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

H. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

SECTION 6 – CHANGES IN WORK

A. Contractor shall make no changes in the Work without prior written direction from WVWD. Contractor shall not be compensated for any change made without WVWD's prior written direction. No changes in the work covered by this Contract shall exonerate any surety or any bond given in connection with this Agreement.

B. If WVWD directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;

2. By a combination of existing and new unit prices and related quantities for the changed work;

3. Time and Materials, calculated as set forth in Section 6I, below; or

4. By mutual acceptance of a lump sum.

C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof.

3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in the California Department of Transportation official equipment rental rate schedule which is in effect on the date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.

   (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size andtype.

   (b) Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.

   (c) Individual pieces of equipment or tools having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools.

4. Work Performed by Special Forces or Other Special Services: When WVWD and Contractor, by written agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances, wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5, below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may havebeen taken.

5. Overhead Defined. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction

services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.

6. Overhead and Profit for Time and Materials. For work Contractor performs on Time and Materials at WVWD's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.

   (a) Overhead and profit on labor shall be fifteen percent(15%).

   (b) Overhead and profit on materials shall be ten percent (10%).

   (c) Overhead and profit on equipment rental shall be ten percent (10%).

   (d) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.

   (e) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

D. If WVWD directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, WVWD will make a reasonable adjustment to the Contract Time.

SECTION 7 – CLAIMS AND DISPUTES

A. If any dispute shall arise between WVWD and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to WVWD within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

B. If a claim cannot be resolved through direct discussions between WVWD and Contractor, disputes for $375,000 or less shall be handled in accordance with Public Contract Code Sections 20104 et seq. WVWD shall respond in writing within the statutory time period(s), or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims WVWD may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. WVWD's response shall be submitted within the statutory timeframe after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

C. If a claim is more than $375,000, WVWD shall respond in writing within a reasonable period of time to review and analyze the claim. The parties also agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.

D. If the claimant disputes WVWD's response, or if WVWD fails to respond within a reasonable time period(s), the claimant may so notify WVWD within 15 Days of the receipt of the

response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, WVWD shall schedule a meet and confer conference within 30 Days.

E. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

F. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by WVWD, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

G. Venue for any litigation arising out of or relating to this Contract shall be Riverside County, California.

H. Pursuant to Public Contract Code section 9201, WVWD shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

SECTION 8 – INSPECTION AND PROTECTION OF WORK

A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by WVWD.

B. All Work shall be inspected by WVWD. The charges for inspection shall be in accordance with WVWD's regulations. If WVWD is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to WVWD. Work performed without inspection shall be automatically rejected.

C. Contractor shall make the work accessible at all reasonable times for inspection by WVWD. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by WVWD.

D. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, WVWD shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

E. WVWD may reject materials or Work that does not meet the requirements of the Contract Documents. If WVWD does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to WVWD.

SECTION 9 – ASSIGNMENT AND SUBCONTRACTING

A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and

specifications.

C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to WVWD, the subcontractor shall be removed immediately on the request of WVWD in the manner required by law and shall not again be employed on the work.

E. Contractor shall not assign any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of WVWD, which consent may be withheld in WVWD's sole and absolutediscretion.

SECTION 10 – TERMINATION

A. Should Contractor fail within seven (7) calendar days from receipt of WVWD's written notice to correct any default, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of WVWD, or failure to pay its creditors, WVWD may terminate this Contract and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, WVWD shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of WVWD's corrective action, including reasonable overhead, profit and attorneys' fees.

B. WVWD may at any time terminate the Contract at WVWD's convenience upon five (5) days written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to WVWD's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against WVWD for any additional compensation or damages in the event of such termination.

C. If WVWD terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

SECTION 11 – HOLD HARMLESS AND INDEMNIFICATION

A. WVWD and all officers and employees thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of WVWD's officers or employees.

B. Contractor shall indemnify, defend with legal counsel approved by WVWD, and hold harmless WVWD, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or

related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of WVWD. Should conflict of interest principles preclude a single attorney from representing both WVWD and Contractor, or should WVWD otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse WVWD its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against WVWD (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of WVWD's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an indemnified party. However, without affecting the rights of WVWD under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless WVWD for liability attributable to the active negligence of WVWD, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where WVWD is shown to have been actively negligent and where WVWD's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of WVWD.

D. In addition to any remedy authorized by law, contract funds sufficient to pay for any claim may be retained by WVWD until disposition has been made of such suits or claims for damage.

SECTION 12 – BONDS AND INSURANCE

A. Bonds.

1. Within fifteen (15) working days after being notified of the award of the contract, and before WVWD will execute this Agreement, the Contractor shall furnish and file with WVWD Performance and Payment Surety bonds as set forth below.

2. Contractor shall submit the bonds on the forms provided Attachment E, attached hereto, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to WVWD conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance.

1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to WVWD within fifteen (15) working days after being notified of the award of the contract, and before execution of this Agreement by WVWD.

SECTION 13 – WARRANTY

Contractor warrants to WVWD that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This Article shall not limit WVWD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. WVWD specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

SECTION 14 – LAWS TO BE OBSERVED

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify WVWD, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by WVWD's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to WVWD in writing.

C. This Contract shall be governed by and construed in accordance with the laws of the State of California.

SECTION 15 – CLEAN-UP

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, WVWD may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

SECTION 16 – STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

SECTION 17 – COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, including any and all subsequent amendments and National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

SECTION 18 – MISCELLANEOUS

A. Existing Utilities.

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require WVWD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to WVWD may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code section 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

After the utility survey is complete, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify WVWD before starting potholing operations. The Contractor shall uncover all piping and conduits to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved.

The Contractor's attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-upon time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify WVWD in advance of this meeting.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by WVWD and the owners of underground facilities or their authorized

agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

B. Differing Site Conditions.

1. The Contractor shall promptly, and before the following conditions are disturbed, notify WVWD in writing of any:

   (a) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law,

   (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or

   (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

2. Contractor shall give Notice in accordance with the Change Order provisions above.

3. WVWD shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.

4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.

5. In the event a dispute arises between WVWD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

C. Records and Audits.

1. Contractor and its subcontractors shall establish and maintain records pertaining to this Contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

2. Contractor shall permit WVWD and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. WVWD further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4)-year period following the termination of this Contract; and Contractor shall in no event dispose

of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination of this Contract.

3. Pursuant to California Government Code section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

D. Clayton Act and Cartwright Act.

Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 ofthe Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code section 7103.5, the Contractor and all of its subcontractors hereby offer and agree to assign to WVWD all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when WVWD tenders final payment to the Contractor without further acknowledgement by the parties.

E. Contractor Supervision.

The Contractor shall provide competent supervision and staffing of the Work as approved by WVWD. As necessary, the Contractor or designated representative shall be present at all times while work is actually in progress. Supervisor(s) must be able to proficiently speak, read and write in English.

F. Character of Workers.

If persons employed by the Contractor, including any subcontractors, shall appear to WVWD to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of WVWD, and such person shall not again be employed on the Work.

G. Cooperation.

Should construction be under way by WVWD, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. WVWD reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

H. Notices.

All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for thispurpose:

WEST VALLEY WATER DISTRICT:	EL-CONTRACTORS, INC.:
855 W. Baseline Rd. Rialto, CA 92377	P.O. Box 9130 San Bernardino, CA 92427
Attn: Shamindra Manbahal Interim General Manager	Attn: John Wiles, General Manager

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

[SIGNATURES ON FOLLOWING PAGE]

WEST VALLEY WATER DISTRICT

By: _____

Printed Name: Channing Hawkins

Title: President

Dated: _____

EI-CO CONTRACTORS, INC.:

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Title: _____

(Attach Acknowledgment for Authorized Representative of Contractor)

License No.: _____

Dated: _____

WEST VALLEY WATER DISTRICT

By: _____

Printed Name: Shamindra Manbahal

Title: Interim General Manager

Dated: _____

By: _____

Printed Name: Peggy Asche

Title: Board Secretary

Dated: _____

APPROVED AS TO FORM:

By: _____

Printed Name: Robert Nacionales Tafoya

Title: General Counsel

Dated: _____

ATTACHMENT A
INSURANCE REQUIREMENTS FOR MINOR PUBLIC WORKS PROJECTS

1. Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to WVWD that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence to WVWD that the subcontractor has secured all insurance required under this Section.

2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract and shall verify subcontractors' compliance. Contractor's and subcontractors' insurance shall meet at least the following minimum levels of coverage:

   (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, with statutory limits. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.

   (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1 Million per occurrence, $2 Million aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation: statutory limits. Employer's Liability limits of $1 million per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

   (C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with WVWD. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with WVWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, WVWD has the right but not the duty to obtain the insurance it deems necessary

and any premium paid by WVWD will be promptly reimbursed by Contractor or WVWD may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, WVWD may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by WVWD, to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, WVWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of WVWD, before WVWD's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in anyway.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) WVWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self- insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additionalinsureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against WVWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy.

(D) All Coverages. Each insurance policy required by this Contract shall be endorsed to include the following provisions:

(i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to WVWD and all additional insureds,

(ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to WVWD and any other additional insureds,

(iii) standard separation of insureds provisions,

(iv) no special limitations on the scope of protection afforded to WVWD, and all additional insureds,

(v) waiver of any right of subrogation of the insurer against WVWD, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others required to provide insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against WVWD or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WVWD. Contractor shall guarantee that, at the option of WVWD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

5. Claims Made Policies. **Claims made policies are not acceptable**.

6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Contract until Contractor has verified that the subcontractor has provided evidence to WVWD that they have secured all insurance required under this Section. If requested by Contractor, WVWD may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and WVWD shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.

7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory toWVWD.

8. Verification of Coverage. Contractor shall furnish WVWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WVWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by WVWD before work commences. WVWD reserves the right to require complete, certified copies of all required insurance policies, at

any time.

9. Reservation of Rights. WVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF INSURANCE REQUIREMENTS

ATTACHMENT B
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., Contractor shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number

Name of Contractor _____

Signature_____

Name and Title_____

Dated_____

ATTACHMENT C
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See https://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

ATTACHMENT D
CONTRACTOR'S PROPOSAL

EL-CO CONTRACTORS, INC
P.O. BOX 9130
SAN BERNARDINO, CA 92427

WEST VALLEY WATER DISTRICT

MATERIAL LIST
and
BID SCHEDULE

PROJECT: WELL 18A BLENDING PIPING (W19040)

ITEM	QTY		DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
1	1	LS	Mobilization, Demobilization, Performance and Payment Bonds, and Insurance	7,500.00	7,500.00
2	1	LS	Completing As-Built sketch	500.00	500.00
3	1	LS	City of Colton Permit and Inspection Fees	3,000.00	3,000.00
4	1	LS	Soil Compaction Testing and report per City of Colton Department of Public Works requirements	2,000.00	2,000.00
5	1	LS	Pothole Underground Utilities Prior to Construction	6,000.00	6,000.00
6	1	LS	Survey and Staking of pipeline alignment	3,000.00	3,000.00
7	700	LF	Furnish and Install 8" Ductile Iron Pipe (CL 350, V-Bio Wrap) with Field Lok 350 Gaskets	75.00	52,500.00
8	1	LS	Furnish and Install all below ground valves and fittings including Resilient Wedge Gate Valve Per WVWD Std. Dwg. W-11, 8" 45-Degree and 90-Degree Bends, Concrete Thrust Blocks per WVWD Std. Dwg. W-3, Dewatering, and Removal of Existing Blow-Off Assembly	15,500.00	15,500.00

EL-CO CONTRACTORS, INC
P.O. BOX 9130
SAN BERNARDINO, CA 92427

PROJECT: WELL 18A BLENDING PIPING (W19040)

ITEM	QTY		DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
9	1	LS	Furnish and install all above ground plant piping including pipe fittings, BFV, 1" APCO Combination Air Valve, 8" Cla-Val Model 131-01BCNSY with VC-22D Controller, 8" McCrometer Mag Meter UM08, Water Quality Sample, and removal of 90-degree bend per the sketch/plans.	38,200.00	38,200.00
10	1	LS	Furnish and install concrete slab per plans/sketch and relocating guard post	2,500.00	2,500.00
11	1	LS	Furnish and install all electrical including conduit and wires	1,500.00	1,500.00
12	700	LF	Furnish and Install Sand Backfill in Pipe Zone and Class 2 Base in Trench Zone	12.00	8,400.00
13	650	LF	Furnish and Install AC Base Pavement (Main Trench) and stripping per City of Colton Department of Public Works Trench Repair Standard Dwg. No. 124 (1/2" Aggregate)	35.00	22,750.00
14	6,500	SF	Grind and Overlay AC Cap, Per City of Colton Department of Public Works (10-Ft Wide)	3.50	22,750.00
15	1	LS	Furnish and Install Sidewalk, curb and gutter, and concrete slab per City of Colton Department of Public Works	2,500.00	2,500.00

EL-CO CONTRACTORS, INC
P.O. BOX 9130
SAN BERNARDINO, CA 92427

PROJECT: WELL 18A BLENDING PIPING (W19040)

ITEM	QTY		DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
16	1	LS	Prepare Approved Traffic Control Plans per City of Colton Department of Public Works and Implement Traffic Control	2,000.00	2,000.00
17	1	LS	Test, Flush and Disinfection	4,500.00	4,500.00
18	100	SF	Remove concrete roadbed (assume 8-inches thick), will not be replaced	25.00	2,500.00
19	1	LS	Allowance Bid Items[1]	$10,000	$10,000
			Total $_____		207,600.00
Alt Bid No. 20	1	LS	Furnish and install 2-8" 45-degree bends, 20' of 8" Ductile Iron Pipe (CL 350, V-Bio Wrap) with Field Lok 350 Gaskets, and 1" Air Valve per WVWD Std Dwg No. W6-A, if necessary, to cross under Storm Drain	13,200.00	13,200.00

[1] Bid allowance to be used at the Owner's discretion.

To: West Valley Water District — 4/1/2021
855 W. Baseline, Rialto, CA 92377

From: El-Co Contractors, Inc.
1995 Nolan Street, San Bernardino, CA 92407

Schedule
Well 18A Blending Piping

Dates		Descriptions
May 7, 2021	1	Notice of Award
May 10, 2021 thru June 14, 2021	1	Order all materials & deliver to the jobsite
	2	Survey alignment for waterline, etc.
	3	Preconstruction meeting
	4	Have all submittals approved
June 15, 2021 thru June 18, 2021	1	Construct all potholing & exploratory work
June 21, 2021 thru June 25, 2021	1	Install all pipe
June 28, 2021 thru July 2, 2021	1	Install above ground piping
	2	Test, chlorinate & flush
July 5, 2021 thru July 23, 2021	1	Construct tie-in all concrete work
	2	Base pave, grind & overlay asphalt
	3	Job Complete

ATTACHMENT E
BOND FORMS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District (hereinafter referred to as "WVWD") has awarded to_____, (hereinafter referred to as the "Contractor") an agreement for_____(hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated_____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we,_____, the undersigned Contractor and _____as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the WVWD in the sum of_____DOLLARS, ($_____), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the WVWD, its officers and agents, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by WVWD, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect WVWD from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit WVWD 's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by WVWD in enforcing such obligation.

Whenever Contractor shall be, and is declared by WVWD to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at WVWD 's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and WVWD, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by WVWD under the Contract and any modification thereto, less any amount previously paid by WVWD to the Contractor and any other set offs pursuant to the Contract Documents.

3. Permit WVWD to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by WVWD under the Contract and any modification thereto, less any amount previously paid by WVWD to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that WVWD may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if WVWD, when declaring the Contractor in default, notifies Surety of WVWD 's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this_____day of _____, 20 21 .

_____
CONTRACTOR/PRINCIPAL

_____
Name

By_____

SURETY:

By: Attorney-In-Fact

The rate of premium on this bond is_____per thousand. The total amount of premium charges, $_____.
(The above must be filled in by Attorney-In-Fact.)

THE FOLLOWING INFORMATION IS MANDATORY:

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District (hereinafter referred to as "WVWD") has awarded to_____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated_____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and_____as Surety, are held and firmly bound unto WVWD in the penal sum of_____Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by WVWD in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement

pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between WVWD and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the day of_____20_____the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

_____
Principal (Proper Name of Contractor)

By_____
(Signature of Contractor)

(Seal of Surety)

_____
Surety

By _____
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PAYMENT (LABOR AND MATERIALS) BOND

West Valley Water District

BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT

DATE: April 14, 2021

TO: Engineering, Operations and Planning Committee

FROM: Shamindra Manbahal, Interim General Manager

SUBJECT: I-10 CEDAR AVENUE INTERCHANGE IMPROVEMENT PROJECT: UNION PACIFIC RAILROAD COMPANY AGREEMENT

DISCUSSION:

On October 15, 2020, the Board of Directors approved the Development of Construction Bid Documents for Water Main Replacement for the I-10 Cedar Avenue Interchange Improvement Project. Approximately 160 linear feet of 12-inch diameter cement mortar lined steel pipeline encased in 18-inch diameter casing pipe and 160 linear feet of 8-inch diameter cement mortar lined steel pipeline encased in 16-inch diameter casing pipe is within Union Pacific Railroad Company ("UPRC"). The UPRC requires West Valley Water District ("WVWD") to enter an agreement and pay a license fee of $3,000.00 for WVWD to access their right--of-way. The Agreement is attached as **Exhibit A.** The Agreement has been reviewed by staff and legal counsel and were found to be in good order.

FISCAL IMPACT:

The fee for the license is $3,000.00. This item is included in the Fiscal Year 2020/2021 Capital Improvement Budget under W19055 I-10 Cedar Avenue Interchange Project and sufficient funds are available in the project budget. A summary of the project budget is as follows:

CIP FY 2020-2021 Project Name	Current Budget	Encumbrance	UPRC License Cost	Remaining Budget
W19055 I-10 Cedar Avenue Interchange	$4,245.00	$375,652.00	$3,000.00	$1,245.00

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - Agreement with UPRC

EXHIBIT A

March 24, 2021
Folder: 03255-40

BERTHA PEREZ
WEST VALLEY WATER DISTRICT
855 W BASE LINE ROAD
RIALTO CA 92377

Re: Proposed One (1) Overhead 12-inch Steel Potable Water Pipeline Crossing & One (1) Overhead 8-inch Steel Potable Pipeline Crossing Installed In Roadway Overpass Bridge of Railroad Property at Mile Post 734.76 on the Alhambra Subdivision at or near Bloomington, San Bernardino County, California

Bertha Perez:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Kimberly Van.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity.*

- Payment in the amount of **Three Thousand Dollars ($3,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03255-40 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.

- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at ktvan@up.com.

Sincerely,

Kimberly Van
Sr. Analyst Contracts

Pipeline Crossing 080808
Last Modified: 06/05/18
Form Approved, AVP-Law

Folder No. 03255-40

PIPELINE CROSSING AGREEMENT

Mile Post: 734.76, Alhambra Subdivision
Location: Bloomington, San Bernardino County, California

THIS AGREEMENT ("Agreement") is made and entered into as of March 24, 2021, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **WEST VALLEY WATER DISTRICT**, to be addressed at 855 W Base Line Road, Rialto, California 92377 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) overhead 12-inch steel potable water pipeline crossing & one (1) overhead 8-inch steel potable pipeline crossing installed in roadway overpass bridge only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Bloomington, San Bernardino County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated March 16, 2021, attached hereto as **Exhibit A-1 & A-2** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) overhead 12-inch steel potable water pipeline crossing & one (1) overhead 8-inch steel potable pipeline crossing installed in roadway overpass bridge, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A-1 & A-2**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Three Thousand Dollars ($3,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. **LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. **INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. **ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. **WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. **ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

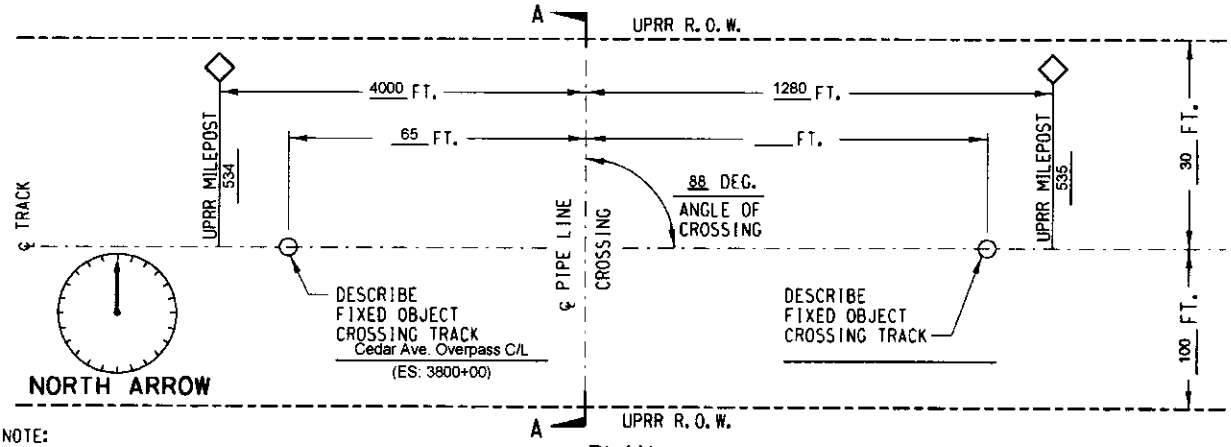
If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03255-40)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: WEST VALLEY WATER DISTRICT
855 W Base Line Road
Rialto, California 92377

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

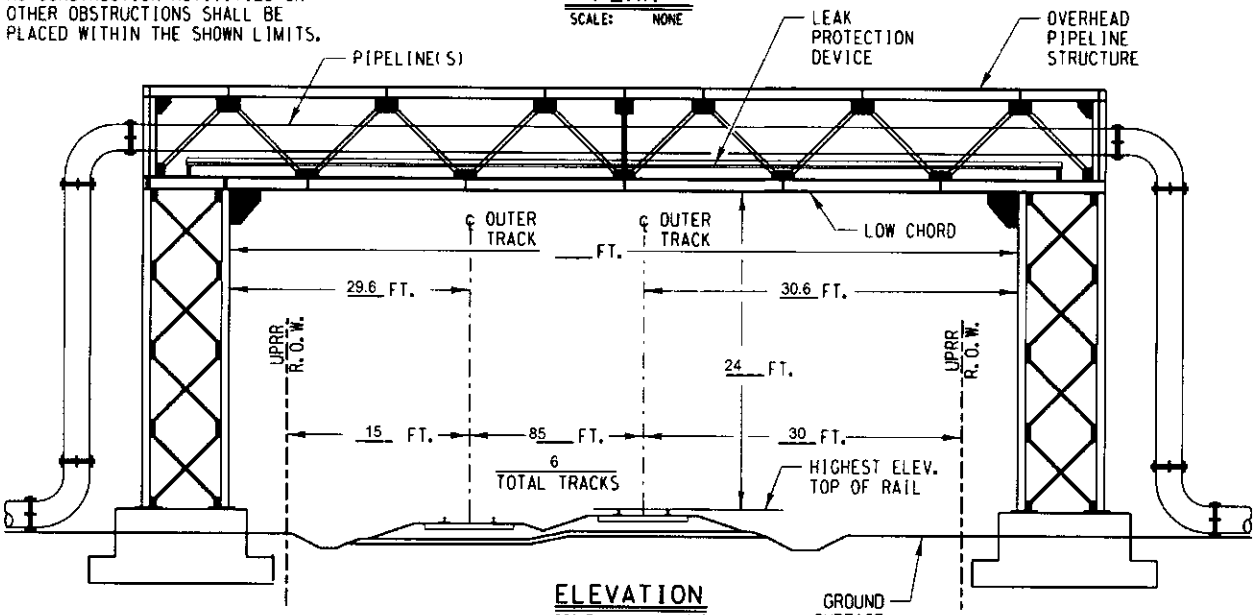
UNION PACIFIC RAILROAD COMPANY	**WEST VALLEY WATER DISTRICT**
By: _____	By: _____
Kimberly Van *Sr. Analyst Contracts*	Name Printed: _____
	Title: _____

OVERHEAD PIPELINE CROSSING



NOTE:
NO CONSTRUCTION ACTIVITIES OR OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN THE SHOWN LIMITS.

PLAN
SCALE: NONE



ELEVATION
SCALE: NONE

NOTES: 12" water pipeline carrier to be encased in 160' of 18" casing pipe.
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.4.

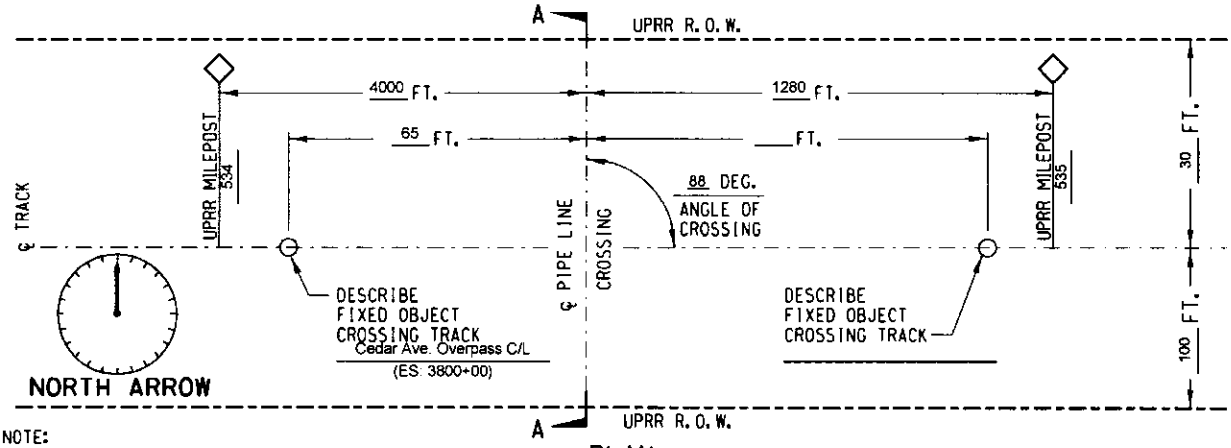
A) CARRIER MATERIAL STEEL.
COMMODITY TO BE CONVEYED POTABLE WATER.
OPERATIONAL PRESSURE 85 PSI. MAOP 150 PSI.
WALL THICKNESS (INCH/SCHEDULE) 0.375. DIAMETER 12 IN.
CATHODIC/COATING PROTECTION NO.
B) SUPPORTED BY CABLES? YES.
C) EXISTING PIPE BRIDGE? Cedar Ave. Overpass is being rebuilt
D) WILL LEAK PROTECTION BE PROVIDED? NO.
LEAK PROTECTION DESCRIPTION:

UNION PACIFIC
BUILDING AMERICA®

EXHIBIT "A"-1

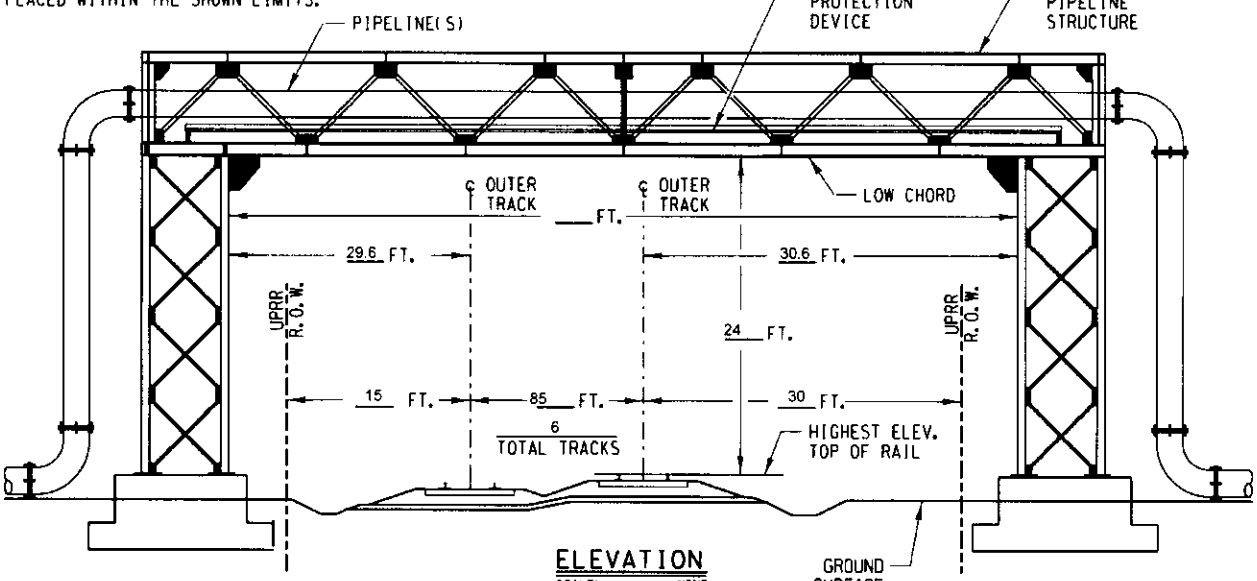
SUBDIVISION: Alhambra Sub.	
TRACK TYPE: MAINLINE	
M.P.: 734.76	LAT.: 34.067548
E.S.M.: 3800+65	LONG.: -117.396043
NEAREST CITY: BLOOMINGTON	COUNTY: SAN BERNARDINO / STATE: CA
APPLICANT: WEST VALLEY WATER DISTRICT	
FILE NO.: 0325540	DATE: 3/16/2021

OVERHEAD PIPELINE CROSSING



PLAN
SCALE: NONE

NOTE:
NO CONSTRUCTION ACTIVITIES OR OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN THE SHOWN LIMITS.



ELEVATION
SCALE: NONE

NOTES: 12" water pipeline carrier to be encased in 160' of 18" casing pipe.
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.4.

A) CARRIER MATERIAL STEEL.
COMMODITY TO BE CONVEYED POTABLE WATER.
OPERATIONAL PRESSURE 85 PSI. MAOP 150 PSI.
WALL THICKNESS (INCH/SCHEDULE) 0.375. DIAMETER 8 IN.
CATHODIC/COATING PROTECTION NO.

B) SUPPORTED BY CABLES? NO.

C) EXISTING PIPE BRIDGE? Cedar Ave. Overpass is being rebuilt

D) WILL LEAK PROTECTION BE PROVIDED? NO.
LEAK PROTECTION DESCRIPTION:

UNION PACIFIC
BUILDING AMERICA®

EXHIBIT "A"-2

SUBDIVISION: Alhambra Sub.	
TRACK TYPE: MAINLINE	
M.P.: 734.76	LAT.: 34.067548
E.S.M.: 3800+65	LONG.: -117.396043
NEAREST CITY: BLOOMINGTON	COUNTY: SAN BERNARDINO / STATE: CA
APPLICANT: WEST VALLEY WATER DISTRICT	
FILE NO.: 0325540	DATE: 3/16/2021

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. **LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. **MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B)**, accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance**. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

West Valley Water District

BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT

DATE: April 14, 2021

TO: Engineering, Operations and Planning Committee

FROM: Shamindra Manbahal, Interim General Manager

SUBJECT: CONSIDER THE DRAFT DEVELOPMENT IMPACT FEE STUDY

BACKGROUND:

New development places additional demands upon existing facilities and often requires the construction of new or expanded facilities to maintain service standards. To ensure that West Valley Water District (District) collects sufficient funds to construct the master planned facilities, the District should periodically review and update its Development Impact Fees or Capacity Charges to adjust for the increased cost of construction and/or any material changes to the list of master planned facilities.

Government Code Section 66013(b)(3) defines a "Capacity Charge" to mean a "charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged.

The Capacity Charge is not paid by existing customers. In fact, it protects existing customers from costs existing customers should not be paying. The Capacity Charge is paid by development as a one-time charge in exchange for the benefit of connecting to a water system that others paid for. Capacity Charges imposed represent a proportionate share of the cost of facilities necessary to provide system capacity to a new development.

In August 2012, the Board of Directors of the District adopted by Resolution No. 2012-18 the 2012 Capacity Charge Study and adjusted the District's Capacity Charge per equivalent dwelling unit (EDU). This study was based on the proposed Capital Improvement Program (CIP) identified in the 2012 Water Master Plan and no adjustments to these charges has been made since.

DISCUSSION:

In October 2021, Robert D. Niehaus, Inc. was contracted by the District to prepare a Development Impact Fee Study based on the newly adopted 2020 Water Facilities Master Plan (WFMP). The purpose of the WFMP is to determine the future water demands and supply requirements, and to identify the water facilities needed to produce, deliver, store and transport that supply to the District's customers. Development Impact Fees are primarily intended to recover the funds needed to support the CIP costs for expansion. Attached as Exhibit A is the draft Development Impact

Fee Study prepared by Robert D. Niehaus, Inc. This study provides a summary of recommendations to recover sufficient revenues to accommodate necessary system capacity growth through 2046.

FISCAL IMPACT:

No fiscal Impact.

STAFF RECOMMENDATION:

Consider the 2021 Development Impact Fee Study recommendation of Option 2 and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

LJ:ls

ATTACHMENT(S):

1. Exhibit A - Development Impact Fee Study - Draft

MEETING HISTORY:

04/06/21 Engineering, Operations and Planning Committee REFERRED TO COMMITTEE

EXHIBIT A

WEST VALLEY WATER DISTRICT

2021 Development Impact Fee Study

Draft Report

March 30th, 2021

West Valley Water District

WEST VALLEY WATER DISTRICT
2021 DEVELOPMENT IMPACT FEE STUDY

DRAFT REPORT

Prepared for:

West Valley Water District
855 W. Base Line
Rialto, CA 92377

Prepared by:

ROBERT D. NIEHAUS, INC.
140 East Carrillo Street
Santa Barbara, CA 93101
(805) 962-0611

RDN Project Number 300

March 30, 2021
Ms. Linda Jadeski
Engineering Services Manager
West Valley Water District
855 W. Base Line
Rialto, CA 92377

Subject: 2021 Water Development Impact Fee Study

Dear Ms. Linda Jadeski,

Robert D. Niehaus, Inc. (RDN) is pleased to provide this 2021 Development Impact Fee Study Report (Report) for the West Valley Water District (WVWD or District). This study includes an extensive review of the District's current fees, determination of applicable approach, development of fee calculation methodologies, and derivation of optional fees for the District's consideration. When the District makes its final decision between the three optional fees, please consider the following:

1. Do the fees equitably reimburse the current customers for their investment in oversizing the system to accommodate future growth
2. Do the fees unduly burden new customers or will they hinder development
3. Will the fees collected fully offset the costs of building for new development

Most of the information used in the fee calculation was taken from the 2020 Water Facilities Master Plan (2020 WFMP) created by AKEL Engineering Group in April, 2020.

The Report also includes a comprehensive revenue analysis, and rate comparison analysis. We hope that these additional analyses will help the District determine the most suitable fees.

It has been an absolute pleasure and honor to work with your District. We thank you and other District Staff as well as the Board of Directors for the support provided during this study.

Respectfully submitted,

Robert D. Niehaus, Ph.D.
Managing Director/Principal Economist

Ichiko Kido, MBA
Program Manager/Sr. Financial Analyst

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EXECUTIVE SUMMARY

Purpose of Study

Robert D. Niehaus (RDN) was engaged by West Valley Water District (WVWD, District) to review and calculate Development Impact Fees that are fair and equitable to the District's existing and future customers. WVWD last updated its fees in 2012. The fees now require an update to accurately reflect the current asset value and costs of future expansion projects.

The primary goal of this study is to establish cost-based Development Impact Fees that achieve the District's goal to equitably fund the expansion related capital costs for the water system. The revenue generated from Development Impact Fees is a critical funding source for the expansion related capital projects. The established charges should also equitably reimburse existing customers for their investment in oversizing of infrastructure to accommodate future customers by minimizing the need for long-term debt and capital funding, which results in lower monthly rates.

RDN began the study by reviewing the District's current fees developed by Engineering Resources of Southern California (ERSC) and implemented by the District in 2012. RDN reviewed all methodologies used in the 2012 study and considered the following objectives to guide our approach and recommendations:

- Ensure compliance with state regulations regarding Development Impact Fees,
- Update the current Development Impact Fee or recommend new fees for new water connections based on increased capacity required to serve new development,
- Evaluate the current fire capacity charges and recommend new or updated charges for the new connections with fire requirements,
- Provide a revenue analysis of recommended Development Impact Fees and Fire Capacity Charges,
- Compare the District's fees with other local water agencies and cities in the region,
- Update miscellaneous charges; frontage charge, fire flow testing fee, plan check and investigation fee, overhead charge, and release of overlying right-of-way and easements fee.

Current Development Impact Fee

The District's current Development Impact Fees were designed by ERSC in 2012 utilizing the information presented in the 2012 Water Master Plan. ERSC assessed the fees based on each Equivalent Dwelling Unit (EDU), which represented a customer account with a 3/4 inch or smaller water meter. The fee was developed by summing the total costs of the existing and future water facilities divided by the ultimate number of EDUs at buildout. ERSC included the major backbone of infrastructure in the fee calculation such as supply facilities, transmission system, storage, and operation facilities. Additionally, the cost of financing on interest and bonds are included in the valuation of the assets.

Table 1 shows the current Development Impact Fees and fire service capacity charges by meter size.

Table 1. Current Development Impact Fees and Fire Service Capacity Charges

Meter Size	Development Impact Fee	Fire Service Capacity Charge
5/8"	$7,009	-
1"	$11,915	$510
1-1/2"	$23,130	$1,025
2"	$37,150	$1,625
3"	$82,005	$3,555
4"	$140,180	$6,105
6"	$292,275	$14,250
8"	$420,540	$24,410
10"	-	$38,660
12"	-	$50,870

Summary of Recommendations

Development Impact Fees are primarily intended to recover both the District's proposed Capital Improvement Program (CIP) costs for expansion identified in the 2020 WFMP, and utility rate payers' prior investment in capital facilities that support land development by providing extra capacity for new connections; however, additional considerations need to be included when designing the fees. For example, excessively high fees could hinder new development from happening. After extensive review of the current fees, 2020 WFMP, District asset lists, and other data provided by the District, RDN created three optional fees for the District to consider. When the District makes its final decision between the three recommended fees, they should assess and balance these considerations:

1. Do the fees unduly burden new customers and will they hinder development?
2. Do the fees equitably reimburse the existing customers for their investment in oversizing the system to accommodate future growth?
3. Will the fees collected fully offset the CIP costs of expansion for new development?

WVWD expects significant customer growth over the next 25 years, with the number of EDUs projected to rise from 32,308 (current) to 49,736 by FY 2046. To accommodate such growth, the 2020 WFMP projects investment of over $255 million in the expansion of local water system infrastructure. RDN predicts that the current fees will generate cumulative revenues of about $130 million between FY 2021 and FY 2046, far below the amount needed to accommodate growth. To remedy this potential revenue shortfall and improve the overall fee design, RDN proposes the following adjustments:

- Include all CIP costs allocated to future customers identified in the 2020 WFMP,
- Escalate the system asset values to today's dollar value by using the Los Angeles Construction Cost Index (CCI) published by Engineering News Record (ENR),

- Identify the current system capacity and the buildout capacity by function to accurately compute fees for the Buy-in component and the Incremental Cost component of the Development Impact Fee,
- Use 670 gallons per day (gpd), the unit of service per Equivalent Dwelling Unit (EDU) identified in the 2020 WFMP where applicable,
- Increase customer equitability by offsetting charges with debt service principal payments, developer funded projects, and Development Impact Fee revenues,
- Develop Fire Capacity Charges by isolating the extra capacity in the system's infrastructure required for fire requirements.

The three optional fees included in this report were developed using industry standard methodologies espoused by American Water Works Association (AWWA) Principles of Water Rates, Fees, and Charges – Manual of Water Supply Practices (M1). The differences in the charges are due to the methodologies used for the system asset valuation. For Option 1, the current system assets are valued at present day replacement costs and depreciated by the remaining useful life of each asset (Replacement Cost Less Depreciation, RCLD). For Option 2, replacement costs are used to value the system assets without depreciating (Replacement Cost New, RCN). For the final option, all the assets other than pipelines are valuated using the RCN method while the value of pipelines are computed separately based on the pipe replacement cost estimates included in the 2020 WFMP. In the third option only pipes of at least 14 inches in diameter were included. Separately calculated pipeline value was added to the other system values to compute Option 3 fees.

Fee calculations inherently have a certain amount of latitude so that fees can reflect local contingencies rather than be intractable in their application. The variations included here primarily represent differences in asset value calculation.

For all three options, RDN used the following formula to compute the base fee of 3/4 inch and smaller meter.

$$\left(\frac{(Replacement\ Cost\ of\ Assets \pm Adjustments)}{Current\ Capacity} \times \frac{gpd}{edu}\right) + \left(\frac{CIP\ Cost\ for\ Expansion}{Added\ Capacity} \times \frac{gpd}{edu}\right)$$

This formula provides for adjustments such as exclusion of the principal on existing debt and revenues collected from Development Impact Fees, and inclusion of the capital reserve balance in the total Buy-in asset value calculation represented by the numerator. The adjusted asset value (allowable asset value) was divided by the current system capacity, resulting in a unit cost of the capacity. The unit cost was multiplied by 670 gpd defined as a per EDU demand in the 2020 WFMP for the base meter. The same calculation was repeated for the CIP cost component and the fees were summed together to compute a total Development Impact Fee per EDU. The following tables show the proposed Development Impact Fees for Options 1, 2, and 3 by meter size. The fees for larger meters were scaled up from the base fee using the AWWA capacity ratios.

Fire Capacity Charge is computed by assessing the extra capacity needed to serve customers in fire emergencies. The 2020 WFMP indicated that the fire requirements only apply to infrastructure associated with storage and pipes. RDN separated the fire service capacity from the total capacity of these systems and applied an applicable

unit of service to calculate the charges. Since the fire capacity is also a requirement of public hydrants, RDN reallocated the share of the public hydrants costs back to the Development Impact Fee calculation.

Option 1 Replacement Cost less Depreciation (RCLD)

In Option 1, the original costs of the District's system assets are escalated to current-day dollars. Accumulated replacement cost depreciation was then subtracted to reflect the remaining useful life of each asset. Fees computed using this methodology are the lowest among all three options. Estimated total cumulative revenue by 2046 under this option is $204 million.

Table 2. Option 1 Proposed Fee Schedule

Meter Size	Development Impact Fee	Fire Service Capacity Charge
5/8"	$11,076	-
1"	$18,497	$1,198
1-1/2"	$36,883	$2,397
2"	$59,035	$3,835
3"	$110,759	$7,191
4"	$184,636	$11,985
6"	$369,161	$23,969
8"	$590,679	$38,351
10"	-	$55,130
12"	-	$103,068

Option 2 Replacement Cost New (RCN)

Option 2 uses the Replacement Cost New (RCN) method to calculate the system asset value. The replacement costs are calculated with the same methodology used for Option 1 but no accumulated depreciation is subtracted from the asset value. This methodology fairly compensates the existing customers for carrying the costs of the excess capacity built into the system which is readily available for new customers to join. The total cumulative revenue by 2046 under this option is $263 million.

Table 3. Option 2 Proposed Fee Schedule

Meter Size	Development Impact Fee	Fire Service Capacity Charge
5/8"	$14,321	-
1"	$23,916	$1,410
1-1/2"	$47,689	$2,820
2"	$76,331	$4,513
3"	$143,209	$8,461
4"	$238,730	$14,102
6"	$477,317	$28,205
8"	$763,736	$45,128
10"	-	$64,871
12"	-	$121,281

Option 3 Replacement Cost New (RCN) plus Pipes

In Option 3, system pipelines were omitted from the asset value calculation and their replacement value was instead calculated using the cost estimate provided by the 2020 WFMP for replacing all pipelines with a diameter of at least 14". The WFMP estimated $15.00 as the cost to replace a diameter inch per linear foot of pipeline. Using this method the pipeline replacement cost was estimated at $154 million. Estimated total cumulative revenue by 2046 under this option is $309 million.

Table 4. Option 3 Proposed Fee Schedule

Meter Size	Development Impact Fee	Fire Service Capacity Charge
5/8"	$16,747	-
1"	$27,968	$1,774
1-1/2"	$55,769	$3,549
2"	$89,264	$5,678
3"	$167,474	$10,646
4"	$279,179	$17,744
6"	$558,191	$35,487
8"	$893,139	$56,780
10"	-	$81,621
12"	-	$152,596

The District currently charges single family dwellings constructed on lots of less than 10,000 sq.ft., which are required to install 1-inch meter to meet fire requirements, a Development Impact Fee of a ¾ inch meter plus a 1 inch meter Fire Capacity Charge instead of paying the fee for the 1 inch meter. RDN accepts this approach to be fair and equitable considering the service requirements for such dwelling units would never exceed those of ¾ inch meter.

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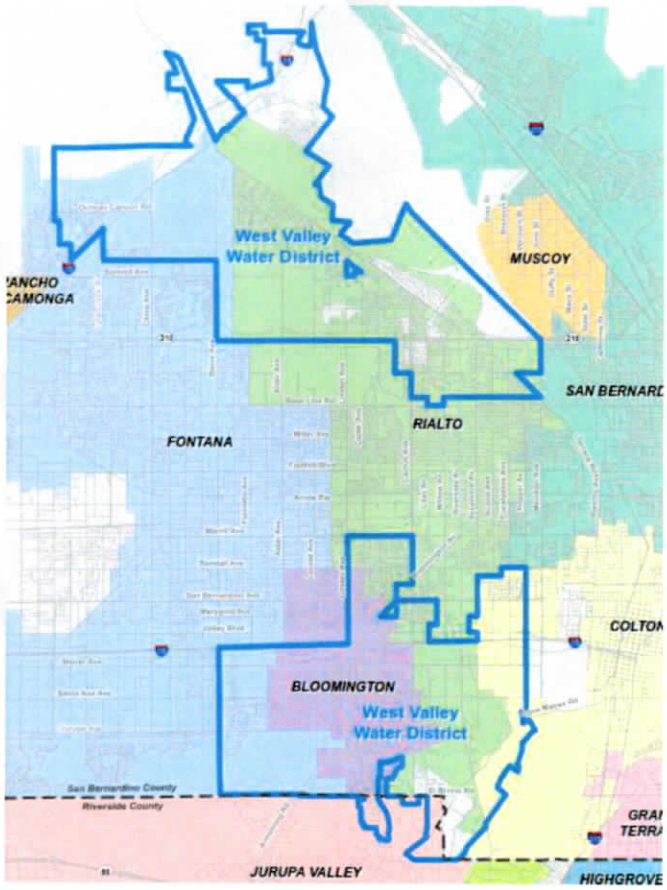
1. INTRODUCTION

District Overview

The West Valley Water District (WVWD or District) is a Special District governed by a five-member Board of Directors which provides water service to a population of 83,902 people through 22,033 connections in San Bernardino and Riverside Counties. The 32 square-mile service area encompasses parts of the Cities of Rialto, Bloomington, Colton, Fontana, Jurupa Valley, and some unincorporated areas in San Bernardino and Riverside Counties. Residential customers make up approximately 93 percent of the District's customers. District facilities include 21 groundwater wells with a pumping capacity of approximately 42,000-acre feet per year (AFY), over 375 miles of pipeline, 25 storage tanks with a total storage capacity of 72 million gallons (MG), and 3,204 fire hydrants. The District's water supply sources include groundwater basins such as Lytle Creek Basin, Bunker Hill Basin, and Rialto Colton Basin, and two sources of surface water including Lytle Creek and the State Water Project. The future water demand used for this study was based on the 2020 WFMP. Figure 1 shows WVWD's current service area.

Figure 1. West Valley Water District Service Area



According to the 2020 WFMP, residentially zoned lands are currently built to 59 percent of the proposed land use capacity, while non-residential zoned lands are developed to 75 percent, this equates to 66 percent of the District's entire service area being built out. WVWD currently levies Development Impact Fees on new or

expanded connections as a condition of development. This charge was established to recover the cost of capacity in District facilities benefitting new development.

"Development Impact Fee" is commonly used terminology to describe system development charges imposed on future customers. There are other names commonly used by utilities such as capacity charges, connection fees, and capital recovery fees. Though they all mean the same and are used for the same purpose, it often creates confusion. In this Report, RDN uses "Development Impact Fee" defining a system development charge, a one-time charge paid by a new water system customer for its system capacity.

Legal Framework

This section of the report describes the legal framework that was considered in the development of the capacity fees to ensure that the calculated capacity fees provide a fair and equitable allocation of costs to current and future customers.

California Code 66001

A fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to (1) refurbish existing facilities to maintain the existing level of service or (2) achieve an adopted level of service that is consistent with the general plan.

California Code 66008

A local agency shall expend a fee for public improvements, as accounted for pursuant to Section 66006, solely and exclusively for the purpose or purposes, as identified in subdivision (f) of Section 66006, for which the fee was collected. The fee shall not be levied, collected, or imposed for general revenue purposes.

California Code 66013

(a) Notwithstanding any other provision of law, when a local agency imposes fees for water connections or sewer connections, or imposes Development Impact Fees, those fees or charges shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed, unless a question regarding the amount of the fee or charge imposed in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue.

"Development Impact Fee" means a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities. A "Development Impact Fee" does not include a commodity charge.

(c) A local agency receiving payment of a charge as specified in paragraph (3) of subdivision (b) shall deposit it in a separate capital facilities fund with other charges received, and account for the charges in a manner to avoid any commingling with other moneys of the local agency, except for investments, and shall expend those charges solely for the purposes for which the charges were collected. Any interest income earned from the investment of moneys in the capital facilities fund shall be deposited in that fund.

Economic Framework

The simplest and most succinct economic justification for capacity fees is the idea that "growth-pays-for growth" essentially, that customers who benefit from a service should be the ones who pay for that service. The AWWA Manual M26 states: "the purpose of designing customer-contributed [connection fees] is to prevent or reduce the inequity to existing customers that results when these customers must pay the increase in water rates that are needed to pay for added plant costs for new customers." To effect fair distribution of the value of the system, Development Impact Fees should reflect a reasonable estimate of the cost of providing capacity to new users and not disproportionally burden existing users through a rate increase.

Additionally, according to Neslon[1], "Local public officials are coming to accept that underpricing of facilities leads to their inefficient use. Development is less intense, more spread out, and more wasteful of facilities when it does not have to pay the full cost of the facilities to which it connects and uses." By allowing new development to pay for its full share of the cost of providing new facilities, local officials use market principles to determine when new development is feasible.

Development Impact Fees should also meet rational nexus criteria to assure maximum reasonable acceptance by the development community, local government elected and administrative officials, and courts. At the heart of the rational nexus test is the concept of "proportionate share," which can be defined as that component of the cost of existing and future system improvements that is reasonably related to the demands of new development.

Key Assumptions

Asset values used in this report are escalated to the District's proposed Fee implementation date, thus capturing the system value at the start of fee collection. Growth projections and capacity estimates were calculated using data presented in the 2020 WFMP. Capital projects for expansion scheduled between FY 2018 and FY 2021 were moved to the current asset list upon District confirmation for their execution.

Water Demand per Equivalent Dwelling Unit (EDU)

The water demand per EDU at 670 gallons per day (gpd) was used as a base demand of future customers in the 2020 WFMP, reflecting a decrease in consumption from the previous Water Master Plan, which used 750 gpd per EDU. This is based on the demand of 212 gallons per capita per day (gpcd) multiplied by a typical household size (3.16) in the region. This amount accounts for water losses and occupancy vacancies identified in the 2020 WFMP.

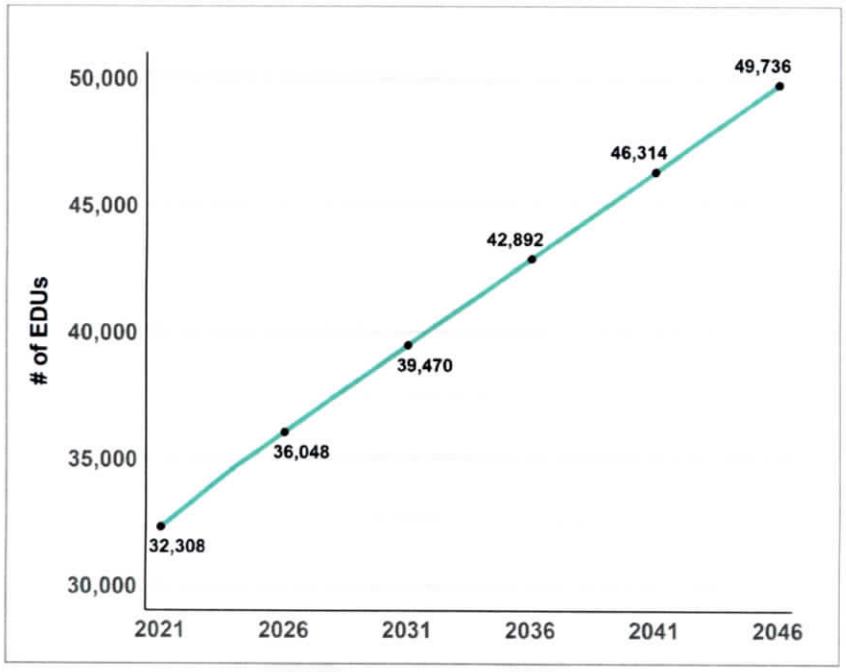
EDU Growth

The projected EDU count for the build-out in the 2020 WFMP is 49,736, which yields an annual growth of 790 EDUs between FY 2020-21 and FY 2023-24 and 684 EDUs per year between FY 2024-25 and FY 2025-46. The current EDU count is estimated at 32,308.

Figure 2 displays projected EDU growth between the current (2021) and buildout (2046).

[1] Nelson, Arthur C. 1995. System development charges for water, wastewater and stormwater facilities. CRC Press.

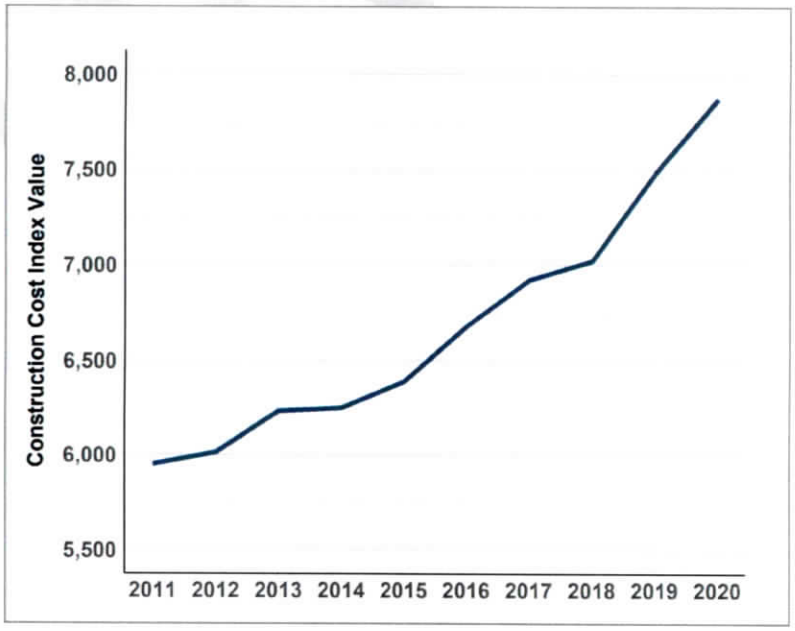
Figure 2. Projected EDU Growth, Current (2021) to Buildout (2046)



Construction Cost Index

RDN escalated the costs of replacing existing system assets using the Los Angeles Construction Cost Index (CCI) published by Engineering News Record (ENR). The CCI is based on current costs for construction inputs such as labor, steel, cement and lumber in the Los Angeles area. System assets were escalated at a rate of 1.8% per year based on the 10-year average percent change in the Los Angeles CCI. Figure 3 shows the indexed change in construction costs between 2011 and the current (2021).

Figure 3. Historic Los Angeles Construction Cost Index



Equivalent Meter Ratios

Capacity requirements placed on the water system can be measured by the size of installed meters which receive services from the system. The safe operating flow (or capacity) of a particular size of meter is essentially the limiting factor in terms of the demand that can be exerted on the water system through the meter. The ratio of the safe operating capacity of various sizes of meters relative to the capacity of a base meter may be used to determine appropriate charges for the larger meter sizes[2]. It is the District's policy to consider all meters that are 3/4-inch and smaller as a base meter (equal to one equivalent meter). The capacity ratio for larger meters is calculated using the meter capacity requirements provided in the AWWA M1.

Table 5. AWWA Equivalent Meter Ratios

Meter Size	Meter Capacity Ratio
5/8" & 3/4"	1.0
1"	1.7
1-1/2"	3.3
2"	5.3
3"	11.7
4"	20.0
6"	41.7
8"	60.0
10"	76.7
12"	143.3

[2] From "Principles of Water Rates, Fees, and Charges" by American Water Works Association, 2017, Seventh Edition, Appendix B, p. 385.

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2. METHODOLOGY

The three optional Development Impact Fees were developed using guidelines set forth by the AWWA M1. The two primary methods outlined in the M1 used to calculate Development Impact Fees are the Buy-in and the Incremental Cost methods. The Buy-in method recovers the cost of capacity in those portions of the existing system in which there is still capacity available. The Incremental Cost method is a calculation of the Incremental Costs of additional system capacity needed to add to serve new development. There is also a hybrid approach in which these two methods are combined. The combined approach is most often used when the system has some capacity left to take on new customers but additional capacity is also needed to serve projected growth in the planning horizon. RDN determined that the combined approach is most appropriate for the WVWD's fee calculation. In this section each method is described in detail and the rationale is provided for selecting the combined approach for the District's Development Impact Fee calculation.

Buy-in Method

Under the Buy-in method, new development purchases a share of capacity proportionate to the development's estimated demand. This method is typically used when the existing water system has the capacity to accommodate increased demand without large investment in capital projects. There are four generally accepted methods used to determine the existing system value:

- **Original Cost** – asset cost in the year of construction
- **Original Cost less Depreciation** – original cost subtracting the accumulated depreciation of system assets
- **Replacement Cost New (RCN)** – original cost escalated to current dollars using a construction cost index. This method reflects the cost of replicating the existing system.
- **Replacement Cost New less Depreciation (RCLD)** – replacement cost new of existing system subtracted by the accumulated depreciation. This method reflects the current costs of replacing system assets while adjusting the valuation to reflect the remaining life of current assets.

Figure 4 provides a visual representation of a situation where the Buy-in method best applies. In this example, the commuter bus (water system) has a capacity to seat 10 passengers (system capacity). Of the 10 total seats, eight are taken (existing customers), but there are two extra seats available ready for the new passengers (new customers). A new passenger, who wants to buy a seat on the bus, is expected to pay one tenth of the total value of the bus to secure his/her seat. This method rests on the premise that existing customers have been maintaining not only their share of the system capacity that they use but also for the extra capacity that is not currently being used. New customers therefore should reimburse existing customers for the additional contribution they have made to maintain the extra capacity.

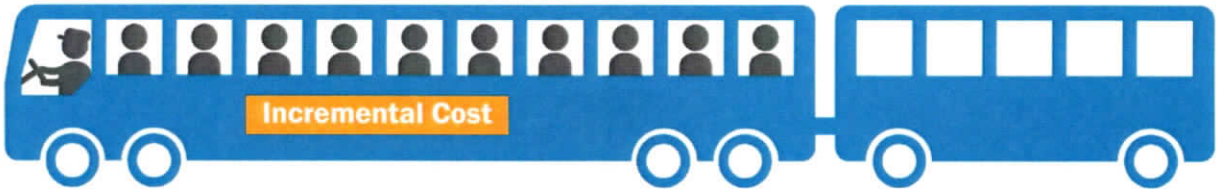
The Buy-in method is used when there is sufficient capacity left in the existing system to accommodate new development over the planning period, and the goal of this method is to achieve capital equity between existing and new customers.

Figure 4. Buy-in Methodology

Incremental Cost Method

While the Buy-in method is used when the system has sufficient capacity for additional development, the Incremental Cost method is most appropriate when current system capacity is not capable of serving new development without significant investment in new facilities. Under this methodology all of the costs of future system expansion are allocated to new customers. This method requires a detailed long-term capital improvement plan (CIP) that clearly identifies the proportion of project cost contributing to expansion of the system. As shown in Figure 5, using the same bus analogy, when the bus is full (at capacity), new passengers must purchase additional cargo for them to secure a seat so that existing customers would not be burden by the Incremental Costs. This method rests on the premise "growth pays for growth."

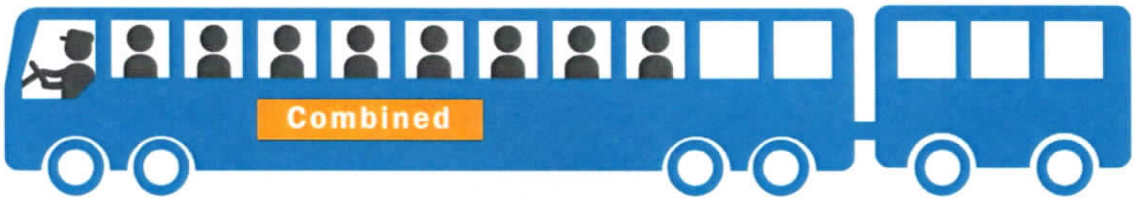
Figure 5. Incremental Cost Method



Combined Approach

For systems that have the capacity to serve new development in the short-run but require investment in capacity-expanding facilities in the long-run, a combination of Buy-in and Incremental Cost methods is considered. Development Impact Fees developed under the combined method reflect the value of the existing system and expansion related CIPs. In Figure 6 the new passengers are expected to share the costs associated with the available seats in the original section of the bus and extension of the bus that is added to increase additional availability of seats.

Figure 6. Combined Cost Method



Proposed Approach

According to the 2020 WFMP, the current system holds some remaining capacity to accommodate new customers. Residentially zoned lands are currently built to 59 percent of the proposed land use capacity, while non-residential zoned lands are developed to 75 percent, this equates to only 66 percent of the District's entire service area being built out. However, the District anticipates rapid expansion of roughly 17,000 additional EDUs over the 2021-2046 period. RDN recommends Development Impact Fees for the District be calculated based on the combined approach. This approach captures the significant investment made into the existing system by current customers and the cost of capital improvement projects scheduled for expansion. Figure 7 displays the summarized formula used to calculate the District's fees under the combined approach.

Figure 7. Combined Approach, Development Impact Fee Calculation Methodology for WVWD

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3. FEE CALCULATION

RDN first evaluated which assets are eligible for inclusion in the Development Impact Fee calculation. It is common fee setting practice to only include the asset value of the backbone infrastructure in the system. To calculate the Development Impact Fees, RDN allocated each asset between eight major service functions using the pertinent asset value and system capacity specific to each function. The functions include source of supply, treatment, storage, pumping, pipes, general plant, water rights, and land. Asset values under all three options were adjusted by taking out the assets funded by developers, grants, and other non-rate funding sources. Additionally, adjustments were to the system asset values to avoid double charging new customers for costs they will inherit in their rates once they joined the system. The capital reserve fund was then included in the asset list as a viable asset. The asset value after these adjustments is denoted as "allowable asset value" in this Report. The allowable asset value is divided by the corresponding system capacity, resulting in a unit cost of the capacity. The unit cost was multiplied by 670 gpd defined as per EDU demand in the 2020 WFMP, or other unit of services per EDU applicable to the specific function. The same calculation was repeated for the Incremental Cost component and the fees were summed together to compute a total Development Impact Fee per EDU. The following section describes each of these components in detail.

System Value

Current System Asset Valuation (Buy-in Component)

The District provided RDN with a comprehensive fixed asset list containing nearly 2,000 items with acquisition dates between 1961 and 2020. The asset list included information such as asset number, system function, useful life, and original purchase date of each asset.

Optional Methodologies for System Asset Valuation

The three methods used to calculate asset value are referred as Replacement Cost less Depreciation (RCLD, Option 1), Replacement Cost New (RCN, Option 2), and Replacement Cost New with alternate cost evaluation for pipes (RCN+Pipes, Option 3). While each option results in a slightly different asset value, they are all accepted by the AWWA and general fee setting practice.

Option 1 (Buy-in Component - RCLD)

The RCLD method accounts for the system assets in present value, while also accounting for proportional devaluation via depreciation. The asset value was depreciated by the remaining useful life of each asset as presented in the master asset list. This method provides an asset value reflective of the current state of the system and most accurately represents the present-day value of the system into which new customers are buying. The Buy-in component of allowable asset value under Option 1 amounts to approximately $40 million.

Table 6. Replacement Cost less Depreciation Asset Value

Asset Function	RCLD	Capacity Revenue Adj.	Debt Service	Captial Reserves	Allowable Asset Value
Source of Supply	$17,863,144	$9,433,929	$5,294,442	$3,607,971	$6,742,743
Treatment	$10,000,651	$5,281,570	$2,964,085	$2,019,916	$3,774,913
Storage	$15,750,219	$8,318,046	$4,668,194	$3,181,205	$5,945,184
Pumping	$6,972,761	$3,682,473	$2,066,651	$1,408,348	$2,631,986
Pipes	$39,437,936	$20,828,064	$11,688,977	$7,965,614	$14,886,510
General Plant	$4,680,871	$2,472,074	$1,387,360	$945,435	$1,766,873
Water Rights	$8,211,003	$4,336,416	$2,433,652	$1,658,446	$3,099,380
Land	$2,212,968	$1,168,718	$655,900	$446,972	$835,322
Total	**$105,129,554**	**$55,521,289**	**$31,159,261**	**$21,233,907**	**$39,682,911**

Option 2 (Replacement Cost New – RCN)

Option 2 uses the RCN method to calculate system value. Under this methodology the allowable asset value reflects the cost of replacing the backbone system in today's dollars. Each asset's original cost is multiplied by the percent change in LA CCI between the asset's purchase date and the implementation date of the new fees. The RCN method does not account for accumulated depreciation of assets, meaning that even fully depreciated asset is valued at full replacement cost. Allowable asset value under Option 2 totals approximately $175 million.

Table 7. Replacement Cost New Allowable Asset Value

Asset Function	RCN I	Capacity Revenue Adj.	Debt Service	Captial Reserves	Allowable Asset Value
Source of Supply	$28,045,868	$6,465,562	$3,628,557	$2,472,730	$20,424,479
Treatment	$50,278,562	$11,590,983	$6,505,009	$4,432,928	$36,615,498
Storage	$39,062,352	$9,005,251	$5,053,863	$3,444,024	$28,447,262
Pumping	$19,903,377	$4,588,431	$2,575,086	$1,754,828	$14,494,687
Pipes	$71,587,072	$16,503,347	$9,261,890	$6,311,643	$52,133,477
General Plant	$10,432,746	$2,405,116	$1,349,782	$919,828	$7,597,675
Water Rights	$11,922,077	$2,748,460	$1,542,471	$1,051,138	$8,682,285
Land	$9,604,338	$2,214,139	$1,242,603	$846,789	$6,994,385
Total	**$240,836,391**	**$55,521,289**	**$31,159,261**	**$21,233,907**	**$175,389,748**

Option 3 (Replacement Cost New – RCN plus Pipe Valuation

In Option 3, the replacement cost of pipelines was calculated separately using a different methodology from the RCN for the other functions. In Option 3, the replacement cost of pipes was calculated using the cost estimate per diameter inch of $15.00 found in the 2020 WFMP. The District currently maintains approximately 482,000 feet of pipelines which are at least 14" in diameter. RDN included only the pipes which are 14" and larger in this calculation because they represent the backbone of water main infrastructure. Table 8 presents the size of pipes and their linear footages included in the replacement cost calculation.

Table 8. RCN II Alternate Water Main Valuation

Pipeline Diameter	Linear Feet	Unit Cost Per LF	Total Cost
14-in	2,746	$210	$576,576
16-in	132,898	$240	$31,895,424
18-in	59,136	$270	$15,966,720
20-in	69,062	$300	$20,718,720
22-in	42	$330	$13,939
24-in	141,662	$360	$50,998,464
30-in	55,968	$450	$25,185,600
36-in	2,534	$540	$1,368,576
Baseline Feeder	9,963	$720	$7,173,345
Total	**474,012**		**$153,897,364**

The Base Line Feeder (BLF) is owned by several agencies and is broken down to four phases reflecting the time of project execution. WVWD owns 48.00% of Phase I & II and 33.33% of Phase III & IV. The total portion of the BLF owned by the District is thus 9,963 linear feet.

Following this alternate water main valuation and the three adjustments, the total allowable asset value under Option 3 is calculated at $261 million.

Table 9. Replacement Cost New with Alternate Pipe Valuation Allowable Asset Value

Asset Function	RCN II	Capacity Revenue Adj.	Debt Service	Captial Reserves	Allowable Asset Value
Source of Supply	$28,045,868	$4,767,604	$2,675,641	$1,823,352	$22,425,976
Treatment	$50,278,562	$8,547,008	$4,796,691	$3,268,771	$40,203,634
Storage	$39,062,352	$6,640,330	$3,726,639	$2,539,569	$31,234,952
Pumping	$19,903,377	$3,383,437	$1,898,828	$1,293,983	$15,915,094
Pipes	$153,897,364	$26,161,489	$14,682,164	$10,005,362	$123,059,074
General Plant	$13,831,959	$2,351,337	$1,319,601	$899,260	$11,060,281
Water Rights	$11,922,077	$2,026,671	$1,137,394	$775,093	$9,533,105
Land	$9,667,526	$1,643,413	$922,304	$628,517	$7,730,326
Total	**$326,609,084**	**$55,521,289**	**$31,159,261**	**$21,233,907**	**$261,162,441**

Adjustments

Outstanding Debt Principal

The first adjustment RDN made is crediting new customers for the outstanding debt principal amount that has not yet been paid by the existing customers. The District currently makes payments on three loans: water participation rights, debt service used to fund construction of WVWD's Hydroelectric Plant, and the Series 2016A bond. These three debts have a cumulative outstanding principal of $31.2 million as of FY 2020-21. New customers will start making payments through their water rates once they join the system, thus it is necessary to subtract the amount

from the fee calculation to avoid new customers paying once with a new connection, and paying again on their water bill.

Revenues from Development Impact Fees

Previously collected Development Impact Fee revenue was subtracted from the District's total asset value because the revenue was not generated through existing customers' rates. These revenues should not be included in the asset value calculation because the fee a new customer pays is embedded into the property purchase price, which comes with the water service and related infrastructure. The value of this investment will continue to be included in the value of the house, thus the revenue generated from such fees should not be recoverable either through water rates nor future Development Impact Fees. When the customer sells the property, the value of the investment will be passed onto the next owner through the sale. The basic principle of Development Impact Fee calculation is that allowable system asset value should capture only the direct contributions made by the existing customers through rates. Development Impact Fee revenue represents a facet of property value rather than direct customer investment to the system. WVWD provided RDN with a comprehensive list of Development Impact Fee revenue between FY 1985 to FY 2020, totaling roughly **$55.5 million**.

Capital Reserves

The third and final adjustment is the addition of the District's Capital Reserves to the asset value calculation. The reserves are treated as an asset because they were contributed by existing customers through rates and are available to pay for capital and operating costs of the water system, from which future customers will benefit. The District's current capital reserve balance is **$21.2 million**. This amount was added to the calculation as an allowable system asset value.

Capital Improvement Projects for Expansion (Incremental Cost Component)

To calculate the Incremental Cost component, RDN utilized the extensive capital improvement plan in the 2020 WFMP for the planning period (FY2019 – FY2046). Similar to the method used for the Buy-in component, RDN first assigned the CIP projects to one of seven system functions including source of supply, treatment, pumping, valves, pipes, storage, and land. All scheduled CIPs in the 2020 WFMP were clearly classified as either existing or future (expansion) projects. RDN confirmed with the District that the future projects are all expansion related, thus should be included in the fee calculation. RDN also checked the status of the project execution. The fully executed projects scheduled between FY 2019 and FY 2021 in the 2020 WFMP were moved to the current asset list while the projects, which were scheduled but not yet executed, were kept in the future projects. The cost of expansion related capital improvement projects totaled $255 million. Table 10 shows the total expansion costs for each system function included in the asset value calculation.

Table 10. Capital Improvement Costs for Expansion by System Function

Function	Total Expansion
Source of Supply	$13,441,800
Treatment	$82,966,400
Pumping	$31,226,000
Valves	$520,000
Pipes	$69,048,473
Storage	$55,631,000
Land	$2,346,000
Total	$255,179,673

System Capacity

System capacity was measured individually for each function in order to compute a unit cost for system capacity. RDN assessed the current system capacity for the Buy-in component and the additional capacity expected to be produced by capital expansion for the Incremental Cost component. RDN also computed the capacity of the system required for the fire service in order to develop Fire Capacity Charges. A Fire Capacity Charge is computed by assessing the extra capacity needed to serve in times of fire emergencies. In the 2020 WFMP, it indicated that the fire requirements only apply to two functions, storage and pipes. The fire capacity serves the capacity demand placed by private fire protection service accounts and public hydrants. After the asset costs of the fire capacity was identified, RDN reallocated the costs of the public hydrants back to the Development Impact Fee calculation. The 2020 WFMP indicated that the storage fire capacity requirement for the current and future combined is 5.58 million gallons (mg). The District's storage capacity is currently 72.1 percent of the total capacity at the build-out. RDN applied this percentage to the total requirement of 5.58 mg to estimate the current fire capacity in the system. The remaining capacity was allocated to the Incremental Cost component as additional capacity produced by the CIPs for expansion. Fire capacity for pipes were computed by taking the difference in the water demand between Peak Hour Day (PHD) and Peak Day Demand (PDD). Based on this calculation RDN allocated approximately 60 percent of the total cost to the Development Impact Fee calculation and the remaining 40 percent to the Fire Capacity Charge calculation. RDN assumed that the current system pipes are sufficient to serve the District's existing customers and additional pipes scheduled to be installed will accommodate new development's required demand. Each of these costs are then divided by the current EDUs or the additional EDUs for the Buy-in and the Incremental Cost component, respectively. The capacity of other system functions such as general plant, water rights, and land are calculated using the current EDUs for the current capacity and the EDU growth between the current and the build-out for the Incremental Cost component.

Unit of Service

Once the unit costs were calculated for the source of supply, treatment, and pumping functions, they were multiplied by the unit of service (670 mgd) to compute the base fee for each function. RDN computed gallons of water available for each EDU for the storage function at the current capacity by taking the current total capacity less the fire capacity and dividing it by the current EDUs. For the Incremental Cost component, RDN used the

average of water availability per EDU at two points in time, the current period and build-out, and defined it as a unit of service for the storage function.

Fee Calculation

Fee calculations inherently have a certain amount of latitude so that fees can reflect local contingencies rather than be intractable in their application. The variations included here primarily signify differences in asset value calculation for the Buy-in component. Regardless of the ultimate methodology the District selects, the formula used to compute the base fee remains the same.

$$\underbrace{\boxed{\left(\frac{(Replacement\ Cost\ of\ Assets \pm Adjustments)}{Current\ Capacity} \times \frac{gpd}{edu}\right)}}_{\text{Buy-in Component}} + \underbrace{\boxed{\left(\frac{CIP\ Cost\ for\ Expansion}{Added\ Capacity} \times \frac{gpd}{edu}\right)}}_{\text{Incremental Cost Component}}$$

Table 11, Table 12, and Table 13 present a summary of Development Impact Fee and Fire Capacity Charge calculation for the Buy-in components by option.

Buy-in Component

Table 11. Option 1 (RCLD) Fee Calculation – Buy-in

Asset Function	Allowable Asset Value	Current Capacity	Capacity for Fire Service	Unit Cost	Unit of Service	Fire Unit of Service	Unit	Development Impact Fee per EDU	Fire Capacity Charge per EDU	Reallocation of Public Fire Costs	Total Development Impact Fee
Source of Supply	$6,742,743	41,500,000		$0.16	670		GPD	$108.86			
Treatment	$3,774,913	43,000,000		$0.09	670		GPD	$58.82			
Storage	$5,945,184	66,637,117	4,022,883	$0.08	2,063	41	Gallons	$173.54	$3.49		
Pumping	$2,631,986	45,402,240		$0.06	670		GPD	$38.84			
Pipes	$14,886,510	33,900,000	23,730,000	$271.04	1	46	EDU	$271.04	$45.51		
General Plant	$1,766,873	32,308		$54.69	1		EDU	$54.69			
Water Rights	$3,099,380	32,308		$95.93	1		EDU	$95.93			
Land	$835,322	32,308		$25.86	1		EDU	$25.86			
Total	**$39,682,911**							**$827.57**	**$49.00**	**$176.78**	**$1,004.36**

Table 12. Option 2 (RCN) Fee Calculation – Buy-in

Asset Function	Allowable Asset Value	Current Capacity	Capacity for Fire Service	Unit Cost	Unit of Service	Fire Unit of Service	Unit	Development Impact Fee per EDU	Fire Capacity Charge per EDU	Reallocation of Public Fire Costs	Total Development Impact Fee
Source of Supply	$20,424,479	41,500,000		$0.49	670		GPD	$329.74			
Treatment	$36,615,498	43,000,000		$0.85	670		GPD	$570.52			
Storage	$28,447,262	66,637,117	4,022,883	$0.40	2,063	41	Gallons	$830.38	$16.68		
Pumping	$14,494,687	45,402,240		$0.32	670		GPD	$213.90			
Pipes	$52,133,477	33,900,000	23,730,000	$949.20	1	159	EDU	$949.20	$159.39		
General Plant	$7,597,675	32,308		$235.16	1		EDU	$235.16			
Water Rights	$8,682,285	32,308		$268.74	1		EDU	$268.74			
Land	$6,994,385	32,308		$216.49	1		EDU	$216.49			
Total	**$175,389,748**							**$3,614.13**	**$176.07**	**$635.25**	**$4,249.38**

Table 13. Option 3 (RCN plus Pipes) Fee Calculation – Buy-in

Asset Function	Allowable Asset Value	Current Capacity	Capacity for Fire Service	Unit Cost	Unit of Service	Fire Unit of Service	Unit	Development Impact Fee per EDU	Fire Capacity Charge per EDU	Reallocation of Public Fire Costs	Total Development Impact Fee
Source of Supply	$22,425,976	41,500,000		$0.54	670		GPD	$362.06			
Treatment	$40,203,634	43,000,000		$0.93	670		GPD	$626.43			
Storage	$31,234,952	66,637,117	4,022,883	$0.44	2,063	41	Gallons	$911.75	$18.31		
Pumping	$15,915,094	45,402,240		$0.35	670		GPD	$234.86			
Pipes	$123,059,074	33,900,000	23,730,000	$2,240.56	1	376	EDU	$2,240.56	$376.23		
General Plant	$11,060,281	32,308		$342.34	1		EDU	$342.34			
Water Rights	$9,533,105	32,308		$295.07	1		EDU	$295.07			
Land	$7,730,326	32,308		$239.27	1		EDU	$239.27			
Total	**$261,162,441**							**$5,252.33**	**$394.54**	**$1,423.50**	**$6,675.83**

Table 14 shows the summary calculation for the Incremental Cost component.

Incremental Cost Component

Table 14. CIPs for Expansion (Incremental Cost)

System Function	Total Expansion	Current Capacity	Capacity for Fire Service	Unit Cost	Unit of Service	Fire Unit of Service	Unit	Development Impact Fee per EDU	Fire Capacity Charge per EDU	Reallocation of Public Fire Costs	Total Development Impact Fee
Source of Supply	$13,441,800	35,100,000		GPD	$0.38	670		$256.58			
Treatment	$82,966,400	35,100,000		GPD	$2.36	670		$1,583.69			
Pumping	$31,226,000	62,553,600		GPD	$0.50	670		$334.46			
Valves	$520,000	19,900,000	13,930,000	GPD	$17.50	1	$4.53	$17.50	$4.53	$4.53	
Pipes	$69,048,473	19,900,000	13,930,000	GPD	$2,323.89	1	$601.80	$2,323.89	$601.80	$601.80	
Storage	$55,631,000	27,350,000	1,557,117	Gallons	$1.92	2,001	$33.13	$3,850.74	$63.75	$63.75	
Land	$2,346,000	17,478		EDU	$134.23	1		$134.23			
Total	**$255,179,673**							**$8,501.09**	**$670.08**	**$1,570.48**	**$10,071.57**

Figure 8 presents the optional fees by option. The Incremental Cost component is the same for all options but the Buy-in component varies depending on the methodology used to calculate system asset value. Option 1 used Replacement Cost less Depreciation (RCLD) for the Buy-in component of the fee calculation, the Option 2 fee is calculated using Replacement Cost New (RCN), and Option 3 fee used Replacement Cost New plus a separate valuation for the system main replacement costs. Figure 9 shows the proposed Fire Capacity Charge for each option.

Figure 8. Comparison of Development Impact Fees by Option

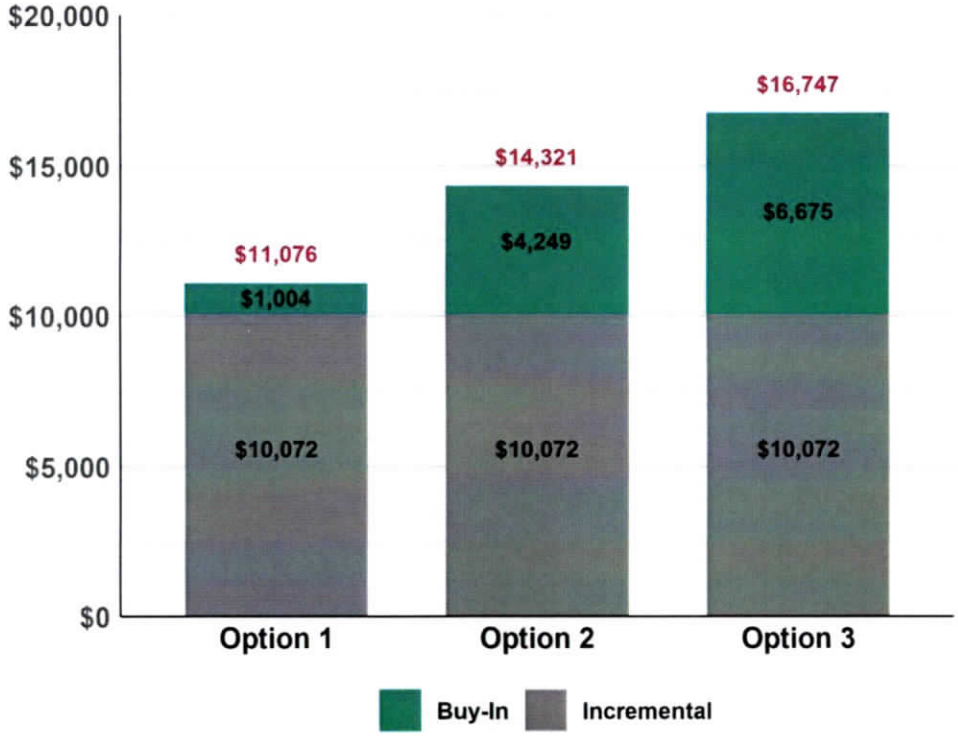
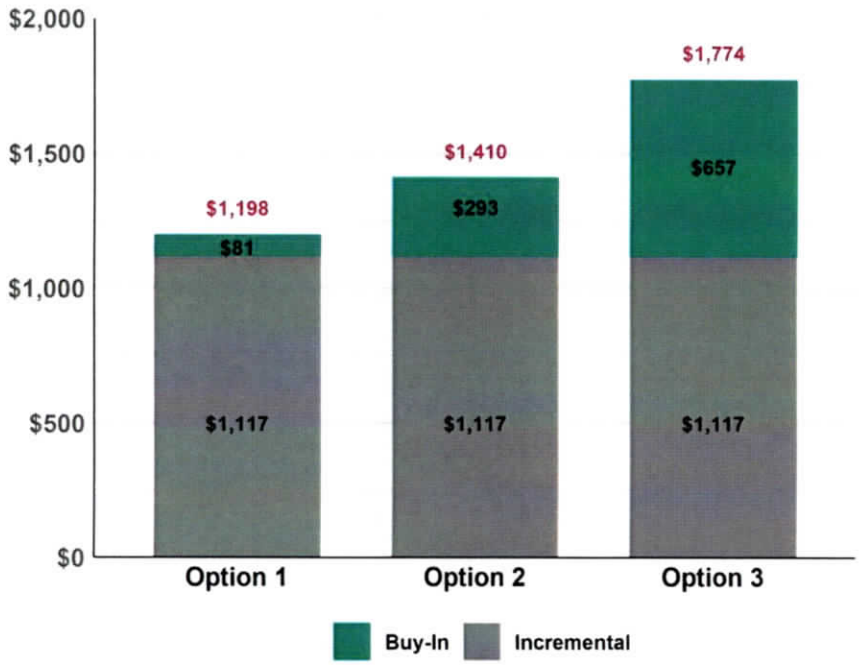


Figure 9. Comparison of Fire Capacity Charge by Option



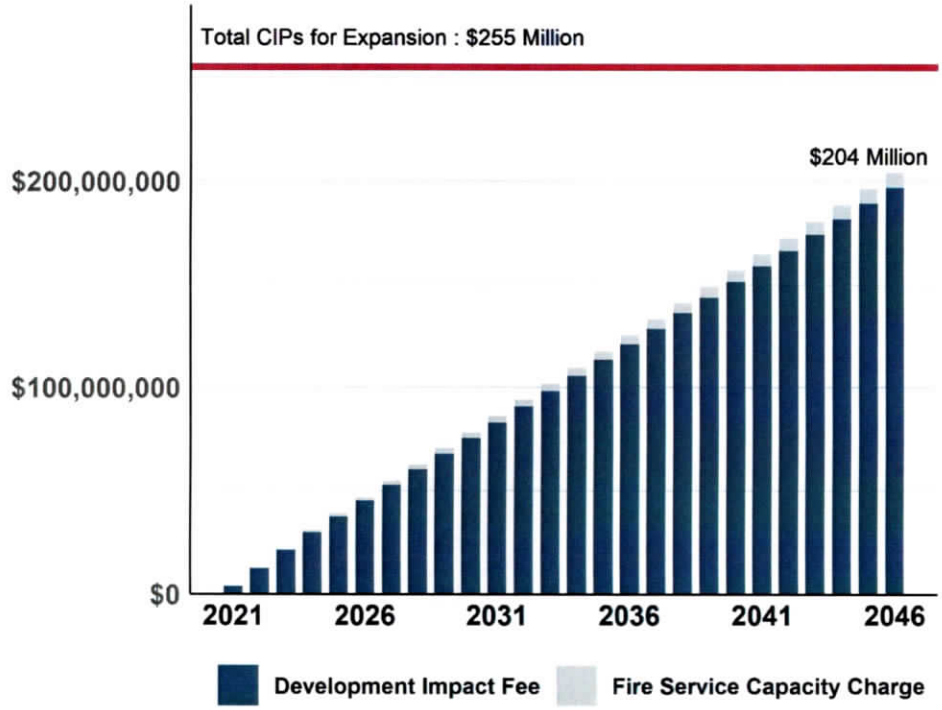
Option 1 (RCLD)

The Development Impact fee calculation under Option 1 for the base meter (3/4-inch and smaller) resulted in $11,076. Larger meters are scaled upward using the AWWA capacity ratio. The smallest meter size for the Fire Capacity Charges is 1-inch. This option will generate approximately $197 million cumulative revenues from Development Impact Fees and an additional $7 million from Fire Capacity Charge revenues, totaling $204 million by FY 2046.

Table 15. Option 1 Development Impact Fees and Fire Capacity Charges by Meter Size

Meter Size	Safe Maximum Operating Flow	System Demand Factor	Development Impact Fee	Fire Service Capacity Charge
5/8" & 3/4"	30 gpm	1.0	$11,076	-
1"	50 gpm	1.7	$18,497	$1,198
1-1/2"	100 gpm	3.3	$36,883	$2,397
2"	160 gpm	5.3	$59,035	$3,835
3"	350 gpm	11.7	$110,759	$7,191
4"	600 gpm	20.0	$184,636	$11,985
6"	1250 gpm	41.7	$369,161	$23,969
8"	1800 gpm	60.0	$590,679	$38,351
10"	2300 gpm	76.7	-	$55,130
12"	4300 gpm	143.3	-	$103,068

Figure 10. Forecasted Revenues under Option 1 by Type



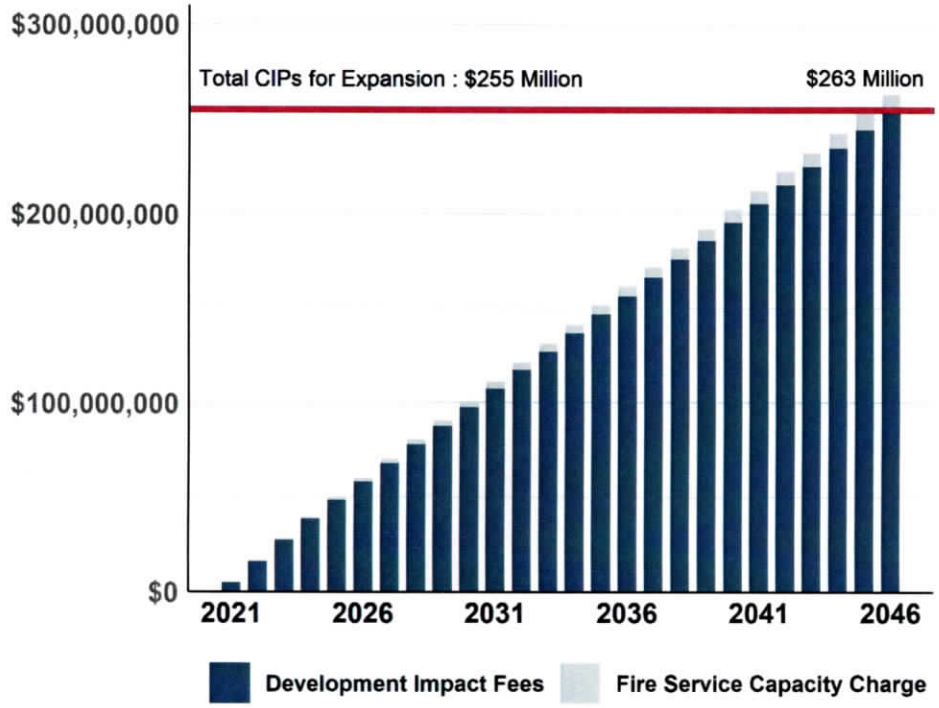
Option 2 (RCN)

The Development Impact fee calculation for the base meter (3/4-inch and smaller) under Option 2 resulted in $14,321. This option will generate approximately $254 million cumulative revenues from Development Impact Fees and an additional $9 million from the Fire Service Capacity Charge revenues, totaling $263 million by FY 2046.

Table 16. Option2 Development Impact Fees and Fire Capacity Charges by Meter Size

Meter Size	Safe Maximum Operating Flow	System Demand Factor	Development Impact Fee	Fire Service Capacity Charge
5/8" & 3/4"	30 gpm	1.0	$14,321	-
1"	50 gpm	1.7	$23,916	$1,410
1-1/2"	100 gpm	3.3	$47,689	$2,820
2"	160 gpm	5.3	$76,331	$4,513
3"	350 gpm	11.7	$143,209	$8,461
4"	600 gpm	20.0	$238,730	$14,102
6"	1250 gpm	41.7	$477,317	$28,205
8"	1800 gpm	60.0	$763,736	$45,128
10"	2300 gpm	76.7	-	$64,871
12"	4300 gpm	143.3	-	$121,281

Figure 11. Forecasted Revenues under Option 2



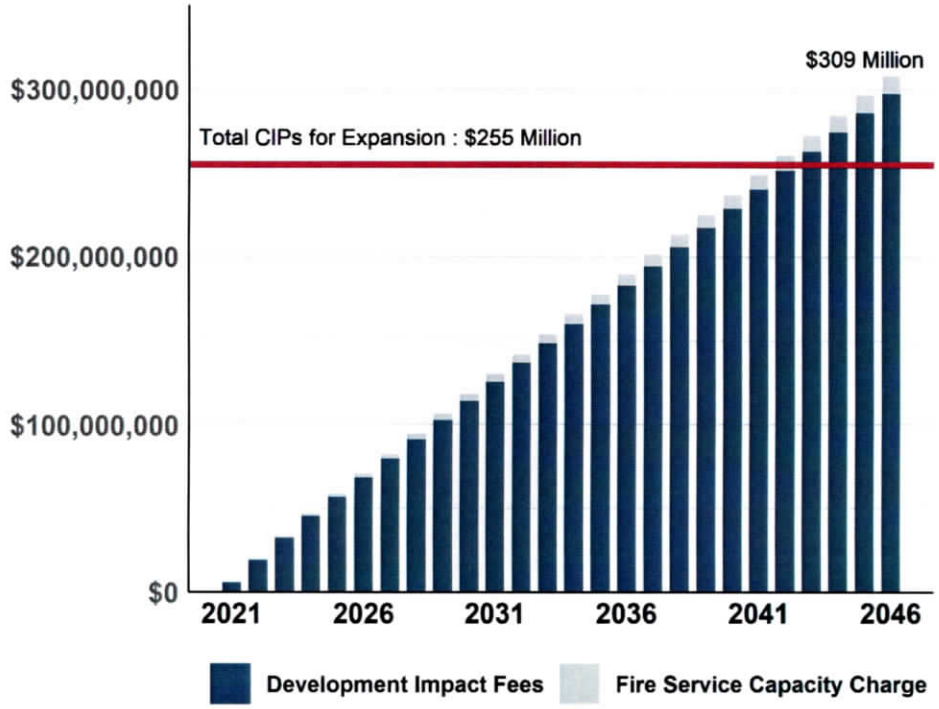
Option 3 (RCN plus Pipes)

Option 3 yields a Development Impact Fee of $16,747 per EDU and a Fire Service Capacity Charge of $1,774 per EDU. This option is expected to generate $297 million from the Development Impact Fees and another $11 million from Fire Service Capacity Charges, which totals $309 million by FY 2046.

Table 17. Option 3 Development Impact Fees and Fire Capacity Charges by Meter Size

Meter Size	Safe Maximum Operating Flow	System Demand Factor	Development Impact Fee	Fire Service Capacity Charge
5/8" & 3/4"	30 gpm	1.0	$16,747	-
1"	50 gpm	1.7	$27,968	$1,774
1-1/2"	100 gpm	3.3	$55,769	$3,549
2"	160 gpm	5.3	$89,264	$5,678
3"	350 gpm	11.7	$167,474	$10,646
4"	600 gpm	20.0	$279,179	$17,744
6"	1250 gpm	41.7	$558,191	$35,487
8"	1800 gpm	60.0	$893,139	$56,780
10"	2300 gpm	76.7	-	$81,621
12"	4300 gpm	143.3	-	$152,596

Figure 12. Option 3 Revenue Analysis



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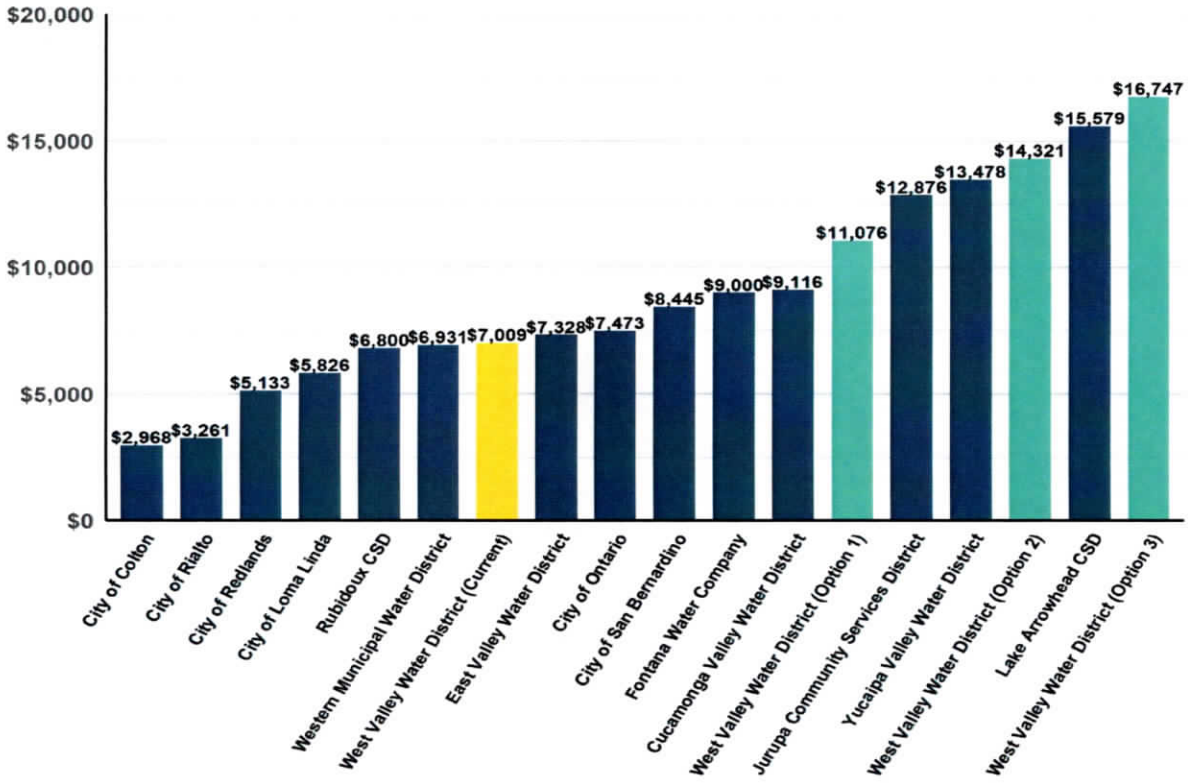
4. FEE COMPARISON SURVEY

There are significant differences in the Development Impact Fees among the neighboring communities of WVWD. Each agency has its own unique objectives and circumstances to consider and account for when setting this type of fee. For example, a system with sufficient capacity left to take on new customers for their planning period most likely will only use an approach which includes the Buy-in method when calculating the fee. The fees computed using this method is typically lower than the fees computed with the Incremental Cost method. Alternately, WVWD expects significant growth and needs to invest heavily in capital projects to accommodate its growing demand. Thus, it follows that the District must have a higher Development Impact Fee to offset the greater investment planned for future growth.

As presented in the Methodology section of this report there are many acceptable and defensible methods to compute the fee, which also contributes to the large variance among agencies. The following figure displays the current and proposed Development Impact Fees for the District compared to neighboring agencies' currently implemented fees.

Figure 13. Fee Comparison



5. FINAL RECOMMENDATIONS

The District's planned capital improvement project scheduled between FY 2021 and FY 2046 totals $255 million. Development Impact Fee revenue is restricted and must be used strictly to fund most or all expansion-related capital costs. Without sufficient funding sourced from new development, funding the District's growth through water rates could place massive burden on the current ratepayers. At the District's request, RDN produced three optional fees ranging from $11,076 to $16,955 which all conform to State guidelines. All of the proposed fees will significantly increase Development Impact Fee revenues for the District compared to the current fee of $7,009. In summary the three options presented in this report accomplish the outlined goals to varying degrees:

- Option 1:
  - Uses the replacement cost less depreciation (RCLD) methodology
  - **Accounts** for system depreciation and has the **lowest impact** on new development
  - **Does not** recover enough revenues to fund all of the expansion related CIPs, consequently current customers will need to fill the gap in revenues through rate increases
- Option 2:
  - Uses the replacement cost new (RCN) methodology which does not account for system depreciation
  - Recovers **sufficient** revenues to accommodate necessary system capacity growth through 2046
- Option 3:
  - Uses RCN method but additionally calculates the value of water pipes by using engineering estimates for total cost to replace the current mains of 14" and bigger
  - Recovers **sufficient** revenues to fund all necessary CIPs for expansion
  - Puts a **significant burden** on new development, which may hinder long-term growth

RDN recommends the District implement Option 2. This option results in a Development Impact Fee of $14,321. This option is expected to generate sufficient revenue to cover the entire CIP cost estimated for expansion, and have some additional revenue to offset some of the CIP costs for the existing assets. Additionally, using a higher fee could hinder development, which could simply move to a different location if the cost to build significantly greater than neighboring agencies.

RDN recommends that the District update the Development Impact Fee each year to keep pace with construction cost inflation. The District can apply the annual increase (or decrease) in the ENR Los Angeles CCI. Additionally, we recommend that WVWD conduct a review the fee every four to five years or when there are significant changes in the physical system, planned capital projects, pace of new development, or other major changes.

RDN

West Valley Water District

BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT

DATE: April 14, 2021

TO: Engineering, Operations and Planning Committee

FROM: Shamindra Manbahal, Interim General Manager

SUBJECT: AGREEMENT WITH METROPOLITAN WATER DISTRICT, SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, AND INLAND EMPIRE UTILITIES AGENCY FOR STATE WATER PROJECT WATER

BACKGROUND:

Well No. 54 is located at 5101 Coyote Canyon Road in Fontana and is the primary source of supply to the eastern part of the City of Fontana (Fontana). West Valley Water District (District) has approximately 1,400 service connections located within Fontana. These connections are within the Inland Empire Utilities Agency's (IEUA) service boundary in the Rialto-Colton Basin, and are outside the San Bernardino Valley Municipal Water District's (Valley District) service boundary. It is imperative that the District identifies an alternative water source within IEUA's service boundary to meet the demand for these parcels. Therefore, District staff has requested assistance from IEUA to arrange and supply imported State Water Project Water (SWP) on an as-needed basis.

District staff has worked with Metropolitan Water District (MWD), IEUA and Valley District to develop a four-party agreement utilizing Valley District existing connection on the San Gabriel Valley Devil Canyon – Azusa Pipeline to deliver untreated SPW from the MWD to the Oliver P. Roemer Water Treatment Plant for treatment before delivering to Fontana. Additionally, the agreement provides for backup/emergency water supply during unexpected equipment failures, maintenance activities, or emergency circumstances. Upon execution, this agreement is effective as of January 1, 2021 and terminates on December 31, 2035. A party may terminate this agreement by providing at least 30 days written notice to all the other parties. Attached as **Exhibit A** is the draft agreement.

DISCUSSION:

District staff and legal counsel have reviewed the draft agreement to provide SPW to the District to serve Fontana and determined that it would benefit the District by assuring availability of a backup/emergency water supply.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this item. The District will reimburse IEUA for all payments made by IEUA to MWD under this agreement. IEUA will pay MWD's rate for full

service untreated water in effect at the time of the delivery of the water to Valley District's connection for use within IEUA's service area by District customers. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jc

ATTACHMENT(S):

1. Exhibit A - Draft Agreement

EXHIBIT A

AGREEMENT TO PROVIDE ASSISTANCE TO WEST VALLEY WATER DISTRICT

This Agreement to Provide Assistance to West Valley Water District (Agreement) is entered by The Metropolitan Water District of Southern California (Metropolitan), West Valley Water District (West Valley), San Bernardino Valley Municipal Water District (Valley District), and Inland Empire Utilities Agency (IEUA), collectively the "Parties."

RECITALS

A. Metropolitan is a metropolitan water district organized under the Metropolitan Water District Act, codified at section 109-1, et seq. of West's Appendix to the California Water Code, and is engaged in developing, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Metropolitan has an existing agreement with San Gabriel Valley Municipal Water District that allows for the delivery of water through the San Gabriel Valley Devil Canyon – Azusa Pipeline, of which Valley District also has 50% of capacity right up to Riverside Avenue in the City of Rialto.

B. West Valley is a County Water District, a public agency of the State of California, providing retail water to approximately 95,000 customers. West Valley's service area overlaps five political jurisdictions: The Cities of Rialto, Fontana, Colton, and Jurupa Valley; and unincorporated areas of San Bernardino County, including the community of Bloomington.

C. Valley District is a public agency of the State of California engaged in developing, transporting, storing and wholesale delivery of water in portions of the counties of San Bernardino and Riverside. Valley District has an existing connection on the San Gabriel Valley Devil Canyon – Azusa Pipeline that can be used to deliver imported State Water Project supplies from Metropolitan to a portion of West Valley's service area that overlaps with IEUA's service area.

D. IEUA is a Municipal Water District organized and existing pursuant to Section 71000, et seq. of the California Water Code and is authorized to secure and supply wholesale supplemental imported water to the western portion of the San Bernardino County. West Valley is not a retail agency of IEUA but a portion of their service area is located within IEUA's service

area.

E. In 2018, the Parties entered into a short-term agreement to provide up to 800 acre-feet of water per year to West Valley's customers in the eastern part of the City of Fontana that overlaps IEUA's service area due to a West Valley groundwater well that was temporarily taken out of service on May 24, 2018 for service and modifications. IEUA does not have infrastructure in place to deliver water to this part of its service area. 800 acre-feet were provided to West Valley pursuant to that agreement, which expired on December 31, 2020.

F. The Parties desire to enter into this Agreement in order to provide water to West Valley's service area in the eastern part of the City of Fontana that overlaps IEUA's service area in the event of outages, emergencies, or when there is a loss of local supply.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties, covenants, and agreements contained in this Agreement and for other good and valuable consideration, the Parties hereby agree to the following terms and conditions of this Agreement.

1. Requests for Assistance. West Valley may request water deliveries during outages, emergencies, or when there is a loss of local supply. West Valley will coordinate with IEUA on the monthly amount of imported water needed from Metropolitan. After coordinating with West Valley, IEUA will request delivery of water from Metropolitan on behalf of West Valley.

2. Metropolitan Deliveries. To the extent there is sufficient unused capacity in the San Gabriel Valley Devil Canyon-Azusa Pipeline, Metropolitan will deliver the water to Valley District at Valley District's connection (Lytle Creek, Station, 1747+00) on the San Gabriel Valley Devil Canyon – Azusa Pipeline. The maximum amount of water that Metropolitan may deliver under this Agreement is 1,500 acre-feet per calendar year.

3. Valley District Deliveries. Valley District will deliver the water to West Valley and West Valley will provide the water to its customers within IEUA's service area.

4. Monthly Amounts. West Valley will coordinate with IEUA on the monthly amount of water requested. IEUA will provide to Metropolitan and Valley District the amounts

of water delivered by 3:00 p.m. on the fifth business day after the end of the month to account for the supplies. Reconciliation of water deliveries will be allowed in subsequent monthly accounting.

5. Billing and Payment. IEUA will pay Metropolitan's rate for full service untreated water in effect at the time of the delivery of the water to Valley District's connection for use within IEUA's service area by West Valley customers. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates in the same manner as deliveries made to IEUA through Metropolitan's distribution system and connections. Metropolitan will bill IEUA, and IEUA will pay Metropolitan, in accordance with the billing and payment provisions of Metropolitan's Administrative Code, as amended over time. West Valley will pay IEUA both IEUA and Metropolitan's fees, rates and charges as assessed by Metropolitan under this Agreement and in accordance with the provisions per IEUA Ordinance 104. Valley District shall have no responsibility for the cost of such water delivered to Valley District's connection for use within IEUA's service area by West Valley customers.

6. Department of Water Resources. Metropolitan will be responsible for any Department of Water Resources charges for the State Water Project supplies delivered to Valley District's connection under this Agreement.

7. Term. Upon execution, this Agreement is effective as of January 1, 2021 and terminates on December 31, 2035, unless cancelled in accordance with Section 8.

8. Cancellation. A Party may terminate this Agreement by providing at least 30 days written notice to all the other Parties.

9. Liability and Indemnification. Liability and indemnification shall be governed by section 4502 of Metropolitan's Administrative Code. Valley District and West Valley agree to the applicability of section 4502 of Metropolitan's Administrative Code in the same manner as that section applies to IEUA.

10. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns (if any). Except for such a permitted successor or assign, no other person or entity may have or acquire any right by virtue of this Agreement.

11. Ambiguities. Each Party and its counsel have participated fully in the drafting, review and revision of this Agreement. No rule of construction to the effect that ambiguities are

to be resolved against the drafting Party shall be applied in the interpretation of this Agreement or any amendments or modifications thereof.

12. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement among the Parties pertaining to the subject matter and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

[signatures on following page]

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

_____ _____
Jeffrey Kightlinger Dated
General Manager

APPROVED AS TO FORM:

_____ _____
Marcia L. Scully Dated
General Counsel

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

_____ _____
Heather Dyer Dated
General Manager

APPROVED AS TO FORM:

_____ _____
_____ Dated
_____

WEST VALLEY WATER DISTRICT

_____ _____
_____ Dated
General Manager

APPROVED AS TO FORM:

_____ _____
_____ Dated
_____

INLAND EMPIRE UTILITIES AGENCY

_____ _____
Shivaji Deshmukh Dated
General Manager

APPROVED AS TO FORM:

_____ _____
_____ Dated
_____

West Valley Water District

BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT

DATE: April 14, 2021

TO: Engineering, Operations and Planning Committee

FROM: Shamindra Manbahal, Interim General Manager

SUBJECT: AGREEMENT WITH GENERAL PUMP COMPANY, INC. FOR AS-NEEDED SERVICES FOR WELL & BOOSTER MAINTENANCE AND REPAIRS

BACKGROUND:

West Valley Water District ("District") has identified a need to secure a maintenance contract with a qualified, experienced contractor to provide maintenance and repair services for the District's wells, pumps and electric motor assemblies, on an on-call, as-needed, time-and-material basis for a period of one (1) year with two (2) additional one-year options. The firm shall be licensed (C-57) Well Drilling Contractor in the state of California.

Through this maintenance services contract, the District requires to have the firm mobilize in less than 72 hours and perform work as requested by the District. Some services may include, but are not limited to, repair, removal, installation, rehabilitation, replacement of pumps, motors, well columns, etc. and the furnishing of parts and labor in conjunction with such work.

DISCUSSION:

On March 8, 2021, a Request for Proposal ("RFP") was issued and publicly advertised on PlanetBids. Four (4) firms – General Pump Company, Inc. ("GPC"), Layne Christensen Company ("LCC"), Weber Water Resources CA LLC ("WWR") and Well Tec Services ("WTS") – submitted proposals for as-need maintenance and repair services. Attached as **Exhibit A** is the RFP for The As-Needed Services for Well & Booster Maintenance and Repairs posted on PlanetBids System.

In order to determine the best value for the District, District staff first ensured that all proposals received met the requirements in the scope of work by conducting a systematic proposal evaluation. Based on technical qualifications, overall evaluation, and results, District staff recommends that GPC provides the best value for the District needs for the As-Needed Well & Booster Maintenance and Repair Services. The evaluation criteria and results are as follows:

Evaluation Criteria	GPC	LCC	WWR	WTS
Qualifications and Experience 10%	10	10	10	9
Capability 25%	25	25	25	21
References 5%	5	5	4	5

Compliance/Completeness 10%	10	10	10	10
Budget 50%	50	40	40	40
Total Proposal Points Awarded	**100**	**90**	**89**	**85**

FISCAL IMPACT:

The cost to perform the wells and pumping equipment rehabilitation was included in the Fiscal Year 2020/21 Operating Budget and Capital Budget. All performance pursuant to this contract shall be on an "on-call" or "as-needed" basis. Any tasking shall be initiated solely by the District. Moreover, execution of a contract by the District shall not entitle the contractor to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor and the subsequent issuance of a Task Order.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jc

ATTACHMENT(S):

1. Exhibit A - RFP for As-Needed Services for Well & Booster Maintenance and Repairs
2. Exhibit B - GPC Proposal
3. Exhibit C - The Technical Proposal Score Sheet

EXHIBIT A

REQUEST FOR PROPOSALS (RFP)
AS-NEEDED SERVICES FOR WELL & BOOSTER MAINTENANCE AND REPAIRS

INVITATION

The West Valley Water District ("District") is seeking the services of a qualified, experienced contractor to provide as needed/on call Well & Booster Maintenance and Repair services for District's wells, pumps and electric motors. The selection process will be based mainly on the contractors' experience, qualifications, innovation, price, prior experience with providing this type of service, ability to supply specific materials as specified and readiness to serve.

No proposals shall be submitted after **5:00 p.m. on Monday, March 22, 2021 electronically on Planet Bids**. Late qualification documents will not be accepted.

During the RFP process, consultants shall direct all questions on Planet Bids. Responses to questions received four (4) days prior to the RFP deadline will not be available. If there is any revision to the RFP, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFP documents.

BACKGROUND

West Valley Water District ("District") is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30,000 of the Water Code) of the State of California. The District serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The District's service area includes a large amount of undeveloped land which is described in various specific plans.

The District's distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

PROJECT DESCRIPTION

This project is to provide Annual Maintenance and Repair Services for the District's wells, pumps and electric motor assemblies, on an on-call, as-needed, time-and-material basis for a period of one year. **The contractor must be a licensed (C-57) Well Drilling Contractor in the state of California.** The District expects that the total contract value not to exceed $200,000 per fiscal year. These contract(s) may be renewed for two (2) additional one-year options should the parties mutually agree. Any and all performance pursuant to these contracts shall be on an "on-call" or "as-needed" basis. Any tasking shall be initiated solely by the District. Further, execution of a contract by the District does not in any way guarantee that any tasking or request for on-call services will be issued to any party. Moreover, execution of a contract by the District shall not entitle the other party to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor.

SCHEDULE OF EVENTS

3/8/2021	Issuance of Request for Proposals
3/17/2021	Deadline for Written Questions
3/22/2021	Proposals Due by 5:00 PM
4/15/2020	District Approval of Contract (est. date)
4/19/2020	Issuance of Notice-to-Proceed (est. date)

SCOPE OF WORK

Although the District is attempting to identify the limits and services required, this should not unnecessarily limit the firm in the development of a scope it believes is necessary to meet the District's goals and objectives.

Through this Maintenance Services Contract, the District wishes to have the Well Contractor (with C-57 License) mobilize in less than 72 hours and perform work as requested by the District. The Contractor shall furnish all material, labor, equipment, and supervision to perform the maintenance and repair. The Contractor shall perform such work in a thorough and professional manner.

The contractor shall secure the well site and its equipment at all times throughout the duration of work. Some services may include, but are not limited to, repair, removal, installation, rehabilitation, replacement of well pumps, motors, well columns, base plates, lube assembly, etc., and the furnishing of parts and labor in conjunction with such work. All work and general conditions shall be performed in accordance with the current Standard Specifications for Public Works Construction and the District's Standard Drawings. The Contractor is also responsible for discharging the treated water after rehabilitation of the well into an appropriate drainage system in a manner that complies with NPDES regulations and permits.

PROPOSAL REQUIREMENTS

Although the District requires no specific format, this section is intended to provide guidelines to the firm regarding features that the District will look for and expect to be included in the proposal.

1. **Content & Format**

   The District requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. The Firms proposals shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received.

   Proposals should include the following:
   - Transmittal/offer letter signed by an individual authorized to act on behalf of the Firm.
   - Page numbering.
   - Index/Table of Contents.
   - Statement of Qualifications, Experience, and a minimum of 3 Public Agency References.
   - Brief resumes of key staff.
   - Team Organization.
   - Completion of the cost and billing schedules of current hourly billing rates for each of the specialized skills, materials, and support services, (please see Attachment "A").

2. Team Organization

The purpose of this section is to describe the organization of the project team including subcontractor and key staff. A project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the District. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the District, the project manager, key staff, and subcontractor. There also should be a brief description of the role and responsibilities of all key staff and subcontractor identified in the team organization.

3. Statement of Qualifications

The information provided in this section should describe the qualifications of the firm and key staff in performing projects within the past five years that are similar in scope and size to demonstrate competence to perform these services. The projects listed should be those that the key staff named for this project were responsible for performing. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities.
- The client's name, contact person, addresses, and telephone numbers.
- A brief description of type and extent of services provided.
- Completion dates (estimated, if not yet completed).
- Total costs of the projects.
- The Firm shall maintain an office staffed with qualified technical and field personnel.
- The Firm shall provide a list of rigs, equipment, etc., owned by the Firm and available to do this work.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

4. Fee Proposal

All Firms shall provide complete cost and billing schedules of current hourly billing rates for each of the specialized skills, materials, and support services in Attachment "B".

A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-contractor services shall be included with the fee proposal. The labor breakdown shall be complied based upon a listing of work tasks that correlates with the Firms defined scope of work for the project proposal. This information will be used by the District staff to evaluate the reasonableness of the fee proposal and may be used in negotiating the final fee

amounts for the contract agreement.
The Firms will be ranked and the District shall select the one or two top ranked Firms, at the sole discretion of the District, and enter into contracts for the on-call, as-needed services described above.

The District will negotiate the final fee with the top ranked Firm(s).

Reimbursable expenses shall not be allowed unless negotiated prior to a contract.

Price escalations during the contract term are disfavored and will not be allowed unless negotiated prior to execution of contract.

The Firm shall prepare progress billings, reflective of the project schedule and the scope of work completed, by line item and description.

GENERAL REQUIREMENTS

1. Proposals

Proposals must be submitted on blank forms prepared and furnished with this Request for Proposals, for that purpose. Contractors may obtain copies of the specifications through the District's Planet Bids (PB) electronic bidding system. Only proposals submitted in electronic format through the District's PB site will be accepted.

2. Prevailing Wages

Contractors on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Government Code Section 12900 et. seq., California Labor Code Section 177.6 and implementing regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at http://www.dir.ca.gov/oprl. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

Pursuant to Section 1740 of the California Labor Code, contractors are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

3. **Department of Industrial Relations Compliance**
West Valley Water District requires all contractors/vendors to be registered with the State of California Department of Industrial Relations (DIR). This provision applies to all public works contracts in excess of $15,000 or more. *Public Works* is defined as *"construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds."* ***All bidders or contractors must provide proof of registration with the DIR in their proposals or the bid will be rejected.***

4. **Workers Compensation Clause**

The Contractor and its Subcontractor(s) shall comply with the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code.

5. **Payment**

Payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

6. **Award and Execution**

The award of contract, if made, will be made within thirty (30) calendar days from the date of the bid opening.

The Contractor shall execute the Agreement within fifteen (15) days from the date of the Notice of Award.

The Contractor shall receive the Notice to Proceed within ten (10) days from the date of the execution of the Agreement by the District and shall commence the maintenance work 10 days from the date of the Notice to Proceed. If at any time the Contractor fails to perform the scheduled work, the District shall be notified in writing of the reason why the work was not performed and an alternate date scheduled with the District's Maintenance Supervisor. If the Contractor fails to perform the scheduled maintenance for more than thirty days, they will be notified in writing of the District's intent to terminate the contract.

The District hereby reserves the right to reject any and all proposals or to waive any irregularity. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

7. **Contractual Documents**

Contractual Documents, including specifications, may be downloaded through the

District's Planet Bids (PB) System.

EVALUATION PROCESS AND SELECTION CRITERIA

The District's evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The following criteria will be used in evaluating the proposals using a point value system (100 points) based upon the weighting indicated below:

1. Qualifications and experience of the project manager and other key individuals. (10 points)
2. Capability to perform necessary tasks, resolve problems, warranty, safety records, timeliness of repairs, and maintain a full service shop with all necessary equipment required for well rehabilitation and treatment projects. (25 points)
3. Results of reference checks. (5 points)
4. Quality of proposal including compliance with proposal requirements and ability of firm to supply correct parts. (10 points)
5. Rationality of firm's fee schedule. (50 points)

District staff will rank the responsive Firms and District staff will negotiate a contract with one or two top ranked Firms, at the sole discretion of the District. Should District staff be unable to negotiate a satisfactory contract with one or more of those Firms, the District staff will terminate negotiations and may continue the negotiation process with the next most qualified Firm in the order of their evaluation ranking until an agreement is reached with the number of Firms desired by the District.

Please refrain from making any verbal inquires and requests for a formal debriefing related to the subject RFP until the West Valley Water District completes the ongoing contract process.

ATTACHMENTS

Attachment A – Billing Schedule and Hourly Rates
Attachment B – Sample Agreement
Attachment C – Insurance and Indemnification Requirements

ATTACHMENT A

Billing Schedule and Hourly Rates

Name of Firm: _____

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

1.	**General Pump Pulling and Installation**		
	Mobilization & Demobilization	$	LS*
	Two (2) men, rig, and service truck	$	/hr
	Each additional employee	$	/hr
2.	**Well Rehabilitation**		
	Mobilization & Demobilization	$	LS*
3.	**Well Repair – Well Tear Down & Inspection**		
	Two (2) men comb. Rig service truck	$	/hr
	Rebuild Bowl (Estimated hours:_____)	$	/hr
4.	**Well Cleanout Work**		
	Cable tool method (wire brush) Two (2) men comb. Rig service truck	$	/hr
	Airlift method		
	Two (2) men, rig and service truck	$	/hr
	Air compressor charge	$	/hr
5.	**Crane: 40-ton with two (2) men**	$	/hr
6.	**Rotary Crane**		
	One (1) man and hydraulic crane – 5-ton	$	/hr
	One (1) man and hydraulic crane – 8-ton	$	/hr
	One (1) man and rotary crane – 10-ton	$	/hr
7.	**Field & Technical Services**		
	One (1) man and delivery truck	$	/hr
	One (1) man and service truck	$	/hr
	Two (2) men and service truck	$	/hr
	Two (2) men and welding truck	$	/hr
	Electrician	$	/hr
	Engineering	$	/hr
	Hydrologist	$	/hr
8.	**Shop Labor**		
	General shop labor	$	/hr
	Premium shop labor	$	/hr
	Machine shop labor	$	/hr

	Metal spray labor	$ /hr
	Welding shop labor	$ /hr
9.	**Closed Circuit Well Television with DVD copies**	$ LS*
10.	**Wire brush, Bail Well, or Swab rental**	$ /hr
11.	**NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)**	$ LS*

*LS = Lump Sum

EXHIBIT B

GENERAL PUMP COMPANY

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

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

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

Request for Proposal

As-Needed Services for Well & Booster Maintenance and Repairs 2021

March 22, 2021 @ 5:00 PM

Prepared by

Tom Nanchy
Sr. Project Manager / Project Engineer
General Pump Company, Inc.

For The

West Valley Water District

855 West Baseline Road
Rialto, CA 92376

GENERAL PUMP COMPANY

159 N. ACACIA STREET * SAN DIMAS, CA 91773
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WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

West Valley Water District
855 W. Baseline Road
Rialto, California 92377

March 22, 2021

Subject: Cover Letter: As-Needed Services for Well and Booster Maintenance and Repair

General Pump Company, Inc.(GPC) is pleased to provide our proposal for the referenced program. This cover letter is intended to provide a summation of our qualifications and clarifications associated with our proposal and capabilities for this project.

GPC has been in business for 69 years and is specifically located in San Dimas and Camarillo, California. It is now and has always been our business practice to fully comply with all applicable State and Federal Reporting requirements regarding our employee's safety, employment reporting, and customer focus. Note that GPC does not drill wells. We have a number of employees that have significant well drilling experience; however, we decided many years ago to be the premium well and pump maintenance service business and focus 100% of our experience on being the industry leader for well and pump maintenance.

In addition to the minimum requirements of the RFP, GPC maintains the highest Safety Rating for our Industry is the ONLY well and pump service company to be selected by the Oil Refineries based on our Safety Program and Ratings.

GPC has more in-house "Maintenance Contracts" associated with well and pump services than all our competition combined. Many of the Maintenance programs continue to be extended year after year because of our focused performance on efficiency of well and pumps and our in-house knowledge and experience that allows us to design specific rehabilitation or maintenance services based on a variety of conditions that may face specific issues within wells and pumps or controls. We can provide references to these facts if requested.

We have included forms and documents in this proposal that reflect our commitment to be the industry leader related to well and pumps maintenance and service.

Both of our facilities in California have in-house engineering and machining services and GPC manufactures our own pumps and equipment. We are the ONLY pump service company that disassembles all customer pumps and/or all new pumps and inspects 100% of them before they are re-assembled and installed in a system or well. Our Quality Control provides us the ability to correct issues before they are realized in the system.

GENERAL PUMP COMPANY

Additional Information:

1. General Pump Company Inc has been in the water well and pump service business since 1952. Our business focuses on the pump and well maintenance portion of the industry and we do not drill wells.

2. Several of our Project Manager also have Engineering Degrees or Professional Geologist Licenses. The Project Manager assigned to this project would be Tom Nanchy who has the required certifications for Pump Installer and OSHA Training

3. We have included a copy of our C-57 Licenses.

4. The Project Manager team assigned to this project maintains an OSHA and HAZWOPPER certificate of training and copies are provided.

5. Tom Nanchy maintains his NGWA Certification as a Certified Pump Installer and copies are provided.

6. GPC is following the State of California Cal/OSHA regulations and maintain our Illness Prevention Program

If you have any questions or need additional information, please do not hesitate to contact us.

Thank you and we look forward to continuing working with the West Valley Water District in the very near future.

Sincerely,

Tom Nanchy
Sr. Project Manager

GENERAL PUMP COMPANY, INC.

Name of Firm: General Pump Company, Inc.

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

1.	**General Pump Pulling and Installation**		
	Mobilization & Demobilization	$ 200	LS*
	Two (2) men, rig, and service truck	$ 260	/hr
	Each additional employee	$ 75	/hr
2.	**Well Rehabilitation**		
	Mobilization & Demobilization	$ 200	LS*
3.	**Well Repair – Well Tear Down & Inspection**		
	Two (2) men comb. Rig service truck	$ 260	/hr
	Rebuild Bowl (Estimated hours: 30)	$ 90	/hr
4.	**Well Cleanout Work**		
	Cable tool method (wire brush) Two (2) men comb. Rig service truck	$ 260	/hr
	Airlift method		
	Two (2) men, rig and service truck	$ 260	/hr
	Air compressor charge	$ 21	/hr
5.	**Crane: 40-ton with two (2) men**	$ 290	/hr
6.	**Rotary Crane**		
	One (1) man and hydraulic crane – 5-ton	$ 90	/hr
	One (1) man and hydraulic crane – 8-ton	$ 95	/hr
	One (1) man and rotary crane – 10-ton	$ 170	/hr
7.	**Field & Technical Services**		
	One (1) man and delivery truck	$ 50	/hr
	One (1) man and service truck	$ 140	/hr
	Two (2) men and service truck	$ 215	/hr
	Two (2) men and welding truck	$ 215	/hr
	Electrician	$ 140	/hr
	Engineering	$ 10	/hr
	Hydrologist	$ 10	/hr
8.	**Shop Labor**		
	General shop labor	$ 85	/hr
	Premium shop labor	$ 90	/hr
	Machine shop labor	$ 90	/hr

	Metal spray labor	$	60	/hr
	Welding shop labor	$	90	/hr
9.	**Closed Circuit Well Television with DVD copies**	$	1,000	LS*
10.	**Wire brush, Bail Well, or Swab rental**	$	260	/hr
11.	**NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)**	$	2,500	LS*

*LS = Lump Sum

GENERAL PUMP COMPANY

QUALIFICATIONS, EXPERIENCE, AND UNDERSTANDING OF THE PROJECT

CAPABILITIES

General Pump Company, Inc. is a Professional Well Redevelopment and Pump Equipment contractor located in San Dimas and Camarillo, California. The Engineering staff, field support and service crews, and office support staff are 100% dedicated to well evaluation and rehabilitation, and pump equipment evaluation and services.

The technical staff at General Pump Company, Inc. has worked in almost every aspect of the well and pump industries. This diverse experience provided us with unique qualifications to serve our customers and provide them with solution-oriented approaches to get their system back into operation. Our engineers and Hydrogeologist have all worked in the drilling and design segment of the water, and/or oil and gas industries, and many of our shop and support technicians have worked for major pump manufactures.

General Pump Company, Inc. employs only experienced Engineers, Hydrogeologist and Technical Field Personnel that can offer Customers assistance in the following areas:

- Assess Well Yields to Minimize Operating and Maintenance Costs
- Determine the Efficiency of Production and ASR Wells and Pumps
- Engineered Pump and Well Equipment
- Pump Facility Design and Construction / Booster Facility Design and Construction
- Pipeline Design and Construction
- Appropriate Mechanical and Chemical Redevelopment
- Periodic Monitor and Maintenance Programs
- Water Quality and Production Solutions / Well System Optimization
- Engineered Pump Suctions
- Pump and Motor Repair / Custom Pump Design and Machining
- Electrical, SCADA and Transducer Support
- Casing Repair and Swedging
- Video and Geophysical Logging Support

General Pump Company, Inc., an Engineering Service Company, is dedicated to supporting the ongoing needs of the Water Industry, and committed to providing:

- Solution-oriented engineering using problem-solving techniques by degreed Engineers with diverse well system and groundwater experience, and pump application engineers from major pump manufacturing companies.
- Full-time machine shop, staffed with experienced personnel capable of building and repairing standard and custom pump equipment and specialty products.
- Self-contained chemical trailers to include safety support and operational controls.
- Trained and certified operators for periodic monitoring and maintenance programs.
- In-house training facility and training programs for customers and our own personnel.
- Strong project and construction management for any size project.
- Instant communications with cellular radio/phones for all staff, engineering, technical, field and shop personnel, resulting in better services at a reduced risk and overall cost.
- Modern, safe and reliable equipment with the **Only Telescoping Well Rigs with Spudders** in the industry which are required for effective redevelopment of wells in pump houses.

GENERAL PUMP COMPANY

SAFETY

Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past years, General Pump Company, Inc. has had minimal loss of time for work related injuries

ANNUAL CONTRACTS

Award of an Annual Contract is a great honor and to have an Annual Contract renewed year after year is the greatest complement to a service company. It proves that the contractor has met or exceeded the customers' set goals and expectations. General Pump Company, Inc. has been selected by over 45 cities in Southern California to maintain their well and pumping systems. We have more Annual Contracts with cities than all our competitors combined. Additionally, General Pump Company, Inc. is the primary contractor or sole-source contractor for 15 private utilities and water districts. Most of these are multi-year contracts having been renewed several times over.

MACHINE SHOP CAPABILITIES

General Pump Company, Inc. is the only well and pump Service Company in Southern California that builds 100% of our bowl assemblies. This level of expertise, along with our in-house machining, allows us to supply or repair with a greater level of knowledge that your pump equipment will be reliable and efficient.

Our repair and fabrication facility maintains the most complete line of lathes, welding and associated machining tools.

General Pump Company, Inc. has an expansive repair and fabrication facility. This facility has proven to be invaluable during our 69 years of business, since many pump and motor repairs require a strong interface between machining, welding and electrical support in order to be completed. We have three major groups within our repair and fabrication facility that allow us to serve your needs in a variety of ways:

- **Fabrication and Machining:** Including lathes, milling machines, grinders, balancing machines, flame welding, gas and electric welding, heli-arc, etc. We perform welding on steel, aluminum, brass, cast iron, resurfacing, and custom work.

  We repair all types of pumps by all manufacturers in our facility up to approximately 24-inch impeller diameter for single and multi-stage Horizontal Pumps and 30-inch diameter for Vertical Turbine Pumps.

- **Assembly:** In general, the pumps we supply are designed and manufactured by General Pump Company at one of our Engineering Service Centers. Assembly of pumps assures the highest quality product, with the assurance that it is built correctly and will meet the design criteria specified.

- **Field Services:** This service has helped us establish ourselves as well and pump problem solvers since many operational problems can be traced to poor installation practices. Having the proper diagnostic equipment and knowing how to use it distinguishes us as "The Leader in Well and Pump Services".

GENERAL PUMP COMPANY

MACHINE SHOP CAPABILITIES *(Continued)*

Precision Alignment - We've invested in the latest Precision Alignment technology and have established a growing list of customers who use us for these services.

Removal, Installation, Mechanical and Startup - We perform field-testing, removal, installation and machining services to offer a turnkey pump service.

General Pump Company, Inc. can provide you with high quality workmanship to meet your water supply needs. Our highly skilled employees can also perform repairs on many types of well and booster pumps.

Pump Repair

Booster
End Suction
Horizontal Split Case
Vertical Turbine
Right-Angle Drive

Machine Shop

Shaft Manufactured: Pumps & Motors, Precision Straightening, Electrical Motors

Sleeves Made: Bronze, Mild Steel, Stainless Steel

Threads and Tapping

Impeller Rebuilding

Balancing, Trimmed Eyes & Flanges

Mechanical Seals

Re-Machine Seat, High Pressure, High High Temperature

Electric Motors

New & Overhauled, Rewound, Balanced, Custom Bases, Shaft Repaired Upgrades

EQUIPMENT AND FIELD SERVICE

General Pump Company, Inc. maintains a full service machine shop, clean and safe rigs and cranes are a minimum requirement for reliability, quality workmanship and safety.

General Pump Company, Inc. has several trucks fully loaded with essential equipment to handle many urgent repairs in the field. Our well and pump service crews are always ready and willing to assist your Water Utility with making a repair to keep your well and booster facilities running. Just let us know and we will be on the way, ready to provide you with the highest quality service available.

General Pump Company, Inc. has the newest fleet of rigs and equipment in Southern California. Maintenance and repairs are made at our San Dimas and Camarillo Facilities to make sure our field operations can safely and efficiently respond to our customer's needs. Below are the benefits to our customers.

- Reliable work - In water emergencies, it is important that this large equipment is ready to respond without breakdowns.
- Safety - Our new equipment is not likely to malfunction resulting in major damage or possible injuries.
- The most up-to-date equipment to assemble the Customers' pumps.

General Pump Company, Inc. has the only telescoping pump rigs in Southern California.

General Pump Company, Inc. has chemical treatment equipment with fully operational safety equipment that includes eyewash and shower, along with other special redevelopment tools, which allow General Pump Company, Inc. to perform the most cost-effective cleaning to your wells.

-oOo-

GENERAL PUMP COMPANY

KEY PERSONNEL

KEY PERSONNEL

MICHAEL G. BODART, PRESIDENT / DIRECTOR OF ENGINEERING

Academic Background
University of Missouri - Bachelor of Science in Civil Engineering
Post Graduate C.E. Courses in Geohydrology, University of Southern California

Certifications
1999-Byron Jackson Training Certificate
1998-Grade 1 & 2 Distribution and Treatment Certificates
1998-Engineering "A" License
1995-Dale Carnegie Course
1995-Mackay Pump Rehabilitation Certificate
1992-Golden State Pump Technical Training Certificate
1990-Completed Graduate C.E. Courses in Geohydrology at U.S.C.
1986-Layne & Bowler Pump School Certification
1986-Baroid 1-week Drilling Fluid Technology Course Certification
1985-National Water Works Correspondence Course Certification

Professional Experience
General Pump Company, Inc. - President / Director of Engineering - 1993-Present
Layne Western - Regional Engineering and Sales Manager (4 offices)
Federal Highway Administration - Civil Engineer

Professional Presentations
Michael G. Bodart (Mike Bodart) is recognized as an expert in the field of pump engineering and well rehabilitation in southern California. He has been invited to speak for numerous professional water related associations and conventions. Has been speaking professionally for more than 34 years and has presented in nationally known associations such as AWWA, Tri-State, Southern California Water Utility Association, Inland Water Works Association, Groundwater Resources Association and Central Coast Water Association. In 1992, Mike was part of a selected six-person panel of engineers who met in Kansas City to assist in training nationwide engineers in the water well pump business.

THOMAS A. NANCHY, SR. PROJECT MANAGER / PROJECT ENGINEER

2004-Byron Jackson Training Certificate
1989-Dale Carnegie Course
1992-Golden State Pump Technical Training Certificate
1986-Layne & Bowler Pump School Certification
1994-Baroid 1-week Drilling Fluid Technology Course Certification
1998-National Water Works Correspondence Course Certification
1994-Goulds Pump Course
2020-BNSF Safety Course

Professional Experience
Tom Nanchy, Sr. Project Manager, has been in the well and pump industry for over Forty (40) years. Throughout his professional career, he has been involved with hundreds of well rehabilitations and is highly regarded in the industry. His wide range of experience allows him to solve many difficult well and pump

GENERAL PUMP COMPANY

issues and provide options. He has also spoken at many professional organizations throughout California with regards to well maintenance and well rehabilitations. Tom is AWWA certified pump installer and a certified pump installer for Large Water Systems (NGWA). He is factory trained and certified by Byron Jackson and Cla-Valve. Tom also holds a certificate with the Mine Safety and Health Administration (MSHA).

WALTER "RAY" REECE JR. BSBM-BSBA, GENERAL MANAGER

Professional Experience

Combined over 40 years of experience managing businesses providing well rehabilitation, maintenance, well drilling, coring, pump manufacturing, and investigative drilling in the environmental, mining, energy and water resource industries. Earned two Bachelor of Science degrees in Business Administration and Management including a Finance focus. Identified, developed and negotiated contracts with private, public and governmental agencies to safely and successfully provide well rehabilitation technologies, pump and motor maintenance, drilling and construction services for a variety of applications. Ray has devoted time to technological transfers of information by conducting industry related seminars and guest lecturing at High Schools, Colleges, Universities, SME, AWWA, and the California Nevada American Water Works Association (Cal-NV AWWA).

FERNANDO MUNOZ. OPERATIONS MANAGER

Professional Experience

Over 40 years' experience of quality control to ensure pumps are ready for installation, scheduling and management of shop and field production crews, and day-to-day management of those Company areas.

Certifications

Grade 2 - Distribution Certificate
Grade 2 - Water Treatment Operator

JAMES M. HINSON, SR. APPLICATION ENGINEER

Professional Experience

Over 40 years' experience of pump engineering. Conducts systems analyses, defines new and/or replacement hydraulic requirements, designs to procurement of materials.

LUIS A. BUSSO, P.G., SR. PROJECT GEOLOGIST

Professional Experience

Professional groundwater work for the past 14 years encompassing field monitoring and technical report writing for siting, geologic log analysis, design, construction, pump testing, water quality sampling, and rehabilitation of municipal-supply and irrigation-supply water wells. Combining geological and industry knowledge toward well project developments on behalf of water districts, cities, farmers, and other private owners within Central and Southern

California. He currently works alongside Ray Reece, at General Pump Company's Camarillo facility to design and implement pump and well solutions for the clients in the greater Santa Barbara and Ventura Counties.

Academic Background University of California Santa Barbara – Bachelor of Science in Geologic Studies

MARK HAAS, PROJECT MANAGER

Professional Background Professional background includes 18 years' experience within the well and pump industry. His experience includes Field Service Technician, AirBurst® Operations to include R & D for Frazier Industries and Bolt, Technologies for air gun operations and functionality and Certified Crane Operator.

MICHAEL R. GARCIA, PROJECT ENGINEER

Professional Background Work alongside Project Manager to ensure progression and completion of pump projects. Review project specifications and prepare documents for engineered projects including as-built drawings and field crew instructions. Assist in project coordination and communication between field crews, vendors, and customers.

Academic Background Loyola Marymount University, Los Angeles-Master of Science in Mechanical Engr.
University of Redlands, Redlands - Bachelor of Science in Physics

DANIEL J. PICHARDO, PROJECT ENGINEER

Professional Background Coordinate with project managers, operations manager, and senior applications engineer for materials procurement for all existing projects. Communicate with vendors and customers for timely delivery. Maintain safety manuals for continued safety compliance.

Academic Background Seattle University - Bachelor of Science, Civil Engineering, Mathematics Minor

J. ALFREDO ("FREDDY") RAMIREZ, PROJECT MANAGER

Professional Background Professional background includes 23 years' experience within the well and pump industry. His experience includes designing complete pump assemblies, performing well rehabs, well destructions as well as welding. His wide range of experience allows him to have knowledge in multiple fields in the industry.

GENERAL PUMP COMPANY

TEAM ORGANIZATION

Step 1: Calls for service are taken by one of our engineers. This step is important and based on the issue may require further field inspections, testing, evaluation of data (City and GPC), and a meeting with one of our experienced engineers.

Based on our evaluation, we will submit options for the City to consider. Each option requires a discussion of ***Risk, Benefit, and Cost.*** As more information and test data becomes available, the course of action may change. Each change requires GPC's engineers to reevaluate and discuss options.

President/Director of Engineering (34 plus years' experience): General oversight of all GPC projects and project management team, and engineering.

Project Managers / Engineers (30-40 years' experience) (Outside): Meet with customers, prepare solutions and options, and evaluate system problems along with pump and well problems.

Project Managers / Engineers (5-15 years of experience) (Inside): Answer customer's technical questions, perform engineering, support outside project managers / engineers, and work closely with our field foremen, job plans and schedules.

Operation Manager (40 years of experience): General oversight of field and shop operations; includes quality control, technical assistance, and equipment allocations for projects.

Senior Pump Engineer (40 years of experience): Performs detailed engineering evaluations, pump inspections, and submits recommendations to project managers / engineers.

Professional Geologist (12 years of experience): Reviews well rehabilitation processes, down hole testing, and submits recommendations.

Field Technicians, Foremen, Electricians, Certified Welders, Certified Crane Operators, and 40-hour HAZMAT certified (10-30 years experience): Play an important role in the job planning, inspections, quality control, and solutions to the issues being discussed.

General Pump Company acquires only professional and experienced personnel to service our customers.

GENERAL PUMP COMPANY

OTHER KEY FACTS ABOUT GENERAL PUMP COMPANY

Although General Pump Company has the largest list of City Contracts, we also have close relationships with many Cities, Water Districts, and private water companies.

Seminars – General Pump Company is responsible for giving out thousands of Continuing Education Units (CEUs). General Pump Company sponsors many of these classes and is also invited speakers for many water associations. Teaching our customers how to protect their greatest capital assets (water systems) is part of our programs to help Southern California Cities become more cost effective in their water operations.

Byron Jackson (Flowserve Corp) – Byron Jackson submersible pumps have a unique design that requires a high degree of understanding. General Pump Company is one of two companies that are certified to sell and service BJ pumps and motors. This equipment must be purchased by a local dealer. BJ pumps are manufactured by Flowserve Corporation. There are no equals to the construction of these heavy duty pumps and motors. BJ pumps have been used for City water systems in the U.S. for over 100 years. General Pump has been working with these pumps for over 60 years in Southern California. The City of South Pasadena utilizes Byron Jackson pumps.

Safety - Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past seven years, General Pump Company, Inc. has had minimal loss of time for work related injuries.

Response Time - The location of a full service pump facility can play a large role in our ability to respond, but also can substantially decrease or increase the cost of a project due to the hours spent hauling equipment to and from your sites. In summary, a 20-mile further commute will typically add about 20% higher cost for all field work.

AirBurst® - AirBurst® Technology is recognized throughout the United States as being one of the most effective development tools that can be used for high capacity wells. When Frazier Industries looked to expand their process into Southern California, they decided to team up with General Pump Company. General Pump Company performs more than 98% of all AirBurst® procedures in Southern California. This process has successfully cleaned the Cities' wells for over ten (10) years.

GENERAL PUMP COMPANY

QUALITY

THE "GENERAL PUMP" WAY

- Two (2) Pump Engineering Centers to better serve the Southern California region San Dimas and Camarillo – General Pump does not drill wells, therefore 100% of our 67 years of expertise has been dedicated to well and pump rehabilitation.
- More Annual Maintenance Contracts (with renewal option) than all of our competitors combined for the Southern California region.
- Key Management Personnel as well as Qualified Technical and Support Personnel.
- Maintains a full-service machine shop, clean and safe rigs and cranes which provides for reliability, quality workmanship and safety. Also utilizes specialized equipment for chemical treatments.
- Water Flush Pumps - Various cities and water districts operate this special type of pump. General Pump engineered the pump and uses proprietary parts, which are manufactured in our San Dimas Facility.
- Certified to sell and service Byron Jackson pumps and motors in Southern California.
- Competitive prices per our Published Rate Schedule. Discounted rates for all annual contracts. Engineering services are ***included*** in our rates. All repairs include a one-year warranty for ***workmanship, material, and Engineering.***
- Performs more than 98% of all AirBurst® procedures in Southern California. AirBurst® has successfully cleaned the Cities' wells without damaging the well screens.
- Utilizes a unique Well Profiling process to help solve well problems from sanding, lost production, and water quality issues. Our goal is to evaluate issues ***prior*** to pulling pump equipment.
- Responsible for giving out thousands of Continuing Education Units (CEUs) through our seminars.
- Best safety record in the industry.

Water Well Solutions

Water Well Solutions proudly represents "AirBurst® Technology" as an innovative water well rehabilitation technology. AirBurst® is a proven, comprehensive rehabilitation and development process for all types of water wells.

Water Well Solutions continues to be a leader in the well rehabilitation field. As an original AirBurst® licensee, we assisted in the initial development of the process, and continue to pursue innovative ways to enhance the technology. Our cutting edge approach has provided our clients with hundreds of successful applications (references available upon request).

Water Well Solutions is the authorized dealer for AirBurst® throughout the Midwest.

Water Well Solutions Illinois Division, LLC.
44W158 Keslinger Rd. Elburn, IL 60119
888-769-9009 • Fax 920-474-4771

Water Well Solutions Service Group, Inc.
N87 W36051 Mapleton St.
Oconomowoc, WI 53066
888-769-9009 • Fax 920-474-4771
www.WWSSG.com
E-mail: info@WWSSG.com

Water Well Solutions

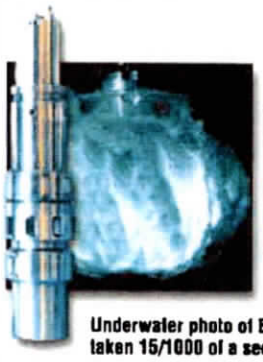
BI-PRODUCT – RESIDUALS – EXPLOSIVES **FREE**

AIRBURST®

Technology

Your Exclusive and Only Licensed *AIRBURST*® Provider in Wisconsin and Northern Illinois!

The Powerful Rehabilitation and Development Process for all Water Well Types.



Underwater photo of Bolt Air Gun taken 15/1000 of a second after firing

NO CHEMICALS
NO EXPLOSIVES
ENVIRONMENTALLY FRIENDLY

Compressed air or **inert gas** are the sources of AIRBURST® energy, providing an effective and responsible **green** alternative to other methods.

MORE BANG FOR YOUR BUCK!

AIRBURST®

AirBurst is an All-American based technology and is a one of a kind patented process that uses high pressure air or inert gas to stimulate selected zones within the formation and generates high-energy pressure pulses in the well. This energy generates acoustic waves that break up and remove mineral scales, silts, sedimentation and bio-films from the bore hole wall or well screen. With the energy being released at 15/1000 of a second after firing, it generates an air bubble that expands and collapses inside the well. This provides a intense surging action that generates a mechanical cleaning of the well as the bubble expands and collapses. As the bubble collapse, it creates a negative pressure zone in the well that pulls in mineral and biological debris dislodged during the process for easy removal with a bailer.

AIRBURST® Advantages

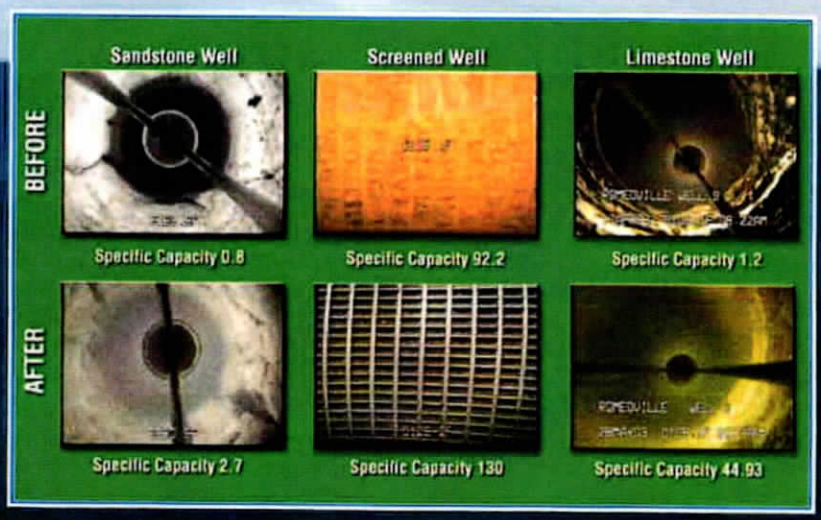
A single AirBurst® air gun has numerous interchangeable firing chambers to assure you of a tailored fit in any well of any construction. We have 7 different air guns and 22 chambers available.

ONLY AirBurst® electronically and precisely controls the air gun energy discharge to allow dislodged debris to settle before the next burst occurs. Electronic firing puts the energy control in the hands of our technician. Only AirBurst® can deliver the exact number of bursts per foot at the desired pressure and at the exact location within the well.

AirBurst® gun ports are also designed to provide maximum energy release by maximizing port area and internal throat size to the ports. The energy range we have available is 2 grains of TNT to 910 grains (2 pounds). We have the right tools for the smallest and most fragile well to the big tools needed to develop rock wall wells. Precise pressure regulation allows the AirBurst® process to develop sustainable, controlled and exactly repeatable energy discharges to create a constant energy level to be maintained as the air gun is raised in the well and the hydrostatic pressure decreases. No guess work with AirBurst®.

No One Compares to the Power of AirBurst®:

AirBurst® Model	5500LL	2800LL	1900LL&B	1500C
Chamber sizes (cu. in.)	1 – 40	20 – 120	20 – 200	500
Max Working Pressure (psi)	2,500	2,500	3,000	3,000
Pulse Frequency and Pressure	Operator Controlled	Operator Controlled	Operator Controlled	Operator Controlled
Max. Pulse Energy @ 3000psi.	27 grams TNT	68 grams TNT	109 grams TNT	273 grams TNT

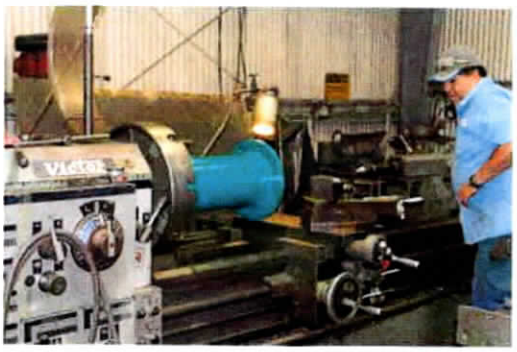


Water Well Solutions Illinois Division, LLC.
44W158 Keslinger Rd. Elburn, IL 60119
888-769-9009 • Fax 920-474-4771
Water Well Solutions Service Group, Inc.
N87 W36051 Mapleton St., Oconomowoc, WI 53066
888-769-9009 • Fax 920-474-4771
www.WWSSG.com E-mail: info@WWSSG.com

Water Well Solutions

Drill & Press

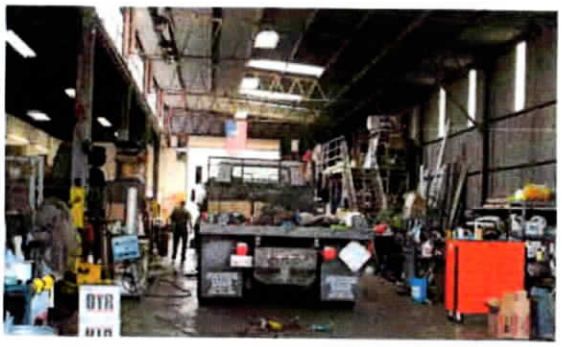
Vertical Turret Lathe Machine



General Pump manufactures most of our parts, which reduces cost, saves time, and improves quality.

A 60-year collection of spare parts. If one pump is obsolete, there is a good chance we can find what we need or make it. Customer's equipment is temporarily stored for your inspection.

We repair your shafts with special pneumatic tools.



A staff of five maintains our rigs and equipment to make sure our equipment is safe and reliable.

AirBurst® Equipment - A "Patented Process"

GPC is the only Southern California Pump Service Company to own and operate a CNC machine. Why? Higher quality parts, faster, and at a lower cost.

Welding & Fabrication Shop

Our "primary" pipe fitter/welder is a certified welder with over 30 years' experience.

Steam Cleaning

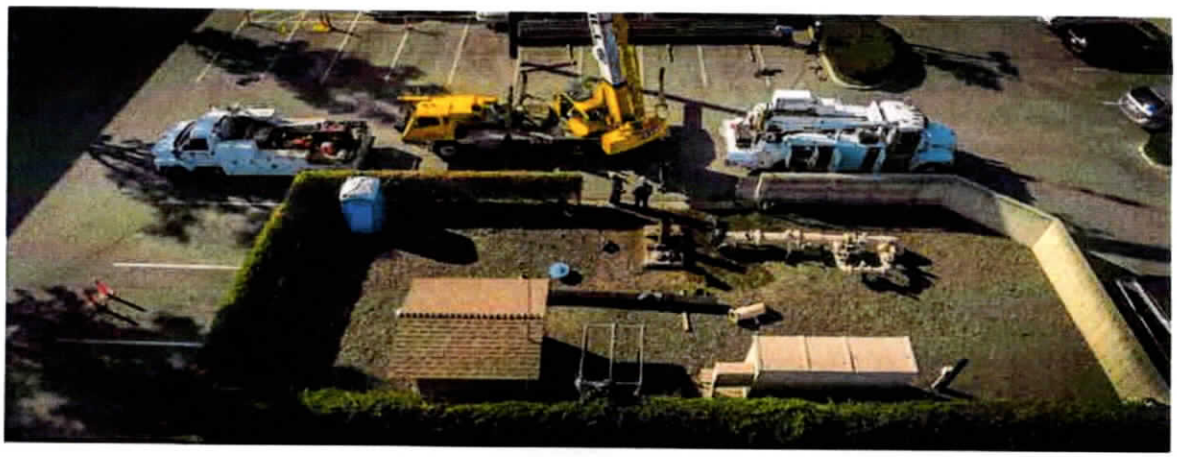
Sandblaster

Electrical

30 -Ton Truck

375 Compressor

500HP Diesel Engine



40-Ton Crane

Utility Truck

GENERAL PUMP COMPANY

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

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

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

Well Preventative Maintenance Contracts

Client References	Project	Work Description	Period	Project Cost
City of Arcadia 240 W. Huntington Drive Arcadia, CA 91066 Contact: Tom Tait Ofc: 626-256-6554	Well & Booster Preventative Maintenance	Well & Booster Preventative Maintenance	Aug. 2019- Present	$ 137,550.00
City of Glendora 116 E. Foothill Blvd. Glendora, CA 91740 Contact: Steve Patton Ofc: 626-914-8200	Well & Booster Maintenance	Well & Booster Preventative Maintenance	June 2017-December 2019	$102,000.00
City of Santa Monica 1228 South Bundy Drive Los Angeles, CA 90025 Contact: Gary Rickinick Ofc: 310-458-8411	Water Well & Pump Maintenance	Water Well & Pump Maintenance	July 2018-July 2023	$218,000.00
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well Maintenance and Repairs	Well Maintenance and Repairs	July 2018-July 2021	$1,224.160.00
City of Monterey Park 2657 N. Delta Avenue Rosemead, CA 91770 Contact: Ralph Martinez Ofc: 626-280-5552	Well & Booster Maintenance	Well & Booster Preventative Maintenance	Jan 2017. – Jan 2022	$400,000.00
	General Pump Company has more Annual Maintenance Contracts in Southern California than all our competitors combined.			

GENERAL PUMP COMPANY

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

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

Similar Well and Pump Rehab Projects

Client References	Project	Work Description	Period	Project Cost
City of Colton 160 South 10th Street Colton, CA 92324 Contact: Mike Cory Ofc: 909-370-6101	Well 31	Well Rehabilitation	Jan - April 2020	$126,324
City of Ontario 1425 South Bon View Ontario, CA 91762 Contact: Chris Bonadurer Ofc: 909-395-2696	Well 43	Well Rehabilitation	Nov 2019- April 2020	$119,560
City of South Gate 8650 California Ave South Gate, CA 90280 Contact: Ana Ananda Ofc: 323-563-9500	Well 28	Well Rehabilitation	Oct - Dec 2019	$192,120
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well 20	Well & Pump Rehab	Sept – Oct 2019	$131,000
Western Municipal WD 14205 Meridian Pkwy Riverside, CA 92518 Contact: Fakhri Manghi Ofc: 951-571-7290	Arlington Desalter Well 1	Well & Pump Rehab	Feb- June 2019	$188,807
City of Anaheim 909 East Vermont Ave Anaheim, CA 92805 Contact: Mark Adams Ofc: 714-765-4311	Well 41	Well Redevelopment; Pump Rehab	March 2018- June 2019	$164,894
Elsinore Valley WD 31315 Chaney Street Lake Elsinore, CA 92530 Contact: John Manhard Ofc: 915-674-3146	Summerly Well	Well & Pump Rehab	July 2018- June 2019	$341,882
	Additional References Available Upon Request			

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **496765** Entity CORP

Business Name GENERAL PUMP COMPANY INC

Classifications C57 C61/D21 A

Expiration Date **08/31/2022** www.cslb.ca.gov

Department of Industrial Relations
STATE OF CALIFORNIA

APPLICATION FOR
PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Renewal

Period: July 1, 2019 – June 30, 2022

Contractor Information

Contractor Name: GENERAL PUMP COMPANY, INC.

Trade Name:

License Type Number: 1000002769

Contractor Physical Address

Physical Business Country: United States of America

Physical Business Address: 159 N. ACACIA ST.

Physical Business City/ Province: SAN DIMAS

Physical Business State: CA

Physical Business Postal Code: 91773

Contractor Mailing Address

Mailing Business Country:

Mailing Business Address:

Mailing Business City/ Province:

Mailing Business State:

Mailing Business Postal Code:

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: gcampbell@genpump.com

Applicant's Email: asantacruz@genpump.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Insured by carrier

Carrier: TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY

Inception Date: June 1, 2017

Policyholder Name: GENERAL PUMP COMPANY, INC.

Expiration Date: May 30, 2018

Policy Number: PJUB-5946N79-9-16

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Allison Santa Cruz, the undersigned, am , GENERAL PUMP COMPANY, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 5/24/2019 8:51:18 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: GENERAL PUMP COMPANY, INC.

Risk Summary Report

Bureau Number: 1-34-56-34

Date Created: April 20, 2020

Risk's Primary Name and Mailing Address:

GENERAL PUMP CO INC
159 NORTH ACACIA STREET
SAN DIMAS, CA 91773-0000

Experience Modification(s) -- last 10 years:

Rating Year	X-Mod	X-Mod Status	Rerate
2020	78	Published	0
2019	55	Published	0
2018	58	Published	0
2017	59	Published	0
2016	62	Published	0
2015	63	Published	0
2014	65	Published	0
2013	64	Published	0
2012	72	Published	0
2011	70	Published	0

Classification developing the most payroll during current Experience Period

Class Code	Inspected	Description
3612	Yes	Pump/Hydraulic Apparatus Mfg/Repair

WCIRB Assigned Classification(s):

Class Code	Suffix	Inspected	Description
3612	00	Yes	Pump/Hydraulic Apparatus Mfg/Repair
3724	01	Yes	Millwright Work
8742	00	Yes	Salespersons-Outside
8810	00	Yes	Clerical Office Employees

Additional Names on current policies

GENERAL PUMP CO INC

Cal/OSHA Form 300A (Rev. 7/2007) **Appendix B**

Annual Summary of Work-Related Injuries and Illnesses

Year 20 17

CAL OSHA
Department of Industrial Relations
Division of Occupational Safety & Health

All establishments covered by CCR Title 8 Section 14300 must complete this Annual Summary, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the Cal/OSHA Form 300 in its entirety. They also have limited access to the Cal/OSHA Form 301 or its equivalent. See CCR Title 8 Section 14300.35, in Cal/OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Total number of . . .

(M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.

Establishment information

Your establishment name General Pump Company, Inc.

Street 159 N Acacia St.

City San Dimas State CA ZIP 91773

Industry description (*e.g., Manufacture of motor truck trailers*)
Water Well Services & Maintenance

Standard Industrial Classification (SIC), if known (*e.g., SIC 3715*)
1 7 8 1

Employment information (*If you don't have these figures, use the optional Worksheet to estimate.*)

Annual average number of employees 53

Total hours worked by all employees last year 119,815

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive Title Administrator

Phone (909) 599-9666 Date 01/15/18

Section 4 (27)

Year 20 1 8

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
35	172
(K)	(L)

Injury and Illness Types

Total number of . . .

	(M)		
(1) Injuries	2	(4) Poisonings	0
		(5) Hearing loss	0
(2) Skin disorders	0	(6) All other illnesses	0
(3) Respiratory conditions	0		

Establishment information

Your establishment name: General Pump Company, Inc.

Street: 159 N Acacia St

City: San Dimas State: CA ZIP: 91773

Industry description (e.g., *Manufacture of motor truck trailers*): Ware Well Services & Maintenance

Standard Industrial Classification (SIC), if known (e.g., 3715): 1 7 8 1

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): — — — — — —

Employment information (*If you don't have these figures, see the Worksheet on the back of this page to estimate.*)

Annual average number of employees: 54

Total hours worked by all employees last year: 126,732

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: Controller

Phone: (909) 599-9606 Date: 01/29/19

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Section 4 (28)

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of..
(M)

(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name GENERAL PUMP COMPANY, INC

Street 159 N ACACIA ST

City SAN DIMAS State CA Zip 91773

Industry description (e.g., Manufacture of motor truck trailers)
WATER WELL SERVICE AND MAINTENANCE

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 8 1

OR North American Industrial Classification (NAICS), if known (e.g. 336212)

Employment Information

Annual average number of employees 49

Total hours worked by all employees last year 115,605

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

GINGER R CAMPBELL
Company executive

CONTROLLER
Title

909-599-9606, EXT 100
Phone

1/31/2020
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
8	124
(K)	(L)

Injury and Illness Types

Total number of... (M)

(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment Information

Your establishment name GENERAL PUMP COMPANY, INC.

Street 199 N ACACIA ST

City SAN DIMAS State CA Zip 91773

Industry description (e.g., Manufacture of motor truck trailers)
WATER WELL SERVICE AND MAINTENANCE

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 3 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 31

Total hours worked by all employees last year 119,527

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

ALLISON SANTA CRUZ
Company executive

ADMINISTRATOR
Title

909-[illegible]
Phone

2/1/2021
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

EXHIBIT C

RFP: As-needed Pump Services

Proposer: General Pump Company, Inc.

Evaluators: Joanne Chan, Joe Schaack & Sergio Granda

Topics		Points Allowed	Points Awarded	Comments
Qualifications and Experience	**10%**			
Primary objectives addressed		0-4	4	
Forms Completed		0-3	3	
Experience/Resumes provided		0-3	3	
Total			**10**	
Capability	**25%**			
Length of Service more than 5 years		0-3	3	
Length of Service more than 10 years		0-4	4	
Current Government Contracts		0-3	3	
24 Hour Emergency		0-3	3	
Response Times		0-5	5	
Assigned Project Manager		0-4	4	
Subcontractor Work		0-3	3	
Total			**25**	
References	**5%**			
References Provided		0-2	2	
Evaluation of References		0-3	3	
Total			**5**	
Compliance/Completeness	**10%**			
Perform Necessary Tasks		0-3	3	
Warranty		0-2	2	
Timeliness of Repairs		0-3	3	
Full Service Shop with All Equipment		0-2	2	
Total			**10**	
Budget	**50%**			
Appropriate Price for Scope of Services		0-25	25	
Total Price Cost Provided for completion		0-25	25	
Total			**50**	
TOTAL PROPOSAL POINTS AWARDED:			**100**	

RFP: As-needed Pump Services

Proposer: Layne Christensen Company

Evaluators: Joanne Chan, Joe Schaack & Sergio Granda

Topics		Points Allowed	Points Awarded	Comments
Qualifications and Experience	**10%**			
Primary objectives addressed		0-4	4	
Forms Completed		0-3	3	
Experience/Resumes provided		0-3	3	
Total			**10**	
Capability	**25%**			
Length of Service more than 5 years		0-3	3	
Length of Service more than 10 years		0-4	4	
Current Government Contracts		0-3	3	
24 Hour Emergency		0-3	3	
Response Times		0-5	5	
Assigned Project Manager		0-4	4	
Subcontractor Work		0-3	3	
Total			**25**	
References	**5%**			
References Provided		0-2	2	
Evaluation of References		0-3	3	
Total			**5**	
Compliance/Completeness	**10%**			
Perform Necessary Tasks		0-3	3	
Warranty		0-2	2	
Timeliness of Repairs		0-3	3	
Full Service Shop with All Equipment		0-2	2	
Total			**10**	
Budget	**50%**			
Appropriate Price for Scope of Services		0-25	20	
Total Price Cost Provided for completion		0-25	20	
Total			**40**	
TOTAL PROPOSAL POINTS AWARDED:			**90**	

RFP: As-needed Pump Services

Proposer: Weber Water Resources CA LLC

Evaluators: Joanne Chan, Joe Schaack & Sergio Granda

Topics		Points Allowed	Points Awarded	Comments
Qualifications and Experience	**10%**			
Primary objectives addressed		0-4	4	
Forms Completed		0-3	3	
Experience/Resumes provided		0-3	3	
Total			**10**	
Capability	**25%**			
Length of Service more than 5 years		0-3	3	
Length of Service more than 10 years		0-4	4	
Current Government Contracts		0-3	3	
24 Hour Emergency		0-3	3	
Response Times		0-5	5	
Assigned Project Manager		0-4	4	
Subcontractor Work		0-3	3	
Total			**25**	
References	**5%**			
References Provided		0-2	2	
Evaluation of References		0-3	2	
Total			**4**	
Compliance/Completeness	**10%**			
Perform Necessary Tasks		0-3	3	
Warranty		0-2	2	
Timeliness of Repairs		0-3	3	
Full Service Shop with All Equipment		0-2	2	
Total			**10**	
Budget	**50%**			
Appropriate Price for Scope of Services		0-25	20	
Total Price Cost Provided for completion		0-25	20	
Total			**40**	
TOTAL PROPOSAL POINTS AWARDED:			**89**	

RFP: As-needed Pump Services

Proposer: Well Tec. Services

Evaluators: Joanne Chan, Joe Schaack & Sergio Granda

Topics		Points Allowed	Points Awarded	Comments
Qualifications and Experience	**10%**			
Primary objectives addressed		0-4	4	
Forms Completed		0-3	3	
Experience/Resumes provided		0-3	2	
Total			**9**	
Capability	**25%**			
Length of Service more than 5 years		0-3	2	
Length of Service more than 10 years		0-4	3	
Current Government Contracts		0-3	3	
24 Hour Emergency		0-3	3	
Response Times		0-5	4	
Assigned Project Manager		0-4	3	
Subcontractor Work		0-3	3	
Total			**21**	
References	**5%**			
References Provided		0-2	2	
Evaluation of References		0-3	3	
Total			**5**	
Compliance/Completeness	**10%**			
Perform Necessary Tasks		0-3	3	
Warranty		0-2	2	
Timeliness of Repairs		0-3	3	
Full Service Shop with All Equipment		0-2	2	
Total			**10**	
Budget	**50%**			
Appropriate Price for Scope of Services		0-25	20	
Total Price Cost Provided for completion		0-25	20	
Total			**40**	
TOTAL PROPOSAL POINTS AWARDED:			**85**	

West Valley Water District

BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT

DATE: April 14, 2021

TO: Engineering, Operations and Planning Committee

FROM: Shamindra Manbahal, Interim General Manager

SUBJECT: AGREEMENT WITH MIKE ROQUET CONSTRUCTION FOR AS-NEEDED SERVICES FOR PERMANENT TRENCH PAVING

BACKGROUND:

West Valley Water District serves approximately 90,000 customers and growing in the communities of Bloomington, Colton, Fontana, Rialto, parts of unincorporated areas in San Bernardino, and Jurupa Valley in Riverside County. Currently the District has approximately 609 miles of distribution piping, 3,518 fire hydrants, 10,419 system valves and 22, 919 active service connections.

District staff is involved in daily maintenance of the water distribution system, as well as all underground water infrastructure for the District. When excavation work is required to repair a leak, the excavated area or trench is then backfilled, soil compaction tested, covered with cold mix blacktop as a temporary patch and finally restored with permanent pavement by a paving contractor in conformance with the local Cities' and Counties' standards for trench work.

District staff has identified a need to secure a maintenance contract with a qualified, experienced paving contractor to provide permanent trench paving, on an on-call, as-needed basis. The firm shall be licensed (C-12) Paving & Earthwork Contractor and (A) General Engineering Contractor in the State of California.

DISCUSSION:

On February 18, 2021, a Request for Proposal ("RFP") was issued and publicly advertised on PlanetBids. Four (4) firms – Mike Roquet Construction Inc. ("MRC"), Hardy & Harper, Inc. ("HHI"), GM Sager Construction ("GMS") and Onyx Paving Company. ("OPC") – submitted proposals. Attached as **Exhibit A** is the RFP for On-Call Permanent Trench Paving. The proposed contract term is for an annual contract with two (2) one-year extension options.

Based on the information received, District staff determined Mike Roquet Construction Inc is the highest scoring proposal in conformance with the requirements of the project. The proposal received by GM Sager failed to show required Class C-12 license as required by the RFP stated on PlanetBids, thus eliminating GM Sager from further consideration. See evaluation criteria and results below:

Evaluation Criteria	MRC	HHI	OPC
Qualifications and Experience 10%	10	10	9
Capability 25%	20	17	21
References 5%	2	2	2
Compliance/Completeness 10%	6	5	5
Budget 50%	47	44	35
Total Proposal Points Awarded	**85**	**78**	**72**

FISCAL IMPACT:

The cost to perform annual permanent trench paving is included in the Fiscal Year 2020/21 Operating Budget and will be funded from project number GL Code 100-5410-540-5612 titled "Repair & Maintenance/Street Patching" with a budget of $101,083.00. All performance pursuant to this agreement shall be on an "on-call" or "as-needed" basis. Any tasking shall be initiated solely by the District. Moreover, execution of the agreement by the District shall not entitle the contractor to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:RO

ATTACHMENT(S):

1. Exhibit A - RFP
2. Exhibit B - MRC RFP
3. Exhibit C - Technical Proposal Score Sheets

EXHIBIT A

REQUEST FOR PROPOSALS (RFP)
AS-NEEDED SERVICES FOR PERMANENT TRENCH PAVING

INVITATION

The West Valley Water District ("District") is seeking the services of a qualified, experienced contractor to provide As-needed Permanent Trench Paving Work.

No proposals shall be submitted after **5:00 p.m. on Thursday, March 4, 2021 electronically on Planet Bids**. Late qualification documents will not be accepted.

During the RFP process, consultants shall direct all questions on Planet Bids. Responses to questions received four (4) days prior to the RFP deadline will not be available. If there is any revision to the RFP, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFP documents.

BACKGROUND

West Valley Water District ("District") is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30,000 of the Water Code) of the State of California. The District serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The District's service area includes a large amount of undeveloped land which is described in various specific plans.

The District's distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

PROJECT DESCRIPTION

The work to be done shall consist of furnishing all the required labor, materials, equipment, parts, implements, supplies and permits necessary for, or appurtenant to, the construction and completion of the permanent trench paving work and side walk, curb and gutter spot repairs. **The Contractor must possess a valid Class A and C-12 contractor license issued by the California Department of Consumer Affairs Contractors State License Board at the time of submitting a Proposal.**

The District wishes to award an annual contract with two (2) one-year extensions options, as such; work orders will be issued by authorized District staff periodically throughout the term of the contact. The District makes no guarantees, expressed or implied, as to the actual number of pavement repair/construction projects to be assigned during any term of the awarded contract.

SCHEDULE OF EVENTS

2/18/2021	Issuance of Request for Proposals
2/25/2021	Deadline for Written Questions
3/4/2021	Proposals Due by 5:00 PM
March/April 2021	District Approval of Contract (est. date)
April/May 2021	Issuance of Notice-to-Proceed (est. date)

SCOPE OF WORK

Although the District is attempting to identify the limits and services required, this should not unnecessarily limit the firm in the development of a scope it believes is necessary to meet the District's goals and objectives. In general terms, the contract work for this project shall consist of the following items of work:

- Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 4" Asphalt Concrete
- Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 5" Asphalt Concrete
- Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 6" Asphalt Concrete
- Cold Mill AC Pavement, 1-1/2" Depth, Construct Asphalt Concrete Pavement Overlay, 1-1/2"
- The Trench Shall be "T" Cut to 1' Outside the Trench Width onto Undisturbed Ground
- Construct Thermoplastic Pavement Markings
- Construct Paint with Glass Beads Pavement Markings
- Sidewalk Spot Repairs, Remove and Replace Within District's Service Area
- Remove and Replace Curb and Gutter with 24" min. wide Curb and Gutter Within District's Service Area

All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and standards, and local Cities' standards for trench work.

Contractor shall obtain all required permits such as encroachment, inspection, etc. with the local governing agencies.

Site protection /cleanup: Contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean.

Contractor shall restore all areas and objects that were damaged or disrupted due to construction activities to a condition as good as existing prior to construction.

Contractor is responsible for providing and maintaining traffic control at the locations of the work site. Public travel through the work shall be impeded or obstructed as little as possible.

PROPOSAL REQUIREMENTS

Although the District requires no specific format, this section is intended to provide guidelines to the firm regarding features that the District will look for and expect to be included in the proposal.

1. **Content & Format**

The District requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. The Firms proposals shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received.

Proposals must include the following:

- **Transmittal/offer letter signed by an individual authorized to act on behalf of the Firm.**
- **Page numbering.**
- **Index/Table of Contents.**
- **Statement of Qualifications, minimum (5) Years Experience, and minimum (3) Public Agency References.**
- **Brief resumes of key staff.**
- **Team Organization.**
- **Completion of the cost and billing schedules for each of the specialized skills, materials, and support services (please see Attachment "A").**

2. **Team Organization**

The purpose of this section is to describe the organization of the project team including subcontractor and key staff. A project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the District. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the District, the project manager, key staff, and subcontractor. There also should be a brief description of the role and responsibilities of all key staff and subcontractor identified in the team organization.

3. **Statement of Qualifications**

The information provided in this section should describe the qualifications of the firm and key staff in performing projects within the past five years that are similar in scope and size to demonstrate competence to perform these services. The projects listed should be those that the key staff named for this project were responsible for performing. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities.
- The client's name, contact person, addresses, and telephone numbers.
- A brief description of type and extent of services provided.
- Completion dates (estimated, if not yet completed).
- Total costs of the projects.
- The Firm shall maintain an office staffed with qualified technical and field personnel.
- The Firm shall provide a list of rigs, equipment, etc., owned by the Firm and available to do this work.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

4. **Fee Proposal**

All Firms shall provide complete cost and billing schedules for each of the specialized skills, materials, and support services in Attachment "A".

This information will be used by the District staff to evaluate the reasonableness of the fee proposal and may be used in negotiating the final fee amounts for the contract agreement.

The Firms will be ranked and the District shall select the top ranked Firms, at the sole discretion of the District, and enter into contracts for the as-needed services described above.

Reimbursable expenses shall not be allowed unless negotiated prior to a contract.

Price escalations during the contract term are disfavored and will not be allowed unless negotiated prior to execution of contract.

The Firm shall prepare progress billings, reflective of the project schedule and the scope of work completed, by line item and description.

GENERAL REQUIREMENTS

1. **Proposals**

Proposals must be submitted on blank forms prepared and furnished with this Request for Proposals, for that purpose. Contractors may obtain copies of the specifications through the District's Planet Bids (PB) electronic bidding system. Only proposals submitted in electronic format through the District's PB site will be accepted.

2. **Prevailing Wages**

Contractors on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Government Code Section 12900 et. seq., California Labor Code Section 177.6 and implementing regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of

workmen needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at http://www.dir.ca.gov/oprl. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

Pursuant to Section 1740 of the California Labor Code, contractors are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

3. **Department of Industrial Relations Compliance**
West Valley Water District requires all contractors/vendors to be registered with the State of California Department of Industrial Relations (DIR). This provision applies to all public works contracts in excess of $15,000 or more. *Public Works* is defined as *"construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds."* ***All bidders or contractors must provide proof of registration with the DIR in their proposals or the bid will be rejected.***

4. **Workers Compensation Clause**

The Contractor and its Subcontractor(s) shall comply with the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code.

5. **Payment**

Payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

6. **Award and Execution**

The award of contract, if made, will be made within thirty (30) calendar days from the date of the bid opening.

The Contractor shall execute the Agreement within fifteen (15) days from the date of the Notice of Award.

The Contractor shall receive the Notice to Proceed within ten (10) days from the date of the execution of the Agreement by the District and shall commence the maintenance work 10 days from the date of the Notice to Proceed. If at any time the Contractor fails to perform the scheduled work, the District shall be notified in writing of the reason why the work was not performed and an alternate date

scheduled with the District's Maintenance Supervisor. If the Contractor fails to perform the scheduled maintenance for more than thirty days, they will be notified in writing of the District's intent to terminate the contract.

The District hereby reserves the right to reject any and all proposals or to waive any irregularity. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

7. **Contractual Documents**

   Contractual Documents, including specifications, may be downloaded through the District's Planet Bids (PB) System.

EVALUATION PROCESS AND SELECTION CRITERIA

The District's evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The following criteria will be used in evaluating the proposals using a point value system (100 points) based upon the weighting indicated below:

1. Qualifications and experience of the project manager and other key individuals. (10 points)
2. Capability to perform necessary tasks, resolve problems, warranty, safety records, timeliness of repairs, and maintain a full service shop with all necessary equipment required for the specified projects. (25 points)
3. Results of reference checks. (5 points)
4. Quality of proposal including compliance with proposal requirements. (10 points)
5. Rationality of firm's fee schedule. (50 points)

District staff will rank the responsive Firms and District staff will negotiate a contract with one or two top ranked Firms, at the sole discretion of the District. Should District staff be unable to negotiate a satisfactory contract with one or more of those Firms, the District staff will terminate negotiations and may continue the negotiation process with the next most qualified Firm in the order of their evaluation ranking until an agreement is reached with the number of Firms desired by the District.

Please refrain from making any verbal inquires and requests for a formal debriefing related to the subject RFP until the West Valley Water District completes the ongoing contract process.

ATTACHMENTS

Attachment A – Cost and Billing Schedule

ATTACHMENT A

Billing Schedule and Hourly Rates

Name of Firm: _____

Cost and Billing Schedules

Asphalt Remove & Replace (price per square foot)

	4 Inch	6 Inch	8 Inch	Grind 1/10 Ft & Replace
Minimum: Up to 50 SF				
51-100				
101-500				
501-2,000				
2,001-15,000				
15,001-30,000				

Concrete Remove & Replace (Price Per Square Foot)

	4-inch sidewalk	6-inch sidewalk	6-inch curb & gutter
0-50 SF			
51-200 SF			
201-2000			
2,001-3,000			

6 Inch Curb & Gutter (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	
11-100	
101-500	
501-2,000	

6 Inch Asphalt Berm (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	
11-100	
101-500	
501-2,000	

Striping & Pavement Markers

	Minimum Amount 20 Linear foot or less
Thermoplastic Paint with glass beads	
Striping Paint-conventional two coats with glass beads	
Pavement Markers	

EXHIBIT B

MIKEROQUET
CONSTRUCTION INC

March 4, 2021

West Valley Water District
855 W. Baseline Road
Rialto, CA
Attn: Al Robles

I am the president of Mike Roquet Construction Inc. and I offer this package and proposal for As-needed/On-call Permanent Trench Paving 2021.

Mike Roquet
President
Mike Roquet Construction Inc.

P.O. Box 539, Highland, CA 92346 (951) 533-3797

TABLE OF CONTENTS

Company Statement of Qualifications

Mike Roquet Construction Inc. has been operating as a paving contractor specializing in utility trench paving since 2015. The company, equipment, and employees previously existed under the corporation name Roquet Paving Inc., founded in 1975.

Previous projects:

West Valley Water District
855 W. Baseline Rd., Rialto (909) 875-1804
Contact: Rudy Olguin
Project: corporate office parking lot repair. 2018
Project amount: $50,000.00
Staff member – Mike Roquet, project manager
Staff member – Ed Duran, project foreman
Staff member – Terri Tate, office manager
Staff member – Dan Fitzgerald, project estimator
Project location: 855 W. Baseline Rd., Rialto
Scope of Work: Patching, crack-filling, seal coating, and striping front and back parking lots.

West Valley Water District
855 W. Baseline Rd., Rialto (909) 875-1804
Contact: Diana Gunn
Project: Annual on-call trench patching, 2018
Project amount: $200,000.00
Staff member – Mike Roquet, project manager
Staff member – Ed Duran, project foreman
Staff member – Terri Tate, office manager
Staff member – Dan Fitzgerald, project estimator
Project location: Various locations throughout WVWD streets
Scope of Work: patch, grind, overlay, and repair asphalt streets due to utilities

West Valley Water District
855 W. Baseline Rd., Rialto (909) 875-1804
Contact: Al Robles
Project: Reinforced Concrete Material Bin construction, June 2018
Project amount: $150,000.00
Staff member – Mike Roquet, project manager
Staff member – Ed Duran, project foreman
Staff member – Terri Tate, office manager
Staff member – Dan Fitzgerald, project estimator
Project location: Linden & Vineyard, Rialto, CA
Scope of Work: Constructed reinforced concrete walls and bins for materials.

East Valley Water District:
31111 Greenspot Rd., Highland, CA (909) 889-9501
Contact: Patrick Milroy
Project: Thermoplastic striping, July 2018
Project amount: $5,000.00
Staff member – Mike Roquet, project manager
Staff member – Ed Duran, project foreman
Staff member – Terri Tate, office manager
Staff member – Dan Fitzgerald, project estimator
Project location: various streets in Highland, CA
Scope of work: Install thermoplastic striping at various locations in City streets

East Valley Water District:
31111 Greenspot Rd., Highland, CA (909) 889-9501
Contact: Dale Barlow
Project: 3rd Street Lot Grading, Scheduled for April, 2021
Project amount: $35,000.00
Staff member – Mike Roquet, project manager
Staff member – Ed Duran, project foreman
Staff member – Terri Tate, office manager
Staff member – Dan Fitzgerald, project estimator
Project location: 3rd St. & Sterling Ave., San Bernardino
Scope of work: Grade lot, install class II base, pave an approach

Riverside-Highland Water Company
Contact: Craig Gudgion
12374 Michigan St., Grand Terrace, CA (909) 825-4128
Project: Santo Antonio/Washington St. Improvements
Project amount: $163,000.00
Staff member – Mike Roquet, project manager
Staff member – Ed Duran, project foreman
Staff member – Terri Tate, office manager
Staff member – Dan Fitzgerald, project estimator
Project location: Santo Antonio Dr. & Washington St., Coltons
Scope of work: Grind/overlay streets, misc concrete items, striping

Riverside-Highland Water Company
Contact: Craig Gudgion
12374 Michigan St., Grand Terrace, CA (909) 825-4128
Project: Water tank site paving, June 2020
Project amount: $60,000.00
Staff member – Mike Roquet, project manager
Staff member – Ed Duran, project foreman
Staff member – Terri Tate, office manager
Staff member – Dan Fitzgerald, project estimator
Project location: Pico Street & Blue Mountain Court, Grand Terrace
Scope of work: removed and replaced asphalt at tank site

Riverside-Highland Water Company
Contact: Craig Gudgion
12374 Michigan St., Grand Terrace, CA (909) 825-4128
Project: Street grind & overlay, Pico St. west of Michigan St., Grand Terrace
Project amount: $35,000
Staff member – Mike Roquet, project manager
Staff member – Ed Duran, project foreman
Staff member – Terri Tate, office manager
Staff member – Dan Fitzgerald, project estimator
Project location: Pico Street, w/o Michigan St. Grand Terrace
Scope of work: 13,000 sf utility trench grind and overlay

Merlin Johnson Construction
Contact: Jake Johnson
1214 Sapphire Ave., Mentone, CA (714) 794-4772
Project: 86,000 sf Highland Ave. grind and overlay, June 2019
Project amount: $116,000.00
Staff member – Mike Roquet, project manager
Staff member – Ed Duran, project foreman
Staff member – Terri Tate, office manager
Staff member – Dan Fitzgerald, project estimator
Project location: Highland Ave., San Bernardino, CA
Scope of work: 86,000 sf utility trench grind and overlay

Merlin Johnson Construction
Contact: Jake Johnson
1214 Sapphire Ave., Mentone, CA (714) 794-4772
Project: Utility trench overlay, April 2019
Project amount: $167,000
Staff member – Mike Roquet, project manager
Staff member – Ed Duran, project foreman
Staff member – Terri Tate, office manager
Staff member – Dan Fitzgerald, project estimator
Project location: 10th St., 11th St., Maple Ave., Bloomington
Scope of work: 115,000 sf of utility trench grind and overlay

City of Grand Terrace
Contact: Craig Bradshaw
22795 Barton Rd, Grand Terrace, CA (909) 824-6623
Project: Street repair, five locations
Project amount: $6,900.00
Staff member – Mike Roquet, project manager
Staff member – Ed Duran, project foreman
Staff member – Terri Tate, office manager
Staff member – Dan Fitzgerald, project estimator
Project location: Various streets, City of Grand Terrace
Scope of work: Repair asphalt in five locations throughout city streets

KEY PERSONNEL BRIEF RESUMES:

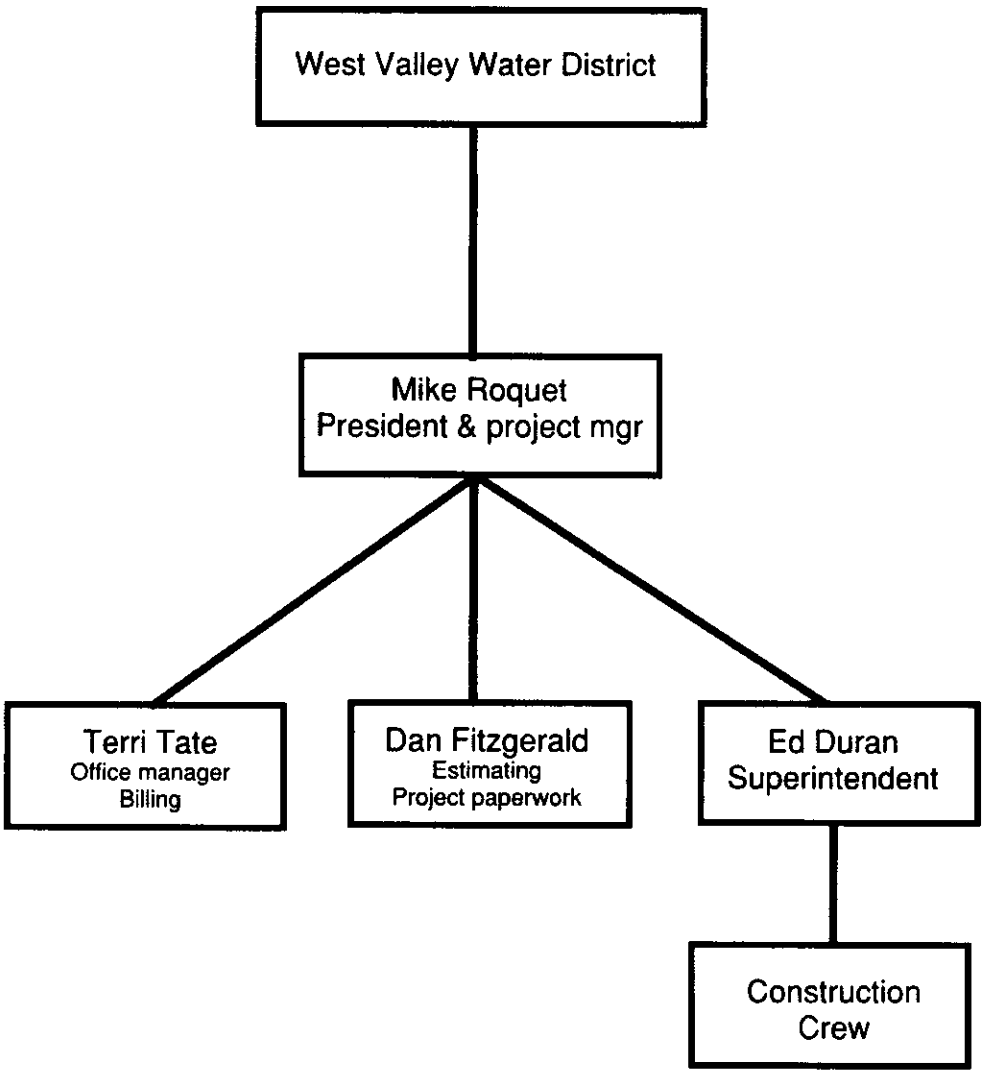
1. Mike Roquet
   2015—present: President of Mike Roquet Construction.
   1977 – 2015: Co-owner of Roquet Paving Inc.

2. Edward Duran
   2015 – present: Superintendent of Mike Roquet Const. Inc. construction crews.
   1980—2015: Foreman for Roquet Paving.
   1976 – 1980: Equipment operator/raker for Roquet Paving

3. Terri Tate
   2015 – present: Office manager, accounting, project management.
   1980 – 2015: Secretary/book-keeper at Roquet Paving Inc.

4. Dan Fitzgerald
   2015 – present – Estimator at Mike Roquet Construction.
   2012—2015: Estimator at Roquet Paving.
   1976 – 2012: Estimator for various grading and paving contractors.

ORGANIZATION CHART



ATTACHMENT A

Billing Schedule and Hourly Rates

BARE EQUIPMENT LIST:*

LeeBoy Paving Machine	$150.00 /hr
Cedar Rapids Paving Machine	159.00 /hr
3 – 5 ton Vibratory Roller	30.00 /hr
5 – 8 ton Asphalt Roller	60.00 /hr
Tack Truck (spray wand-type)	20.00 /rh
Tool Truck	20.00 /hr
Tool Truck	20.00 /hr
CAT Motor Grader	160.00 /hr
2000 Gallon Water Truck	75.00 /hr
CAT Skiploader	75.00 /hr
Skidsteer w/ grinder and broom	140.00 /hr
Small parking lot Sweeper	40.00 /hr
Hyundai Rubber Tire Loader	137.00 /hr
John Deer Loader	100.00 /hr
Asphalt Berm Machine	400.00 /day
Walk-behind saw (asphalt & concrete)	600.00 /day
Bobtail dump truck	37.50/hr
Ten-wheel dump truck	45.00 /hr
Ten-wheel dump truck	45.00 /hr
Flatbed trailer (equipment delivery)	50.00 /hr
Construction signs (various types)	400.00 /day
Arrow boards150.00 /day	

*Operator additional

Name of Firm: Mike Roquet Construction Inc.

Name of Firm: Mike Roquet Construction Inc.

Coast and Billing Schedules

Asphalt Remove & Replace (price per square foot)

	4 Inch	6 Inch	8 Inch	Grind 1/10 Ft & Replace
Minimum: Up to 50 SF	450.00	500.00	575.00	450.00
51-100	9.60	10.80	12.42	5.40
101-500	8.90	9.60	10.56	4.14
501-2,000	6.75	7.25	8.30	2.90
2,001-15,000	5.50	6.40	6.75	2.25
15,001-30,000	4.50	5.25	5.68	2.00

Concrete Remove & Replace (Price Per Square Foot)

	4-inch sidewalk	6-inch sidewalk	6-inch curb & gutter
0-50 SF	35.00	40.00	50.00
51-200 SF	25.00	30.00	40.00
201-2000	8.00	9.00	21.00
2,001-3,000	4.50	5.50	21.00

6 Inch Curb & Gutter (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	2,200.00
11-100	35.00
101-500	22.00
501-2,000	18.00

6 Inch Asphalt Berm (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	400.00
11-100	35.00
101-500	10.00
501-2,000	6.00

Striping & Pavement Markers

	Minimum Amount 20 Linear foot or less
Thermoplastic Paint with glass beads	1,932.00
Striping Paint-conventional two coats with glass beads	1,200.00
Pavement Markers	500.00

EXHIBIT C

RFP: Permanent Trench Paving

Proposer: Roquet **Evaluators: Rudy Olguin, Joanne Chan, & Al Robles**

Topics		Points Allowed	Points Awarded	Comments
Qualifications and Experience	**10%**			
Primary objectives addressed		0-4	4	
Forms Completed		0-3	3	
Experience/Resumes provided		0-3	3	
Total			**10**	
Capability	**25%**			
Length of Service more than 5 years		0-3	3	
Length of Service more than 10 years		0-4	4	
Current Government Contracts		0-3	1	None Listed
24 Hour Emergency		0-3	3	
Response Times		0-5	4	
Assigned Project Manager		0-3	3	
Subcontractor Work		0-3	2	Striping is subbed
Total			**20**	
References	**5%**			
References Provided		0-2	2	
Evaluation of References		0-3	3	
Total			**2**	
Compliance/Completeness	**10%**			
Perform Necessary Tasks		0-3	3	
Warranty		0-2	2	
Timeliness of Repairs		0-3	3	
Full Service Shop with All Equipment		0-2	1	
Total			**6**	
Budget	**50%**			
Appropriate Price for Scope of Services		0-25	22	
Total Price Cost Provided for completion		0-25	25	
Total			**47**	
TOTAL PROPOSAL POINTS AWARDED:			**85**	

RFP: Permanent Trench Paving

Proposer: Hardy Harper **Evaluator:**

Topics		Points Allowed	Points Awarded	Comments
Qualifications and Experience	**10%**			
Primary objectives addressed		0-4	4	
Forms Completed		0-3	3	
Experience/Resumes provided		0-3	3	
Total			**10**	
Capability	**25%**			
Length of Service more than 5 years		0-3	3	
Length of Service more than 10 years		0-4	4	
Current Government Contracts		0-3	3	
24 Hour Emergency		0-3	1	Was not able to repair Riverside Water Main Break after Hours
Response Times		0-5	2	Experienced Delayed Jobs, Overlooked Concrete Patches Las Colinas
Assigned Project Manager		0-3	2	
Subcontractor Work		0-3	2	Striping is subbed
Total			**17**	
References	**5%**			
References Provided		0-2	2	
Evaluation of References		0-3	3	
Total			**2**	
Compliance/Completeness	**10%**			
Perform Necessary Tasks		0-3	3	
Warranty		0-2	2	
Timeliness of Repairs		0-3	2	
Full Service Shop with All Equipment		0-2	1	
Total			**5**	
Budget	**50%**			
Appropriate Price for Scope of Services		0 -25	19	
Total Price Cost Provided for completion		0-25	25	
Total			**44**	
TOTAL PROPOSAL POINTS AWARDED:			**78**	

RFP: Permanent Trench Paving

Proposer: Onyx **Evaluator:**

Topics		Points Allowed	Points Awarded	Comments
Qualifications and Experience	**10%**			
Primary objectives addressed		0-4	4	
Forms Completed		0-3	3	
Experience/Resumes provided		0-3	2	
Total			**9**	
Capability	**25%**			
Length of Service more than 5 years		0-3	3	
Length of Service more than 10 years		0-4	4	
Current Government Contracts		0-3	3	
24 Hour Emergency		0-3	2	Based in Anaheim far from Service Area
Response Times		0-5	3	Based in Anaheim far from Service Area
Assigned Project Manager		0-3	3	
Subcontractor Work		0-3	3	
Total			**21**	
References	**5%**			
References Provided		0-2	2	
Evaluation of References		0-3	3	
Total			**2**	
Compliance/Completeness	**10%**			
Perform Necessary Tasks		0-3	3	
Warranty		0-2	2	
Timeliness of Repairs		0-3	2	Based in Anaheim far from Service Area
Full Service Shop with All Equipment		0-2	2	
Total			**5**	
Budget	**50%**			
Appropriate Price for Scope of Services		0-25	10	
Total Price Cost Provided for completion		0-25	25	
Total			**35**	
TOTAL PROPOSAL POINTS AWARDED:			**72**	

Cost Evaluation

	1st Scenario 30 SF 4" Aphalt		2nd Scenario 30 SF 6" Asphalt	
Roquet	$	450.00	$	500.00
Onyx	$	1,800.00	$	2,100.00
Hardy Harper	$	585.00	$	765.00

	1st Scenario 35 SF 4" Concrete		2nd Scenario 35 SF 6" Concrete	
Roquet	$	1,225.00	$	1,400.00
Onyx	$	2,450.00	$	2,520.00
Hardy Harper	$	1,260.00	$	1,400.00

	1st Scenario Thermoplastic at 20 LF		2nd Scenario Pavement Markers 20 LF	
Roquet	$	1,932.00	$	500.00
Onyx	$	3,000.00	$	1,000.00
Hardy Harper	$	1,980.00	$	1,650.00

Name of Firm: Mike Roquet Construction Inc.

Coast and Billing Schedules

Asphalt Remove & Replace (price per square foot)

	4 Inch	6 Inch	8 Inch	Grind 1/10 Ft & Replace
Minimum: Up to 50 SF	450.00	500.00	575.00	450.00
51-100	9.60	10.80	12.42	5.40
101-500	8.90	9.60	10.56	4.14
501-2,000	6.75	7.25	8.30	2.90
2,001-15,000	5.50	6.40	6.75	2.25
15,001-30,000	4.50	5.25	5.68	2.00

Concrete Remove & Replace (Price Per Square Foot)

	4-inch sidewalk	6-inch sidewalk	6-inch curb & gutter
0-50 SF	35.00	40.00	50.00
51-200 SF	25.00	30.00	40.00
201-2000	8.00	9.00	21.00
2,001-3,000	4.50	5.50	21.00

6 Inch Curb & Gutter (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	2,200.00
11-100	35.00
101-500	22.00
501-2,000	18.00

6 Inch Asphalt Berm (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	400.00
11-100	35.00
101-500	10.00
501-2,000	6.00

Striping & Pavement Markers

	Minimum Amount 20 Linear foot or less
Thermoplastic Paint with glass beads	1,932.00
Striping Paint-conventional two coats with glass beads	1,200.00
Pavement Markers	500.00

Hardy & Harper, Inc.

Coast and Billing Schedules

Asphalt Remove & Replace (price per square foot)

	4 inch	6 inch	8 inch	Grind 1/10 Ft & Replace
Minimum: Up to 50 SF	19.50	25.50	29.50	30.00
51-100	16.05	20.10	25.25	22.00
101-500	12.90	16.60	22.15	7.95
501-2,000	10.00	12.85	14.90	6.10
2,001-15,000	5.60	6.65	8.15	3.95
15,001-30,000	3.45	4.80	5.75	2.50

Concrete Remove & Replace (Price Per Square Foot)

	4-inch sidewalk	6-inch sidewalk	6-inch curb & gutter
0-50 SF	36.00	40.00	145.00 / LF
51-200 SF	18.50	21.00	65.00 / LF
201-2000	15.00	18.35	55.00 / LF
2,001-3,000	12.00	15.55	45.00 / LF

6 Inch Curb & Gutter (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	275.00
11-100	125.00
101-500	85.00
501-2,000	65.00

6 Inch Asphalt Berm (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	250.00
11-100	150.00
101-500	14.00
501-2,000	8.00

Striping & Pavement Markers

	Minimum Amount 20 Linear foot or less	
Thermoplastic Paint with glass beads	1,980.00	*
Striping Paint-conventional two coats with glass beads	1,650.00	*
Pavement Markers	1,650.00	*

This pricing reflects move-in minimums

ONYX

Coast and Billing Schedules

Asphalt Remove & Replace (price per square foot)

	4 Inch	6 Inch	8 Inch	Grind 1/10 Ft & Replace
Minimum: Up to 50 SF	$ 60	$ 70	$ 80	$ 60
51-100	$ 55	$ 65	$ 70	$ 45
101-500	$ 25	$ 35	$ 40	$ 15
501-2,000	$ 13	$ 18	$ 20	$ 12
2,001-15,000	$ 6	$ 8	$ 10	$ 6
15,001-30,000	$ 5	$ 6.50	$ 8.50	$ 3.50

Concrete Remove & Replace (Price Per Square Foot)

	4-inch sidewalk	6-inch sidewalk	6-inch curb & gutter
0-50 SF	$ 70	$ 72	$ 100
51-200 SF	$ 30	$ 32	$ 100
201-2000	$ 25	$ 27	$ 77
2,001-3,000	$ 15	$ 17	$ 25

6 Inch Curb & Gutter (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	$ 400
11-100	$ 350
101-500	$ 200
501-2,000	$ 100

6 Inch Asphalt Berm (New) Price per linear foot

	Unit Price
Minimum: up to 10 LF	$ 350
11-100	$ 75
101-500	$ 55
501-2,000	$ 13

Striping & Pavement Markers

	Minimum Amount 20 Linear foot or less
Thermoplastic Paint with glass beads	$ 150
Striping Paint-conventional two coats with glass beads	$ 50
Pavement Markers	$ 15

ADMINISTRATIVE PROCEDURES

West Valley Water District

APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE **CONTRACT MANAGEMENT POLICY**	EFFECTIVE DATE

SECTION I: PURPOSE

The purpose of this contracts management policy is to establish efficient and effective practices for all staff at the District to follow during the contract cycle to ensure the successful execution and implementation of contracts that will provide needed goods and services for District operations. The contract cycle consists of the purchasing process, contract award, contract term preparation, contract processing, notice to proceed, contract monitoring, and contract modification.

SECTION 2: GENERAL POLICY & OBJECTIVES

District staff must act ethically and honestly when participating in the contracts cycle. Further, District staff must provide clear communication to all internal and external parties which also participate in the contracts cycle for the effective and efficient use of District staff time when executing ang monitoring contracts. All District staff is expected to adhere to all other District policies at all times, especially when implementing the provisions of the Contracts Management Policy.

SECTION 3: AUTHORITY

Unless a contract gets approved by the Board it is not a valid contract. The General Manager will have the authority to appoint one or more designees to act on his/her behalf, as required, subject to this policy and to the establishment of proper procedure and controls governing such designees' authority.

SECTION 4: RESPONSIBILITIES

ADMINISTRATIVE PROCEDURES

West Valley Water District

APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE **CONTRACT MANAGEMENT POLICY**	EFFECTIVE DATE

A. Contracting/Division Manager or designee responsibilities include:

- Ensuring their contracts contain a clear scope of work that defines performance and deliverable requirements.
- Once a contract is executed, immediately communicate with the new contractor and confirm expectations.
    - Verify the obligations of the parties and timelines for performance
- Being familiar with all of the terms and conditions of the agreement
- Managing and documenting on-going and day-to- day contract issues and monitoring the progress of the work performed by a contractor.
- Being the contact and lead for their contract and being responsible for the timely initiation and execution of assigned contracts.
    - For each contract that is executed, participation and approval is required from the Contracting Division staff (see Exhibit A), the Department Head, General Counsel, CFO, and General Manager (as needed, based on delegation of signature authority)

B. The Purchasing Division responsibilities and objectives include:

- Providing physical custody and security over all District contractual documents.
- Ensuring consistent and compliant coordination, tracking and administration of all contract activities.
- Providing guidance and training to District contracting and program managers.

- Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves, including training of staff.
- Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
- Additional responsibilities are stated in the remaining sections within this policy.

C. The primary responsibilities of the Purchasing Supervisor regarding contracts are:

- Must sign and date the Contract Initiation Form
- The Purchasing Supervisor must verify that the contract is acceptable to the contractor and that the scope of work and budgets are acceptable.
- Maintaining appropriate records while overseeing the contract routing process and supervising Purchasing Division staff.
- Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves, including training of staff.
- Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
- Additional responsibilities are stated in the remaining sections within this policy.

ADMINISTRATIVE PROCEDURES

West Valley Water District

APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE **CONTRACT MANAGEMENT POLICY**	EFFECTIVE DATE

D. The General Manager or designee's responsibilities include

- Must sign and date the Contract Initiation Form
- Must review reports on monitored activities
- Direct and manage the preparation, designing, implementation, monitoring, and evaluation of internal control policies and procedures
- Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
- Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
- Additional responsibilities are stated in the remaining sections within this policy.

SECTION 5: CONFLICTS OF INTEREST

District staff shall carry out any roles, responsibilities and activities related to contract administration in a manner that identifies and avoids real, apparent, or potential conflicts of interest. District staff involved in contract decision making shall report in writing, any real, apparent, or potential conflicts of interest that may come to their attention during any phase of the contract administration cycle.

SECTION 6: WHEN ALLOWED TO CONTRACT

Factors to be considered in determining the need to outsource a function include:

- Work which has historically been contracted for by the District;
- The contract is for consulting work;
- Expertise and equipment included in the contract is not normally employed or purchased by the District;
- Third party objectivity and credibility are essential to the service provided.
- Day-to-day activities are managed by the contractor; and responsibility/risk is assumed by the contractor.

SECTION 7: PURCHASING PROCESS

Please refer to the District's Purchasing Policy for more information regarding the procurement cycle, including Purchasing authorization dollar limits, conflicts of interest and internal control implementation, competition requirements, RFP preparation, candidate evaluation, selection criteria and much more.

SECTION 8: CONTRACT AWARD/CONTRACT INITIATION

The Contract/Division Manager should collect and supply the expected cost for the contract and any supporting rationale. Specific costs should be known prior to submitting Contract Initiation Form (CIF) (see exhibit A) to the Purchasing Division.

Once the final contract has been prepared by legal counsel, the Contract Initiation form (CIF) (see Exhibit A) shall be routed for approvals with the contract and any necessary supporting documentation. The CIF must be signed and dated by the Purchasing Supervisor or designee, CFO, Department Head or designee, General Counsel, and General Manager. If the contract exceeds $25,000, the CIF must also

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be signed by the Board President.

Please note that the Contract Initiation Form states that "By signing this form, you are certifying that this contract packet and its contents meet with your approval." All signers must ensure that they have examined the contents thoroughly prior to signing the packet.

SECTION 9: EVALUATING CONTRACT RISKS

The Purchasing Division shall identify contracts that require enhanced contract monitoring or the immediate attention of Contracting Division staff.

The Purchasing Division and the Contracting Division must collaborate to evaluate key elements of risk that may occur on a contract. The risk considered shall include the following:

a. Contract Cost Revisions
b. Contract Duration Limitations
c. Transaction and Data Volume
d. Monitoring and Quality Assurance
e. Vendor Control Activities and Data Quality
f. Communication and Customer Service
g. Complexity of Vendor Operations and Processes
h. Complexity of Contract Scope or Deliverables
i. Close Out
j. Extent of Government Regulations

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k. Vendor Cooperation with Audits

l. Potential for Public Disclosure

m. Vendor Experience and Past Performance

n. Physical and System Security

o. Data Security

p. Business Continuity/Disaster Recovery

q. Training

r. Financial Assurance and Credit Worthiness

s. Fraud, Waste and Abuse

t. Other

Enhanced Monitoring Reporting – Contract monitoring activities must be documented and reported to the GM or designee on a quarterly basis, which will be coordinated and presented by Contracting Division staff, with support from individual Purchasing Supervisors or designees.

Additionally, for vendors that perform on-going operational work, it shall be the decision of the CFO or designee to obtain a SOC Report from the vendor. SOC stands for "System and Organization Controls". A SOC Report (System and Organization Controls Report) is a report on Controls at a Service Organization which are relevant to user entities' internal control over financial reporting.

A SOC 2 report is designed to provide assurances about the effectiveness of controls in place at a service organization that are relevant to the security, availability, or processing integrity of the system used to process clients' information, or the confidentiality or privacy of that information.

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Companies that use cloud service providers, for example, use SOC 2 reports to assess and address the risks associated with third party technology services. These reports are issued by independent third-party auditors.

SECTION 10: CONTRACT PROCESSING

A contract routing package/folder is prepared by Purchasing Division staff. A draft contract is prepared by a contacting Department Head or designee, typically using a boiler plate template developed in conjunction with the District's legal Counsel.

- A copy of the District agenda item is included with the routing package (as needed).
- A memorandum or email is prepared to transmit the draft contract package to the Purchasing Supervisor. The memo/email should include relevant information about the contract and any necessary instructions and deadline requirements for the review of the package/folder.
- The Purchasing Supervisor must verify that the contract is acceptable to the contractor and that the scope of work and budgets are acceptable to both parties prior to Purchasing Division staff routing the final contract package. An electronic copy of the draft contract will be provided to the Contact/Division Manager to assist with any negotiations.
- At the time that the final contract package is prepared, the Purchasing Division staff shall determine if any information has not been received. It is the responsibility of the Purchasing Supervisor (with the assistance of Purchasing Division staff) to ensure that all documents, budgets, etc. have been included.

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A. SUBCONTRACTOR TERMS

The District requires the review and confirmation of subcontracts as part of its routine contracting practices. Contracting Division staff will maintain provisions for the review of subcontracts and will assign staff to manage and monitor this process.

This review is limited to confirming that the subcontract is consistent with the District prime contract requirements

The following steps are taken in the successful review and approval of subcontracts:

1. The Purchasing Supervisor is responsible for ensuring that contractors provide the District with a copy of every subcontract agreement. Subcontracts should be submitted to the District in a timely manner for review and written approval prior to execution by the contractor and the subcontractor.
2. Each subcontract must be consistent with the terms of the prime contract between the District and the contractor and include provisions that require subcontractor compliance with District rules as specified.
3. Each subcontract should include a scope of work, task and expense budgets, and a work schedule that are consistent with the prime contract between the District and the contractor. It is important to make the contractor aware that the terms of the District's prime contract with the contractor take precedence over all subcontracts.
4. The Purchasing Supervisor or designee should contact the contractor in the early stages of the project to clarify the District subcontract requirements and should review each subcontract for compliance with all portions of the

District's contract.

5. If there are any deficiencies in the subcontract, Purchasing Supervisor or designee shall draft a letter to the contractor detailing these deficiencies.

B. CONTRACT ROUTING PACKET

The Purchasing Supervisor or designee should provide any additional information and assistance required by Purchasing Division in the final preparation of the contract and associated materials. The Purchasing Supervisor or designee should review the contract and any related materials to ensure the information is correct. The related materials may include:

a. An information packet,

b. Two (or more) original District contracts for execution,

c. A contract initiation form

d. A coordination memo which transmits the appropriate number of copies of the contract through internal staff reviewers to the GM or Board President for approval and signature, and,

e. A letter from the District transmitting the copies of the contract to the contractor for signature, and

f. A copy of the District agenda item (where applicable)

The Purchasing Division is responsible for putting the contract routing package/folder together for the Purchasing Supervisor or designee. The package will include the grant application (if applicable), an executable contract, a CIF, routing memorandum, a transmission letter to the contractor, a copy of the District

agenda item (if applicable) which includes the deadline for execution of contract and any special conditions, and any other related documentation deemed necessary by the Purchasing Division.

C. ROUTING CHECKLIST

Final contract packets are routed through the following: Purchasing Supervisor or designee, Legal Counsel, CFO, the GM and Board President (where needed). Once the routing is complete and approved, the packet is returned to Purchasing Division for distribution, scanning and system updates.

Purchasing Supervisor or designees

When routing a contract or amendment for approvals at the District, the Purchasing Supervisor or designee should ensure the following criteria (at a minimum) have been met.

- Transmission letter and memorandum review:
  - Verify documents properly addressed and dated
  - Verify contract/grant numbers
  - Verify letter is from proper Department Head
- Contract Initiation Form
  - Verify start and end dates are correct
  - Verify contract numbers
  - Verify budgets
- Contract/Grant Documents
  - Verify contract numbering

- Verify Contractor names
- Verify any Task and Expense Budgets
- Verify standard provisions - included but not limited to:
  - Termination clauses
  - Contact information
  - Scope of work
  - Reporting requirements
  - Deliverable requirements (*including number required*)
- Verify sufficient time is given for reports and deliverables
- Verify appropriate number of copies
- Signatories and titles accurate

CFO Review

When routing a contract or amendment for approvals at the District, the CFO shall ensure the following criteria (at a minimum) have been met:

- Contract Initiation Form
  - Verify start and end dates are correct
  - Verify contract numbers
  - Verify budgets
  - Fiscal Year

- Receivable contract relationships (where applicable)

- Contract/Grant Documents
  - Payment Terms
  - Task and Expense Budgets reviewed and calculated
  - Terms for Travel and other Expenses
  - Whether SOC reports shall be obtained from the Vendor

District Legal Counsel

When routing a contract or amendment for approvals at the District, the contract attorney should ensure the following criteria have been met

- Contract/Grant Documents
  - Accurate contract numbering
  - Party/Contractor names verified
  - Terms and Conditions
  - Standard provisions are included and properly referenced –contact information for both parties, review for:
    - Termination clauses
    - Ownership (if needed)
    - Severance
    - Force majeure
  - Verification of any required state and federal clauses

- Signatories and titles accurate

Executive Management

The GM and/or Board President when applicable are encouraged to thoroughly review each contract or amendment that is presented for review and execution. It is expected that the executive reviewer will rely considerably upon the certification and signatures of subordinate staff as guidance to the acceptability of the contract or amendment.

D. CIRCULATING CONTRACT FOR SIGNATURES

1. After the contract originals are sent to the contractor for signature, the Purchasing Supervisor or designee may follow-up by contacting the contractor to ensure that the contractor signs and dates all copies of the contract.
2. After the contractor has executed (signed and dated) and returned the original contracts to Purchasing Division or the Contracting Division, the documents are routed to the GM for final execution by the District. Upon execution, one executed original will be returned to the contractor.

E. DISTRICT STAFF RESPONSIBILITIES BEFORE DISTRICT BOARD MEETING

- After the contract originals are sent to the contractor for signature, the Purchasing Supervisor or designee may follow-up by contacting the contractor to ensure that the contractor signs and dates all copies of the contract and provides evidence of local matching funds, if not already

provided. Where applicable, the contractor must execute the contract originals and provide sufficient evidence of local matching funds (if applicable) before the deadline specified at District approval of the application.

- After the contractor has executed (signed and dated) and returned the original contracts to the Purchasing Division, the documents are routed to the GM or the Board President for final execution by the District. For all District initiated contracts, the District will sign last. Upon execution, one executed original will be returned to the contractor.

F. DISTRICT APPROVAL

Where applicable, if the contract is not executed prior to any District affirmed deadline, the contractor must request and receive a District approved extension to the deadline, or the contract cannot be executed.

Approved packets require certification and signature on the routing sheet and the contract initiation form. The packet should then be delivered to the next reviewer as indicated on the routing sheet on the cover of the folder. This applies to all contract reviewers.

G. REQUESTING BUDGET AMENDMENT WITH DISTRICT APPROVAL OF CONTRACT

All budgets must be approved during the annual Budget process or through mid-year budget requests made by the CFO. If the completion of a contract requires a budget amendment, then the Purchasing Supervisor, Contracting Division

Manager or designee must follow the mid-year budget request process outlined in the Budget policy.

H. EXECUTING THE CONTRACT

The following steps are taken in the preparation, routing, and execution of a contract amendment:

1. A contract amendment request can be initiated by the Purchasing Supervisor or designee or by the District's contractor. If a formal contract amendment is required, the Purchasing Supervisor or designee should require that the contractor submit a written request (or written acknowledgement if initiated by the District) for the amendment, with justification for the proposed revision. The Purchasing Supervisor or designee should review the revised budget or schedule and justification to ensure that the revisions are necessary and will still allow the approved contract scope of work to be performed.
2. If the requested revisions from the contractor are not satisfactory, the Purchasing Supervisor or designee should notify the contractor in writing and identify any problems or deficiencies.
3. Once a satisfactory request is provided to the District, the Purchasing Supervisor or designee should deliver the written request for the amendment to Contracting Division along with any other relevant documentation to support the request. The Purchasing Supervisor or designee should be prepared to provide additional information to assist with final preparation of the contract amendment as needed by Contracting Division staff.
4. Once a draft amendment is completed by Purchasing Division staff or by the Purchasing Supervisor or designee, the Purchasing Supervisor or designee

should review the amendment (routing package) to ensure the information is correct. The materials will include two (or more if multiple contractors/signatories) original District contract amendment copies for execution, a contract initiation form and a coordination memo outlining the changes that are being requested. The packet will be routed through the Purchasing Supervisor or designee, CFO, Legal, GM, and Board (as needed) for approval and signature. A letter transmitting the copies of the amendment to the contractor for signature is also included.

5. After the GM or Board has approved the contract amendment package, Contract Division staff will provide the Purchasing Supervisor or designee with a copy of the memo, transmittal letter and amendment. Once the amendment has been fully executed, the following distribution will be followed:
   - Original contract amendment and copy of contract initiation form goes to official file (fireproof cabinet)
   - Copy of amendment and all other routing package information goes to the official contract working files
   - Notification of the amendment to the Purchasing Supervisor or designee
   - Original contract initiation form routed to Contracting Division staff. An electronic copy of the executed amendment package is placed in the Contract tracking system, if applicable.

I. RECORDING/SAFE-KEEPING OF THE CONTRACT

A hard copy of the executed contract and a copy of the Contract Initiation Form should be filed in the Contract Working Files that are maintained by Purchasing Division. The executed contract with original signatures shall be filed in the Official Contract File which is located in fire-proof, lockable cabinets. Copies of the

transmittal letter, and executed contracts are scanned and maintained in the contract management/tracking system. The Purchasing Supervisor or designee is notified of the execution and the original CIF is provided to Contracting Division staff for their records. Unless a contract gets approved by the Board it is not a valid contract

* Please note that in some instances, contracts with the Federal Government are executed with electronic signatures.

In those instances, a hard copy of the award document and any associated correspondence will be included in the Contract Working Files and the Official Contract File.

After the contract has been executed and distributed, the contract tracking system is updated with agreement details. Further, the Purchasing Supervisor or designee must provide agreement expiration dates to the A/P division and Purchasing Agent to ensure that payments do not get made on expired agreements.

SECTION 11: CONTRACT AND VENDOR MONITORING

Please note that Memorandums of Understanding are exclusively reserved for consideration and execution by the Board. Unless- such a contract gets approved by the Board it is not a valid contract.

A. For contracts with a value that exceeds $1 million, regular reporting must be provided to the Board that includes information on:

   a. Compliance with financial provisions and delivery schedules under the contract;

   b. Corrective action plans required under the contract and the status of any

active corrective action plan; and

c. Any liquidated damages assessed or collected under the contract.

B. For contracts with a value that exceeds $5 million, the Purchasing Agent and the Contracting Department Head must:

a. Verify in writing that the solicitation and purchasing methods and contractor selection process comply with state law and agency policy; and

b. Submit to the Board information on any potential issue that may arise in the solicitation, purchasing, or contractor selection process.

Additionally, for vendors that perform on-going operational work, it shall be the decision of the CFO or designee to obtain a SOC Report from the vendor. If a SOC Report is obtained from the vendor, then a request must be made by the Contracting Division Manager for more up-to-date SOC Reports annually. Please see Section 9 for more information about SOC Reports

SECTION 12: CONTRACT MODIFICATIONS

The General Manager may extend the term of a District agreement so long as the Contract has not expired and there are no other material changes to the agreement, such as scope of work, consideration, method of payment, insurance, and indemnity requirements. This provision applies to time extensions only. Unless a contract gets approved by the Board it is not a valid contract.

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SECTION 13: PAYMENT HOLDS

1. If an invoice is received while a contract amendment is pending execution, the contractor shall be notified by the Contracting Division that the payment will be denied. The contractor will need to re-submit the invoice after the approval of the contract amendment.
2. If an invoice is received where approval of a subcontractor agreement or internal budget memorandum are pending, the payment can be placed "on hold" for up to eight calendar days. If the agreement and/or memorandum are not approved by the District within the 8 days, the District shall deduct any expenses associated with the budget memorandum and/or affected subcontractor and will pay the remaining balance.

SECTION 14: RETENTION PAYABLE

The Purchasing Supervisor or designee should verify that their contract status is changed to Retainage Pending, as appropriate. The Contracting Division's staff shall initiate the retention payment as appropriate by completing a Request for Payment Form as found in the A/P policy (see Exhibit G).

SECTION 15: CONTRACT DELIVERABLES

Some District contracts have deliverables in the form of planning, engineering and scientific reports. These contracts require contractors to produce an initial draft report to be followed by a final report. The Purchasing Division has assigned Engineering and/or Operation managers who are responsible for various tasks in the review and approval process of draft reports.

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To ensure that the District gets deliverables of the highest caliber and that each step of the draft report review and approval process is properly handled, the following steps shall be taken in the successful review and approval of draft reports:

a. The Purchasing Supervisor or designee shall transmit copies of any reviewer comments and prepare a transmission letter to the contractor . It is important that the Purchasing Supervisor or designee review the comments for appropriateness before including them in the attachment. A reminder to the contractor to mail the Final Report to the Purchasing Supervisor or designee will be included in the letter.

b. The letter transmitting review comments and suggested revisions to the final report will be routed through the Purchasing Supervisor or designee, Department Head, and the GM, if applicable. Copies of each reviewer's actual comments will be attached to the letter as it is being routed for approval and signature. Only the edited comments will be mailed with the review letter and not each individual reviewer's comments (if applicable or in the best interest of the District).

c. Copies of all draft report related memos and letters are to be given to the Purchasing Supervisor or designee and copies should be filed in the Purchasing Division's contract working files. Purchasing Division staff will place the routing file in a "Final Reports Pending" queue until the Final Report is received

d. If the Final Report is satisfactory, the Purchasing Supervisor or designee will notify Purchasing Division staff by email. A letter will be prepared for signature by the Department Head and/or GM, to notify the contractor that the Final Report is acceptable and in conformance with the terms of the

contract. The letter will also note that the contractor may request payment of retainage that may have been held on the contract.

e. An electronic version of the report shall be supplied by the contractor to the District. Any CDs or other media containing scientific data apart from the Final Report that are submitted to the District by the Contractor will be maintained in binders and made available to District staff as needed.

f. The Purchasing Supervisor or designee shall verify that the contract status is changed to Retainage Pending, as appropriate.

SECTION 16: CONTRACT CLOSE-OUT

The District Purchasing Division shall retain records of each contract entered into and all solicitation documents related to the contract through the seventh anniversary of the date:

- The contracts are completed or expires; or
- All issues that arise from any litigation claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved.

Procedure

1. Purchasing Division staff will obtain from the assigned Contracting Division Manager or designee a written confirmation that the contract is complete and that all deliverables and payment requirements have been satisfactorily completed.

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2. All physical file documentation for the contract will be collected for archives and storage and the contract status in the Contract tracking software (if applicable) will be updated to 'complete' status.
3. Contract documentation will be retained in accordance with the District's Records Retention Schedule.
4. Unless a contract gets approved by the Board it is not a valid contract

CONTRACT INITIATION FORM

TYPE OF CONTRACT

☐ PSA ☐ LEASE
☐ PURCHASE ☐ EASEMENT
☐ LICENSE ☐ CONSTRUCTION
☐ MOU ☐ DEED

ROUTING AND APPROVAL

Original Contract/ Agreement Amount: _____ Estimated Start Date: _____

Current Contract/ Agreement Amount (includes previous supplements): _____

Proposed Increase: _____ Board Approval Date: _____

New Contract Total: _____ Estimated Completion Date: _____

Return Contract to: _____

TIMELINE OF CRITICAL DATES
Request for Proposal (RFP)

Release of RFP	
Mandatory Pre-Proposal Meeting	
Deadline for Question Submittal via Planet Bids	
RFP submittal DUE	
Selection Committee Review Period/Interviews	
Award Date	
Submittal Deadline	

REQUESTING DEPARTMENT

Department Name		Room/Building	

CONTRACT INITIATION FORM

Contact Person		Telephone	
E-Mail Address			

CONTRACTOR INFORMATION

Contractor Name		Telephone	
Contact Person			
Address			
Email Address			

CONTRACTOR DESCRIPTION

Purpose of Contract:	
Requisition Number:	(Required for expenditure contract)
Is this a "Sole Source" contract?	O N/A (contract <$10k) O No O Yes If yes, justification must be provided
Will any data be released as a result of this contract?	O No O Yes (If yes, appropriate IT approval required in "Contract Routing and Approvals" section below.)
Will any district information be released as result of the contract?	O No O Yes

CONTRACT INITIATION FORM

What other customers are affected by this contract?	
Specify the individual in your department (Contract Monitor) responsible for ensuring receipt of goods/services contracted for under this agreement:	
Frequency of monitoring (quarterly, semi- annually, annually, etc.):	

I certify that I have read the attached contract/agreement and that the requesting department shall comply with all its requirements and have notified any other departments affected by this contract/agreement. I recognize that while the Purchasing Division, Finance Department, IT, or the Office of Legal Counsel may analyze the contract from a legal or policy perspective, it is the requesting department's responsibility to (a) ensure the specifications are sufficient and/or practical for department need; (b) funds are available; (c) monitor compliance, expiration, and payment

Signature	Date

Requesting Department:	Department Contact/ Contact Monitor	Date
Approved By:	CFO	Date
Approved By:	GM	Date
Approved By:	Board President	Date

CONTRACT ROUTING AND APPROVALS

CONTRACT INITIATION FORM

Type of Contract (Select One)	*Routing Sequence*	*Approvals*	*Date*
A. Standard Contracts and Vendor-Generated Contracts ☐ IT Products (Computer Hardware, Software, IT services, Cloud Environments, etc.) ☐ Services (Banking, Dining, Equipment Maintenance, etc.) ☐ Continuing Education ☐ Dual Service ☐ Facilities Use ☐ Personal, Professional, Consultation Services	1. Purchasing Division 2. Legal Counsel (if applicable) 3. Finance Department (if applicable) 4. IT Department (hardware or Software	_____ _____ _____ _____	_____ _____ _____ _____
B. Specific Non-Standard Contracts ☐ Partnership ☐ Real Property Lease	1. CFO 2. Legal Counsel (if applicable)	_____ _____	_____ _____
C. All other Non-standard Contracts ☐ _____ ☐ _____	1. CFO 2. IT Department (Hardware or Software)	_____ _____ _____	_____ _____ _____

For Office Use Only: Contract Number_____Purchase Order Number_____

West Valley Water District

BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT

DATE: April 14, 2021

TO: Engineering, Operations and Planning Committee

FROM: Shamindra Manbahal, Interim General Manager

SUBJECT: WATER INFRASTRUCTURE & TECHNOLOGY IMPROVEMENT PLAN

DISCUSSION:

In mid-February, administrative, operations, distribution, engineering and human resources staff collaborated on district wide infrastructure & technology improvements that will immediately enhance our water delivery and technology systems. During these collaborative meetings, recommendations were presented that are beneficial, will improve operations and enhance workflow district wide and for our customers. Executive management selected seven priorities that will aid with the summer season and will ensure safe condition for employees and the public. Attached is an outline of Seven Priorities that we can start immediately to aid with summer season. Listed below are projects specific to each department:

Priority 1 – Buster Pumps (4) – Treatment
Priority 2 - Well 18A Blending Program – Production
Priority 3 – Hydro Excavation Vac Truck – Distribution
Priority 4 – Water Quality Specialist – Water Quality
Priority 5 – UV Light Disinfecting System – Human Resources
Priority 6 – Reservoir Roof Replacement - Production
Priority 7 – Advanced Metering Infrastructure (AMI) – Meters

Staff also provided explanations to justify the need, return on investment and funding sources. Please see the attached exhibit for details of each project. Costs are included in the attachment and funding is allocated to execute these priorities immediately.

FISCAL IMPACT:

Costs are included in the attachment and funding is allocated to execute these priorities immediately.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

ls/sm

ATTACHMENT(S):

1. WIP - Seven Priorites

West Valley Water District

Water Infrastructure Improvement Plan

2021

PRIORITY 1

OPERATIONS DEPARTMENT (Treatment Division)

Booster Pumps (4)

- ***Why this is an immediate need:*** Increase production and improve reliability.
- ***Benefit to the district:*** Yes, the Roemer treatment plant will booster more water to zone 5 next summer.
- ***Improvement:*** Yes, booster pump number #4 had a vibration issue and the impellers were worn out.
- ***Enhance Workflow:*** Yes, the old pumped about 800 GPM and the rebuild booster will pump 2000 GPM
- ***Funding Source:*** Operating Budget

PRIORITY 2

OPERATIONS DEPARTMENT (Production)

Well 18A – Blending Program

- ***Why this is an immediate need:*** These sources are in the south end of our District which is now being supplied mostly by sources from the north end, and the north end of the District is where demand from new development is increasing the need for additional supply at a rapid rate. While not all of these sources may be able to run together due to limited water rights, they will provide redundancy which is equally important.
- ***Benefit to the district:*** The benefit to the District is increased water supply mainly, but also having alternative sources when critical sources have to go offline during repairs or power outages. Having backup sources allows us to not be in an emergency situation when other sources are offline.
- ***Improvement:*** Having adequate supply and redundant supply can increase efficiency in numerous ways, reduced overtime, being able to select sources with the lowest cost per acre foot as primary, reductions in repair cost for sources that need repairs by not having to expedite repair work.
- ***Enhance Workflow:*** Having a peak demand that approaches our maximum capacity always increases the workload for Production Staff, it requires more overtime to monitor and maintain our system.
- ***Funding Source:*** Capital Budget
- ***Cost:*** $400,000

PRIORITY 3

OPERATIONS DEPARTMENT (Distribution Division)

Hydro Excavator Vac Truck

This item is needed to minimize physical damages to other utilities while conventionally excavating. Hydro excavator would speed up job time when performing distribution repairs. Hydro excavator would also speed up downtime at Oliver P. Roemer Treatment Facility by removing sludge and debris left over from settling ponds. Typically, the settling pond is out of commission for weeks waiting for materials to dry. District staff takes the backhoe equipment into the pond and moves materials around to speed up dry time.

- ***Why is this an immediate need:*** to delay down time for settling ponds to dry up and remove material. All ponds will be needed as much as possible in summertime when water demand is high. To increase efficiency of leak repairs and cleanup after repairs and minimize staff needed and extra days to cleanup as well as extra equipment.
- ***Benefit to the District:*** Minimize staff and equipment needed to remove sludge and to minimize wear and tear on District owned backhoe equipment. District needs to maintain a minimum number of hours on backhoe usage due to California Air Resource Board for Diesel off road equipment. Less damage and liability claim for damages to utilities. Vactor truck can be used on major leaks to expose damaged main breaks and efficiently install full circle clamp on water main if possible. Pumps take a lot of time to pump out water and create big mess by releasing debris down curb and gutters that requires staff to come out the next day to clean up dried material left in front of customers' homes. Staff need to bring street sweeper, backhoe, dump truck and water truck to cleanup. Save money by not needing to contract out for sludge removal if staff not available minimum charge of $ 6,200.00 up to $24,000.00 depending on which pond needs removal. Roemer Treatment Plant sometimes uses KVAC Environmental up to four times a year.
- ***Improvement:*** Improve District image by efficiently and safely repairing leaks in streets visible to customers and all public. Vactor trucks are a water industry standard to use for hydro excavation. Improve maintenance costs required on all current equipment used to excavate and pump out leaks by putting less wear and tear on equipment. In the event of an emergency, more staff can utilize hydro excavator rather than using backhoe to excavate. Staff would only need Class B commercial license to drive. Vactor trucks have onboard air compressor that will power 90-pound jack hammers to remove asphalt rather than using tow behind air compressor.
- ***Enhance Workflow:*** Increase completion and cleanup time while minimizing days lost at settling ponds.
- ***Funding Source:*** Source could be partially funded from Annual Valve Replacement CIP Budget.
- ***Cost:*** $450,000

PRIORITY 4

OPERATIONS DEPARTMENT (Water Quality Division)

Water Quality Specialist

We currently have no Water Quality Specialist at the district. This was an approved position that has not been filled when it was vacated. With the growth of the district, this position becomes more important than ever. Part of our mission statement includes providing high quality drinking water to our customers. Having a Water Quality Specialist will show our customers that the quality of the drinking water they receive is of the utmost importance to us.

- ***Why this is an immediate need:*** This is an immediate need because we currently must divide some of our duties to other departments, such as treatment doing all the distribution sampling and USAs doing water quality calls. In addition, there is no backup for this department if something were to happen to the supervisor.
- ***Benefit to the district:*** Customers feel more confident with any quality issues they may experience if an actual water quality person responds to their concerns. This shows that the district cares about the importance the quality of water is to the lives of everyone.
- ***Improvement:*** This will take the burden off treatment for sampling and provide assistance for the increased requirements coming our way, such as Lead/Copper sampling. This will also assist the supervisor with the additional duties of managing our district permits.
- ***Enhance Workflow:*** We will be able to better improve the workflow of the water quality department to make sure all regulatory requirements are met on time.
- ***Funding Source:*** Water Quality Department – approved open position.
- ***Cost:*** Position budgeted in the operating budget, $100,000.

Cross-Connection Specialist

We currently have only one person doing all cross connection, backflow prevention, and commercial water sales for the entire district. The district has grown from almost 88,000 customers in 2019 to over 94,000 in 2020 and continues to grow at an increased rate in both residential and commercial accounts. Our one person is having difficulty keeping up with the increased workload and he has no back up at all. This became very evident when the pandemic hit and the passing of his father.

- ***Why this is an immediate need:*** We are currently constantly trying to catch-up with accounts in the cross-connection department. Overworked and overstressed employees will eventually have accidents and injuries in the field. If anything happens to our one and only person doing cross-connection, we have no way of ensuring that this department will be able to function.
- ***Benefit to the district***: The district will benefit with a more efficient department that will be able to save money by having the ability to better monitor the commercial accounts who have issues with stealing water and damaging backflows that could create contamination into our main water lines.
- ***Improvement:*** This will improve efficiency of the department and ensure billing is done in a timely manner. It will also ensure that the department will have continued coverage during emergencies.
- ***Enhance Workflow:*** More of the district will be able to be covered, billing will be done on time, and the greater than 1,700 backflows the district needs to be certified will be done in a timely manner.
- ***Funding Source:*** Operating Budget

PRIORITY 5

INFORMATION TECHNOLOGY & HUMAN RESOURCES DEPARTMENTS

UV Light Disinfectant Systems

- ***Why is this an immediate need:*** Since the onset of the COVID-19 Pandemic, the district and Board of Directors have taken a proactive approach towards protecting the health and safety of District employees and ratepayers. Included among the various steps taken to help prevent the spread of the virus. To further protect employees and the public, staff is recommending to install UVC Bacterial Disinfection Technology, which offers a solution for continuous surface and air disinfection.
- ***Benefit to the District:*** It would complement the pandemic related safety measures that are currently in place and would support the District's commitment to providing a safe environment for staff and ratepayers. It is an additional protection in place to limit liability for employees as disaster workers.
- ***Cost:*** $334,850

PRIORITY 6

OPERATIONS DEPARTMENT (Production Division)

2-1 Reservoir Roof Replacement

- ***Why is this immediate need:*** The roof on this reservoir is in similar condition to two roofs on concrete double T beam type water storage reservoirs that we have already replaced in recent years, the roof is more than 30 years old and has been patched numerous times. The last two roofs of this type and vintage that were replaced were found to be asbestos roofing materials.

- ***Benefit to the District:*** The most important benefit to the District when performing this type of maintenance to our water storage facilities is protection our water supply from potential contamination. An additional benefit is being able to evaluate structural elements of the roof which cannot be seen without removing the roofing materials.
- ***Improvement/efficiency:*** Maintaining our water storage facilities provides a reduction in the effort and time needed to keep the facility in good working order, by reducing the need for frequent inspections and small temporary repairs.
- ***Enhance workflow:*** When necessary upgrades and deferred maintenance items are addressed workflow is always positively impacted.
- ***Cost:*** $400,000
- ***Funding Source:*** Capital Budget

PRIORITY 7

METERS DEPARTMENT

Advanced Metering Infrastructure (AMI) – Data Collection Network

1) Why is this an immediate need

- Several years ago, a project was started to implement an Automatic Meter Reading System, ("AMR"). AMR systems transmit the meter readings, (one-way communications), from each meter to handheld or truck mounted devices. The AMR project was recently completed. However, since the original undertaking of the AMR project, meter reading technology has advanced. Advanced Metering Infrastructure Systems, ("AMI"), enable two-way communication over a fixed network between the District and the metering endpoints. The transition to an AMI system is the next logical progression.
- This will help us to better handle the increasing workload caused by the increasing number of service connections. It takes approximately 6-8 hours to read the AMR's in each route, (currently have 12 routes of approximately 2,000 services per route). As the number of service connections increases, (and potentially doubles in the next 2 decades). The stats for new connections per year for the past few years are provide below. They clearly indicate an increase in the rate of new service connections, which is expected to continue:

	Avg/Month	Total
2016	35	414
2017	39	470
2018	44	522
2019	45	535
2020	56	672

2) Benefit to the district (ROI)

- With an AMI system, the whole distribution network can be continuously monitored by hourly interval reads. This increased data collection capability can be used to help detect leaks, and to provide a foundation for analyzing usage patterns, (important for water conservation and water use efficiency). The meter reading for billing would be instantaneous compared to driving routes and collecting AMR reads on a laptop. Opening and closing reads could be obtained immediately without sending field staff.
- We could also strategically install the meters that monitor pressure and temperature. Those could be used to collect important data for Operations staff. They also have the capability of being turned on and off remotely. Note: We currently do not have any of these meters in our system. They are approximately $250 vs $150 for the meters we currently use.

3) Improvement/efficiency

- Reductions to the amount of time required for field staff to collect reads, would allow them additional time for customer interactions, thereby improving our level of customer service. It would also allow for staffing resources to be shifted to other work that important, but has been lower priority.

4) Enhance workflow

- All meter reading workflows, (reads for regular monthly billing, opening and closing reads, read collection for usage/conservation purposes), will be replaced with instant access to current and historical read data. This also has the potential allow the District to realize additional efficiencies in the billing process.

5) Cost

- Estimated cost of about $200K to implement. $40K to implement the software, (would be about $20K ongoing annual maintenance costs), $30K equipment and installation on existing towers. There are currently 4 towers that are ideally located for an AMI network, but we may need to add a 5th set of equipment in the South service area, which could be mounted on an existing light pole instead of a tower. A propagation study was conducted in 2018, but would need to updated to take into account some high-rise buildings that have been built in recent years.

West Valley Water District

BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT

DATE: **April 14, 2021**

TO: **Engineering, Operations and Planning Committee**

FROM: **Shamindra Manbahal, Interim General Manager**

SUBJECT: **REQUEST TO ENTER INTO WATER INFRASTRUCTURE AGREEMENT**

DISCUSSION:

On Monday, April 12, 2021 District staff received a Request to Enter into a Water Infrastructure Agreement or similar type contract with HDO4, LLC, a New Mexico limited liability company such that HDO4 can obtain future certainty regarding all associated water fees related to the Ventana at Duncan Canyon project.

Attached as Exhibit A is a copy of that request. This item is being presented to the Committee for direction on how to proceed.

Respectfully Submitted,

S. Manbahal

Shamindra Manbahal,
Interim General Manager

LJ:ls

Exhibit A – Request to Enter into Water Infrastructure Agreement

EXHIBIT A

HDO4, LLC

April 12, 2021

West Valley Water District
855 W. Base Line Road Rialto
California, 92376
Attn: Daniel Guerra
dguerra@wvwd.org

RE: Request to Enter into Water Infrastructure Agreement

Daniel:

On or about July 8, 2020, HDO4, LLC, a New Mexico limited liability company (***"HDO4"***), and in partnership with the City of Fontana (***"City"***), entered into a Disposition Agreement (***"DA"***) with the City to facilitate HDO4's acquisition and development of certain property located in the City and commonly referred to as the Ventana at Duncan Canyon project (***"Property"***). HDO4 is now the title owner of the Property and anticipates a multi-year development process which shall ultimately result in the construction of a master planned mixed-use project, including for-rent apartments and various types of commercial buildings (***"Project"***).

By this letter HDO4 formally requests to enter into a Water Infrastructure Agreement, or similar type contract, with the West Valley Water District such that HDO4 can obtain future certainty regarding all associated water fees related to the Project. Certainty regarding water fees is necessary in order to further HDO4's and the City's obligations under the DA as those obligations relate to land residual analysis.

Thank you in advance for your prompt assistance and cooperation regarding this matter. Should you have any questions regarding the contents of this letter, please feel free to contact me at (909) 354-8010 or at awennerstrom@frontier-enterprises.com.

Regards,

Andrew Wennerstrom
Director of Planning

2151 E. Convention Center Way #222 * Ontario, Ca 91764 * (909) 354-8000

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