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

OPENING CEREMONIES

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

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. No person will be allowed to make comments at any other time in the meeting except if there is a Public Hearing. Also, please remember that no disruptions from the crown will be tolerated. If someone disrupts the meeting, they will be removed.
CONSENT CALENDAR

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

Consideration of:


2. December 7, 2017 Regular Board Meeting Minutes.


4. December 12, 2017 Regular Board Meeting Minutes.

5. February 1, 2018 Regular Board Meeting Minutes.

6. February 15, 2018 Regular Board Meeting Minutes.

7. Accept Grant of Easement from FH II, LLC, DBA Frontier Communities for Tract 20062.

8. Consider the Award of contract for the Recoating of Reservoir 4-3.

9. Consider Task Order No. 4 with Water Systems Consulting, Inc. for Construction Management Services for Recoating of Reservoir 4-3.

10. Consider an Agreement with Gold Star Fence, Inc. for Chain Link Fence Replacement at the Vacant Lot Adjacent to the Oliver P. Roemer Water Filtration Facility.

11. Approve contract with Eadie and Payne, LLP for Special Audit Services.

12. West Valley Water District Committees (REVISED).


15. Approval of Agreement with David Turch and Associates.

16. REJECTION OF CLAIMS - Staff recommends that the District Board reject the following claim(s) and direct staff to send appropriate notice of rejection to claimant(s): Matthew Litchfield, Marie Ricci, Karen Logue, Shanae Smith. Claimants allege wrongful termination.

PUBLIC HEARING

BUSINESS MATTERS

Consideration of:

17. Treasurer's Report.

18. Approval of payment to Albright, Yee & Schmit, APC for professional services rendered through January 31, 2018; Invoice No. 24875; $19,562.45.

19. Approve payment to Tafoya & Garcia, LLP for Professional Services rendered through December 31, 2017, Statement No.: 17-1012; $11,022.50.

20. Approve payment to Larson O'Brien, LLP for professional services through January 31, 2018 for the San Bernardino Valley Municipal Water District Matter; Invoice No. 4220; $1,582.52.


22. Approval for Professional Services with Eadie & Payne, LLP.

23. Approval of Additional Earthquake Insurance.

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

- Board Members
- Legal Counsel
- General Manager
  - 1,205 Days without a “Lost Time” claim

UPCOMING MEETINGS

- March 8, 2018 - West Valley Water District Human Resources Committee Meeting at 6:00PM at the District Headquarters
March 14, 2018 - West Valley Water District Engineering/Planning Committee Meeting at 6:00 PM at the District Headquarters

March 14, 2018 - Association of California Water Agencies Legislative Symposium in Sacramento, CA (Attendee: Director Kyle Crowther)

March 15, 2018 - West Valley Water District Regular Board Meeting at 6:00PM at the District Headquarters

March 19, 2018 - Association of The San Bernardino County Special Districts' Dinner hosted by the Inland Empire Utilities Agency at The Panda Inn at 6:00 PM in Ontario, CA

March 20, 2018 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 P.M. at the Administrative Office, 380 E. Vanderbilt Way in San Bernardino

March 26, 2018 - San Bernardino Valley Municipal Water District Advisory Committee Meeting at 6:30 P.M. at the Administrative Office, 380 E. Vanderbilt Way in San Bernardino

May 8-11, 2018 – Association of California Water Agencies Spring Conference & Exhibition and CLE Spring Workshop in Sacramento, CA

May 23, 2018 – Association of California Water Agencies Policy Day in Sacramento, CA

FUTURE AGENDA ITEMS

INFORMATION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: Potential Case(s): Four (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 Agenda at the District Offices on March 5, 2018.

Crystal L. Escalera, Interim Board Secretary
Please Note:

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

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Crystal Escalera, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Escalera may be contacted by telephone at (909) 875-1804 ext. 704, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.
MINUTES

REGULAR BOARD MEETING

of the

WEST VALLEY WATER DISTRICT

November 29, 2017

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<th>Present</th>
<th>Absent</th>
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<td>Donald Olinger</td>
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VISITORS

None

OPENING CEREMONIES

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

ADOPT AGENDA

Director Bourland made a motion to Adopt the Agenda as presented, seconded by Vice President Gonzalez. The motion carried by the following vote:

WVWD
Minutes: 11/29/17
RESULT: APPROVED [UNANIMOUS]
MOVER: Robert Bourland, Director
SECONDER: Linda Gonzalez, Vice President
AYES: Donald Olinger, Linda Gonzalez, Robert Bourland
ABSENT: Clifford Young, Gregory Young

PUBLIC PARTICIPATION

There were public speakers.

BUSINESS MATTERS

1. APPROVAL OF PAYMENT TO GRESHAM SAVAGE NOLAN TILDEN, P.C. FOR PROFESSIONAL SERVICES RENDERED THROUGH NOVEMBER 29, 2017; SUMMARY STATEMENT NO. W1582 ALL MATTERS; TOTAL AMOUNT OF $24,043.99 - Following discussion, General Legal Counsel Michael Davis corrected the date that services were rendered to indicate November 29, 2017 instead of November 30, 2017. Director Bourland requested a moment to review the invoice. A motion was made by Director Bourland to Approve Payment to Gresham Savage Nolan & Tilden for Professional Services rendered through November 29, 2017; Summary Statement No. W1582 All Matters; Total Amount of $24,043.99 as amended, seconded by Vice President Gonzalez. The motion carried by the following vote:

RESULT: APPROVED [UNANIMOUS]
AYES: Donald Olinger, Linda Gonzalez, Robert Bourland
ABSENT: Clifford Young, Gregory Young

CLOSED SESSION

The Board convened to Closed Session at 6:07 p.m. The reconvened to Open Session and Mr. Davis reported on the following:

1. APPROVAL OF CLOSED SESSION MINUTES (UNRESTRICTED): Regular meeting of November 16, 2017 - By a vote of 3-0-2, the Board Approved the Unrestricted Closed Session Minutes for November 16, 2017.

2. APPROVAL OF CLOSED SESSION MINUTES (C. YOUNG RESTRICTED): Regular meeting of November 16, 2017 - By a vote of 3-0-2, the Board Approved the C. Young Unrestricted Closed Session Minutes for November 16, 2017.


WVWD
Minutes: 11/29/17
4. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION - Pursuant to Government Code Section 54956.9(b): Natividad Ramirez, Claim Number 18-0095 (WVWD) – No reportable action.

5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Matthew Litchfield v. Clifford O. Young, Sr. and West Valley Water District; Pursuant to Government Code Section 54956.9 (b)(1) – Number of Cases: one (1). – No reportable action.

ADJOURN

THERE BEING NO FURTHER BUSINESS, DIRECTOR BOURLAND MOVED TO ADJOURN THE MEETING AT 7:12 P.M.

[Signature]
Donald Olinger
President of the Board of Directors of West Valley Water District

ATTEST:

Shanae Smith, Board Secretary

WVWD
Minutes: 11/29/17
MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
December 7, 2017

PRESENT  ABSENT  DIRECTORS
✔  ✔  Donald Olinger, President
    ✔  Linda Gonzalez, Vice President
    ✔  Dr. Clifford O Young, Sr., Director
    ✔  Gregory Young, Director
    ✔  Robert Bourland, Director

STAFF
✔  ✔  Matthew H. Litchfield, General Manager
    ✔  Greg Gage, Assistant General Manager
    ✔  Marie Ricci, Chief Financial Officer
    ✔  Karen Logue, Human Resources/Risk Manager
    ✔  Jon Stephenson, Business Systems Manager
    ✔  Shanae Smith, Board Secretary

President of the Board, Donald Olinger welcomed the Rialto and Fontana Dignitaries that were in the audience in support of the newly elected Board members.

The Regular meeting of the Board of Directors was called to order by Donald Olinger, at 5:30 p.m. at the District Headquarters, 855 W. Baseline Road, Rialto, CA.

OPENING CEREMONIES

Pledge of Allegiance – Director Gregory Young
Opening Prayer – President Donald Olinger
Roll Call of Board Members – A quorum of three Board Members was present and able to conduct District business.
VISITORS

Rialto Mayor, Deborah Robertson
Fontana Mayor, Acquanetta Warren
Director, June Hayes of the San Bernardino Valley Municipal Water District
Resident, Lynn Summers
Resident, Hardy Brown
Resident, Don Briggs

Many people arrived in support of the Administer of Oath Ceremony to Office in support of the West Valley Water District newly elected members and re-elected member.

ADMINISTER OATH OF OFFICE

Rialto Mayor, Deborah Robertson administered the oath of office for Dr. Clifford O. Young, Sr.
Director, Gregory Young administered the oath of office for Dr. Michael Taylor
Fontana Mayor, Acquanetta Warren administered the oath of office for Kyle Crowther

ELECTION OF OFFICERS

A motion was made by Director Dr. Michael Taylor to appoint Director Dr. Clifford O. Young, Sr. as President of the Board, Director Gregory Young seconded the motion. The Motion was approved by the following vote:

Ayes: Directors: Olinger, Taylor, Young, Crowther, Young, Sr.
Noes: Directors: None
Absent: Directors: None
Abstain: Directors: None

A motion was made by President Dr. Clifford O. Young, Sr. to appoint Director Gregory Young, as Vice President of the Board, Director Donald Olinger seconded the motion. The Motion was approved by the following vote:

Ayes: Directors: Olinger, Taylor, Young, Crowther, Young, Sr.
Noes: Directors: None
Absent: Directors: None
Abstain: Directors: None
Director Dr. Michael Taylor congratulates President Dr. Clifford O Young, Sr. and Vice-President Gregory Young on their appointments. He thanks his family, staff and friends for their support.

Director Kyle Crowther congratulates President Clifford O. Young, Sr. and Vice-President Gregory Young on their appointments. He thanks his family, staff and friends for their support.

Vice-President, Gregory Young thanks the Board for their trust in him by his appointment to Vice-President.

Director Donald Olinger thanks the Board for their support during his time as President of the Board.

President Dr. Clifford O Young, Sr. thanks his wife and all of his supporters for their assistance.

PUBLIC PARTICIPATION

President Dr. Clifford O. Young, Sr. indicated that any person wishing to speak to the West Valley Water District (“District”) Board of Directors (“Board”) on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Director, June Hayes of the San Bernardino Valley Municipal Water District congratulates the Board and its new members, in which she offers any assistance they may need.

Resident, Lynn Summers speak for Hardy Brown in regards to alleged harassment at the District.

Resident, Don Briggs expresses concern over alleged harassment at the District.
PUBLIC HEARING
President Dr. Young announced there is no public hearing.

ADOPT AGENDA
President Dr. Young announced that the Board move the agenda.

1. Selection of New Legal Counsel Services.

Motion was made for selection on new legal counsel services, business item (1) Director Dr. Michael Taylor makes the motion to assign Robert Tafoya of Tafoya& Garcia as General Counsel, and is Second by Director Kyle Crowther. The motion was approved by the following vote:

Ayes: Directors: Taylor, Young, Crowther, Young, Sr.
Noes: Directors: Olinger
Absent: Directors: None
Abstain: Directors: None

President Dr. Clifford O. Young, Sr. with consensus of the Board gave direction to General Counsel on Business item (1) that he has permission to hire special counsel(s) to assist with personnel investigations, and that he make sure that the December 12 agenda is properly worded and duly posted.

1. Adopt Resolution No. 2017-29 Commending Linda Gonzalez for Four Years of Public Service. [Tabled]
3. Approval of the Notice of Intent to Amend the West Valley Water District Conflict of Interest Code. [Tabled]

Motion was made by Vice-President Gregory Young to adopt Resolution 388-70 item (5), seconded by Director Kyle Crowther. The motion was approved by the following vote:

Ayes: Directors: Young, Taylor, Crowther, Young, Sr.
Noes: Directors: Olinger
Absent: Directors: None
Abstain: Directors: None
5. Approval of payment to Larson O'Brien, LLP for Professional Services rendered through October 31, 2017; Invoice No. 3965; $2146.96.

Motion was made by Director Donald Olinger to approve Invoice No.3965 for Larson & O'Brien, seconded by Vice-President Gregory Young. The motion was approved by the following vote:

Ayes: Directors: Olinger, Young, Taylor, Crowther, Young, Sr.
Noes: Directors: None
Absent: Directors: None
Abstain: Directors: None

FUTURE AGENDA ITEMS

President Dr. Clifford O. Young, Sr. moved that General Counsel should make sure that future agenda items for December 12 be properly set forth, seconded by Director Dr. Michael Taylor. The motion was approved by the following vote:

Ayes: Directors: Young, Taylor, Crowther, Young, Sr.
Noes: Directors: Olinger
Absent: Directors: None
Abstain: Directors: None

CLOSED SESSION

No closed session occurred

ADJOURN

Motion was made by Vice-President Gregory Young to postpone all reports to a future meeting and to adjourn the meeting, seconded by Director Dr. Michael Taylor. The motion was approved by the following vote:

Ayes: Directors: Young, Taylor, Crowther, Young, Sr.
Noes: Directors: Olinger
Absent: Directors: None
Abstain: Directors: None
Dr. Clifford Young, Sr.
President of the Board of Directors
of West Valley Water District

ATTEST:

________________________
Robert N. Tafoya,
General Counsel
Tafoya & Garcia, LLP
MINUTES
SPECIAL BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
December 11, 2017

PRESENT  ABSENT
✓ Dr. Clifford O. Young, Sr., President
✓ Gregory Young, Vice President
✓ Kyle Crowther, Director
✓ Donald Olinger, Director
✓ Dr. Michael Taylor, Director

STAFF
✓ Robert Christman, Interim Chief Financial Officer
✓ Jon Stephenson, Business Systems Manager
✓ Shanae Smith, Board Secretary

LEGAL
✓ Robert N. Tafoya, General Counsel, Tafoya & Garcia, LLP

VISITORS
Diana Araiza, Resident

The Special meeting of the Board of Directors was called to order by Dr. Clifford O. Young, Sr., at 6:00 p.m. at the District Headquarters, 855 W. Baseline Road, Rialto, CA.

OPENING CEREMONIES
Pledge of Allegiance – Director Kyle Crowther
Opening Prayer – Vice President Gregory Young
Roll Call of Board Members – Quorum
ADOPT AGENDA

Director Vice President Gregory Young made a motion to adopt the Agenda, Director Kyle Crowther seconded the motion to adopt the Agenda. The motion was approved by the following vote:

Ayes: Directors: Young, Crowther, Young, Sr., Olinger
Noes: Directors: None
Absent: Directors: Taylor
Abstain: Directors: None

PUBLIC PARTICIPATION

President Young indicated that any person wishing to speak to the West Valley Water District (“District”) Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Mrs. Diana Araiza wife of former General Manager Anthony Araiza commented on addressing the new Board members and was hoping that Director Dr. Michael Taylor would be present to hear her complaint.

CLOSED SESSION

President Dr. Clifford Young, Sr. announced the Board would be meeting in Closed Session regarding closed Session items; CONFERENCE WITH LEGAL COUNSEL-PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL RELEASE- Pursuant to Government Code Section 54957, Title(s) General Manager

CONFERENCE WITH LEGAL COUNSEL – PUBLIC EMPLOYEE APPOINTMENT-Pursuant to Government Code Section 54957, Title(s): Interim General Manager

Legal Counsel Robert Tafoya reported that the Board met in Closed Session to consider conference with legal counsel on public employee discipline/dismissal/release-pursuant to Government Code Section 54957, Title(s) General Manager.

A motion was made and passed 3 to 1, by the Board to place General Manager Litchfield on administrative leave in which a personnel investigation will be conducted.

Ayes: Directors: Young, Crowther, Young, Sr.
Noes: Directors: Olinger
Absent: Directors: Taylor
Abstain: Directors: None

WVWD
Minutes: 12/11/17
Legal Counsel Robert Tafoya also reported that the Board in Closed Session considered the second item under closed session. Conference with legal- public employee appointment pursuant to Government Code Section 54957, Title(s): General Manager

Another motion was made and passed 3 to 1, by the Board to appoint Robert Christman as Interim General Manager and to be paid at the same rate as the current General Manager salary until a contract can be negotiated and approved at a later date.

Ayes: Directors: **Young, Crowther, Young, Sr.**
Noes: Directors: **Olinger**
Absent: Directors: **Taylor**
Abstain: Directors: **None**

**THERE BEING NO FURTHER BUSINESS, PRESIDENT YOUNG MOVED TO ADJOURN THE MEETING.**

Dr. Clifford Young, Sr.
President of the Board of Directors of West Valley Water District

ATTEST:

____________________________
Robert N. Tafoya,
General Counsel
Tafoya & Garcia, LLP
MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
December 12, 2017

PRESENT ABSENT
✓ Dr. Clifford O. Young, Sr., President
✓ Gregory Young, Vice President
✓ Kyle Crowther, Director
✓ Donald Olinger, Director
✓ Dr. Michael Taylor, Director

STAFF
✓ Robert Christman, Interim General Manager
✓ Greg Gage, Assistant General Manager
✓ Karen Logue, Human Resources/Risk Manager
✓ Jon Stephenson, Business Systems Manager
✓ Shanae Smith, Board Secretary

LEGAL
✓ Robert N. Tafoya, General Counsel, Tafoya & Garcia, LLP

VISITORS
Many People attended the Board Meeting and sat in the audience, whom did not sign in on the sign-in sheet provided. There was about 15-20 people in the audience not including Rialto Police Department, whom were called to keep the peace. The audience became disruptive by interrupting the public meeting with yelling comments, standing up in a threatening manner, walking towards the chair members and waving hand jesters at the Board of Directors and Legal.

The Regular meeting of the Board of Directors was called to order by Dr. Clifford O. Young, Sr., at 6:00 p.m. at the District Headquarters, 855 W. Baseline Road, Rialto, CA.
OPENING CEREMONIES

Pledge of Allegiance – Director Dr. Michael Taylor
Opening Prayer – Director Donald Olinger
Roll Call of Board Members – Quorum

ADOPT AGENDA

Director Dr. Michael Taylor made a motion to move into Closed Session, Vice President Gregory Young seconded the motion to move into Closed Session. The motion was interrupted by the clerk Shanae Smith.

Shanae Smith requested that item (1) CONFERENCE WITH LEGAL COUNSEL-PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE-Pursuant to Government Code Section 54957, Title(s) Assistant General Manager, Board Secretary and Human Resources Manager, in regards to her position be made in open forum on the floor.

Karen Logue interrupts and request that item (1) CONFERENCE WITH LEGAL COUNSEL-PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE-Pursuant to Government Code Section 54946, Title(s) Assistant General Manager, Board Secretary and Human Resources Manager in regards to her position be made in open forum on the floor. She waives her right to confidentiality.

President Dr. Young, Sr. discloses that a motion was made and open on the floor to move to close session. President Dr. Young, Sr. opens the floor to the Board members for discussion on the open motion on floor to move into close session. President Young remains professional, composed and tries to deescalate the situation by not responding to the disruptions by Karen Logue, Human Resources/Risk Manager, Shanae Smith, Board Secretary and the crowds outburst in the audience.

Karen Logue becomes disruptive.

President Dr. Young, Sr. asks the madam clerk Shanae Smith to conduct roll call, but she refuses. The Board Meeting was unable to move forward.
Director Dr. Michael Taylor asks that a motion be made to have legal counsel resume the roll call, because the clerk is refusing, Vice President Gregory Young seconds the motion. The motion was approved by the following vote:

Ayes: Directors: Young, Taylor, Crowther, Young, Sr.
Noes: Directors: Olinger
Absent: Directors: None
Abstain: Directors: None

The audience becomes disruptive and start to yell out comments at the Board of Directors.

The Board of Director proceed to move into close session after Legal counsel takes roll call and the motion to move into closed session was voted upon. The motion was approved by the following vote:

Ayes: Directors: Young, Taylor, Crowther, Young, Sr.
Noes: Directors: Olinger
Absent: Directors: None
Abstain: Directors: None

Director Donald Olinger refuses to go into closed session with the other directors.

Karen Logue discloses to President Dr. Young while the 4 out 5 Directors move into closed session “please respond to our request Sir?” Than Mrs. Logue addresses Legal Counsel Mr. Robert Tafoya about weighing in on the matter.

The audience starts to yell out to the Board of Directors making aggressive comments of disagreement among other words.

Director Donald Olinger states that: “It’s a ploy.”

CLOSED SESSION

President Dr. Clifford Young, Sr. announced the Board Meeting is back in session.

Legal Counsel Robert Tafoya reported the Board met in Closed Session on item (1) legal counsel on public employee discipline/dismissal/release-pursuant to Government Code Section 54957, Title(s) Assistant General Manager, Board Secretary and Human Resources Manager.

A motion was made and passed 4 to 1, by the Board to place Assistant General Manager, Greg Gage,
Board Secretary, Shanae Smith and Human Resources Manager, Karen Logue on administrative leave in which a personnel investigation will be conducted. The motion was approved by the following vote:

Ayes: Directors: Young, Taylor, Crowther, Young, Sr.
Noes: Directors: None
Absent: Directors: None
Abstain: Directors: Olinger

Legal Counsel Robert Tafoya also reported that the Board discussed in Closed Session item (2) Conference with legal- public employee appointment pursuant to Government Code Section 54957, Title(s): Assistant General Manager, Board Secretary and Human Resources Manager.

A motion was made and passed 4 to 1, by the Board to appoint Crystal Escalera, Interim Board Secretary, Patricia Romero, Assistant Board Secretary and Deborah Martinez, Interim Human Resources Manager. The motion was approved by the following vote:

Ayes: Directors: Young, Taylor, Crowther, Young, Sr.
Noes: Directors: None
Absent: Directors: None
Abstain: Directors: Olinger

Karen Logue becomes hysterical and disruptive.

The audience starts to yell out to the Board of Directors once again making aggressive comments of disagreement.

Director Dr. Michael Taylor make a motion to adjourn the Board Meeting, Gregory Young seconds the motion to adjourn. The disruption from the audience was interfering with the public meeting in which the Rialto Police department had to escort the audience out of the District Board Room. The motion was approved by the following vote:

Ayes: Directors: Young, Taylor, Crowther, Young, Sr.
Noes: Directors: Olinger
Absent: Directors: None
Abstain: Directors: None
ADJOURN

Dr. Clifford Young, Sr.
President of the Board of Directors of West Valley Water District

ATTEST:

________________________
Robert N. Tafoya,
General Counsel
Tafoya & Garcia, LLP
MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
February 1, 2018

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<tr>
<td>Clifford Young</td>
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<tr>
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<tr>
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<td>Kyle Crowther</td>
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<td>Michael Taylor</td>
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<td><strong>Legal Counsel</strong></td>
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<td>Robert Christman</td>
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<td>Greg Gage</td>
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<td>Linda Jadeski</td>
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<tr>
<td>Jon Stephenson</td>
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</table>

OPENING CEREMONIES

Pledge of Allegiance - Lead by Director Dr. Michael Taylor
Opening Prayer - Lead by Director Kyle Crowther
Call to Order
Roll Call of Board Members - Quorum

WVWD
Minutes: 2/1/18
ADOPT AGENDA

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. No person will be allowed to make comments at any other time in the meeting except if there is a Public Hearing. Also, please remember that no disruptions from the crown will be tolerated. If someone disrupts the meeting, they will be removed.

PUBLIC PARTICIPATION

Public participation occurred. Interim General Manager Robert Christman also introduced the West Valley Water Districts Accounting department to the new Board members.

CONSENT CALENDAR

President Dr. Young tabled item 2) November 29, 2017 Board Special Meeting Minutes due to the minutes not fully reflecting what occurred during this meeting and needing further clarification; and moved item 4) New Assistant General Manager of Public Affairs Position for further discussion following Item 10 on the agenda. Vice President Greg Young added to the motion to pass the balance of the Consent Calendar with corrections specified for item 1) November 16, 2017 Regular Board Meeting Minutes. Vice President Young then listed the corrections and the motion passed as follows:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Michael Taylor, Director
AYES: Clifford Young, Gregory Young, Donald Olinger, Kyle Crowther, Michael Taylor

1. NOVEMBER 16, 2017 REGULAR BOARD MEETING MINUTES

Tabled

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Michael Taylor, Director
AYES: Clifford Young, Gregory Young, Donald Olinger, Kyle Crowther, Michael Taylor

2. NOVEMBER 29, 2017 BOARD SPECIAL MEETING MINUTES

The minutes were adopted with corrections made by Vice President Greg Young.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Michael Taylor, Director
AYES: Clifford Young, Gregory Young, Donald Olinger, Kyle Crowther, Michael Taylor

3. JANUARY 4, 2018 REGULAR BOARD MEETING MINUTES

Adopted by the following vote:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Michael Taylor, Director
AYES: Clifford Young, Gregory Young, Donald Olinger, Kyle Crowther, Michael Taylor

4. NEW ASSISTANT GENERAL MANAGER OF PUBLIC AFFAIRS POSITION

This item was moved for discussion following item 10) Rescind Merit Increase Suspension, on the agenda.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Kyle Crowther
AYES: Clifford Young, Gregory Young, Donald Olinger, Kyle Crowther, Michael Taylor

5. RECLASSIFICATION OF ADMINISTRATIVE ASSISTANT AND EXECUTIVE ASSISTANT II POSITIONS TO A "CONFIDENTIAL" CLASSIFICATION

Adopted by the following vote:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Michael Taylor, Director
AYES: Clifford Young, Gregory Young, Donald Olinger, Kyle Crowther, Michael Taylor

PUBLIC HEARING

There was no Public Hearing

FINANCE

6. CONSIDER DISTRICT PARTICIPATION IN THE DEFEND THE DROP PROGRAM WITH SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND REGIONAL PARTNERS

Assistant General Manager, Greg Gage gave a staff report in favor of joining the program "Defend the Drop" and the following vote was taken:

WVWD
Minutes: 2/1/18
RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Kyle Crowther, Director
AYES: Clifford Young, Gregory Young, Donald Olinger, Kyle Crowther, Michael Taylor

BUSINESS MATTERS

7. LARSEN O'BRIEN INVOICE 4126

Vice President Greg Young inquired as to when Mr. Rigali (attorney at Larsen O'Brien, LLP) will come to brief the Board on recent changes. Assistant General Manager Greg Gage confirmed Mr. Rigali will be attending the next Board Meeting on the Closed Session.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Donald Olinger, Director
AYES: Clifford Young, Gregory Young, Donald Olinger, Kyle Crowther, Michael Taylor

8. CONSIDER ADOPTION OF RESOLUTION 2018-6 PLEDGING REVENUES FOR REPAYMENT AND DESIGN OF WELLHEAD TREATMENT FACILITIES FOR WELL NOS. 36 AND 39

Seeking Board approval to complete request for loan forgiveness.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Kyle Crowther, Director
AYES: Clifford Young, Gregory Young, Donald Olinger, Kyle Crowther, Michael Taylor

9. CONSIDER RESOLUTION 2018-5 TO DESIGNATE AUTHORIZED AGENTS FOR STATE WATER RESOURCES CONTROL BOARD GRANT FUNDING AGREEMENT/FIXED BED REACTOR PERCHLORATE TREATMENT SYSTEM

Resolution only updates our authorized agents and does not change funding or all other terms and conditions within the resolution and grant agreement.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Donald Olinger, Director
SECONDER: Michael Taylor, Director
AYES: Clifford Young, Gregory Young, Donald Olinger, Kyle Crowther, Michael Taylor

10. RESCIND MERIT INCREASE SUSPENSION

Adopted by the following vote:

WVWD
Minutes: 2/1/18
RESULT: ADOPTED [UNANIMOUS]
MOVER: Donald Olinger, Director
SECONDER: Gregory Young, Vice President
AYES: Clifford Young, Gregory Young, Donald Olinger, Kyle Crowther, Michael Taylor

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

- Board Members
- Legal Counsel
- General Manager

❖ 1,163 Days without a “Lost Time” claim

FUTURE AGENDA ITEMS

No future agenda items were announced.

INFORMATION

1. Rebate Program.

CLOSED SESSION

The Board adjourned to Closed Session at 7:15 PM. The Interim General Manager dismissed the remaining staff from the meeting.

1. CONFERENCE WITH LEGAL COUNSEL-POTENTIAL LITIGATION- Pursuant to Government Code Section 54956.9(b) Johnson, Claim Number 18-0338

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(a): Suzanne Cook v. West Valley Water District & Clifford O. Young; San Bernardino County Superior Court Case No. CIVDS1713213

WVWD
Minutes: 2/1/18
ADJOURN

____________________________
Dr. Clifford O. Young, Sr.
President of the Board of Directors
of West Valley Water District

ATTEST:

____________________________
Crystal L. Escalera, Interim Board Secretary

WVWD
Minutes: 2/1/18
MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
February 15, 2018

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Present</th>
<th>Absent</th>
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<tbody>
<tr>
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<tr>
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<td>Gregory Young</td>
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<td>Jon Stephenson</td>
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<td>Albert Clinger</td>
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OPENING CEREMONIES

Pledge of Allegiance - Lead by Director Kyle Crowther
Opening Prayer - Lead by Vice President Greg Young
Call to Order
Roll Call of Board Members - Quorum

ADOPT AGENDA

WVWD
Minutes: 2/15/18
PUBLIC PARTICIPATION
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CONSENT CALENDAR
Vice President Greg Young motioned to table item 1) November 29, 2017 Board Special Meeting Minutes until clarification on what occurred during the meeting was given and to approve the remaining Consent Calendar.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Michael Taylor, Director
AYES: Clifford Young, Gregory Young, Kyle Crowther, Michael Taylor
ABSENT: Donald Olinger

1. NOVEMBER 29, 2017 BOARD SPECIAL MEETING MINUTES
Tabled

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Michael Taylor, Director
AYES: Clifford Young, Gregory Young, Kyle Crowther, Michael Taylor
ABSENT: Donald Olinger

2. JANUARY 18, 2018 REGULAR BOARD MEETING MINUTES
Adopted by the following vote:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gregory Young, Vice President
SECONDER: Michael Taylor, Director
AYES: Clifford Young, Gregory Young, Kyle Crowther, Michael Taylor
ABSENT: Donald Olinger

WVWD
Minutes: 2/15/18
3. CONSIDER PROPOSAL BY CHANDLER ASSET MANAGEMENT

Adopted by the following vote:

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<thead>
<tr>
<th>RESULT:</th>
<th>ADOPTED [UNANIMOUS]</th>
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<tr>
<td>MOVER:</td>
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<td>ABSENT:</td>
<td>Donald Olinger</td>
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4. TREASURER'S REPORT

Adopted by the following vote:

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<tr>
<th>RESULT:</th>
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<td>ABSENT:</td>
<td>Donald Olinger</td>
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<tr>
<td>ABSENT:</td>
<td>Donald Olinger</td>
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6. APPROVE CHANGE ORDER NO. 2 TO CONTRACT WITH ROGERS, ANDERSON, MALODY & SCOTT, LLP (RAMS) IN THE AMOUNT OF $15,750

Adopted by the following vote:

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<th>RESULT:</th>
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<tr>
<td>ABSENT:</td>
<td>Donald Olinger</td>
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</table>
7. CONSIDER AN AGREEMENT WITH AIC COATING SERVICES, INC. FOR COATING INSPECTION SERVICES FOR THE RESERVOIR 4-3 INTERIOR REHABILITATION AND EXTERIOR COATING PROJECT

Adopted by the following vote:

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<tr>
<th>RESULT:</th>
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<tr>
<td>ABSENT:</td>
<td>Donald Olinger</td>
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PUBLIC HEARING

There was no Public Hearing

BUSINESS MATTERS

1. CONSIDER THE ADDITION OF AN INFORMATION TECHNOLOGY SUPPORT SPECIALIST IN THE BUSINESS SYSTEM/I.T. DEPARTMENT

Adopted by the following vote:

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<tr>
<th>RESULT:</th>
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</table>

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

- Board Members
- Legal Counsel
  - No report
- General Manager
  - 1,177 days without a “Lost Time” claim

FUTURE AGENDA ITEMS

No future items

INFORMATION

None

WVWD
Minutes: 2/15/18
CLOSED SESSION

The Board entered closed session at 6:35 PM and resumed the regular Board meeting at 8:00 PM at which time Legal Counsel had no report, and no actions were taken.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(a): San Bernardino Valley Municipal Water District, et al., v San Gabriel Valley Company, et al; San Bernardino County Superior Court Case No. CIVDS1311085 / Fourth District Court of Appeal Division Two, Case No. E063180.

2. Public Employment Board

ADJOURN

The meeting adjourned at 8:00pm.

____________________________
Dr. Clifford O. Young, Sr.
President of the Board of Directors
of West Valley Water District

ATTEST:

____________________________
Crystal L. Escalera, Interim Board Secretary
BOARD OF DIRECTORS  
STAFF REPORT

DATE: March 9, 2018  
TO: Board of Directors  
FROM: Robert Christman, Interim General Manager  
SUBJECT: ACCEPT GRANT OF EASEMENT FROM FH II, LLC, DBA FRONTIER COMMUNITIES FOR TRACT 20062

BACKGROUND:

Attached is an executed copy of Grant of Easement for water facility construction, inspection, maintenance, replacement and removal of a Zone 3, 8-inch and 12-inch diameter waterlines within Tract 20062 (Wildrose Village). Attached as Exhibit A is the Grant of Easement document. The document has been reviewed by staff and is found to be correct in form and information. The grantor is FH II, LLC, DBA Frontier Communities.

As a point of information, at its regular meeting on August 6, 2015, the Board of Directors approved Resolution No. 2015-13 – A Resolution of the Board of Directors of West Valley Water District Approving, Authorizing, and Directing Acceptance of Interests in Real Property. The resolution allowed for the Secretary or Assistant Secretary (collectively, “Secretary”) to accept and consent to the recording of deeds and/or easements in favor of West Valley Water District at the staff level. As the acceptance and transfer of easements is generally a ministerial act, the goal of the resolution was to assist the Board in streamlining the process and provide expedited service to the District’s customers.

FISCAL IMPACT:

There is no financial impact.

STAFF RECOMMENDATION:

It is recommended that the Board of Directors accept the attached Grant of Easement for the waterlines within Tract 20062 and authorize staff to file for recordation.

Respectfully Submitted,

Robert Christman, Interim General Manager
ATTACHMENT(S):
1. Exhibit A - Grant of Easement
RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

WEST VALLEY WATER DISTRICT
P.O. BOX 920
RIALTO, CA 92377-0920
Attention: Leon Long, Asst. General Manager

No recording Fee per Government Code 27363

GRANT OF EASEMENT
WATERLINE

FH II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
dba FRONTIER COMMUNITIES

Hereby grant(s) to WEST VALLEY WATER DISTRICT, an easement for waterlines and appurtenances over, under and across the following described property in the City of Colton, County of San Bernardino, State of California, more particularly described as follow:

Lots “A”, through “G” inclusive, together with Portions of Lots “H”, “J” and “M” and the Public Utility Easement noted as Public Utility Easement Number 3, Public Utility Easement Number 4, a three (3’) foot wide easement affecting Lots 1 through 110 inclusive, Public Utility Easement Number 5, affecting Lots 35, 44,and Lot “M” and Public Easement Number 6, affecting Lots “D”, “J” and “F” all of Tract No. 20062, as per map filed in Book 348 Pages 11 through 17, inclusive of Maps, in the office of the County Recorder of said County.

The above described easement is for the construction, installation, maintenance, replacement and removal of water pipelines and appurtenances. Said easement to continue in full force and effect so long as said water system is operated and maintained upon the above described property.

The easement herein granted shall also include the right to use, during the construction period, such areas adjacent to the easement as may be necessary for the performance of the work and for access to the work.

William E. Snow
P.L.S. No. 4725
Expiration Date: 9/30/2019
BOARD OF DIRECTORS
STAFF REPORT

DATE: March 9, 2018
TO: Board of Directors
FROM: Robert Christman, Interim General Manager
SUBJECT: CONSIDER THE AWARD OF CONTRACT FOR THE RECOATING OF RESERVOIR 4-3

BACKGROUND:

Maintenance is the key to an efficient operation of any water system. This includes both corrective and preventive maintenance. An annual maintenance schedule has been established at West Valley Water District (“District”) for cleaning and inspection of the District’s water storage reservoirs. Cleaning and inspection on each reservoir occurs every five years. Many water utility agencies try to paint their steel reservoirs once every ten to fifteen years. Reservoir R4-3 is a 7.0 million gallon welded steel reservoir built in 2000 and has not been recoated since construction. A visual inspection of the reservoir was performed to assess the condition of both the interior and exterior coating of the reservoir. The inspection identified that the interior roof coatings are in poor condition with raw steel and rust in several areas. Recoating of the reservoir will extend the life of the asset.

DISCUSSION:

A Request for Bids (“RFB”) was posted on Planet Bids for the Recoating of Reservoir 4-3. On Monday February 5, 2018, staff received five (5) bids for the recoating project. The project includes the removal of all existing paint and coatings from the interior surfaces including all piping and miscellaneous items, prepare the interior and exterior surfaces and coat with coatings per the specifications, clean up, testing and disinfection. A summary of the bids received are as follows:

- AMP United
  - $890,000.00
- Advanced Industrial Services, Inc.
  - $996,900.00
- Simpson Sandblasting and Special Coatings, Inc.
  - $1,120,256.00
- West Coast Industrial Coatings, Inc.
  - $1,562,484.00
- JT Thorpe and Son
  - $2,514,522.00

Staff has reviewed the bid information and confirmed that AMP United is the lowest responsible and responsive bidder. If awarded by the Board of Directors, work is anticipated to start immediately.
FISCAL IMPACT:

The cost of recoating the interior and exterior of Reservoir 4-3 as proposed by AMP United is $890,000.00. This item is included in the Fiscal Year 2017/18 Capital Improvement Budget under the Replacement/Rehabilitation of System Assets, Rehabilitate Interior and Exterior of Reservoir 4-3 project with a budget of $1,125,000.00.

STAFF RECOMMENDATION:

It is recommended that the Board of Directors consider award of contract for the Recoating of Reservoir 4-3 to AMP United in the amount of $890,000.00 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Robert Christman, Interim General Manager

LJ:ce
DATE: March 9, 2018
TO: Board of Directors
FROM: Robert Christman, Interim General Manager
SUBJECT: CONSIDER TASK ORDER NO. 4 WITH WATER SYSTEMS CONSULTING, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR RECOATING OF RESERVOIR 4-3

BACKGROUND:

Maintenance is the key to an efficient operation of any water system. This includes both corrective and preventive maintenance. An annual maintenance plan has been established at West Valley Water District (“District”) for cleaning and inspection of the District’s water storage reservoirs. Cleaning and inspection on each reservoir occurs every five years. Many water utility agencies try to paint their steel reservoirs once every ten to fifteen years. Reservoir R4-3 is a 7.0 million gallon welded steel reservoir built in 2000 and has not been recoated since construction. A visual inspection of the reservoir was performed to assess the condition of both the interior and exterior coating of the reservoir. The inspection identified that the interior roof coatings are in poor condition with raw steel and rust in several areas. Recoating of the reservoir will extend the life of the asset.

DISCUSSION:

A Request for Proposal (“RFP”) was posted on Planet Bids to twelve (12) Consulting firms for construction management services related to the interior and exterior coating of the 7.0 MG Steel Reservoir. Two (2) Consulting firms – Albert A. Webb Associates (“WEBB”) and Water Systems Consulting, Inc. (“WSC”) submitted proposals. The consultant will be required to cover all major aspects of the coating work which can affect the quality of the work and the long term performance of the coating system. The duties, responsibilities, and limitations of authority of the consultant are as follows:

- Review the progress schedule, shop drawing submissions, and schedule of values prepared by the Contractor. Receive and provide recommendations on submittals or samples.
- Attend preconstruction conference. Arrange a schedule of progress meetings and other job conferences as required. Prepare, maintain and circulate copies of minutes.
Serve as the District's liaison with the Paint Contractor and Paint Inspector. Advise the District in advance of any scheduled major tests, inspections or start of important phases of the work.

Review of work, rejection of defective work, inspections and tests. Furnish periodic reports of progress of the work and the Contractor's compliance with the approved progress schedule.

Review applications for payment with the Contractor for compliance with the established procedure for their submission. Receive, review and confirm pay requests.

The written proposals were reviewed by a committee comprised of District staff and were evaluated and scored in categories. Each proposal was scored under the following criteria categories:

- Past performance and qualifications of the proposal team members on similar projects.
- Familiarity with and capacity to handle all aspects of the work.
- Ability to complete the project within an expedited time frame.
- The proposed project approach, scope, manner, and thoroughness in which it is presented.
- Firm’s experience, staff availability, and stability.
- Consultant fees.

The two (2) Consulting firms’ written proposals were similar in qualifications and technical expertise. The proposal costs for the construction management services for the recoating of Reservoir 4-3 were as follows:

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<thead>
<tr>
<th>Consultant</th>
<th>Cost</th>
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<td>$48,900.00</td>
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</tbody>
</table>

In order to determine the best value for the 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 WSC provides the best value for the District’s needs for this project. Attached as “Exhibit A” is the Proposal received from WSC.

**FISCAL IMPACT:**

The cost to perform the construction management services related to the interior and exterior recoating of Reservoir 4-3 as proposed by WSC is $48,520.00. This item was included in the Fiscal Year 2017/18 Capital Improvement Budget under the Replacement/Rehabilitation of System Assets, Rehabilitate Interior and Exterior of Reservoir 4-3 project with a budget of $1,125,000.00.
STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve Task Order No. 4 with WSC for construction management services related to the interior and exterior recoating of Reservoir 4-3 as proposed by WSC in the amount of $48,520.00.

Respectfully Submitted,

Robert Christman, Interim General Manager

ATTACHMENT(S):

1. Exhibit A - Proposal from WSC
EXHIBIT A
January 22, 2018

Al Robles  
Purchasing Supervisor  
West Valley Water District  
855 W Base Line Rd  
Rialto, CA 92377  

SUBJECT: PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES FOR STEEL RESERVOIR 4-3 (7MG) INTERIOR REHABILITATION AND EXTERIOR COATING PROJECT

Dear Mr. Robles,

WSC is thrilled at the opportunity to provide West Valley Water District (District) with construction management services for the recoating of Reservoir 4-3 (R4-3). Our combination of local staff in our Rancho Cucamonga office and our team’s experience with similar projects places us in a strong position to provide effective construction management services to keep the District’s project running smoothly and on schedule. Our team understands the importance of providing the District with:

- **Proactive Schedule Management.** Schedule is a key driver with any large tank. Summer is approaching which means rehabilitation of reservoir R4-3 is on a tight deadline with little margin for schedule delays. We will diligently work with the District’s Engineer and coating inspector to identify potential delays before they arise and look to implement schedule reducing strategies.

- **Efficiency.** Our proposed Construction Manager, Christy Stevens, is located within 25 minutes of the reservoir R4-3 site and can cost effectively and efficiently visit the project site, check on progress, and identify work that appears unsatisfactory or faulty.

- **Well-Defined Construction Management Strategy.** We go the extra mile to make sure that issues are fully understood so good decisions can be made and will serve as an extension of the District’s staff. WSC will leverage teamwork, both within our internal team, with District staff, the Contractor, and the coating inspection firm to provide seamless coordination and efficiency throughout the project.

- **Responsive Service.** We understand the importance of adapting to project conditions and providing recommendations that protect the interests of the District. WSC’s proposed Construction Manager has years of experience working for a public utility and will leverage that experience to approach and resolve design and construction issues that benefit the District.

WSC has thoroughly read the Request for Proposal (RFP) and understands the project and services required. WSC has reviewed the professional services agreement and have made suggested minor revisions to the language and is located in Appendix A.

If you have questions on any aspect of this proposal, please feel free to contact WSC’s proposed Construction Manager, Christy Stevens, at (909) 483-3200, ext. 201 or WSC’s proposed Principal in Charge, Joshua Reynolds, at (805) 457-8833, ext. 107. Thank you again for your consideration, and we look forward to your response.

Sincerely,

Water Systems Consulting, Inc.

Christy Stevens, PE  
Construction Manager  

Joshua Reynolds, PE, MS  
Principal in Charge

9375 Archibald Ave., Suite 200 | Rancho Cucamonga, CA 91730 | Phone: (909) 483-3200 | Fax: (909) 354-3482  
www.wsc-inc.com
Expect WSC – Personalized Service & Value-Added Solutions

Water Systems Consulting, Inc. (WSC) is a full-service engineering consulting firm that specializes in innovative sustainable water solutions, relationship building, and bringing value to our clients. We thrive and grow from the philosophy that people come first and that all water matters.

WSC provides construction management services to special districts, cities, counties, investor-owned utilities, and regulatory agencies from our eight offices in California and the Pacific Northwest, including our local office in Rancho Cucamonga, allowing us to provide the District with local, responsive service. Our expert staff of 38 skilled employees has provided, or is currently providing, construction management services for several similar tank rehabilitation projects.

WSC was founded in 2007 by Jeffery Szytel, PE, MS, MBA, and is an S-Corporation and Certified Small Business with the State of California (No. 51018), and a Certified Minority Business Enterprise with CPUC Supplier Clearinghouse (No. 9IS00088). WSC complies with all Federal laws relating to affirmative action, drug-free workplace, minimum wage, and lobbying.

WSC routinely goes the extra mile, passionately pursuing our client’s interests and searching out sustainable opportunities to add value and exceed expectations. We do our homework, and work collaboratively with our clients to build consensus, buy-in, and a shared sense of accomplishment.

WSC has been recognized as one of the Fastest-Growing Firms two years in a row by Inc. Magazine, as well as one of the Best Places to Work in 2017.

WSC has six certified operators on staff.

WSC provides a full spectrum of engineering services for water, wastewater, and recycled water projects throughout California and the Pacific Northwest.

We have eight offices serving clients throughout the West Coast.

WSC was founded 10 years ago and has built a reputation for high-quality client service.

Expect WSC: Personalized Service, Sustainable Solutions, Exceptional Value.
WSC’s Project Team & Organization

WSC’s team is functionally organized to take advantage of the strengths of our expert staff, while keeping the structure streamlined to maintain efficiency, quality, and accountability.

Ms. Christy Stevens, PE, will serve as the Construction Manager and be the District’s primary point of contact. Christy is based out of WSC’s Rancho Cucamonga office and has provided similar services on reservoir rehabilitation and construction projects for water utilities throughout California.

WSC Vice President, Mr. Joshua Reynolds, PE, MS, is our Principal in Charge and he has the authority and experience with similar reservoir construction projects to ensure the appropriate resources are allocated to complete the project within the expedited time frame. Joshua is based out of WSC’s San Luis Obispo office.

Our team’s QA/QC lead is Mr. Christopher Malejan, PE, MS, PMP, who has extensive experience managing recoating and rehabilitation of steel reservoirs. The knowledge gained and lessons learned from his prior work allows him to identify potential issues and provide creative and efficient solutions that minimize delays and additional cost. Christopher works out of our San Luis Obispo and Camarillo offices.

Ms. Kay Merrill will provide document control and administrative support for the project. She has served in a similar role on numerous projects and is a cost-effective, detail-oriented resource who will keep the project organized and moving. Ms. Merrill is based out of our San Luis Obispo office.

WSC affirms that the staff and resources presented in this proposal have sufficient availability to appropriately meet the scope and schedule requirements of the project.
Individual Qualifications

The following table includes the qualifications of each of WSC’s team members. Consolidated resumes with their education and licenses are included in Appendix B.

<table>
<thead>
<tr>
<th>Christy Stevens, PE – Construction Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Relevant Project Experience</strong></td>
</tr>
<tr>
<td>• Construction Manager for Big Bear Lake Department of Water and Power’s Angel’s Camp Reservoir, a 1 MG welded steel potable water reservoir which included coordinating progress meetings, RFI responses, submittal and pay estimate reviews, and change orders.</td>
</tr>
<tr>
<td>• District Engineer for Big Bear City Community Services District’s Rowe Reservoir Retrofit which includes providing design and construction management services for interior recoating, exterior spot repairs, roof coating, and structural retrofits for a 2.5MG welded steel tank.</td>
</tr>
<tr>
<td>• Project Manager for California American Water’s Rosemead Reservoir Project which included providing design and construction management services for a 750,000 gallon tank and a booster pump station.</td>
</tr>
<tr>
<td>• Project Manager for Victor Valley Water District’s Reservoir 121 construction and Reservoir 109 retrofit which included responding to RFIs, and reviewing change orders.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Joshua Reynolds, PE, MS – Principal in Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Relevant Project Experience</strong></td>
</tr>
<tr>
<td>• Technical Advisor for California American Water’s Los Robles Tank No. 1 Replacement which included advising the construction and permitting of a 400,000 gallon welded steel reservoir.</td>
</tr>
<tr>
<td>• Technical Advisor for three of California American Water’s reservoir replacement projects which included advising the construction and permitting of rectangular hopper bottom style reservoirs with capacities of 0.7, 1.6, and 1.8 MGs.</td>
</tr>
<tr>
<td>• Senior Project Engineer for Big Bear Lake Department of Water and Power’s Angel’s Camp Reservoir Project which included the design and construction of a 1 MG welded steel potable water reservoir.</td>
</tr>
<tr>
<td>• Project Manager for the design and specifications for the County of San Luis Obispo’s CSA 10A Cayucos Tanks Replacement, a 210,000 gallon water storage tank.</td>
</tr>
</tbody>
</table>
Christopher Malejan, PE, MS, PMP – QA/QC

Mr. Malejan has eight years of civil engineering experience which includes managing the construction of water infrastructure projects. He has managed the recoating and rehabilitation of six above ground steel reservoirs, and managed the construction of four reservoir replacement projects. This relevant experience helps him provide valuable insight into potential challenges and mitigation solutions that will keep the project on schedule and reduce budget creep. His attention to detail will be used to review the work of our team and ensure the project aligns with the District’s needs and expectations.

Relevant Project Experience
- Project Manager for California American Water’s Janss Tank Rehabilitation which included serving as the owner’s representative and managing a third-party coating inspector for the rehabilitation of a 6.0 MG above-ground steel tank.
- Project Manager for the rehabilitation of six of California American Water’s above ground welded steel reservoirs which included managing schedules, permits, invoice review and approval, and monthly budget tracking.
- Project Manager for California American Water’s Los Robles Tank No. 1 Replacement which included managing the construction, permitting, design, and planning of a 400,000 gallon welded steel reservoir.
- Project Manager for three of California American Water’s reservoir rehabilitation projects which included the construction, permitting, design, and planning of rectangular hopper bottom style reservoirs with capacities of 600,000 gallons, 1.6 MG, and 1.8 MG.

Kay Merrill – Document Control

Ms. Merrill is a project coordinator and administrative support professional who has a wide variety of experience working with municipal government and other public sector clients. She has experience coordinating, preparing, and submitting budgetary records, technical reports, inspection reports, and record drawings.

Relevant Project Experience
- Formerly an Administrative Utilities Technician for the City of Morro Bay during which time her duties included maintaining contract data, financial records and files, inspection reports, and other similar documents.
- Formerly a Document Control Assistant Manager for Diablo Canyon Nuclear Power Plant which included providing and maintaining documents and files for project engineers, preparing document packages, and assisting incoming contractors with required materials.
- Formerly a Document Control Administrator for another consulting firm which included assisting engineers, inspectors, and construction managers with file management for project implementation.
Understanding

The District 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. The system includes several treatment facilities, 12 booster pump stations, 17 active production wells, 25 reservoirs with 72.61 million gallons (MG) of storage capacity, and over 150 miles of transmission lines.

Storage capacity for pressure zone 4 is provided by reservoirs R4-1, R4-2 and R4-3. R4-3 is a 7.0 MG ground level welded steel reservoir constructed in 1998. It is located northwest of the intersection of Country Club Drive and Riverside Avenue in the City of Rialto. R4-3 is critical to District operations as it is almost double the capacity of R4-1 and R4-2 combined.

In March of 2016, a visual inspection of reservoir R4-3 was performed to assess the condition of both the interior and exterior coating of the reservoir. The report identified some chalking, rock damage, and a few areas of rust, but concluded that the exterior coating is in good condition. The interior roof coatings are in poor condition with raw steel and rust in several areas, therefore, the interior epoxy coating system will be completely removed by abrasive blast and relined with an NSF approved epoxy lining system while the exterior is to be spot prepped and over-coated to capitalize on a cost savings opportunity while the coaters are onsite. WSC anticipates the schedule driver for this project is to ensure R4-3 is back in service in summer 2018 to help the District meet summer demands.

Approach

The District intends to enlist a qualified construction management team to help implement the rehabilitation of reservoir R4-3. WSC has developed a highly qualified team to assist the District in construction services and is readily available with local staff to support this project. WSC’s proposed Construction Manager is located within 25 minutes of the project site. For the District’s project, our construction management approach is simple and effective: the right staff coordinating with the District, Contractor, and coating inspector; proactively resolving construction issues through active document management control; and open communication to keep the project on schedule. In the sections below, WSC expands upon this statement to better illustrate the unique WSC approach to the District’s reservoir R4-3 Rehabilitation Project.
Well-Defined Construction Management Strategy Keeps the Project On-Track

We know the District expects us to be available, accountable, and reliable and we hold ourselves to that same standard. WSC will serve as an extension of the District’s staff. We will leverage teamwork, both within our internal team, with District staff, the Contractor, and the coating inspection firm to provide seamless coordination and efficiency throughout the project. Our construction management team has extensive experience overseeing the construction of water infrastructure from the perspective of a public utility. We have the right background to understand and represent the District’s interests and work diligently to manage the project budget and quality of the facilities. Throughout the project, WSC will closely manage the communication, coordination, budget, schedule, and quality to provide a high level of service consistent with our core values. To accomplish this, WSC will:

- Serve as a liaison between the District, Contractor, and inspector
- Organize and conduct periodic conference calls or field meetings as warranted by tasks and progress
- Document communication among the project team members with meeting minutes including action item summaries, as well as emails to confirm verbal discussions
- Route contract shop drawings and sample submittals for review
- Keep all project documents and records organized and accessible to the project team
- Transmit requests for information (RFIs) and requests for clarification (RFCs)
- Track project decisions, shop drawings and sample reviews, and maintain comments in tracking logs that provide specific descriptions of information needs
- Perform change order analysis and provide recommendations to the Contractor for suggested changes during construction
- Conduct site visits as required to verify intent of the contract documents
- Review contractor pay estimates and certified payroll reports
- Perform substantial and final completion walk throughs and prepare punchlists
- Notify the District immediately of potential out of scope items that may impact the project budget; when warranted, include discussion of need for the extra work with potential mitigation alternatives to prevent scope and budget creep
- Assign a sufficient number of staff with appropriate experience and availability including experienced staff whose only role is to conduct QC reviews

Proactive construction management ensures the project team is engaged, and maintains budget and schedule goals.

We have found through other projects that formal bi-weekly check-ins provide team members the opportunity to discuss important topics and determine an action plan to keep the project on schedule.
Leverage Prior Experiences to Add Value to the District & Reduce Schedule Delays

WSC uses the wisdom gained from past project experiences and applies it to benefit future projects. The table presented below highlights some potential issues on larger tank rehabilitation projects that can be easily mitigated before resulting in delays during construction or costly change orders.

<table>
<thead>
<tr>
<th>Potential Risk</th>
<th>Proven Solution</th>
<th>Anticipated Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>When a tank’s interior steel is exposed after blasting, moisture in the air can cause flash rusting and interfere with the adhesion of the primer coat. Also, while epoxy coatings cure, moisture can cause the coating to “blush”, a reaction between water vapor and carbon dioxide with amines, a common curing agent in epoxy coatings, which results in a sticky or greasy surface.</td>
<td>Use of a dehumidification system during interior blasting and while the coating cures can reduce the opportunity for flash rusting and blushing.</td>
<td>Including a dehumidification system as a separate bid item can provide clarity to the Contractor and flexibility to the District. Dehumidification can reduce schedule delays and claims from contractors from problems caused by moisture.</td>
</tr>
<tr>
<td>Mobilizing and erecting scaffolding equipment inside a tank through a standard 30” manway can be time consuming and costly for larger tank recoating projects.</td>
<td>Including the option for a Contractor to cut in a door sheet out of the tank can offer flexibility to mobilize a mobile manlift or other equipment for project work.</td>
<td>Mobilizing an interior mobile manlift system versus erecting scaffolding, can reduce the overall schedule of a project and can result in a cost savings to the Owner.</td>
</tr>
<tr>
<td>A common additive to newer epoxy coating systems is Zinc, for corrosion protection. However, Zinc is listed as a hazardous material by the State of California. Thus, after blasting epoxy coatings, spent abrasives can be considered hazardous material and must be disposed of properly.</td>
<td>While commonly used for lead abatement, some work has shown that the additive Blastox® has an effect on the leachability of Zinc and can help characterize the waste stream as non-hazardous.</td>
<td>Requiring the addition of Blastox® to the Contractor’s blast media may help minimize the classification of the waste stream as hazardous. If Zinc is present, it will require strict handling and disposal requirements.</td>
</tr>
<tr>
<td>The Coatings Assessment reservoir R4-3 Report indicates that the interior roof coating is in poor condition and raw steel is exposed in many areas. Some of the roof structural members may need to be replaced or rehabilitated as part of project, which can be difficult to quantify during the bid phase.</td>
<td>Include additive bid items to allow flexibility in rehabilitation, based on the actual work needed. Receiving a competitive bid price for pit filling and resurfacing or roof rafter replacement minimizes costs and change order management, if the work is needed.</td>
<td>Reduces time negotiating change orders if costs for various rehabilitation work is included in the original competitive bid. The District is likely to experience a cost savings with this proactive approach.</td>
</tr>
</tbody>
</table>

*For California American Water’s 6.0 MG Janss tank, the Contractor installed a door sheet, allowing for the mobilization of a manlift inside, reducing both schedule and cost of erecting and removing interior scaffolding. Dehumidification equipment was also used on the Project, resulting in no flash rusting and blushing.*
Proper Document Management is Essential to Deliver a High-Quality Project

WSC’s central role on this project will be to manage the flow of information and documents between District, Contractor, and Coating Inspector. This not only includes establishing and maintaining a formal process for documentation and flow of information, but it also includes active encouragement of good communication among project team members that is clear, thorough, honest, open, and frequent. WSC’s approach to managing communication and document control throughout the project includes the following basic strategies:

- **Maintain thorough documentation.** Christy and Kay will document project activities, conversations, decisions, and reference information. They will use a variety of means including telephone conversation records, written reports, meeting minutes, document transmittals, decision and action logs, correspondence templates, document logs, and written follow-up.

- **Keep all documents and records organized and accessible.** In addition to maintaining the hardcopy files, WSC will employ an Excel-based document tracking spreadsheet and will allow reliable access to information such as RFI/RFC status, submittal tracking, document logs, and contract change information.

- **Encourage and maintain frequent communication.** Day to day, communications among the parties takes place formally (written correspondence, submittals, reports, structured meetings) and informally (on-site conversations, telephone calls, impromptu meetings). The best way to avoid a lapse in communication or a coordination breakdown is to proactively employ formal and informal communication methods to keep the flow of information fresh, relevant and productive.

Recurring Meetings & Activities Minimize Schedule Delays

The recurring activities defined in the contract documents and prescribed by industry best-practice, set the structure for cooperative construction management and minimize schedule delays through regular and open communication. The activities include progress meetings, pay estimates, weekly progress reporting, and schedule updates. The recurring activities are the basic machinery for transferring information, making decisions, and identifying potential risks. With the project anticipated to begin in March, and with a 120 calendar day construction window, keeping the project on schedule will be imperative to having the reservoir back online before heavy summer demands.

For example, the progress meetings typically follow the same structure every week, including basic topics such as: submittal, RFI, and contract change status; operations coordination; two-week schedule projections; old business; and new business. WSC uses the progress meetings to set expectations, track and resolve issues, transfer key information, coordinate activities, solve problems, communicate concerns, and reinforce the City’s priorities. The meetings are an opportunity to discuss upcoming schedule issues and identify opportunities and solutions to mitigate delays. WSC’s Construction Manager will lead every meeting and prepare clear and complete meeting notes. The project team quickly comes to depend upon this recurring forum and the reliable and familiar structure drives transparency, builds shared accountability, and encourages cooperation.

**WSC has worked seamlessly as an extension of our staff to assist us in the pre-design, permitting, final design and construction administration of many of our infrastructure replacement projects. Their involvement has improved our ability to stay on scope and on budget while meeting the ever increasing number of stakeholder concerns.**

Richard Svindland, PE, President
California American Water

With the project anticipated to begin in March, and with a 120 calendar day construction window, keeping the project on schedule will be imperative to having the reservoir back online before heavy summer demands.
WSC proposes weekly progress meetings to keep the contractor accountable and proactively managing their schedule. The weekly meeting minutes can be used by the District to communicate with internal stakeholders and transfer key information to the Board. The periodic reports will include: schedule status summary and contractor conformance; budget status; key issues, risks, and recommendations; safety summary; and representative photographs of work accomplished during that period.

**Proactive Dispute Avoidance & Resolution Leads to Fewer Claims**

As the District’s Construction Manager, WSC will be the central conduit for communication between the Contractor, the District’s Engineer, and Coating Inspector. Our role is integral to managing requests for modifications in the Drawings and Specifications. Regardless of the good work that the consultant who prepared the contract documents has done, there will be differing site conditions, operational complications, equipment compatibility issues, conflicts or problems with the contract documents, and scope changes throughout construction of the project that way necessitate changes. As outlined in our Scope of Work, WSC applies a systematic approach to change order management so that contract changes are handled efficiently and fairly.

Experience has taught us that the best way to resolve a conflict is to avoid it in the first place. WSC will take actions to avoid disputes including:

- Help the District to allocate risks clearly and fairly based on the Contract Documents
- Perform contract obligations on-time and maintain complete records
- Define problems quickly and work diligently to contain the condition and minimize impacts
- Cooperate with other team members and remain flexible

If conflicts do arise, WSC will lead efforts to resolve the issues outside of litigation. We will apply our experience and expertise within the framework established in the Contract Documents to work towards an acceptable outcome.

WSC will give the District a clear picture of the substance and implications surrounding a potential change so that the District can make a well-informed decision.

"Your hard work and dedication really helped us during the construction of Lift Stations #2 and #3. Morro Bay knows that both before and during the construction phase you worked tirelessly to keep the project on time, under budget, and with diligent quality assurance. Furthermore, you do this all with a fantastic attitude and willing disposition."

Jarrod Whelan, PE, Assistant Engineer
City of Morro Bay
Summary of Responsibilities

Below is a breakdown of the WSC and District’s Engineer’s responsibilities for this project. Clear delineation of responsibilities reduces duplicative efforts and reduces opportunity for incomplete work.

<table>
<thead>
<tr>
<th>Task</th>
<th>Responsibility</th>
<th>WSC</th>
<th>District’s Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule review</td>
<td>Review and Report</td>
<td>Consult for acceptability</td>
<td>Attend</td>
</tr>
<tr>
<td>Conferences</td>
<td>Organize, attend, and document</td>
<td></td>
<td>Attend</td>
</tr>
<tr>
<td>Liaison</td>
<td>Liaison between District, Contractor, and third-party coating inspector</td>
<td>Provide coating inspector and contractor contact information</td>
<td></td>
</tr>
<tr>
<td>Shop Drawings and Samples</td>
<td>Route for review; Advise the team, including the contractor, if work begins without an approved submittal</td>
<td>Review shop drawings and samples for conformance with Contract Documents</td>
<td></td>
</tr>
<tr>
<td>Review of Work</td>
<td>Conduct periodic on-site observations and record findings; Report and advise District on next steps if work is unsatisfactory</td>
<td></td>
<td>Review reports and provide decision on next steps.</td>
</tr>
<tr>
<td>Interpretation of Contract Documents</td>
<td>Transmit clarifications to and from the Contractor</td>
<td>Provide clarifications and interpretations of Contract Documents</td>
<td></td>
</tr>
<tr>
<td>Modifications</td>
<td>Evaluate Contractor suggested modifications; Provide recommendations</td>
<td>Review recommendations; Provide final action</td>
<td></td>
</tr>
<tr>
<td>Change Orders</td>
<td>Analyze and make recommendations</td>
<td>Review recommendations, Provide final action</td>
<td></td>
</tr>
<tr>
<td>Records</td>
<td>Maintain digital files</td>
<td>Access to records</td>
<td></td>
</tr>
<tr>
<td>Reports</td>
<td>Furnish periodic reports of progress; Consult with District in advance of important phases of work</td>
<td>Review reports; Confirm important phases of work can commence</td>
<td></td>
</tr>
<tr>
<td>Payment Requisitions</td>
<td>Review Contractor and coating inspector pay applications and confirm certified payroll is submitted to DIR</td>
<td>Approve pay applications and submit to the District for payment</td>
<td></td>
</tr>
<tr>
<td>Guarantees, Certificates and O&amp;M Manuals</td>
<td>Verify documents received are applicable to the items installed and route to the Engineer for review</td>
<td>Review documents for accuracy and completeness before providing to the Owner</td>
<td></td>
</tr>
<tr>
<td>Completion</td>
<td>Provide punch list for substantial completion; Conduct final inspection and prepare punchlist; Verify final punchlist is completed and make recommendations concerning acceptance</td>
<td>Attend final inspection</td>
<td></td>
</tr>
<tr>
<td>Coating Inspection</td>
<td>Schedule inspection needs with third-party inspection firm</td>
<td>Hire third-party coating inspection firm</td>
<td></td>
</tr>
</tbody>
</table>
## Project Schedule

WSC has available, local resources to meet the needs of the project. A brief schedule is provided below to summarize our understanding of the project duration. The scope and fee is based on a 4-month construction duration.

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable / Milestone</th>
<th>Format / Copies</th>
<th>Estimated Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>District Approval of Contract</td>
<td>Electronic</td>
<td>March 1, 2018</td>
</tr>
<tr>
<td></td>
<td>Notice to Proceed</td>
<td>Electronic</td>
<td>March 15, 2018</td>
</tr>
<tr>
<td>2.2</td>
<td>Preconstruction Conference</td>
<td>In-person meeting</td>
<td>March 2018</td>
</tr>
<tr>
<td></td>
<td>Begin Construction</td>
<td></td>
<td>March 2018</td>
</tr>
<tr>
<td>2.2</td>
<td>Progress Meetings</td>
<td>In-person</td>
<td>Assumed weekly</td>
</tr>
<tr>
<td>2.5</td>
<td>Field Observation</td>
<td>In-person</td>
<td>As needed, assumed six (6) visits</td>
</tr>
<tr>
<td></td>
<td>Project Completion</td>
<td></td>
<td>July 2018</td>
</tr>
</tbody>
</table>
Scope of Work

TASK 1.0 PROJECT MANAGEMENT & QA/QC

1.1 Project Administration & QA/QC

➢ WSC will provide project administration and coordination, and perform quality control reviews of all deliverables to the District. Prepare monthly progress reports to be submitted with each monthly invoice. Budget is based on a 120 calendar day contract duration.

TASK 2.0 CONSTRUCTION MANAGEMENT

2.1 Schedules

➢ WSC will review the construction progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor. WSC will consult with the District’s Engineer concerning their acceptability. Evaluate logic between construction activities, key activity durations and critical path activities.

2.2 Conferences

➢ Pre-Construction Conference

(1) WSC will attend and document one pre-construction conference. Prepare and distribute meeting minutes to those in attendance. The budget is based on one (1) two (2)-hour meeting attended by WSC’s Construction Manager.

➢ Progress Meetings

(1) WSC will plan, organize, attend, and document progress meetings, as-needed, with the Contractor in consultation with the District’s Engineer. At a minimum, meeting attendees will review the contractor’s three (3) week look ahead schedule, review status of submittals, requests for information or clarification, and potential change orders, and address issues affecting performance of the work. The budget is based on 12 (twelve) weekly one (1) hour meetings attend by WSC’s Construction Manager. WSC assumes these meetings will be conducted at the project site.

2.3 Liaison

➢ Serve as the District’s liaison with the Contractor, working principally through the Contractor’s superintendent and assist him in understanding the intent of the Contract Documents.

➢ Assist in obtaining additional details or information, when required at the job site for proper execution of the Work. Consult with the District in advance regarding major testing, inspections, or important phases of the project.

➢ Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the District or others, except instructions transmitted through the District’s Engineer the Contractor itself.

➢ Consult with the District’s Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.

➢ Coordinate with District operations staff, as necessary, for shutdowns, tie-ins, and any other activity related to the District’s existing system.

➢ Coordinate third-party coating inspection needs.
2.4 Shop Drawings and Samples

- Receive, track, and route submittals, including but not limited to Shop Drawings, Product Data, Samples, and Material Substitution Requests for compliance with the Contract Documents and provide responses from the District Engineer to the Contractor. Maintain and update a record of submittals, copies of submittals supplied by the contractor, and a record of all actions taken on submittals.

- The budget is based on tracking and routing twenty (20) submittals, including some re-submittals.

- Receive samples furnished at the site and notify the District’s Engineer of their availability for review.

- Advise the District’s Engineer and Contractor immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the District’s Engineer.

- Abrasive blasting may reveal areas requiring structural rehabilitation and submittals may be required. The budget is based on six (6) hours for submittal review.

2.5 Review of Work, Rejection of Defective Work, Inspections and Tests

- WSC will conduct on-site observations of the Work in progress to assist the District’s Engineer in determining that the project is proceeding in accordance with the Contract Documents and that completed Work will conform to the requirements of the Contract Documents. Budget is based on fourteen (14) weekly, thirty (30) minute site visits conducted by WSC’s Construction Manager separate from the scheduled progress meetings. These meetings will not be planned in advance with the contractor.

  (1) Milestone on-site observation services serve to review compliance with the contract documents. These milestone observations do not constitute a complete Quality Control inspection program and will be provided to observe periodic, general compliance with the contract documents only.

- Report to the District’s Engineer whenever it is believed that any Work is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made; and advise the District’s Engineer when they believe the Work should be corrected, rejected, or should be uncovered for observation, or requires special testing or inspection. WSC will consult with the coating inspector for recommendations.

- Verify that tests, equipment, and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe record and report to the District’s Engineer appropriate details relative to the test procedures and start-ups.

- Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to the District’s Engineer. The budget assumes two (2), one (1) hour visit is required. Additional visits can be added at a cost of $700/visit. When feasible, WSC will try to combine visits with on-site observations or progress meetings to reduce costs.

2.6 Interpretation of Contract Documents

- Receive, track, and route the Contractors inquiries and questions regarding the Contract Documents to the District’s Engineer. Track and transmit the District Engineer’s clarifications and interpretations of the Contract Documents to the Contractor.
2.7 Modifications

➢ Receive, consider, and evaluate the Contractor’s suggestions for modifications in Drawings or Specifications and report them with recommendations to the District’s Engineer.

➢ Perform Change Order Analysis and make recommendations to the District’s Engineer.

   (1) Receive and evaluate change order requests from the Contractor and District and assign each request and any resulting change order a discrete number for tracking, filing, and processing purposes.

   (2) Coordinate review, evaluation, and negotiation of the change order request with the District’s Engineer and Contractor as appropriate. Evaluate the technical merit of change order requests with respect to schedule, claims management, project cost, design plans, system operations, conflicts, constructability, delays, and project requirements.

   (3) Assist the District’s Engineer to determine approval or rejection of change order requests in full or part of initial request. Provide written recommendations to the District’s Engineer as appropriate. Provide District Engineer’s written response(s) to the Contractor.

   (4) Prepare change orders and related documents once the District’s Engineer has approved the proposed change order request. Secure Contractor’s signature and forward change order to District for signature.

➢ WSC will have no authority to issue changes or modifications to the contract documents. All proposed change orders will be submitted to the District’s Engineer for review and final approval.

➢ The budget is based on reviewing and processing two (2) change order requests.

2.8 Records

➢ WSC will maintain a Project File Database.

   (1) Prepare logs to file, track, and process correspondence, submittals, RFIs/RFCs, and other documents. Logs will be in Microsoft Excel format. Project correspondence will be conducted via email whenever possible and project documents will be transmitted and stored in digital format. Upon project completion, WSC will provide an electronic copy of the project file database via Sharefile for the District to download.

➢ Maintain digital orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, and Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the District Engineer’s clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents. Hard copy Contract Documents should be maintained on-site by the Contractor. WSC will bring a hard copy whenever visiting the site. For the days spent on-site, WSC will keep a daily log, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. WSC will provide copies to the District’s Engineer.

➢ WSC will maintain a digital record of names, addresses, and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials to the site.
2.9 Reports

- Furnish periodic reports of on-site observations as required by Task 2.5 of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions. The reports are to be accompanied with photographic documentation of project progress. Report and photographs can be submitted in digital format. Reports are due no later than two (2) days following the review of the work performed and shall be submitted to the District's Engineer. The budget is based on preparing two (2) summary reports.

2.10 Payment Requisitions

- Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the District's Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site, including final retention, substantially complete and recommended filing of Notice of Completion. The budget is based on reviewing four (4) contractor pay applications.

- Receive, review, and confirm pay requests from coating inspector. Verify coating inspection hours based on the inspector's daily logs. Forward the pay request with recommendations to the District's Engineer. The budget is based on reviewing three (3) inspection pay applications.

- As required by the California Department of Industrial Relations (DIR), the District will be responsible for filing an electronic PWC-100 form within five (5) days of awarding the contract. WSC will ensure the Contractor and coating inspector are registered with DIR for compliance monitoring and confirm certified payroll is submitted monthly in conformance with the Labor Code.

2.11 Guarantees, Certificates, Maintenance and Operation Manuals

- During the course of Work, verify that guarantees, certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and submit this material to the District's Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

2.12 Completion

- Substantial Completion Inspection

  (1) Review contractor’s request for substantial completion and list of incomplete work. Conduct a pre-final inspection with the District’s Engineer and contractor. Record inspection results, and provide a list of incomplete work to the Contractor.

  (2) Before the District issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.

- Final Completion

  (1) Conduct a final inspection with the District, District’s Engineer, and Contractor. Prepare a final list of items to be corrected.

  (2) Once WSC verifies the work is 100% complete, WSC will provide written recommendation to the District’s Engineer concerning acceptance.

ASSUMPTIONS

- WSC understands that the scope of the project lies entirely within District property and that no easement or property acquisition is required.

- District will prepare conformed construction documents and distribute one hard copy to WSC.

- WSC understands that any required permits will be obtained by the Contractor.

- WSC understands that the District will provide all reprographics needs.
Scope of Work

- The District will provide a third-party coating inspector.
- The District will provide any special inspections that are required.
- The District will provide any materials testing required.
- Contractor and third-party coating inspector will maintain as-built records.
- District staff will manage the District’s water demand needs during construction.
- There are no environmental permits or mitigation measures required.
- Third-party coating inspection firm will review the coating and abrasives submittal.
- If awarded, a Task Order will be provided as an extension of the existing On-Call contract.
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Directly Relevant, Recently Completed Experience

The following table includes project descriptions that have been recently completed, or are currently being worked on, by the proposed project team. Additionally, WSC included a section identifying how each of these projects is relevant to the Steel Reservoir 4-3 Interior Rehabilitation and Exterior Coating Project.

**Angel’s Camp Reservoir** — Big Bear Lake Department of Water & Power, Big Bear Lake, CA

WSC managed the planning, design, and construction of a 1 MG welded steel potable water reservoir as part of their 2013 Water Systems Improvement Program. The Angel’s Camp Reservoir Project included 2,750 LF of 12-inch transmission main, 1,500 LF of paved access road, and other site improvements. Tasks included serving as main point of contact for the owner, coordinating weekly progress meetings, RFI responses, submittals, inspection, and change order negotiations. WSC prepared front end contract documents for existing bid packages to comply with US Department of Agriculture requirements, and assisted in identifying funding sources and preparing application packages. WSC also provided design services for the program.

**Relevance to West Valley Water District**
- Provided construction management services for an above ground welded steel potable water reservoir.
- Served as the main point of contact for the Owner during the construction phase of the project.
- Managed contractor schedule, submittals, inspection, pay requests, contract changes, and RFIs.

**Reference Information**
Mr. Reginald Lamson, PE, PLS
41972 Garstin Drive, Big Bear Lake, CA
92315
(909) 866-5050, ext. 201

**Janss Tank Rehabilitation** — California American Water, Thousand Oaks, CA

WSC managed the rehabilitation of California American Water’s 6.0 MG above-ground steel tank, originally constructed in 1986. WSC worked with a separately contracted third-party coating inspector to manage the tank rehabilitation and coating. WSC reviewed project schedules, held and facilitated coordination meetings with the Contractor, reviewed inspection and test reports, managed pay requests, and negotiated change orders. WSC also helped confirm proper compliance procedures were being followed for the disposal of spent abrasive blast material.

**Relevance to West Valley Water District**
- Janss Tank is similar capacity to WVWD reservoir R4-3.
- Coordinated with specialty third-party coating inspector.
- Served as the Owner’s representative to manage the rehabilitation of the Janss Tank.

**Reference Information**
Tom Boyle
2439 West Hillcrest Dr.
Newbury Park, CA 91320
(805) 498-1266 ext. 2802

**Time Period of Project**
December 2013 - October 2014

CM Services for Steel Reservoir 4-3 Interior Rehabilitation & Exterior Coating Project
West Valley Water District
Rowe Reservoir Retrofit — Big Bear City Community Services District, Big Bear, CA

WSC is providing design and construction management services for the interior recoating, exterior spot repairs, roof coating, and structural retrofits for a 2.5 MG welded steel tank.

The project consists of structural retrofits to restore and enhance seismic and structural integrity as well as coating and painting modifications for corrosion protection. Structural retrofits include the addition of lateral and diagonal bracing and installation of flexible couplings at both inlet and outlet penetrations. Coating and painting modifications include spot repairs to the exterior paint and interior coating system. In addition, the project includes the replacement of the center vent screen as well as the addition of a personal fail restraint system to provide access to the entire roof.

Relevance to West Valley Water District

- WSC is working with Harper and Associates Engineering for inspection on the retrofit project.
- Familiarity with the client and area enables seamless integration with the Owner’s team.
- Coating and painting modifications include spot repairs to the exterior paint and interior coating system.

Reference Information

Jerry Griffith
139 East Big Bear Blvd.
Big Bear City, CA 92314
(909) 584-4008

Time Period of Project

July 2017 - Present

Wildwood Tank Rehabilitation — California American Water, Thousand Oaks, CA

WSC managed the rehabilitation of California American Water’s 250,000 gallon above-ground steel tank, originally constructed in 1980. Rehabilitation included interior and exterior abrasive blasting, full interior and exterior coating with an epoxy-based coating system, and coating a hydro pneumatik tank and pumping station onsite.

WSC reviewed project schedules, held and facilitated coordination meetings with the Contractor, reviewed inspection and test reports, managed pay requests, and negotiated change orders. WSC also helped ensure proper compliance procedures were being followed for the disposal of spent abrasive contaminated with lead from the old coating system. WSC also managed a second Contractor to operate a temporary pumping system, needed to maintain fire flow when the zone’s only tank was out of service. WSC coordinated with the local fire department to confirm fire flow requirements were being met.

Relevance to West Valley Water District

- Coordinated with specialty third-party coating inspector.
- Served as the Owner’s representative to manage the rehabilitation of the Wildwood Tank.
- Ensured proper compliance procedures were followed.

Reservoir 121 Construction & Reservoir 109 Retrofit — Victor Valley Water District, Victorville, CA

Prior to joining WSC, Christy Stevens managed the design and preparation of construction documents for a new 500,000 gallon welded steel reservoir and retrofits to an existing 500,000 gallon welded steel reservoir. Reservoir 109 was the only storage tank in an isolated pressure zone. Reservoir 121 was constructed on the same confined site and had to be brought online before 109 could be taken offline for much needed repairs and retrofits. She acted as Resident Engineer during the construction phase of the project; tasks included reviewing submittals, responding to RFIs, and reviewing and negotiating change orders.

Relevance to West Valley Water District

- Managed a complicated construction schedule to get the new tank online prior to retrofitting the existing tank.
- Managed the construction of retrofits to a welded steel reservoir.
- Reviewed submittals, responded to RFIs, and reviewed and negotiated change orders.
References

Los Robles Tank No. 1 Replacement — California American Water, Thousand Oaks, CA
The project included the replacement of a 140,000 gallon bolted steel reservoir with a 400,000 gallon welded steel reservoir as a result of seismic and storage deficiencies. WSC prepared the grading plan, demolition plan, and site piping plan for the replacement reservoir. The tank demolition specifications included requirements for the handling and disposal of the existing steel that had chromium and lead-based pigments in the coating. The project included the realignment and of an existing drainage swale. Careful consideration was given to the location of the tank due to restricted site area. WSC coordinated the permitting efforts, managing the schedule and budget, managing public outreach efforts, and managing contract administration during construction.

Relevance to West Valley Water District
- Collaborated with engineering and operations staff to ensure project success.
- Served as the Owner’s representative during the construction phase of work.
- Built in accordance with California’s strict seismic requirements.

Ventura District Steel Reservoir Rehabilitation & Restorations — California American Water, Ventura, CA
WSC provided project management support for the restoration and rehabilitation of six separate above grade steel reservoirs for CAW’s Ventura District. The general scope of work for each project included recoating each tank, adding new air vents, adding tamper-resistant overflow system, adding secure/vandal deterrent ladders and new manholes.
For the Las Posas Tank, CAW structurally reinforced the reservoir through the addition of a ring-wall foundation poured monolithically using sacrificial supports as shown in the picture to the left. WSC’s responsibilities included managing the schedule, leading meetings, processing invoices, and negotiating change orders. WSC also managed all the permits associated with the project as well as invoice review and approval and monthly budget tracking.

Relevance to West Valley Water District
- The WSC team completed this project efficiently and cost-effectively.
- Proper coating systems were critical to future longevity of the tanks.
- Seismically upgraded a tank to comply with current seismic code for water reservoirs.

Reservoir Rehabilitation Projects — California American Water, Ventura District, CA
Provided program management for the rehabilitation of three hopper-bottom style rectangular reservoirs. Improvements to the reservoir included relining the reservoirs with a coated geomembrane liner and replacing a corrugated steel truss roof system with an aluminum geodesic dome. WSC managed the design and construction of the reservoirs as the Owner’s representative. The 600,000 gallon Moorpark Reservoir, 1.6 MG Pace Reservoir, and 1.8 MG Potrero Reservoir replacement projects were designed by a single design engineer and prepared concurrently to save project costs. In addition to the liner and roof replacement, many onsite improvements were completed, including reconstructing access roads and improving site conditions around the reservoir. As a part of the project, WSC reviewed all design submittals, managed the bidding process, coordinated meetings, obtained necessary permits, and managed construction efforts.

Relevance to West Valley Water District
- Served as the Owner’s representative for the project.
- Reviewed design plan and specifications and coordinated and obtained all permits.
- Coordinated RFIs, RFCs, change order request, pay requests, inspection.
Appendix A. Exceptions to Insurance & Indemnity Requirements

Appendix B. Resumes
Christy L. Stevens, PE

Professional Experience

Ms. Stevens has more than 13 years of engineering experience working for a public utility and as a consulting engineer. She is based out of WSC’s Rancho Cucamonga office and has the availability to cover all major aspects of the construction management work. Christy has been responsible for the construction management, permitting, and/or design of more than 10 reservoir projects in California. Her background allows her to effectively serve as the District’s agent and be a valuable resource for the District’s Engineer. She has extensive design experience which allows her to understand and communicate the intent of the Contract Documents with the Contractor and act as the District’s liaison.

Representative Projects

City of Big Bear Lake Department of Water and Power, Angel’s Camp Reservoir, Big Bear Lake, CA. Construction Manager. Managed the planning, design and construction of a 1 MG welded steel potable water reservoir. The Angel’s Camp Reservoir Project included 2,750 LF of 12-inch transmission main, 1,500 LF of paved access road, and other site improvements. Tasks included serving as main point of contact for the owner, coordinating weekly progress meetings, RFI responses, submittal and pay estimate reviews, and change order negotiations. WSC prepared front end contract documents for existing bid packages to comply with US Department of Agriculture requirements, and assisted in identifying funding sources and preparing application packages.

Big Bear City Community Services District, Rowe Reservoir Retrofit, Big Bear, CA. Construction Manager. Providing design and construction management services for the interior recoating, exterior spot repairs, roof coating, and structural retrofits for a 2.5 MG welded steel tank. The project consists of structural retrofits to restore and enhance seismic and structural integrity as well as coating and painting modifications for corrosion protection. Structural retrofits include the addition of lateral and diagonal bracing and installation of flexible couplings at both inlet and outlet penetrations. Coating and painting modifications includes spot repairs to the exterior paint and interior coating system. In addition, the project includes the replacement of the center vent screen as well as the addition of a personal fall restraint system to provide access to the entire roof.

California American Water, Rosemead Reservoir and Booster Pump Station, City of Rosemead, CA. Project Manager. Managed the permitting and design of the Rosemead Booster Pump Station and Cr(VI) Treatment and the construction of the Rosemead Reservoir, Booster Pump Station and Cr(VI) Treatment. Tasks include preparing the booster station and treatment design RFP, bidding, consultant selection, contract management, and construction management.

Reservoir 121 Construction & Reservoir 109 Retrofit, Victor Valley Water District, Victorville, CA. Project Manager. Managed design and preparation of construction documents for a new 500,000 gallon welded steel reservoir and retrofits of an existing 500,000 gallon welded steel reservoir. Reservoir 109 was the only storage tank in an isolated pressure zone. Reservoir 121 was constructed on the same confined site and had to be brought online before 109 could be taken offline for much needed repairs and retrofits. Acted as resident engineer during construction phase of the project; tasks included reviewing submittals, responding to RFIs, and reviewing and negotiating change orders.
City of Big Bear Lake Department of Water and Power, Construction Management for the 2013 Water System Improvements, Big Bear Lake, CA. Construction Manager.  
Project involved constructing 1,500 LF paved access road and 2,750 LF of 12-inch transmission main; 100 gpm well pumping plant, with CMU building, site improvements and 5,600 LF of 8-inch transmission main and; a duplex 500 gpm booster station with CMU building, site improvements and 800 LF of 8-inch transmission main. The projects were organized in to four separate but overlapping contracts for a total capital investment of $2.87 M. Primary point of contact for the Owner and Contractors. Coordinate biweekly progress meetings, RFI responses, submittal and pay estimate reviews, and change order negotiations.

Zone 2 Balancing Pipeline, Victorville Water District, Victorville, CA. Project Manager. Managed design of pipeline plans and prepared specifications for 8,550 LF of 30-inch DIP. The four reservoirs at the El Evado site were being underutilized as piping restrictions did not allow the reservoirs to fill to capacity. Installing a dedicated balancing main between these and the reservoirs on the east side of the I-15 freeway allowed the reservoirs to float at a similar level providing the district with 1.6 MG additional storage. Acted as resident engineer during construction phase of the project; tasks included reviewing submittals, responding to RFIs, and reviewing and negotiating change orders.

City of Big Bear Lake Department of Water and Power, Construction Management for the 2011 Water System Improvement Projects: Pipeline Replacements – Construction Contracts 1a, 4 and 5. Construction Manager. Project involved installing more than 28,900 LF of 8-inch PVC pipeline for a total capital investment of 4.5 million dollars. The projects were organized into three separate construction contracts that proceeded simultaneously along with two well equipping contracts. Primary point of contact for the Owner and Contractor. Coordinate biweekly progress meetings, RFI responses, submittal and pay estimate reviews, change order negotiations and prepared reimbursement requests for grant and low interest loans which funded the majority of the project.

City of Big Bear Lake Department of Water and Power, Construction Management for the 2011 Water System Improvement Projects: Well Equipping – Construction Contracts 6A and 6B. Construction Manager. Project involved equipping three previously drilled municipal-supply water wells with submersible pumps and one package filtration plant. The projects were organized into two separate construction contracts that occurred simultaneously along with three pipeline contracts. Main point of contact for the Owner and Contractor. Coordinated biweekly progress meetings, directed the flow of RFI’s, submittal and pay estimate review, change order negotiations and prepared reimbursement requests for grant and low interest loans which funded the majority of the project.

Big Bear Lake Department of Water and Power, Sawmill Well Pumping Plant, Big Bear Lake, CA. Project Engineer and Construction Manager. Providing design services for a 350 gpm well pumping plant, which includes site improvements and a CMU building. Project includes the design of over 600-ft of 6-inch PVC pipeline to connect the new well to the existing distribution system. Following the design phase, WSC will provide construction management services during well construction.

Big Bear City Community Services District, Peter Pan Area Phase 1 and Sheridan Drive Water Main Replacements, Big Bear City, CA. Project Engineer and Construction Manager. Prepared design plans and technical specifications, permit support, bid phase support and construction management for 9,150 LF of 8-inch PVC main to replace 2-inch and 4-inch cast iron and 4-inch asbestos concrete water mains. Obtained Caltrans and San Bernardino County Public Works permits. The replacement mains will be installed within the street right-of-way along with new services, valves, fire hydrants, air vacs, blow-offs and tie-ins to the existing water system. The existing mains and customer services will be disconnected from the water system and abandoned in place.

Christy L. Stevens, PE - Page 2
Joshua H. Reynolds, MS, PE

Professional Experience

Mr. Reynolds has over 18 years of construction management, planning, and design experience in California. His experience allows him to see the project from a holistic perspective and identify potential areas of concern early in the process. His diverse background enables him to develop creative solutions, conduct value engineering, and effectively meet schedule demands. As Vice President of WSC, Joshua provides direct accountability to the District and the authority to mobilize the necessary resources to meet the demands of the project.

Representative Projects

California American Water, Los Robles Tank #1 Replacement, City of Thousand Oaks, CA. Technical Advisor. Advised the planning, design, permitting, and construction of the Los Robles Tank #1 replacement project. Project includes the replacement of a 140,000 gallon bolted steel tank with a 400,000 gallon welded steel reservoir. Prepared the grading plans, demolition plan, and site piping plans. Tasks include scheduling and budget management, technical oversight over design, permitting coordination, overview of design documents, and contract administration.

California American Water, Reservoir Replacements, City of Thousand Oaks, CA. Technical Advisor. Advised the planning, design, permitting, and construction of the Pace, Potrero #1, and Moorpark Reservoir replacement projects. Project includes the replacement of the liner, roof, and structural improvements for three rectangular hopper bottom style reservoirs with capacities of 600,000, 1,600,000 and 1,800,000 gallons. Tasks include scheduling and budget management, technical oversight over design, permitting coordination, overview of design documents, and contract administration.

City of Big Bear Lake Department of Water and Power, 2013 Water System Improvements, Big Bear Lake, CA. Senior Project Engineer. Prepped design plans and specifications for the Angel’s Camp Reservoir, a 1.0 MG welded steel potable water reservoir with a 1,500 LF paved access road and 2,750 LF of 12-inch transmission main. Preparing design plans for the Arrastre Creek Well Pumping Plant, which includes the pump station, a CMU building and site improvements. The well is being drilled concurrently under separate contract and the production capacity is anticipated to be 200 gpm. The project includes 5,600 LF of 8-inch transmission main.

City of Morro Bay, On-Call Construction Management Services, Morro Bay, CA. Resident Engineer. Performed on-call construction management services for several of the City’s water and wastewater infrastructure improvement projects including upgrades to two (2) of the City’s sewer lift stations, installation of new forcemain, gravity sewer rehabilitation and new water distribution pipelines.

City of Arroyo Grande, Reservoir 1 Replacement Project, City of Arroyo Grande, CA. Project Engineer. Prepared construction documents for a 2.0 million gallon buried concrete water storage tank. Duties included preparation of site grading plans, waterline alignment and details, storm drain alignment, coordination of dry utility relocation, and construction phasing documents.

City of Paso Robles, 21st Street Reservoirs, Paso Robles, CA. Project Engineer. Prepared construction documents for 2 buried concrete reservoirs with a volume of 3 million gallons each. Responsibilities included access road design, storm drainage design, water main design, sanitary sewer design, site grading, and specification preparation.
Nipomo Community Services District, Waterline Intertie Project, Nipomo, CA. **Project Engineer.** Prepared plans and specifications for design of water transmission, metering, pumping, and treatment facilities to deliver supplemental water to the District. Project components included design of 15,800 LF of 12-inch diameter PVC transmission main; 1,150 LF of 24-inch diameter ductile iron pipe main with 40-ft of cover; 5,100 LF of 18-inch ductile iron pipe transmission main; 2,650 LF of 30-inch diameter HDD under the Santa Maria River and up onto the Nipomo Mesa; 200 LF of 36-inch diameter jack and bore under the levee of the Santa Maria River; 200 LF of 28-inch diameter jack and bore under Highway 101; 175 LF of 36-inch diameter jack and bore under the Blosser Ditch; magnetic flow metering and flow control station; five (5) pressure reduction valve stations in Nipomo to create a new pressure zone; 500,000-gallon buried concrete reservoir; transmission pump station with four (4) 100-hp vertical turbine pumps; four (4) well head chloramination systems; and a chloramine monitoring and boosting station.

**City of Big Bear Lake Department of Water and Power, 2010 Water System Improvements Program, Big Bear Lake, CA. Resident Engineer.** Managed the construction of 6,700 LF of 8 to 10-inch PVC pipeline, drilling of two new municipal supply wells, and equipping of two new municipal supply wells. The projects are organized into three separate construction contracts that proceeded simultaneously. Oversaw the efforts of two prime contractors and three design engineers in delivering this program.

**City of Paso Robles, Sulfur Spring Rehabilitation Project, Paso Robles, CA. Project Manager/Resident Engineer.** The Project included construction of 1,300 LF of 10-inch HDPE pipeline, a subsurface collection field, percolation field, 1,100 LF of 12-inch HDPE installed by HDD, 800 LF of 18-inch storm drain, 250 LF of 24-inch casing installed by jack and bore, rehabilitation of a street pavement section, backfilling the parking lot sink hole, and repaving the parking lot. Acted as resident engineer during construction phase of the project, services included coordination of specialty inspections, documenting the work, managing submittals, responding to RFIs, tracking change orders, preparing monthly status reports, reviewing pay request, and reviewing contractor’s work for conformance to plans and specifications. Conditions required realignment of the pipe to avoid contaminated soil, design of an accessible sidewalk and ramp, and an exfiltration trench.

**City of Paso Robles, Lift Station #4 Replacement, Paso Robles, CA. Project Manager/Resident Engineer.** Prepared design documents for duplex 5-hp submersible pump lift station rated at 200-gpm. Acted as resident engineer during construction phase of the project, services included documenting the work, managing submittals, responding to RFIs, tracking change orders, reviewing pay request and reviewing contractor’s work for general conformance to the plans and specifications.

**Central Contra Costa Sanitary District, South Orinda Sewer Improvements. Construction Inspector.** Provided Construction Observation and Inspection services for construction of $4.5M sewer improvement project. The project included construction of approximately 8,000 LF of 36-inch diameter reinforced concrete pipe trunk line installed by microtunneling, in addition to upgrades/repairs of surrounding sewer mains. Duties included daily construction observation; review of change orders; review of time and materials billing; and inspection of RCP joints, linings, and manholes.

**Big Bear Lake Department of Water and Power, Preliminary Engineering Report for Water System Improvements. Technical Advisor.** Prepared a PER to accompany an application to USDA Rural Development to request $4.157M in grant and loan funding. The PER provided the background, analysis, justification, cost estimates and implementation schedule for two projects: (1) a 1.0 MG potable water reservoir and 2,750 LF of 12-inch transmission main and (2) drilling and equipping of a potable well and pumping plant and 5,600 LF of 8-inch transmission main. The application was accepted by USDA.
Christopher John Malejan, MS, PE, PMP

Education
MS, Civil and Environmental Engineering, California Polytechnic University, San Luis Obispo
BS, Environmental Engineering, California Polytechnic University, San Luis Obispo

Professional Registrations
Professional Engineer - Civil, California, No. C80568
Project Management Professional, No. 1932137

Certifications
SWRCB Registered T2 Operator #32607
SWRCB Registered D2 Operator #41543
Qualified SWPPP Developer and Qualified SWPPP Practitioner #24223

Course Training
Competent Person in Excavation and Trenching
Permit Confined Space Entry Course Completion
NPDES Qualified SWPPP Developer & Practitioner

Professional Affiliations
American Water Works Association, Member
American Society of Civil Engineers, Member

Professional Experience
Mr. Malejan has over six years of civil engineering experience including construction management, program management, design, and planning for various water resource projects throughout the State. Mr. Malejan’s experience in construction management includes bidding assistance and recommendation, document manager, claims negotiations manager, scheduler, and budget tracker. Mr. Malejan has worked with the USDA to secure funding and has knowledge of the obligations and requirements of USDA throughout the construction project.

Representative Projects

California American Water, Janss Tank Rehabilitation, Thousand Oaks, CA. Project Manager. Managed the rehabilitation of California American Water’s 6.0 MG above-ground steel tank, originally constructed in 1986. WSC worked with a separately contracted third-party coating inspector to manage the tank rehabilitation and coating. WSC reviewed project schedules, held and facilitated coordination meetings with the Contractor, reviewed inspection and test reports, managed pay requests, and negotiated change orders. WSC also helped confirm proper compliance procedures were being followed for the disposal of spent abrasive blast material.

California American Water, Ventura Districts Steel Reservoir Rehabilitation and Restoration. Assistant Project Manager. Provided project management support for the restoration and rehabilitation of 6 separate above ground steel reservoirs for the Ventura Districts. Responsibilities included managing the schedule for which each tank will be taken offline during the restoration. Managed all permits associated with the project. Invoice review and approval and monthly budget tracking.

California American Water, Los Robles Tank #1 Replacement, City of Thousand Oaks, CA. Project Manager. Managed the planning, design, permitting, and construction of the Los Robles Tank #1 replacement project. Project included the replacement of a 140,000 gallon bolted steel tank with a 400,000 gallon welded steel reservoir. Prepared the grading plans, demolition plan, and site piping plans. Tasks include scheduling and budget management, technical oversight over design, permitting coordination, overview of design documents, and contract administration.

California American Water, Reservoir Replacements, City of Thousand Oaks, CA. Project Manager. Managed the planning, design, permitting, and construction of the Pace, Potrero #1, and Moorpark Reservoir replacement projects. Project includes the replacement of the liner, roof, and structural improvements for three rectangular hopper bottom style reservoirs with capacities of 600,000, 1,600,000 and 1,800,000 gallons. Tasks include scheduling and budget management, technical oversight over design, permitting coordination, overview of design documents, and contract administration.

California American Water, Wildwood Tank Recoating and Rehabilitation, City of Thousand Oaks, CA. Project Manager. Managed the recoating and rehabilitation of an above ground welded steel tank. Project included installing temporary pumping to compensate for the loss of storage in the Wildwood zone. Temporary pumping required changes to the control strategy of the existing booster station. Installing sound mitigation barrier became critical as the booster station was located in a residential neighborhood. Existing tank was coated with a lead based primer, which required the Contractor to follow hazardous waste disposal requirements. Other tasks also included scheduling and budget management, technical oversight over design, permitting coordination, overview of design documents, and contract administration.
Big Bear Lake Department of Water and Power, 2013 Water System Improvements, Big Bear Lake, CA. Project Engineer. Prepared design plans and specifications for the Angel’s Camp Reservoir, a 1.0 MG welded steel potable water reservoir. The project includes design of a 1,500 LF paved access road and 2,750 LF of 12-inch transmission main. Prepared design plans for a well pumping plant, which included a pump station, CMU building and site improvements. The 100 gpm well was drilled concurrently under separate contract. The project includes 5,600 LF of 8-inch transmission main.

Big Bear Lake Department of Water and Power, 2010-2011 Water System Improvements Program, Big Bear Lake, CA. Assistant Program Manager. Assisted in the development and implementation of a $13M CIP which included four new municipal supply wells, one wellhead water treatment plant, and more than 35,000 LF of distribution and transmission pipeline replacement. Prepared bid packages for three construction contracts, managed the bidding process and prepared final contracts to initiate construction. Prepared requests for proposals for professional design engineering services for the 2011 projects, and participated in consultant selection. Performing design review and contract administration throughout design development, bidding, and contracting.

California American Water, Los Robles Booster Station Replacement, City of Thousand Oaks, CA. Project Manager. Managing the planning, permitting, design, and construction of the Los Robles Booster Station replacement project. Project includes the replacement of an existing 1,600 gpm booster station in an underground vault with an equivalent sized underground booster station adjacent to the existing. Project also includes extensive coordination with the City of Thousand Oaks. Tasks include scheduling and budget management, technical oversight over design, permitting coordination, overview of design documents, and contract administration.

California American Water, Mayfield Booster Station Replacement, City of Thousand Oaks, CA. Project Manager. Managed the planning, permitting, design, and construction of the Mayfield Booster Station replacement project. Project includes the replacement of an existing 200 gpm booster station with an equivalent sized underground booster station. The existing booster pump station is within an easement in front of a residential home. The pressure zone will be served through a temporary booster pump station during construction, as the existing booster station will be demolished and removed as the first phase. Tasks include scheduling and budget management, technical oversight over design, permitting coordination, overview of design documents, and contract administration.

California American Water, Moorpark Booster Station Replacement, City of Thousand Oaks, CA. Project Manager. Managed the planning, permitting, design, and construction of the Moorpark Booster Station replacement project, which included replacing an existing 700 gpm booster station in an underground vault with an equivalent sized underground booster station adjacent to the existing. The project also includes the calibration of the existing water model through hydrant testing to assist in the identification of existing fire flows in the service area. Tasks include scheduling and budget management, technical oversight over design, review of fire flow analysis and basis of design report, permitting coordination, overview of design documents, and contract administration.

California American Water, White Stallion Booster Station Replacement, City of Thousand Oaks, CA. Project Manager. Managed the planning, design, permitting, and construction of the White Stallion Booster Station replacement project which included replacing an existing 150 gpm booster station with a 450 gpm booster station within the existing CMU building. Prepared water demand memo to evaluate and recommend the capacity of the White Stallion booster station. Tasks include scheduling and budget management, technical oversight over design, review of basis of design report, permitting coordination, overview of design documents, and contract administration.
Professional Experience

Ms. Merrill is a project coordinator and administrative support professional, with a wide variety of experience working with municipal government and private sector clients. She has experience coordinating, preparing, and submitting budgetary records, technical, grant, and inspection reports, and record drawings.

Representative Projects

**Water Systems Consulting, Inc., San Luis Obispo, CA. Document Control Specialist and Project Coordinator.** Kay works closely with project managers to ensure projects are on time, on budget and on task. She maintains contract data, processes invoices, and carries out other similar tasks. Her attention to detail and understanding of the project delivery process makes her a vital asset to our project teams.

**City of Morro Bay, Morro Bay, CA. Administrative Utilities Technician.** Responsible for maintaining weekly, monthly, quarterly and annual water sample schedules, results, water production and consumption for the water division. Prepare and submit required technical reports to regulatory agencies for permit compliance. Maintain Capital Improvements Project records, contract data, financial records and files, including grant reports, budgetary records, inspection reports and similar documents. Assemble packets, attend various Board meetings and record minutes. Provide assistance to the utility division department which includes, water, collections, wastewater, consolidated maintenance and public works.

**Diablo Canyon Nuclear Power Plant, Avila Beach, CA. Document Control Assistant Manager/Inprocess Trainer.** Responsible for providing and maintaining documents and files for project engineers. Prepare document packages and assist incoming contractors with required materials, information and safety instructions for their position.

**MWH Global, Arroyo Grande, CA. Engineering Office Manager.** Coordinate and support project engineers, inspectors and construction managers during construction of a new water plant for the Lopez Water Project. Responsible for establishing and maintaining project controls for concurrent projects and maintaining record drawings.

**MWH Global, Los Osos, CA. Document Control Administrator.** Assisted engineers, inspectors and construction managers with file management for the implementation of sewer for Los Osos.
BOARD OF DIRECTORS
STAFF REPORT

DATE: March 9, 2018
TO: Board of Directors
FROM: Robert Christman, Interim General Manager
SUBJECT: CONSIDER AN AGREEMENT WITH GOLD STAR FENCE, INC. FOR CHAIN LINK FENCE REPLACEMENT AT THE VACANT LOT ADJACENT TO THE OLIVER P. ROEMER WATER FILTRATION FACILITY

BACKGROUND:

The Oliver P. Roemer Water Filtration Facility (“Roemer”) has been in operation since 1995. Twenty-three (23) years after its inception, a 6-foot chain link fence that surrounds the perimeter of the vacant lot adjacent to the Roemer Plant has lost its original integrity. Staff’s recommendation to replace the fence is tied to concerns over the security of the facility, trespassing and vandalism. The work consists of removing, disposing, and replacing of approximately 963 linear feet of 6-foot high chain link fence with 12-inch barbwire extension. Additionally, one (1) 16-foot manual double door gate will be installed to allow access from the Roemer Plant to the vacant lot. All work will be performed in accordance with Section 206-6 and Section 304-3 of the Standard Specifications for Public Works Construction.

DISCUSSION:

On December 21, 2017, a Request for Bids (“RFB”) was issued and publicly advertised on PlanetBids. One (1) firm – Gold Star Fence, Inc. (“GSF”) – submitted bid to provide the specified services. Attached as Exhibit A is the RFB for the Chain Link Fence Replacement Project. After the bid closing date on January 19, 2018, requests for feedback were sent to the non-bidders to find out why they chose not to submit a bid and no responses were received.

The bid was as follows:

| Gold Star Fence, Inc. | $54,852.00 |

Based on information received, District staff determined the bid submitted by Gold Star Fence, Inc. was in conformance with the requirements of the project. Attached as Exhibit B is the RFB submitted by GSF.

FISCAL IMPACT:

This item is included in the Fiscal Year 2017/18 Capital Budget and will be funded from project number W18026 titled “Roemer WFF Security Upgrades” with a budget of $54,852.00.
STAFF RECOMMENDATION:

Staff recommends that the Board of Directors approve an Agreement with Gold Star Fence, Inc. for Chain Link Fence Replacement.

Respectfully Submitted,

Robert Christman, Interim General Manager

RC:je

ATTACHMENT(S):
1. Exhibit A - RFB for the Chain Link Fence Replacement Project
2. Exhibit B - GSF Bid
REQUEST FOR BIDS (BID)
Chain Link Fence Replacement

INVITATION

The West Valley Water District (“District”) is seeking the services of a qualified, experienced contractor to furnish all labor, material, equipment, and supervision to remove and replace the chain link fence at the Vacant Lot within the Oliver P. Roemer Water Filtration Facility.

All Bids are to be submitted on Planet Bids. No bids shall be submitted after **4:00 p.m. on Friday, January 19, 2018**. Late qualification documents will not be accepted.

Participating Contractors are to attend a mandatory job walk on January 8, 2018 at 9 AM, at the Oliver P. Roemer Water Filtration Plant. The address is 3010 N. Cedar Avenue in Rialto, California.

During the RFB process, contractors shall direct all questions on Planet Bids. Any other inquiries, requests, addendums will be facilitated solely through 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 30000 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.

SCHEDULE OF EVENTS

12/21/2017  Issuance of Request for Bids
1/8/2018  Mandatory Job Walk at 9 AM.
1/15/2018  Deadline for Written Questions
1/19/2018  Bids Due by 4:00 PM
2/21/2018  District Approval of Contract (est. date)
3/1/2018  Issuance of Notice-to-Proceed (est. date)
SCOPE OF WORK

Contractor shall furnish all equipment, labor, and material to remove existing fencing and install galvanized chain link fencing at the vacant lot within the Oliver P. Roemer Water Filtration Facility. There will be approximately 963 linear feet of 6-foot high chain link fence with 12-inch barbwire extension to be installed 0.5 foot from the property line. See Attachment A for Vacant Lot Boundary Survey. Additionally, one 16-foot manual double door gate with all required hardware will be installed on existing fencing. All work must be performed in accordance with Section 206-6 and Section 304-3 of the Standard Specifications for Public Works Construction. See drawing below:

All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and standards, Dig Alert requirements, and District’s standards for domestic water facilities. See Attachment B for District Technical Specifications on Chain Link Fence and Gate.

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.

**WARRANTY REQUIREMENT**

Contractor shall provide a material and workmanship warranty of two (2) years.

**BID 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 bid.

1. **Content & Format**

   The District requests that bids submitted be organized and presented in a neat and logical format and are relevant to these services. The contractors’ bids shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received.

   Bids should include the following:

   - Transmittal/offer letter signed by an individual authorized to act on behalf of the Firm.
   - Statement of Qualifications, Experience, and at least two (2) References.
   - Costs (not-to-exceed rate)

**GENERAL REQUIREMENTS**

1. **Bids**

   Bids must be submitted on blank forms prepared and furnished with this Request for Bids, for that purpose. Contractors may obtain copies of the specifications through the District’s Planet Bids (PB) electronic bidding system. Only bids 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. **Bonds and Insurance**
   The Contractor will be required to furnish with the contract a payment bond in the amount of 100 percent (100%) of the aggregate amount of the bid, and a contract performance bond in the amount of 100 percent (100%) of the aggregate amount of the bid. The Contractor will also furnish certificates of insurance evidencing all insurance coverage as required by the specifications has been so secured.

   Bonds and insurance certificates must be in the form required by the District (substitutions are not permitted) and the company must be authorized to do business in the state of California.

6. **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.
7. **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 District staff. 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 bids, to waive any irregularity, and to award the contracts to the lowest responsive responsible bidder. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

8. **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 meeting all requirements listed in the scope of work to the District. The district reserves the right to award project to the lowest responsible responsive bidder.

**ATTACHMENTS**

Attachment A - Vacant Lot Boundary Survey
Attachment B - District Technical Specifications: chain link fence and gate
ATTACHMENT A
WEST VALLEY WATER DISTRICT

SECTION 4.17

OF

DETAILED TECHNICAL SPECIFICATIONS

CHAIN LINK FENCE AND GATE

4.17.01 General

The Contractor shall furnish all equipment, labor and material necessary to do fencing, all as shown on the Drawings and as necessary for a complete job.

The work shall consist of furnishing and constructing a 6-foot high chain-link fence with 12-inch barbwire extension in accordance with Section 206-6 and Section 304-3 of the Standard Specifications for Public Works Construction and at the locations shown on the Drawings. All earth, trees, brush, existing fence designed to be removed, and other obstructions which interfere with the proper construction of the fence shall be removed and disposed of and will be considered as part of the fence construction.

4.17.02 Materials

Chain-link fence shall be complete with fabric, end corner, gate and line posts, gate with lockable devises, extension arms with 3-strands of barbed wire, post anchors, and other necessary appurtenances.

The fence shall have 6 feet 0 inch fabric above ground when erected. The fabric shall consist of 9 gauge 6M galvanized wire woven with 2-inch mesh fulfilling the requirements of ASTM A-392. Barbed wire shall be 4-point pattern, composed of two strands of 12-1/2 gauge galvanized steel wire with barbs spaced 5-inches apart and shall conform to ASTM 121.

The line posts shall be 2-inch nominal diameter, 2.375-inch OD X 3.65 pounds per foot, galvanized steel pipe and spaced not more than 10 feet 0 inches apart. Top rails shall be 1-1/4-inch nominal diameter, 1.90-inch OD X 2.27 pounds per foot galvanized steel pipe. Gate posts and corner posts shall be 3.5-inch nominal diameter, 4.0 inch OD X 9.11 pounds per foot galvanized steel pipe and shall be strongly and durably attached to the line posts according to the best practice. The posts shall be set in the ground to a depth of 3 feet and centered in concrete cylindrical footing 8-inches in diameter.
NOTES:
1. DIAMETER OF CONCRETE FOOTING SHALL BE 3 TIMES O.D. OF POST OR 8" MINIMUM.
2. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND SHALL BE APPROVED BY THE DISTRICT.
1.10.b

Packet Pg. 92

West Valley Water District

Chain Link Fence Replacement and Gate Installation (2017-39), bidding on January 19, 2018 4:00 PM (Pacific)

Bid Results

Bidder Details

Vendor Name: Gold Star Fence, Inc.
Address: 1142 Sagebrush Ave
San Jacinto, CA 92582
United States
Respondee: Luis Banuelos
Respondee Title: President
Phone: 951-305-2736 Ext.
Email: Luis@goldstarfence.net
Vendor Type: CA DIR

Bid Detail

Bid Responsive

Line Items

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PlanitBids, Inc.
BID

Proposal of Gold Star Fence, Inc., hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as _________ (a corporation), (a partnership) or (an individual)

a Corporation

To the WEST VALLEY WATER DISTRICT, hereinafter called "District":

In compliance with your Request for Proposal and Information for Bidders, Bidder hereby proposes to perform all work for the “Chain Link Fence Replacement and Gate Installation” per attached Proposal in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated herein.

By submission of this Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within _________ 45 _______ calendar days thereafter.

Bidder agrees with the District that if the Project is not fully completed within said time, he will pay as liquidated damages, the sum of _________ $100 ________ for each consecutive calendar day, and that this amount shall be presumed to be the amount of damages sustained by District in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

* Select applicable one

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TOTAL BID LABOR AND MATERIALS:
FIFTY FOUR THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS AND 0 CENTS

RESPECTFULLY SUBMITTED THIS 19TH DAY OF JANUARY, 2018.

CORPORATION:
GOLD STAR FENCE, INC.
1142 SAGEBRUSH AVE.
SAN JACINTO, CA 92582
951-305-2736

SIGNATURE:
TITLE: PRESIDENT
CORPORATE OFFICER: LUIS BANUELOS
BID

Proposal of **Gold Star Fence, Inc.**, hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as *(a corporation), (a partnership) or (an individual)*

To the WEST VALLEY WATER DISTRICT, hereinafter called "District":

In compliance with your Request for Proposal and Information for Bidders, Bidder hereby proposes to perform all work for the "**Chain Link Fence Replacement and Gate Installation**" per attached Proposal in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated herein.

By submission of this Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within **45** calendar days thereafter.

Bidder agrees with the District that if the Project is not fully completed within said time, he will pay as liquidated damages, the sum of **$100** for each consecutive calendar day, and that this amount shall be presumed to be the amount of damages sustained by District in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

*Select applicable one*
RESPECTFULLY SUBMITTED:

[Signature]

1142 Sagebrush Ave., San Jacinto, CA 92582
Address

1/19/2018
Date

1012645
Contractor’s License No.

C-13
Type of License

81-0791237
Federal I.D. No.

(Seal – if Bid is by a corporation) ATTEST

Packet Pg. 95
CERTIFICATION

Labor Code - Section 1861

I, the undersigned Bidder, am aware of the provisions of Section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I, will comply with such provisions before commencing the performance of the Work of this Contract.

BIDDER:

Gold Star Fence, Inc.
Company Name

Signature of Authorized Representative

Luis Banuelos
Name (Please Type)

President
Title
CERTIFICATION OF
NONDISCRIMINATION IN EMPLOYMENT

The Bidder represents that he has ( ), has not (x) participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has ( ), has not ( ) filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executives orders regarding non discrimination in employment will be demonstrated positively and aggressively.

BIDDER:

[Signature]

Gold Star Fence, Inc.
Company Name

Luis Banuelos
(Type Name)

President
>Title)
CONTRACTOR'S LICENSING STATEMENT

I, the undersigned Contractor, am aware of Business and Profession Code Section 7028.15 and understands the information shown below shall be included with the bid. Any bid not containing this information, or information is subsequently proven to be false shall be considered non-responsive and shall be rejected.

Name of Contractor: Gold Star Fence, Inc.
Business Address: 1142 Sagebrush Avenue
San Jacinto, CA 92582

Corporation organized under the laws of the State of California
State License No.: 1012645
State License Classification: C-13
State License Expiration Date: 4/30/2018

I certify under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

SIGNED: [Signature]
TITLE: President
DATE: 1/19/2018
DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et. seq., of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below, the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (1/2) of one (1) percent of the total Bid, and the portion of the Work which will be done by each Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the Work in excess of one-half (1/2) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portions himself and he shall not be permitted to subcontract that portion of the Work except under conditions permitted by law.

Subletting or subcontracting of any portion of the Work as to which no Subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

<table>
<thead>
<tr>
<th>Trade</th>
<th>% of Work To Be Done</th>
<th>Subcontractor - Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td></td>
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</tbody>
</table>
LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Project Manager. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<table>
<thead>
<tr>
<th>Item or Material</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chain Link Fence Material</td>
<td>Master Halco</td>
</tr>
<tr>
<td>Chain Link Fence Material</td>
<td>Merchants Metal</td>
</tr>
</tbody>
</table>

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.
NON-COLLUSION AFFIDAVIT
(PUBLIC CONTRACT CODE SECTION 7106)

This document is to be included, executed, and returned with bid.

Luis Banuelos, being first duly sworn, deposes and says that he or she
is President (Title)
of Gold Star Fence, Inc. (Company Name)
the party making the foregoing Bid; that the Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

Signed:  

President
Title
CONTRACTOR/FIRM AND PERSONNEL QUALIFICATIONS AND EXPERIENCE

Gold Star Fence, Inc. a C-13 CA State license holder it is experienced in all types of security fencing and gates. Its main expertise is in the construction and enclosure of large scale projects that consist of chain link fence. Our crews and foreman have many years of experience in construction. Gold Star Fence, Inc. has a zero-incident safety record since start of business, we implement daily safety tailboard meetings on all projects.

Luis Banuelos- President/Site Project Manager
Luis Banuelos has over 10 years of construction experience with half being involved hands on in the fencing industry. 2 Years of Quality control working under DOH and DSA. 4 Years of direct construction management directing multiple crews and enforcing safety, quality and production. His main focus is customer service and bringing projects to a Completion on time and on budget for all of our clients.
## BUSINESS REFERENCES

<table>
<thead>
<tr>
<th>Date: 1/19/2018</th>
</tr>
</thead>
</table>

### Reference 1

**Name of Firm:** Swinerton Renewables Energy  
**Address:** 16798 W. Bernardc Dr.  
**Project Title:** Tesla Energy Storage  
**Approx. Cost:** $222,000.00  
**Project Description:** Furnish and install security fencing and gates around a Tesla Motors Energy Storage Facility  
**Project Date:** Dec-2016 To: Jan-2017

### Reference 2

**Name of Firm:** A&D GC, Inc.  
**Address:** 11465 Woodside Ave, Santee, CA 92071  
**Project Title:** Combat Training Tank  
**Approx. Cost:** $32,971.65  
**Project Description:** Furnish and install security fence and gate post around perimeter of training tank  
**Project Date:** July 2016 To: August 2016

### Reference 3

**Name of Firm:** Rosendin Electric, Inc.  
**Address:** 5572 Fresca Dr., La Palma, CA 90623  
**Project Title:** Glendora USD  
**Approx. Cost:** $60,000.00  
**Project Description:** Furnish and install chain link fence and gates around multiple electrical enclosures throughout district  
**Project Date:** April 2017 To: Current

### Reference 4

**Name of Firm:** Eastern Municipal Water District  
**Address:** 2270 Trumble Road, Perris, CA 92570  
**Project Title:** Well 201 & 202 Fencing  
**Approx. Cost:** $86,468.00
DATE: March 9, 2018
TO: Board of Directors
FROM: Robert Christman, Interim General Manager
SUBJECT: APPROVE CONTRACT WITH EADIE AND PAYNE, LLP FOR SPECIAL AUDIT SERVICES

This item was taken to the Finance Committee on February 9, 2018.

BACKGROUND:

West Valley Water District (“District”) would like to enter into a service agreement with Eadie and Payne, LLP for Special Audit services.

DISCUSSION:

Eadie and Payne, LLP will provide Special Audit services at the following rates:
   Partners $335 to $385/hour
   Staff $135 - $225/hour

Payment for services are due when rendered and periodic billing will be submitted as work progresses and expenses are incurred. Billings are due upon, presentation.

FISCAL IMPACT:

Auditing services is included in the 2017-2018 operating budget.

STAFF RECOMMENDATION:

Approve the service agreement with Eadie & Payne, LLP to provide Special Audit services for the West Valley Water District.

Respectfully Submitted,

Robert Christman, Interim General Manager
DATE: March 9, 2018
TO: Board of Directors
FROM: Robert Christman, Interim General Manager
SUBJECT: WEST VALLEY WATER DISTRICT COMMITTEES (REVISED)

West Valley Water District Committees Two Years term (REVISED)

**Executive**
- Dr. Clifford O. Young, Sr., President
- Gregory Young, Vice President

**Engineering/Planning**
- Gregory Young, Vice President
- Kyle Crowther, Director

**External Affairs**
- Dr. Clifford O. Young, Sr., President
- Gregory Young, Vice President

**Affairs Finance**
- Dr. Clifford O. Young, Sr., President
- Dr. Michael Taylor, Director

**Human Resources**
- Kyle Crowther, Director
- Dr. Michael Taylor, Director

**Safety and Technology**
- Dr. Michael Taylor, Director
- Kyle Crowther, Director

**ACWA/JPIA**
- Dr. Clifford O. Young, Sr., President
- Robert Christman, Interim General Manager

**ACWA**
- Dr. Clifford O. Young, Sr., President
- Gregory Young, Vice President
- Dr. Michael Taylor, Director
- Kyle Crowther, Director
- Donald Olinger, Director

**Bloomington MAC**
- Greg Young, Vice President
- Kyle Crowther, Director

**San Bernardino Valley Water District**
- Dr. Clifford O. Young, Sr., President

**Western Coalition of Arid States**
- Dr. Clifford O. Young, Sr., President
- Greg Young, Vice President
*First name listed denotes the Chair of the committee

CE
BOARD OF DIRECTORS
STAFF REPORT

DATE: March 9, 2018
TO: Board of Directors
FROM: Robert Christman, Interim General Manager
SUBJECT: APPROVAL OF JANUARY 2018 PURCHASE ORDER REPORT

BACKGROUND:

West Valley Water District ("District") generated fifty-one (51) Purchase Orders ("PO") in the month of January 2018 to various vendors that provide supplies and services to the District. There were thirty-four (34) PO’s issued below the General Manager's approval level, sixteen (16) PO’s issued at the General Manager's approval level and one (1) PO issued with Board approval. The total amount issued to PO’s for the month of January 2018 was $527,994.64. A table listing all PO’s for January 2018 is shown in Exhibit A.

FISCAL IMPACT:

There is no fiscal impact for producing the January 2018 Purchase Order Report.

STAFF RECOMMENDATION:


Respectfully Submitted,

Robert Christman, Interim General Manager

AR:cc

ATTACHMENT(S):

1. January 2018 Purchase Order Report
Exhibit A
<table>
<thead>
<tr>
<th>DATE</th>
<th>PO#</th>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/3/2018</td>
<td>3506</td>
<td>FLYERS ENERGY LLC</td>
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<td>UNLEADED GASOLINE FOR DISTRICT VEHICLE</td>
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<td>3507</td>
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<td>E38 POLYMER CHEMICAL FOR FBR</td>
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<tr>
<td>1/4/2018</td>
<td>3509</td>
<td>THERMO ELECTRON NORTH AMERIC</td>
<td>$2,183.19</td>
<td>CARTRIDGE FOR IC PURE SYSTEM FOR FBR</td>
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<td>1/5/2018</td>
<td>3511</td>
<td>OFFICE SOLUTIONS</td>
<td>$955.47</td>
<td>CHAIRS AND MATS FOR METER DEPARTMENT</td>
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<td>1/6/2018</td>
<td>3515</td>
<td>EDWARD B LASAK, CPA, MS</td>
<td>$6,375.00</td>
<td>PROFESSIONAL SERVICES AS CHIEF FINANCIAL OFFICER</td>
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<td>1/7/2018</td>
<td>3518</td>
<td>D &amp; H WATER SYSTEMS, INC.</td>
<td>$495.33</td>
<td>CHEMICAL PUMP TUBES FOR FBR</td>
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<td>1/8/2018</td>
<td>3519</td>
<td>HANCH COMPANY</td>
<td>$4,534.12</td>
<td>SPECTROPHOTOMETER WITH RFID FOR ROEMER</td>
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<td>3521</td>
<td>AQUA-METRIC SALES CO</td>
<td>$5,237.46</td>
<td>REGISTER REPAIRS METER DEPT.</td>
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<td>1/11/2018</td>
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<td>1/11/2018</td>
<td>3525</td>
<td>QUINN COMPANY</td>
<td>$777.12</td>
<td>REPLACEMENT OF BATTERIES FOR GENERATOR AT ROEMER</td>
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<td>1/19/2018</td>
<td>3528</td>
<td>AERO COMPRESSOR INC</td>
<td>$811.02</td>
<td>ROUTINE SERVICE FOR AERO COMPRESSOR FOR ROEMER</td>
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<td>1/19/2018</td>
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<td>ENVIROGEN TECHNOLOGIES INC</td>
<td>$875.00</td>
<td>PROJECT SUPPORT ON REACTORS BED LEVELS AT FBR</td>
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<td>3531</td>
<td>BANK OF AMERICA-4489</td>
<td>$890.50</td>
<td>WWVD LABELED WATER BOTTLES FROM WATER DEPOT INC.</td>
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<td>1/19/2018</td>
<td>3532</td>
<td>GE ANALYTICAL INSTRUMENTS, I</td>
<td>$153.23</td>
<td>M9 FLOW SENSOR REPLACEMENT KIT FOR FBR</td>
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<td>1/19/2018</td>
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<td>DIGITAL IMAGE SOLUTIONS, LLC</td>
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<td>RICOH MP 4055SP COPIER FOR CUSTOMER SERVICE</td>
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<td>1/19/2018</td>
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<td>HARRINGTON INDUSTRIAL PLASTI</td>
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<td>PUMP FOR FBR</td>
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<td>1/19/2018</td>
<td>3536</td>
<td>EB &amp; RIVERSIDE COUNTIES FIRE</td>
<td>$1,303.75</td>
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<td>1/24/2018</td>
<td>3539</td>
<td>MINUTEMAN PRESS OF RANCHO CU</td>
<td>$616.87</td>
<td>PRESENTATION FOLDERS FOR BOARD USE</td>
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<td>1/24/2018</td>
<td>3542</td>
<td>BANK OF AMERICA-4489</td>
<td>$784.24</td>
<td>HOTEL FOR CAPP Conference for Purchasing Supervisor</td>
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<td>3543</td>
<td>CEMEX INC</td>
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<td>MULTIPLE MATERIAL PICK UP OF SAND AND BASE MAINTENANCE</td>
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<td>1/24/2018</td>
<td>3544</td>
<td>CEMEX INC</td>
<td>$813.94</td>
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<td>1/24/2018</td>
<td>3545</td>
<td>BRENNTAG PACIFIC INC</td>
<td>$2,088.31</td>
<td>FERRIC CHLORIDE 38% TO 42% FOR ARSENIC PLANT</td>
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<td>1/24/2018</td>
<td>3546</td>
<td>CDW GOVERNMENT INC</td>
<td>$3,902.77</td>
<td>COMPUTERS AND ACCESSORIES - IT DEPT</td>
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<td>1/24/2018</td>
<td>3547</td>
<td>INLAND EMPIRE RESOURCE CONS</td>
<td>$2,090.35</td>
<td>CONSERVATION PROGRAMS 7/1/17 TO 10/31/17</td>
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<td>1/24/2018</td>
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<td>MILLER SPATIAL SERVICES LLC</td>
<td>$5,000.00</td>
<td>DIGALERT CONFIGURATION - ENGINEERING DEPT</td>
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<td>1/29/2018</td>
<td>3551</td>
<td>COLTON TRUCK TERMINAL GARAGE</td>
<td>$812.04</td>
<td>90 DAY TRUCK &amp; TRAILER INSPECTION - MAINTENANCE DEPT</td>
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<td>1/29/2018</td>
<td>3552</td>
<td>AMAZON</td>
<td>$3,212.67</td>
<td>EQUIPMENT LIFT FOR FBR</td>
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<td>3553</td>
<td>MCCALLS METERS INC</td>
<td>$9,225.00</td>
<td>FIELD METER TESTING</td>
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<td>1/31/2018</td>
<td>3555</td>
<td>THE SCHOOLER COMPANY</td>
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<td>BADGER METER INC</td>
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Total PO's under $10K: $92,444.82

Total PO's GM Approval: $265,710.82

Total PO's Board Approval: $169,839.00

Total PO's: $527,994.64
# WEST VALLEY WATER DISTRICT
## PAYROLL GROSS WAGES
### FISCAL YEAR 2017 - 2018

<table>
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<tr>
<th>Report Month</th>
<th>Description</th>
<th>From</th>
<th>To</th>
<th>Gross Wages Paid</th>
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<td>Pay Period #16</td>
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<td>Monthly Pay Period #8</td>
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<td>Safety Celebration</td>
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<td>Manual Check</td>
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<td>Longevity and SLCO Pay</td>
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<td>2 71605 CAPTURE A MOMENT PHOTO BOOTHS</td>
<td>EMPLOYEE HOLIDAY LUNCHEON $150.00</td>
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<td>MEDICAL/DENTAL/VISION/EAP $148,416.99</td>
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<td>63 71666 CASC ENGINEERING AND CONSULTIN</td>
<td>ENGINEERING SERVICES $7,023.05</td>
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<td>64 71667 CECILIA GRIEGO</td>
<td>2018 SOLAR CHALLENGE $54.59</td>
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**EPT PAYMENTS**

<p>| 177 | 2702 | BECERRA, JESSE | SAFETY BOOTS REIMBURSEMENT | $193.94 |
| 178 | 2703 | KAZALUNAS, KURT T | D3 CERTIFICATION | $90.00 |
| 179 | 2704 | ARROWHEAD UNITED WAY | EMPLOYEE PAYMENTS | $18.00 |
| 180 | 2705 | CALIFORNIA LANDSCAPE &amp; DESIGN INC. | LANDSCAPE SERVICES | $250.00 |
| 181 | 2706 | CLINICAL LAB OF SAN BERNARDINO INC | LAB FEES | $4,624.75 |
| 182 | 2707 | DIAMOND ENVIRONMENTAL SERVICES LLC | PORTABLE RESTROOM RENTAL | $98.40 |
| 183 | 2708 | ERS INDUSTRIAL SERVICES INC. | REPAIRS/MAINTENANCE | $9,686.10 |
| 184 | 2709 | GARDEN INTERIORS | GARDEN MAINTENANCE | $424.00 |
| 185 | 2710 | GENERAL PUMP COMPANY INC | REPAIRS/MAINTENANCE | $710.60 |
| 186 | 2711 | MERLIN JOHNSON CONST INC. | CONTRACTOR LABOR | $14,609.00 |
| 187 | 2712 | SB VALLEY MUNICIPAL | BASELINE FEEDER | $184,789.27 |
| 188 | 2713 | SHARP EXTERMINATOR COMPANY | DISTRICT MAINTENANCE | $185.00 |
| 189 | 2714 | TOWNSEND PUBLIC AFFAIRS, INC. | CONSULTANTS | $5,000.00 |
| 190 | 2715 | UNIFIRST CORPORATION | JANITORIAL SERVICES | $256.20 |
| 191 | 2716 | WESTRUX INTERNATIONAL INC | VEHICLE MAINTENANCE | $487.56 |
| 192 | 2717 | YOUNG, GREGORY A | MILEAGE REIMBURSEMENT | $20.44 |
| 193 | 2718 | CALIFORNIA LANDSCAPE &amp; DESIGN INC. | LANDSCAPE SERVICES | $5,919.00 |
| 194 | 2719 | INFOSEND INC | BILLS POSTAGE | $26,511.72 |
| 195 | 2720 | OFFICE SOLUTIONS | OFFICE SUPPLIES | $481.86 |
| 196 | 2721 | SAFETY COMPLIANCE COMPANY | SAFETY TRAINING | $425.00 |</p>
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**Total:**

CHECKS TOTAL $919,700.72

EFT TOTAL $434,747.21

GRAND TOTAL $1,354,447.93
DATE: March 9, 2018
TO: Board of Directors
FROM: Robert Christman, Interim General Manager
SUBJECT: APPROVAL OF AGREEMENT WITH DAVID TURCH AND ASSOCIATES

BACKGROUND:
West Valley Water District (“District”) seeks to maximize funding opportunities from federal and state sources as well as from private foundations in order to be able to deliver innovative projects that enhance water supplies, reliability, conservation, and safety. The District needs assistance in identifying grant funding opportunities, legislative goal setting, and intergovernmental advocacy efforts.

DISCUSSION:
David Turch and Associates is a federal government relations firm which will serve as the District’s federal advocate in Washington D.C.

The Proposal is attached as Exhibit A for review and consideration. The services requested include:

Task I – Needs Assessment
- Conduct a needs assessment of the District to gain an understanding of the District’s needs, interests and priorities, both in the near and long-term.

Task II – Outreach and Grant Identification
- Advocacy outreach campaign with members of the California Congressional Delegation, the relevant House and Senate Committees and the US Army Corps of Engineers.
- Screen grant opportunities and communicate the most relevant funding opportunities for the District and provide guidance through the application process.
- Provide letters of support and gather signatures.
- Advance Congressional support and intergovernmental affairs collaboration.

FISCAL IMPACT:
Funds for grant writing services are included in the Fiscal Year (FY) 2017-18 budget.

STAFF RECOMMENDATION:
Approve the proposal for services provided by David Turch and Associates.

Respectfully Submitted,

[Signature]
Robert Christman, Interim General Manager

DM:CE

**ATTACHMENT(S):**
1. David Turch and Associates
EXHIBIT A
David Jurch and Associates

February 5, 2018

RFP: Federal Lobbyist or Advocacy Firm

West Valley Water District
February 5, 2018

Mr. Robert Christman  
855 W. Base Line Road,  
Rialto, California 92376

Dear Mr. Christman:

David Turch and Associates is a successful, experienced and well respected federal government relations firm eager to serve as your federal advocate in Washington, D.C. For three decades we have provided comprehensive strategic planning, legislative goal setting, intergovernmental advocacy and political analysis to a broad range of clients from our office on Capitol Hill.

Over the years, we have worked on a host of water-related projects. As a couple of examples we are currently working with the City of Chino, California and the U.S. Army Corps of Engineers Los Angeles Office on extending a road project located within the Prado Dam Reservoir. On behalf of the City of Temecula, California we successfully engaged USACE headquarters, the House Energy and Water Appropriations Subcommittee and Representative Ken Calvert to prevent $2.4 million from being reprogrammed, thereby preserving funding for a section of the Murrieta Creek project in Temecula. We are familiar with public sector water priorities especially in Southern California.

Our success is based on hard work and experience. We understand the institutions, the people and the processes of our federal system. Members of our firm have a thorough knowledge of the federal government and work closely with Members of Congress on both sides of the aisle.

We look forward to continuing to provide the representation in Washington you deserve.

Sincerely,

David N. M. Turch

517 2nd Street, Northeast Washington, D.C. (202) 543-3744
David Turch and Associates

QUALIFICATIONS

David Turch and Associates is a leader in providing advocacy at the federal level for municipal projects, government procurement programs, and transportation. We provide the knowledge, work ethic and experience to provide the services and results required by West Valley Water District.

Our clients include public sector entities from across the country to corporations in the U.S. and abroad. Much of our work, however, involves meeting the priorities of municipalities. We are results oriented. We know how to get the job done. Our record of success is a result of collaborating with clients in developing sound and realistic objectives. We listen to and communicate with you in establishing the best strategy for success.

David Turch and Associates works closely with the senior lawmakers on Capitol Hill to advance your positions. We have strong relationships with Members from Oregon to Florida, of both political parties, in the House and the Senate. We are well known by the chairmen of the committees as well as the ranking minority members. Consequently, our work is relatively unaffected by changes in congressional leadership. As a dominant federal advocacy firm representing California interests, we work with most Members from your state. Many are personal friends.

We focus on securing congressional support for our clients’ priorities while also advancing their interests with federal agencies, including the White House Office of Intergovernmental Affairs and the Office of Management and Budget.

We are well grounded in the process of our government, not just in the people elected to govern. Our staff understands how, when, and where the laws and regulations are written. We are respected for our integrity and honesty in representing our clients. Your priorities will receive attention at the highest levels.

To further enhance the West Valley Water District’s presence in Washington, we belong to, or actively participate in, a number of organizations which include:
- Women in Government Relations
- California League of Cities
- California State Association of Counties
- Washington Area Transit Industry Representatives
- The U.S. Conference of Mayors
- The National League of Cities
- The National Association of Counties
- The National Association of Housing and Redevelopment Officials
- National Institute for Lobbying and Ethics (NILE)
- Airports Council International – North America (ACI-NA)

This offers several advantages to West Valley Water District. We combine the efforts of local government associations, transportation commissions, economic development agencies, federal agencies, and Congress to make all these entities function for you.

EXPERIENCE

David Turch and Associates has a solid background with myriad public sector projects and entities which have interests similar to those advanced by West Valley Water District. A few of those clients include:

- City of Chino, CA: Chino is pursuing the Pine Avenue Improvements Project which involves significant fill material for the roadway embankments within the impoundment area of the Prado Reservoir. We are working with Chino and the USACE’s Asset Management Division to secure the necessary permits. Just last month, David Turch and Amanda Stephenson were in Los Angeles attending a meeting at the USACE’s district office to resolve a point of contention over the initial construction plans.

- Cities of Ontario and Chino, CA: Prado Basin Ecosystem Restoration project is a multi-jurisdictional opportunity to create a wetlands ecosystem and enhance recreational uses as part of a regional watershed management plan. Located in the Prado Basin in Chino, with feed waters from Mill Creek in Ontario, the project is designed to increase the headwaters available to Orange County’s drinking water system by taking advantage of the natural filtration systems in the area. Spearheaded by the City of Ontario and supported by the City of Chino, the County of San Bernardino, the Inland Empire Utilities Agencies (IEUA), the Orange County Water District (OCWD), and the United States Army Corps of Engineers, the proposed project takes a fallow and underutilized area transforming it into a destination providing environmental and recreational benefits consistent with USACE’s goals.

- City of South Gate, CA: The City has been in discussion with the Army Corps of Engineers on recreational development along the Los Angeles River south of
Los Angeles City. With the passage of Measure M, tens of millions of dollars are becoming available to cities along the river. South Gate, a community of with over 100,000 residents, has already received an $8 million grant to begin work on construction of a recreational/pedestrian/bike path on its riparian border. Additional funds are forthcoming not just for South Gate but for a host of cities along the river. We are working with South Gate and the Corps, exploring avenues on how to coordinate and connect recreational projects down river of L.A. with the Los Angeles River Ecosystem Restoration Project.

City of Lake Elsinore, CA: The Lake is subject to repeated issues related to high water temperatures, shallow water depth, high levels of phosphorous, fish die off, algal blooms, sediment build up and lack of oxygen. We have been working with the city, the Elsinore Valley Municipal Water District and the US Army Corp of Engineers (USACE) to restore the lake. We personally delivered to the Corp letters of request for feasibility studies under section 206 (Aquatic Ecosystem Restoration) and section 1135 (Project modification for the improvement of the environment). As this is a current project, we are working with officials from USACE, Department of Interior and the Environmental Protection Agency, both regional and national headquarters, on the issues surrounding the lake.

Fallon County, Montana: David Turch & Associates has coordinated efforts between the Army Corps of Engineers, Federal Emergency Management Agency, and the Environmental Protection Agency to remediate Baker Lake in Fallon County, Montana. Baker Lake suffered significant damage when a tornado deposited considerable amounts of debris into the lake. We organized a site visit by the regional directors of the Corps and EPA which resulted in these respective agencies reaching an agreement with Fallon County on a remediation plan. The project requires dewatering, several feet of dredging, and shoreline restoration. Because each agency is responsible for a different aspect of this remediation project, the coordination of their efforts has been critical to its overall success. We also negotiated with EPA and the Corps of Engineers remediation for Baker Lake and forgiveness of imposed $37,500 per day fine;

City of Temecula, CA: When the City was notified earlier this year by the US Army Corps of Engineers that is was reducing the scope (top of bank landscaping and irrigation) of the current construction phase of the Murrieta Creek Flood Project that runs through Temecula's historic downtown, we took action to resolve the funding discrepancy. In close coordination with Temecula, we worked with the ACOE, the House Energy and Water Appropriations Subcommittee and Representative Ken Calvert (R-CA) – through direct agency/congressional meetings and correspondence -- to ensure that sufficient funding ($2 million) was allocated to complete all sections of this phase of the project, including the landscaping and irrigation component, a high priority for Temecula.
A problem for the city was the frequent flooding of Old Town. The Corps had resisted what was believed to be a solution of removing of vegetation including mature trees from the Murrieta creek bed. We worked closely with both Senate offices and the Corps to resolve the problem and thus alleviated the flooding issue in Old Town Temecula.

Cities of Rialto and Colton: In working with the Inland Empire cities of Rialto and Colton on their perchlorate groundwater contamination issue, we advocated with their congressional delegation to secure over $23 million from the EPA and the Department of Defense to help remediate the site. As part of our efforts to expand federal funding sources, we worked with then Congressman Joe Baca (D-CA) and Representative Grace Napolitano (D-CA) on authorizing a new program – the California Reclamation Groundwater Remediation Initiative – under the auspices of the Bureau of Reclamation. The program authorized $10 million for the purposes of groundwater remediation to assist Rialto and Colton to deal more effectively with their groundwater contamination problem. We also worked with EPA headquarters and Region IX office in San Francisco and with relevant congressional committees, in particular the Senate Environment and Public Works Committee, in advancing the City of Rialto’s objective of securing a National Priorities Listing (NPL) designation of its the 160-acre B.F. Goodrich site.

As part of our water advocacy, we meet regularly with the Bureau of Reclamation, the ACOE and the EPA as well as with the House Transportation and Infrastructure and Natural Resources committees and the Senate Environment and Public Works Committee on our clients’ behalf. We understand how important it is to tap into all relevant water authorization programs, including the Title XVI Water Reclamation and Reuse program. With our large California client base, we are keenly aware how imperative it is for communities in the Western part of the country to reclaim and reuse wastewater and impaired ground or surface waters. We know how to navigate the federal process – both executive and legislative – to achieve our clients’ priorities.

City of Ontario: secured $1 million for an interchange project and amended federal aviation statue to allow the $250 million transfer of Ontario International Airport to the Ontario International Airport Authority from the City of Los Angeles. We continue to work with the City of Ontario on other ongoing projects.
OTHER LEGISLATIVE AND EXECUTIVE BRANCH SUCCESSES

Economic Development-Job Training

On behalf of the City of Imperial, California, we have been diligently holding meetings over the past couple of years with officials from the Commerce Department’s Economic Development Administration (EDA), both here in Washington, D.C. and with their regional office in southern California. Our work with EDA paid off in 2013 when the City of Imperial secured a $3,000,000 EDA grant to fund the extension of water, wastewater, and the construction of surface road and other improvements along Neckel Road. This project supports the development of the Alliance and Innovative Regional Center, an USCIS approved EB-5 green card investment regional center, which will include a hotel, retail center, and office park. This project supports foreign direct investment and global competitiveness. This investment is part of a $3,828,375 project that will create an estimated 642 jobs and leverage $22.25 million in private investment.

Through our advocacy work with EPA, we were able to help the City of Rialto partner with the agency to establish a job training program aimed at helping prepare young adults in Rialto for employment opportunities in the hazardous waste cleanup industry. The Superfund Job Training Initiative (SuperJTI) program combines extensive classroom instruction with hands-on training exercises for each participant. SuperJTI graduates have the technical skills to work on a broad range of construction, environmental remediation, and cleanup projects at Superfund sites. EPA offers SuperJTI training through its Technical Assistance Services for Communities (TASC) contract, which provides training and independent technical assistance to communities. TASC provides assistance to communities affected by hazardous waste sites regulated by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), commonly known as Superfund, and the Resource Conservation and Recovery Act (RCRA).

Emergency Preparedness & Action

We organized a Stearns County advocacy trip to Washington, DC. We met with Members of the Minnesota delegation, congressional committees of interest and various federal agencies, including FEMA. The County was awarded over $165,000 from FEMA in Hazard Mitigation grants this year to construct tornado safe rooms.

In June 2016, a tornado touched down in Fallon County, Montana and caused extensive damage to a local lake. David Turch and Associates immediately initiated work with FEMA, County Officials, the Governor’s office, and the Montana Congressional Delegation to determine the best resources and funding structures to remediate the lake. We worked directly with the Governor’s Office to submit a ‘Major Disaster Declaration’ to the President and the Congressional Delegation to secure letters of support to the FEMA Administrator. Fallon County is currently receiving support from FEMA and the Army Corps of Engineers, and when the County recently asked for an extension, David Turch and Associates facilitated discussions with FEMA and Army
Corps of Engineers about the required steps and the compelling reasons to grant the request.

**APPROACH**

We maintain close relationships with our clients. Members of the management governing boards of our clients know us personally. We make frequent visits to your area. We listen. We work hard to understand your current needs and your plans for the future. We appreciate the role everyone plays in this team effort.

We will meet with West Valley Water District staff, and others, at your behest. We will gather and exchange information to develop a better understanding of your needs, interests, and priorities, both in the near and long-term. We will help you determine and develop your priorities for the coming year. Together we will establish a strategic plan to achieve your project goals that will help guide our work in Washington.

Following this visit, we will undertake our advocacy campaign with members of the California Congressional Delegation, the relevant House and Senate Committees, and the US Army Corps of Engineers. This outreach includes an explanation of your priorities and background material for those offices and staff to retain. We will, moreover, help you draft testimony for use before congressional committees and prepare handouts for Congress and the Corps.

We have one of the most sophisticated grant tracking programs in Washington. We systematically search for programs that will meet your needs and aid your priorities. We flag all relevant funding opportunities and guide you through the application process. We are notified by the appropriate agency relevant to West Valley Water District and relay the funding opportunities to you often a week or more in advance of the program becoming public.

We will work with you to develop a strategy to win political support and pursue funding for your various priorities. We will draft letters of support and collect signatures on Capitol Hill. We will do what it takes to bring about the results you expect and deserve.

David Turch and Associates encourages officials of West Valley Water District to visit Washington to meet with Members of Congress, congressional staff and Executive Branch officials. Your involvement with us in the federal governmental process and public policy issue debates are integral for success. Meeting with agency officials here in Washington promotes a symbiotic relationship in which they can better understand your particular needs and adjust programs and awards as needed. West Valley Water District’s involvement on the federal level with Washington officials is important.

As for your public outreach requirement, we plan to subcontract to achieve the following goals: to identify West Valley Water District’s community’s needs and concerns through a series of surveys, focus groups or other data-gathering techniques; develop and communicate a message through campaigns and, or community engagement efforts including public meetings and events, social media, web sites and software applications.
for mobile devices; continue to engage the community and adjust their communication efforts based on changing needs and issues.

REPORTING

We place great emphasis on communication. This will be done through personal updates and frequent visits with West Valley Water District. We will communicate with you extensively and expect to regularly hear from you. This gives you immediate information and provides you with the ability to ask detailed questions and provide specific direction. Such personal service fosters improved relations and provides a forum for more detailed examination of your federal issues.

This clear understanding of your direction is most useful during the legislative session when we arrange meetings and the opportunity for you to testify before the federal government. Your issues are important – they deserve proper acknowledgment and action. We understand how issues can develop quickly and we have the ability to adapt to such changing demands. We understand your agenda and track issues not specifically listed but of interest to you. As a client, you are a priority to us. We are available to you by email and phone call always.

CLIENT REFERENCES

Riverside Transit Agency
1825 Third Street, PO Box 59968
Riverside, California
Larry Rubio, CEO
951-565-5022 Office
Dates of Work Performed: 2006 to Present

City of Rialto, California
150 South Palm Avenue
Rialto, California
Mayor Deborah Robertson
909-820-2689 Office
Dates of Work Performed: Variable to Present

City of Temecula, California
41000 Main Street
Temecula, California
Mayor Matt Rahn, Ph.D., J.D.
951-694-6416 Office
951-239-7954 Mobile
Dates of Work Performed: 2006 to Present
STAFF BIOGRAPHIES

David Turch and Associates has the right people. We have the institutional knowledge to expertly navigate Congress and the Executive Branch. We will work on your behalf beginning immediately. Our office can be found on Capitol Hill; 517 2nd Street, Northeast, Washington, D.C.
We pride ourselves in working year-round for our clients and are accessible through many means of communication. We are a dedicated team devoted to success. Your day to day person of contact is Jamie Jones.

David Turch

David Turch served more than fifteen years as a legislative aide with Members of both the U.S. House and Senate and both major political parties. A former Division Director for two of the nation’s largest public relations firms, David achieved substantial expertise in the development of successful government marketing strategies. In August of 1987 he founded David Turch and Associates at its present location on Capitol Hill. David was graduated from Saint John's University with majors in economics and business administration.

Marilyn Campbell

Marilyn Campbell is our chief operating officer. A native Washingtonian, Marilyn brings extensive management and political experience including staff service on the House Rules Committee, the most powerful committee in Congress. Ms. Campbell also served as a staff member to the Senate Committee on Energy and Natural Resources and the Senate Committee on the Judiciary. Subsequently, Marilyn managed some of Washington’s top law firms and the Washington office of Ferranti International of the United Kingdom, one of the world’s leading defense contractors.

Col. Vic Tambone (USAF Ret.)

Mr. Tambone served the country as an Air Force officer for twenty-four years, rising to the rank of colonel. In addition to being a pilot, staff officer, and commander, he served with distinction in the Office of Legislative Liaison for the Secretary of the Air Force. Tambone also served as a program manager for aircraft acquisition, an Advance Agent for Presidential Flight Support, and the military aide to Secretary Henry Kissinger. President Bush appointed Mr. Tambone as the first Chief of Staff, Science and Technology Directorate, U.S. Department of Homeland Security, where he served as special advisor to the members of the Under Secretary’s immediate staff and also as a liaison to other components of the Department, the Administration, and the US Congress. Victor Tambone attended the Virginia Military Institute, and graduated from the United States Air Force Academy. He earned a Bachelor of Science degree in aeronautic engineering and a minor in astronautic engineering. He also holds a Masters degree in international politics from Webster University and is a graduate of the Harvard University, JFK School of Government, National Preparedness Leadership Institute.
Kodiak Hill-Davis

Kodiak Hill-Davis brings experience in both the legislative and regulatory process. Ms. Hill-Davis joined David Turch & Associates in 2007 after serving on the staff of Congresswoman Nancy L. Johnson. She has worked extensively on behalf of both public and private sector clients on a wide range of initiatives. She serves as the co-chair of the Transportation and Infrastructure Committee in Women in Government Relations. Ms. Hill-Davis earned dual degrees in Political Science and History from Smith College and a J.D. from George Mason University where she focused on regulatory law and analysis.

Jamie Jones

Jamie Jones has been with David Turch and Associates for the past 17 years focusing on meeting our clients’ interests in public safety, transportation, economic development, defense, environment and water related matters. Jamie has extensive experience working with municipalities, particularly in Southern California. Prior to joining the firm, Jamie worked for twelve years in the U.S. House of Representatives. As a senior level staffer for a member from the Los Angeles County Congressional Delegation, Jamie managed the legislative operations of the office and worked closely with both the Republican and Democratic leaderships of the House. Jamie worked as a consultant/advance representative on a congressional campaign in New York. He was also a senior associate for a New York-based financial institution. Jamie holds an advanced degree in International Affairs from The American University.

Kevin Bosch

Kevin Bosch is the director of legislative research; he monitors the activities of Congressional committees and agencies of the Executive Branch. Mr. Bosch provides the firm with a solid business perspective from his work as manager of Georgetown Pipe and Tobacco, an internationally renowned firm. Mr. Bosch holds an advanced degree in Comparative Politics from The American University.

Amanda Stephenson

Amanda Stephenson joined the firm from the School of Policy and Government at George Mason University where she earned her degree in political science. Ms. Stephenson attended George Mason as the recipient of a prestigious athletic scholarship and was a member of the Division I Women’s Soccer Team. She also earned a coveted nomination as a Women in Government Relations fellow. Ms. Stephenson has cultivated a deep understanding of the California region where her policy ingenuity proves to be advantageous.
David Turch and Associates

Fee Proposal

We recommend a negotiated monthly retainer as the best method of payment for our services for a proposed term of one year. Monthly retainers are an agreed upon amount for which we will perform all of the activities necessary to effectively represent your interests.

For you, a monthly retainer provides stability for planning and the elimination of the administrative expense required to analyze bills. Retainers allow you to level those expenses over the life of the contract. We demand that members of this firm focus on the job to be accomplished, not on dollars received. Monthly retainers are one way to maintain this high standard.

We have a formal conflict of interest policy. We notify all parties when any potential conflict might arise and in that notification state how we intend to resolve the potential conflict. We have zero litigation history throughout our 30 year tenure in business and the Government Accountability Office has always found David Turch and Associates to be in full compliance of the law.

We do not bill for usual and normal expenses. Before incurring any extraordinary expenses we solicit your prior approval. We encourage you to specify any other control over expenses you feel is appropriate. There are no hidden costs in our contract. Professional liability insurance is not applicable to our business. For the past three decades whenever requested the requirement has been waived.

Our suggested cost for the level of services you require is $12,500 per month.
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<th>Jan 2018 Balance</th>
<th>Minimum Balance</th>
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<tr>
<td><strong>Funds Under Control of the District:</strong></td>
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<tr>
<td>District Cash Drawers</td>
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<td>Checking and Savings:</td>
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<tr>
<td>B of A - General Government Checking</td>
<td>$39,126.64</td>
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<td>Government Agencies (Federal Home Loan Bank)</td>
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<td><strong>Total</strong></td>
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<td>$38,774,948.79</td>
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<td>2016A Bond - Principal Fund</td>
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<td>2016A Bond - Interest Fund</td>
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<td><strong>Grand Total</strong></td>
<td>$43,283,280.51</td>
<td>$44,267,001.06</td>
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I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601.

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

Deborah L. Crowley, Treasurer
DATE: March 9, 2018  
TO: Board of Directors  
FROM: Robert Christman, Interim General Manager  
SUBJECT: APPROVAL OF PAYMENT TO ALBRIGHT, YEE & SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED THROUGH JANUARY 31, 2018; INVOICE NO. 24875; $19,562.45

BACKGROUND:
Attached for the Board of Directors (“Board”) review and consideration is Invoice No. 24875 for Professional Services rendered by Albright, Yee & Schmit, APC during the month of January, 2018.

FISCAL IMPACT:
Special Legal Counsel Services is included in the Fiscal Year 2017-2018 approved Operating Budget.

STAFF RECOMMENDATION:
Approve Payment to Albright, Yee & Schmit, APC for Professional Services rendered through January 31, 2018, Invoice No. 24875; $19,562.45.

Respectfully Submitted,

[Signature]
Robert Christman, Interim General Manager
DATE: March 9, 2018
TO: Board of Directors
FROM: Robert Christman, Interim General Manager

BACKGROUND:

Attached for the Board of Directors (“Board”) review and consideration is Statement No.: 17-1012 for Professional Services rendered by Tafoya & Garcia, LLP during the month of December, 2017.

FISCAL IMPACT:

This item is included in the FY 2017/2018 Administration/Legal budget.

STAFF RECOMMENDATION:

Approve payment to Tafoya & Garcia, LLP for Professional Services rendered through December 31, 2017, Statement No.: 17-1012; $11,022.50.

Respectfully Submitted,

Robert Christman, Interim General Manager

CE:rc
DATE: March 9, 2018  
TO: Board of Directors  
FROM: Robert Christman, Interim General Manager  
SUBJECT: APPROVE PAYMENT TO LARSON O'BRIEN, LLP FOR PROFESSIONAL SERVICES THROUGH JANUARY 31, 2018 FOR THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT MATTER; INVOICE NO. 4220; $1,582.52

BACKGROUND:

Attached for the Board of Directors (“Board”) review and consideration is the invoice for Larson O’Brien, LLP for professional services rendered for the month of January 31, 2018 in the amount of $5,228.44. Larson O’Brien received a duplicate payment and credited the amount to this invoice bringing the total due to $1,582.52.

FISCAL IMPACT:

This item is included in the FY 2017/2018 Administration/Legal budget.

STAFF RECOMMENDATION:

Approve payment to Larson O’Brien, LLP for professional services through January 31, 2018 for the San Bernardino Valley Municipal Water District matter; Invoice No. 4220; balance due $1,582.52.

Respectfully Submitted,

Robert Christman, Interim General Manager
ATTACHMENT(S):
   1. LarsonO'Brien_Inv_4220
LARSON · O’BRIEN LLP

West Valley Water District
855 West Baseline Road
Rialto, CA 92376

Attn: Matt Litchfield

RE: adv. San Bernardino Valley Municipal Water Dist.

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<tr>
<th>Previous Balance</th>
<th>Fees</th>
<th>Expenses</th>
<th>Advances</th>
<th>Payments</th>
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As of January 1, 2018, the firm's rates increased on a standard basis.

Wiring Instructions (if applicable):

Bank: Wells Fargo Bank
433 N. Camden Drive
Beverly Hills, CA 90210
310-285-5865

ABA #: 121000248 (For Wires only)
ABA #: 121000248 (For ACH only)
SWIFT Code: WFBUI66 (For international use)
Account #: 9340641720

Beneficiary Name: Larson O'Brien LLP
Beneficiary Address: 555 S. Flower Street, Suite 4400
Los Angeles, CA 90071
213-436-4888 dceballos@larsonobrienlaw.com

Please Detach and Return This Portion With Your Remittance

Please remit payments to the following address:

Larson O'Brien LLP
555 South Flower Street
Suite 4400
Los Angeles, CA 90071

Amount Remitted _______________
Check No. _______________
Invoice Date 02/14/2018
Invoice No. 4220
Matter No. 1008.0002

INTEREST CHARGED ON UNPAID BALANCE AFTER THIRTY DAYS - 1% PER MONTH
DATE: March 9, 2018
TO: Board of Directors
FROM: Robert Christman, Interim General Manager
SUBJECT: GRESHAM SAVAGE NOLAN & TILDEN JANUARY 2018 BILLING (DATED FEBRUARY 7, 2018)

BACKGROUND:
Attached for the Board of Directors (“Board”) review and consideration are invoices (dated February 7, 2018) for Professional Services rendered by Gresham Savage Nolan & Tilden for January 2018.

FISCAL IMPACT:
Special Legal Counsel Services is included in the Fiscal Year 2017-2018 approved Operating Budget.

STAFF RECOMMENDATION:
Deny Payment for Professional Services rendered by Gresham Savage Nolan & Tilden for January 2018 as listed: Invoice No. 341322; $3,007.00, Invoice No. 341323; $3,982.27, Invoice No. 341324; $433.50, Invoice No. 341325; $123.68, Invoice No. 341326; $443.28, Invoice No. 341327; $1,187.88 and Invoice No. 341328; $0.00.

Respectfully Submitted,

[Signature]
Robert Christman, Interim General Manager

CE:rc
BOARD OF DIRECTORS
STAFF REPORT

DATE: March 9, 2018
TO: Board of Directors
FROM: Robert Christman, Interim General Manager
SUBJECT: APPROVAL FOR PROFESSIONAL SERVICES WITH EADIE & PAYNE, LLP

BACKGROUND:

West Valley Water District (“District”) would like to enter into an accounting and professional service agreement with Eadie and Payne, LLP to resume Treasurer services for the remaining 2018 calendar year.

DISCUSSION:

Eadie and Payne, LLP will provide the following services as the Treasurer:

1. Review the monthly treasurer’s report prepared by accounting personnel.
2. Review investments as of month end for compliance with the District’s policies.
4. Scan the monthly payroll cash report prepared for board for consistency.
5. Review monthly cash disbursement report prepared for board and compare to the detail Accounts Payable disbursement report.
6. Conduct sample disbursement testing.
7. Examine approvals for disbursements to ensure supportive documentation.
8. Review general ledger.
9. Present treasurer’s report to the Board of Director’s

Attached as Exhibit A is the Engagement Letter with Terms and Conditions

FISCAL IMPACT:

Treasurer services is included in the 2017-2018 operating budget.

STAFF RECOMMENDATION:

Approve the Professional Services Agreement with Eadie & Payne, LLP to provide services as Treasurer.
Respectfully Submitted,

Robert Christman, Interim General Manager

DM:CE

ATTACHMENT(S):
  1. Eadie & Payne, LLP
February 14, 2018

Board of Directors
West Valley Water District
855 West Base Line Rd.
P.O. Box 920
Rialto, CA 92377-0920

Dear Members of the Board:

Eadie and Payne, LLP is pleased to again provide West Valley Water District with the professional services described below. This letter, and the attached Terms and Conditions Addendum and any other attachments incorporated herein (collectively, "Agreement"), confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope
Eadie and Payne, LLP will provide the following services as the Treasurer for West Valley Water District for calendar year 2018:

1. Review the monthly treasurer's report prepared by accounting personnel. Includes tracing cash and investment balances to bank statements, review of restricted balances and tracing to general ledger or applicable schedule, verification of Capital Reserve Funds and Liquidity funds based on WVWD policies.

2. Review investments as of month end for compliance with WVWD policy.


4. Scan the monthly payroll cash report prepared for board for consistency with prior periods.

5. Review monthly cash disbursement report prepared for board and compare to the detail AP disbursement report.

6. Select a sample of disbursements for testing - usually between 8 and 12 items.

7. Examine supporting documentation for selected items, checking for approvals in accordance with WVWD policy, including review of staff report and board approval, comparative quotes or contracts, if applicable.

8. Review general ledger coding of sample items for reasonableness.
9. Present monthly Treasurer's report to the Board of Directors.

Deborah L. Crowley, CPA/partner would be the primary person assigned to fulfill the duties as Treasurer. She will perform all of the services described in the scope of services above. Hong Nguyen, CPA/partner will serve as a backup for Deborah and may perform some of the monthly review services in conjunction with Deborah.

Our fees for the above services will be $2,500 per month.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

EADIE AND PAYNE, LLP

Deborah L. Crowley
DLC/ct

Hong Nguyen

Attachment: Terms and Conditions Addendum

RESPONSE:
This letter correctly sets forth the understanding of West Valley Water District.

Management signature:
Title: ____________________________
Date: ____________________________

Governance signature:
Title: ____________________________
Date: ____________________________
Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum and the accompanying engagement letter comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this Terms and Conditions Addendum, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this Terms and Conditions Addendum, any reference to "we," "us," or "our" is a reference to Eadie and Payne, LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this Terms and Conditions Addendum.

Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket costs monthly as work progresses. Payment is due upon receipt. If payment is not received within 30 days, you will be assessed interest charges of 1% per month on the unpaid balance.

We reserve the right to suspend or terminate our work for non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Client Portals

To enhance our services to you, we will utilize a client portal, a collaborative, virtual workspace in a protected, online environment. The client portal permits real-time collaboration across geographic boundaries and time zones and allows Eadie and Payne, LLP and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use the client portal, you will be required to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement.

You agree that Eadie and Payne, LLP has no responsibility for the activities of the client portal and agree to indemnify and hold Eadie and Payne, LLP harmless with respect to any and all claims arising from or related to the operation of the client portal. While the client portal backs up your files to a third party server, we recommend that you also maintain your own backup files.

Items placed on the client portal will be deleted periodically according to firm policy.
Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not continue a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Records Management

Record Retention and Ownership
We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm’s record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 7 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm’s records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.
If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

**Disclaimer of Legal and Investment Advice**

Our services under this Agreement do not constitute legal or investment advice unless specifically agreed to in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

**Brokerage or Investment Advisory Statements**

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend you receive and carefully review all statements upon receipt, and direct any questions regarding account activity to your banker, broker or investment advisor.

**Other Income, Losses and Expenses**

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

**Limitations on Oral and Email Communications**

We may discuss with you our views regarding the treatment of certain items or decisions you may face. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by the gross negligence or willful misconduct of Eadie and Payne, LLP, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this in a separate engagement letter.

**Management Responsibilities**

While Eadie and Payne, LLP can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Eadie and Payne, LLP provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.
Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Alternative Dispute Resolution

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the AAA Professional Accounting and Related Services Dispute Resolution Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property we use are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Eadie and Payne, LLP.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this Agreement or as we determine professional standards require.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.
Entire Agreement

The engagement letter, including this Terms and Conditions Addendum and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.
BACKGROUND:
West Valley Water District ("District") participates in the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) property coverage programs. The current Earthquake limit of coverage is 2.5 million in a shared pool with 268 member agencies. The District has obtained several quotes from JPIA for an additional $40 million of earthquake coverage in order to properly insure the District’s assets.

DISCUSSION:
The purpose of this item is to obtain approval for an additional $40 million of earthquake coverage. At the January 18, 2018, Board of Director’s meeting a quote was presented for an additional $25 million of Earthquake coverage. Additional District assets were added to the policy as presented in Exhibit A.

FISCAL IMPACT:
The estimated annual premium is $133,748 based on Assets of $40 million.

STAFF RECOMMENDATION:
Consideration to approve the additional Earthquake coverage policy.

Respectfully Submitted,

Robert Christman, Interim General Manager
DM:CE

ATTACHMENT(S):

1. 18-19 Proposal - West Valley Water District - DIC 10 pct deduct
EXHIBIT A
2018 - 2019
Proposal: Difference in Conditions - Earthquake

Seth Cole
Senior Vice President

Robert Lowe
Vice President
## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your Service Team</td>
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</tr>
<tr>
<td>Named Insured / Additional Named Insureds</td>
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<tr>
<td>Proposal: Difference in Conditions – Earthquake</td>
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<td>NY Regulation 194</td>
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<td>Request to Bind Coverage</td>
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Your Service Team

**Seth Cole, ARM**  
Senior Vice President  
scole@alliant.com  
Direct: 415-403-1419  
Cell: 925-628-8216  
Fax: 415-402-0773

**Robert Lowe**  
Vice President  
robert.lowe@alliant.com  
Direct: 213-270-0145  
Cell: 213-215-1104

**Andrea Ferry, ARM**  
Account Manager  
aferry@alliant.com  
Direct: 415-403-1456  
Fax: 415-874-4811
Named Insured / Additional Named Insureds

Named Insured(s)
West Valley Water District

Additional Named Insured(s)

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.

- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.

- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).

- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a “Subsidiary” pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter’s acceptance of any proposed amendments to the policy, including expansion of the scope of “Insureds” under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.
Proposal: Difference in Conditions – Earthquake

<table>
<thead>
<tr>
<th>Insurance Carrier</th>
<th>AM Best Rating</th>
<th>S&amp;P Rating</th>
<th>State Covered Status</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landmark American Insurance Company</td>
<td>A+ XIII</td>
<td>A</td>
<td>Non-Admitted</td>
<td>$10M Primary Layer</td>
</tr>
<tr>
<td>Evanston Insurance Company</td>
<td>A XV</td>
<td>A</td>
<td>Non-Admitted</td>
<td>$10M xs $10M</td>
</tr>
<tr>
<td>Aspen Specialty</td>
<td>A XV</td>
<td>N/R</td>
<td>Non-Admitted</td>
<td>$10M p/o $20M xs $20M</td>
</tr>
<tr>
<td>Shelter Re</td>
<td>A IX</td>
<td>N/R</td>
<td>Non-Admitted</td>
<td>$7M p/o $20M xs $20M</td>
</tr>
<tr>
<td>Inter Hannover</td>
<td>A+ XV</td>
<td>N/R</td>
<td>Non-Admitted</td>
<td>$3M p/o $20M xs $20M</td>
</tr>
</tbody>
</table>

Proposed Policy Period: March 15, 2018 – March 15, 2019

Total Insured Value: $38,010,083 per Statement of Values on file with the Company

Total Proposed Premium: $129,317.00 Policy Premium
$300.00 Policy Fee
$4,174.74 Surplus Lines Taxes and Fees
$133,764.74 Total Annual Premium

Terrorism (TRIA) Option: $134,000.00 Policy Premium
$4,288.00 Surplus Lines Taxes and Fees
$138,288.00 Total Additional Premium for TRIA Option

Total Limits: $40,000,000 Per Occurrence and Annual Aggregate

Deductible: Earthquake: 10%, subject to a minimum of $25,000 per

Valuation: occurrence Replacement Cost, BI Actual Cost

Cancellation: 60 days notice of cancellation, except 10 days for non-payment of premium

Minimum Earned Premium: 25.00%
**Landmark American Insurance Company ($10,000,000 Limit)**

Sublimits: $3,000,000 Ordinance or Law – Coverages B&C (Combined) Not to exceed 10% for any one building/structure per statement of values on file with the Company

Sublimits are part of, not in addition to, the Property Limit(s) shown above

Coverages:
- Building (including fixed equipment, foundations)
- Ordinance or Law – Coverage A (included in Building Limit)
- Ordinance or Law – Coverage B & C (combined)

Perils: Earthquake
- Excluding Earthquake Sprinkler Leakage

Policy Attachments:
- Asbestos Exclusion (RSG 96013 1003)
- Building and Personal Property Coverage Form (CP 0010 1012)
- Causes of Loss – Earthquake (RSG 94085 0914)
- Exclusion & Limited Additional Coverage – Fungus (RSG 96004 0210)
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material (RSG 96014 0504)

Special Conditions:
- Any new locations are subject to underwriting review and acceptance by the carrier prior to binding.

**Evanston Insurance Company ($10,000,000 xs $10,000,000)**

Covered Property: Building, Equipment as per schedule of values on file with the company

Perils: Direct Physical Loss or Damage for the Peril of Earthquake only

Policy Attachments:
- Policy Jacket (MJIL 1000 08 10)
- CA Surplus Lines Notice D-2 (MPIL 1005-CA 01 17)
- Privacy Notice (MPIL 1007 03 14)
- Notice to Policyholders Claim Reporting (MPIL 1074 07 14)
- Forms Schedule (MDIL 1001 08 11)
- Service of Suit – CA (MEIL 1200-CA 03 16)
Special Conditions: Excludes all foreign locations and exposures

No new business or increased coverage on in-force business shall be bound on properties within 100 miles of tidal waters when a tropical storm or hurricane is within the boundaries West of 70 degrees West Longitude and North of 15 degrees North Latitude

Subject to disclosure of any claims or occurrences which may affect this policy which the applicant shall become aware of subsequent to the application date and prior to the inception date of coverage

Conditional upon favorable financials, inspection report(s) and compliance with recommendations, if requested

**Aspen Specialty; Shelter Re; Inter Hannover ($20,000,000 xs $20,000,000)**

**Covered Property:** Building and Fixed Equipment

**Perils:** Earthquake only

**Subject to:** Mandatory endorsements per individual company requirements and other company endorsements as applicable
OFAC Notice
Several Liability Notice
Sole Agent Clause
Uncollectible Underlying Insurance Clause
Minimum Premium Clause
Sanction Limit and Exclusion Clause
TRIA not Purchased Clause
Warrant all-risk including theft underlying policy in force

No new locations may be added without underwriter approval.
Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.
NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy’s requirements could result in a disclaimer of coverage by the insurer.
Other Disclosures / Disclaimers - Continued

Claims Made Policy (D&O/EPL):
(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy’s requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

NRRA:
(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.
Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance
A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.
Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

Glossary of Insurance Terms

Below are a few links to assist you in understanding the insurance terms you may find within your insurance coverages:

http://www.ambest.com/resource/glossary.html
http://www.irmi.com/online/insurance-glossary/default.aspx
Binding Requirements Recap

Below is a recap of required items:

- A written request to bind coverage
- *All Surplus Lines Taxes/Fees are Fully Earned*

<table>
<thead>
<tr>
<th>Coverage Line and Description of Subjectivity(ies)</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Difference in Conditions</td>
<td></td>
</tr>
<tr>
<td>• Signed Statement of Values (SOV)</td>
<td></td>
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<tr>
<td>• Signed D1</td>
<td></td>
</tr>
<tr>
<td>• Signed Terrorism Disclosure (Evanston Insurance Company)</td>
<td></td>
</tr>
<tr>
<td>• Signed Terrorism Disclosure (North Shore Management)</td>
<td></td>
</tr>
</tbody>
</table>

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind coverage prior to our receipt and underwriting acceptance of the above information. However, if we do bind coverage prior to such acceptance, the terms and conditions as indicated above may be amended until such receipt and acceptance. Any agreement to bind coverage in connection with this proposal must be in writing from an authorized employee of the Insurer.
Request to Bind Coverage

West Valley Water District

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

<table>
<thead>
<tr>
<th>Coverage Line</th>
<th>Bind Coverage for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Difference in Conditions – Earthquake</td>
<td>☐</td>
</tr>
</tbody>
</table>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

________________________________________  _________________________
Signature of Authorized Insurance Representative  Date

________________________________________
Title

________________________________________
Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*
NOTICE:

1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED “NONADMITTED” OR “SURPLUS LINE” INSURERS.

2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.

3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.

4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINE” BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC’S INTERNET WEB SITE AT WWW.NAIC.ORG.

5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE’S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC’S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF
APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER’S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

Date: ______________________________

Insured: ____________________________

D-1 (Effective January 1, 2017)
You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

PLEASE “X” ONE OF THE BOXES BELOW AND TAKE THE ACTION INDICATED.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>I hereby elect to purchase terrorism coverage for a prospective premium of $20,000.00.</td>
</tr>
<tr>
<td>☐</td>
<td>I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.</td>
</tr>
</tbody>
</table>

Policyholder/Applicant Signature

Print Name

Date
You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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( ) I hereby ELECT to purchase the Terrorism Coverage for certified acts of terrorism for a premium of $4,000 (plus applicable taxes and/or fees).

( ) I hereby REJECT this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

Applicant/Named Insured Signature: ________________________________

Print Name: _____________________________________________________

Date: _______________________

Policy Number: _______________________

Name of Insurer: ________________________________

ASPCO1114 0115