



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

ENGINEERING, OPERATIONS & PLANNING COMMITTEE MEETING
(AMENDED)
AGENDA

WEDNESDAY, APRIL 8, 2020 - 6:00 PM

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

Teleconference Notice: In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20 and the order of the County of San Bernardino dated March 17, 2020, there will be no public location for attending this Committee Meeting in person. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 807-977-6383. Public comment may also be submitted via email to nfarooqi@wvwd.org. The webinar will also be available for public viewing by visiting www.wvwd.org.

If you require additional assistance, please contact the Public Affairs Manager at (909) 820-3702 or email nfarooqi@wvwd.org.

BOARD OF DIRECTORS

Director Greg Young
Vice President Kyle Crowther

- 1. CONVENE MEETING**
- 2. PUBLIC PARTICIPATION**

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

3. DISCUSSION ITEMS

- a. Updates to Engineering, Operations and Planning Committee
- b. Consider an agreement with EVOQUA Water Technologies for Well11 Ion Exchange Media Replacement.
- c. Meter Equivalent Unit Charge Update.

- d. Consider Task Order No. 2 with Engineering Resources of Southern California, Inc. for Construction Management and Inspection Services for Casmalia Waterline Replacement Project.
- e. Consider Award of Contract for Construction of Casmalia Waterline Replacement Project to El-Co Contractors, Inc.
- f. Consider Purchase of Emergency Generator for Pump Station 6-2 with Quinn Power Systems.

4. ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on April 3rd, 2020.

Maisha T. Mesa, Executive Assistant



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

DATE: April 8, 2020
TO: Engineering and Planning Committee
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER AN AGREEMENT WITH EVOQUA WATER TECHNOLOGIES FOR WELL 11 ION EXCHANGE MEDIA REPLACEMENT

BACKGROUND:

The Well 11 ion exchange (IX) system is used to remove perchlorate from Wells 6 and 11 and during certain operational phases of the Fluidized Bed Reactor (FBR) Plant especially during startup to capture any remaining perchlorate that the FBR Plant would miss before discharging off-spec water into Cactus Basin No. 2. It is necessary to treat off-spec water to meet waste discharge permitting requirements.

The project includes the purchase, removal of existing resin and placement of perchlorate-specific anion exchange resin which has been approved for use at the Well 11 IX system by the State Water Resources Control Board's Division of Drinking Water (DDW). Regular replacement of the IX resin is necessary to meet water quality requirements. Award of this project will ensure that the FBR Plant has a way to address off-spec water during the inoculation period of indigenous microorganisms at startup.

DISCUSSION:

Amberlite PWA2 resin (PWA2) from Rohm & Haas is the permitted media for the Well 11 IX system. Evoqua provided PWA2 when the system was installed. Rohm & Haas was brought by Dupont and PWA2 has not been made since. PSR2 Plus resin has replaced PWA2 and is a DDW-permitted resin for use at Well 11 IX system and other District's IX systems. Attached as **Exhibit A** is the Sole Source & Distributor Letter. See cost summary below:

EVOQUA Water Technologies			
	Cost per Cubic Foot	Quantity (Cubic Feet)	Total Cost
PSR2 Plus Resin	\$214.29	247	\$52,929.63
Labor	\$53.27	247	\$13,157.69
Tax (7.75%)			\$4,102.05
Payment and Performance Bond			\$1,300.00
		Total	\$71,489.37

Goodrich/United Technologies Corporation (UTC) will reimburse the District 50% of the full cost. As West Valley Water District (District) has not taken over the Fix Bed Reactor (FXB) Plant from Carollo Engineers yet, any operation and maintenance cost associated with the FXB is not reimbursable. Carollo Engineers had used the Well 11 IX system during FXB startup, which UTC is not obligated to pay.

FISCAL IMPACT:

Goodrich/United Technologies Corporation (UTC) will reimburse the District 50% of the full cost. The District is responsible for \$35,744.685. This item was included in the Fiscal Year 2019/20 Operating Budget and will be funded from GL number 011-5350-532.43-05 titled "Repair & Maintenance/Structures/Facility" with a budget of \$50,000.00.

STAFF RECOMMENDATION:

Staff recommends that the Engineering, Operations and Planning Committee approve an Agreement with EVOQUA Water Technologies for Well 11 Ion Exchange Media Replacement and submit this item for consideration by the full Board of Directors at a future meeting.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM:jc

ATTACHMENT(S):

1. Exhibit A - Sole Source & Distributor Letter
2. Exhibit B - EVOQUA Proposal
3. Exhibit C - DDW Permit

EXHIBIT A



Evoqua Water Technologies, LLC

14250 Gannet Street, La Mirada, CA 90638

(Phone) 714-262-1560(Fax) 714-464-2230

February 24, 2020

Joanne Chan
Operations Manager
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377
O: (909) 875-1804 ext. 707
C: (909) 644-0011
E: jchan@wwwd.org

RE: REQUEST TO SUBSTITUTE PSR-2PLUS RESIN AT WEST VALLEY WATER DISTRICT

Dear Joanne,

The West Valley Water District has an ion exchange system for treatment of perchlorate contamination at Well 11. The system is operated by the West Valley Water District.

This current permit issued by the California Department of Drinking Water stipulates the usage of Amberlite PWA2 resin perchlorate selective resin from Rohm & Haas.

PWA2 was the perchlorate-selective resin Evoqua provided back when the system was installed; however, Amberlite PWA2 hasn't been made since Dow (now Dupont) bought Rohm&Haas. PSR2 Plus is the current generation of perchlorate selective resin and has replaced PWA2. Evoqua has an exclusive agreement with Dupont to provide PSR2 Plus.

PSR2PLUS resin has been previously permitted for use at many domestic perchlorate water sites within California and should thus not be a problem to include in the permit. We have included the NSF certification for this resin with this letter.

If you should have any questions, please feel free to call me.

Very truly yours:

Patricia Tinnerino
Evoqua Water Technologies
Field Sale Engineer
714-262-1560
Patricia.tinnerino@evoqua.com



Product Data Sheet

DOWEX™ PSR2 Plus Cl Ion Exchange Resin

For Selective Removal of Perchlorate from Potable Water

Description

DOWEX™ PSR2 Plus Cl Ion Exchange Resin is a strong base anion exchange resin for the selective removal of perchlorate from potable water.

Designed to offer exceptional selectivity for perchlorate, the gel matrix also helps achieve high capacity while the uniform particle size (UPS) allows operation at lower pressure losses compared to conventional perchlorate removal resins.

Typical Physical and Chemical Properties

Matrix	Styrene-divinylbenzene, gel
Type	Strong base anion
Physical Form	White to yellow spherical beads
Ionic Form as Shipped	Cl ⁻ Form
Total Exchange Capacity	≥ 0.7 eq/L
Water Retention Capacity	25 – 35%
Particle Size	
Particle Diameter ^b	700 ± 50 μm
Uniformity Coefficient	≤ 1.1
< 300 μm	1% max
Particle Density	1.07 g/mL
Bulk Density, as Shipped ^c	690 g/L (43 lb/ft ³)

^b For additional particle size information, please refer to the [Particle Size Distribution Cross Reference Chart](#) (Form No. 177-01775).

^c As per the backwashed and settled density of the resin, determined by ASTM D-2187.

Suggested Operating Conditions

Maximum Operating Temperature	60°C (140°F)
pH Range	0 – 14
Bed Depth, min.	1000 mm (3.1 ft)
Typical Service Flowrate	4 – 64 BV*/h (0.5 – 8 gpm/ft ³)
Typical Linear Velocity	12 – 54 m/h (5 – 22 gpm/ft ²)

* 1 BV (Bed Volume) = 1 m³ solution per m³ resin or 7.5 gal per ft³ resin

Please contact your Dow representative for system design and application testing details.

Commissioning and Limits of Use

DOWEX™ PSR2 Plus CI Resin is suitable for use in potable water applications after an initial commissioning pretreatment at ambient temperature.

Note

These resins may be subject to drinking water application restrictions in some countries.

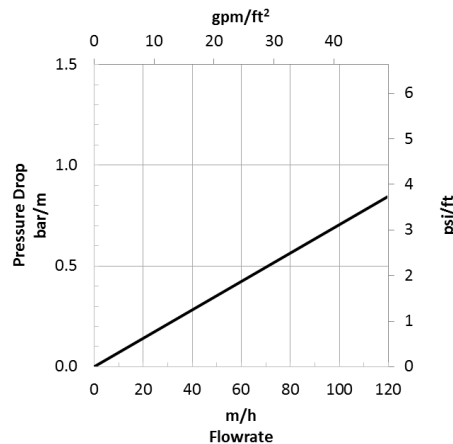
Please check the application status before use and sale.

Hydraulic Characteristics

Pressure drop data for DOWEX™ PSR2 Plus CI Resin as a function of service flowrate at 20°C (68°F) is shown in Figure 1. The pressure drop for other water temperatures can be calculated with the provided equations. Pressure drop data are valid at the start of the service run with clean water and a correctly classified bed.

Figure 1: Pressure Drop

Temperature = 20°C (68°F)



For other temperatures use:

$$P_T = P_{20^\circ\text{C}} / (0.026 T_{\text{C}} + 0.48), \text{ where } P \equiv \text{bar/m}$$

$$P_T = P_{68^\circ\text{F}} / (0.014 T_{\text{F}} + 0.05), \text{ where } P \equiv \text{psi/ft}$$

Packaging

- 5-ft³ (0.14-m³) fiber drums
- 1000-L (264-gal) super sacks

Product Stewardship

Dow has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our product stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with Dow products—from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

Customer Notice

Dow strongly encourages its customers to review both their manufacturing processes and their applications of Dow products from the standpoint of human health and environmental quality to ensure that Dow products are not used in ways for which they are not intended or tested. Dow personnel are available to answer your questions and to provide reasonable technical support. Dow product literature, including safety data sheets, should be consulted prior to use of Dow products. Current safety data sheets are available from Dow.

For more information, contact our Customer Information Group:

Asia Pacific	+86 21 3851 4988
Europe, Middle East, Africa	+31 115 672626
Latin America	+55 11 5184 8722
North America	1-800-447-4369

www.dowwaterandprocess.com

WARNING: Oxidizing agents such as nitric acid attack organic ion exchange resins under certain conditions. This could lead to anything from slight resin degradation to a violent exothermic reaction (explosion). Before using strong oxidizing agents, consult sources knowledgeable in handling such materials.

NOTICE: No freedom from infringement of any patent owned by Dow or others is to be inferred. Because use conditions and applicable laws may differ from one location to another and may change with time, Customer is responsible for determining whether products and the information in this document are appropriate for Customer's use and for ensuring that Customer's workplace and disposal practices are in compliance with applicable laws and other government enactments. The product shown in this literature may not be available for sale and/or available in all geographies where Dow is represented. The claims made may not have been approved for use in all countries. Dow assumes no obligation or liability for the information in this document. References to "Dow" or the "Company" mean the Dow legal entity selling the products to Customer unless otherwise expressly noted. NO WARRANTIES ARE GIVEN; ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

All information set forth herein is for informational purposes only. This information is general information and may differ from that based on actual conditions. Please note that physical properties may vary depending on certain conditions and while operating conditions stated in this document are intended to lengthen product lifespan and/or improve product performance, it will ultimately depend on actual circumstances and is in no event a guarantee of achieving any specific results. Nothing in this document should be treated as a warranty by Dow.



Water Quality Association

2/8/2019



CERTIFIED DRINKING WATER SYSTEM COMPONENTS

NSF/ANSI 61 - 2017: Drinking Water System Components - Health Effects

The Dow Chemical Company

2030 Willard H Dow Center

Midland, MI 48674

United States

<http://www.dow.com> (<http://www.dow.com>)

Product Type: Ion Exchange Resin

Brand Name	Model	Water Contact Temp	Water Contact Material	Size
AMBERLITE™	AMBERLITE PWA15 Anion Exchange Resin ⁴	Cold (23C)	SYN	525-625 um
AMBERLITE™	AMBERLITE PWA17 Anion Exchange Resin ³	Cold (23C)	SYN	16x50 mesh
AMBERLITE™	AMBERLITE SF120ES K ¹¹	Cold (23C)	SYN	25x70 mesh
AMBERLITE™	AMBERLITE™ HPR1100 Na ⁴	Cold (23C)	SYN	525-625 um
AMBERLITE™	AMBERLITE™ SCAV3 Cl ²	Cold (23C)	SYN	16x50 mesh
DOWEX	DOWEX 1 Anion Exchange Resin ¹⁵	Cold (23C)	SYN	16x50 mesh

DOWEX	DOWEX MARATHON C Cation Exchange Resin ⁴	Cold (23C)	SYN	525-625 um
DOWEX	DOWEX PSR-2 Anion Exchange Resin ^{1,2}	Cold (23C)	SYN	16x50 mesh
DOWEX	DOWEX PSR2 Plus (CL) Ion Exchange Resin ^{12,13}	Cold (23C)	SYN	0.5 - 0.9 mm
DOWEX	DOWEX SAR Anion Exchange Resin ⁵	Cold (23C)	SYN	16x50 mesh
DOWEX	DOWEX TAN-1 Anion Exchange Resin ⁷	Cold (23C)	SYN	16x50 mesh
DOWEX	Dowex RSC Na Cation Exchange Resin ⁸	Cold (23C)	SYN	16x50 mesh
DOWEX	HCR-S Cation Exchange Resin	Cold (23C)	SYN	16x50 mesh
DOWEX	HCR-S Cation Exchange Resin ⁹	Cold (23C)	SYN	300-1200 um

Product Type: Adsorption Media

AMBERSORB	AMBERSORB™ 4652 Adsorbent ¹⁴	Cold (23C)	SYN	20x60 mesh
AMBERSORB	AMBERSORB™ 560 Adsorbent ¹⁴	Cold (23C)	SYN	20x60 mesh

Facility: Fombio, Italy

Product Type: Ion Exchange Resin

Brand Name	Model	Water Contact Temp	Water Contact Material	Size
DOWEX	Dowex HCR-S/S Cation Exchange Resin	Cold (23C)	SYN	16x50 mesh

Facility: Midland, MI

Product Type: Ion Exchange Resin

Brand Name	Model	Water Contact Temp	Water Contact Material	Size
DOWEX	HCR-S/S Cation Exchange Resin ^{9,4,10}	Cold (23C)	SYN	16x50 mesh

¹ Anion Resin

² Certified for water treatment plant applications. This product has not been evaluated for point of use applications.

³ This product is certified with a minimum flow rate of = 0.4 gpm/ft³ of media.

⁴ This product is certified with a minimum flow rate of = 0.8 gpm/ft³ of media.

⁵ Flush at least 3 BV water.

⁶ This product is certified with a minimum of = 1.0 gpm/ft³ of media.

⁷ Flush 3 BV water at < 20 BV/hour.

⁸ This product is certified with a minimum flow rate of = 0.72 gpm/ft³ of media.

⁹ Flush 3 BV water at > 20 BV/hour.

¹⁰ The regeneration water consumption is at least .21 liters of regeneration water consumption per 100 grams of media.

¹¹ This product has not been evaluated for Point-of-Entry (POE) end-use.

¹² This product is certified with a minimum flow rate of 0.38 gpm/ft³ of media

¹³ For conditioning the resin; soak 1 hour with water. Then, rinse with RO/DI water at 10BV/hr = 0.044 gallons/minute for 20BV.

¹⁴ This product is certified for Process Media Applications (small and large systems).

¹⁵ This product is certified with a minimum flow rate of 0.4 gpm/ft³ of media.

EXHIBIT B



Confidentiality Statement

This document and all information contained herein are the property of Evoqua Water Technologies LLC. The design concepts and information contained herein are proprietary to Evoqua Water Technologies LLC and are submitted in confidence. They are not transferable and must be used only for the purpose for which the document is expressly loaned. They must not be disclosed, reproduced, loaned or used in any other manner without the express written consent of Evoqua Water Technologies LLC. In no event shall they be used in any manner detrimental to the interest of Evoqua Water Technologies LLC. All patent rights are reserved. Upon the demand of Evoqua Water Technologies LLC, this document, along with all copies or extracts, and all related notes and analyses, must be returned to Evoqua Water Technologies LLC or destroyed, as instructed by Evoqua Water Technologies LLC. Acceptance of the delivery of this document constitutes agreement to these terms and conditions.

Terms and Conditions

In the event Evoqua Water Technologies LLC is the selected vendor for the products and services contemplated in the subject bid, Evoqua Water Technologies LLC desires to negotiate a mutually agreeable set of terms and conditions to govern such transaction (including issues such as warranty, indemnity, appropriate limitations of liability and other substantive terms and conditions). Evoqua Water Technologies LLC will not be obligated to supply products or services pursuant to such bid unless and until the parties have entered into an agreement with terms and conditions mutually agreed in writing by the parties.



Evoqua Water Technologies LLC

April 1, 2020

Proposal #: 02.13.2020.PAT.R1

Ernie Montelongo
West Valley Water District
855 W. Base Line · P.O. Box 920
Rialto, CA 92377

Subject: Well 11 Water Treatment Facility Perchlorate Selective Resin Media Removal, Disposal,
Purchase and Installation Services

Dear Ernie:

Evoqua Water Technologies LLC is pleased to provide this proposal to the West Valley Water District for the resin change out services for the two (2) vessels at the Well 11 Treatment plant.

Evoqua appreciates the business we've done at West Valley as a trusted supplier. We are committed to making sure your systems are operating at the peak performance, and your citizens get reliable, compliant drinking water. Evoqua continually goes beyond when it comes to customer service as shown in our history with West Valley. We are there to help troubleshoot systems. We've installed items on the weekend. We really do care about making sure West Valley is running their treatment systems optimally.

We put that kind of attention into every change out we perform and look forward to continuing our services at Well 11.

The following proposal provides pricing for PSR2 Plus.

Please find the following scope of supply and pricing. Let me know if you have any questions. We do have resin in inventory and can provide a change out at your convenience. Thank you again for the opportunity to work with you on this.

Sincerely,

Patricia Tinnerino
Sales Engineer
Evoqua Water Technologies
714-262-1560
Patricia.tinnerino@evoqua.com



Evoqua Water Technologies LLC

Attachments:

- Scope of Supply
- Pricing
- PSR-2Plus Data Sheet
- Terms



SCOPE OF SUPPLY

The following identifies each activity to be provided by Evoqua Water Technologies. (Please note that a more detailed description of each of the processes follows):

Replace the resin at Well 11. Two vessels; one vessel (lead) holds approximately 100ft³ and the lag holds approximately 150ft³. The vessels are off line and they have not been used in a long time. The system has no water. Evoqua will need to vacuum the resin out. Access to the lead vessel is only by the side man way (see photo 2601). To vacuum the lag vessel, we would open the top man way (see photo 2600). Resin will stay on site and is already profiled to Indianapolis. They will provide a water truck to water up the slurry trailer. They want to get this done asap.

Day 1 - La Mirada vacuums resin into super sacks and cleans vessels.

- 100 cf lead bed- PSR2 Plus
- 150 cf lag bed – PSR2 Plus
- Vacuum out resin from lead vessel via side manway
- Vacuum out resin from lag vessel via top manway
- Resin will stay onsite and is currently profiled into Covanta Indianapolis.
- Disposal cost is included in turnkey price. At a future date we will haul removed resin to licensed facility for thermal destruction. Provide manifests and certificates documenting thermal destruction of spent resin.
-

Day 2 - slurry in total of 247ft³ of new PSR2plus resin; 100 to lead and 147 to lag.

- West Valley Water District will provide a water truck to water up the slurry trailer
- Evoqua to prep Resin at LA Facility
- Deliver and load washed, virgin resin in the IX vessel as a slurry.

As part of our proposal, Evoqua Water Technologies would like to detail the procedures and services that will be a part of this resin installation for your potable water use.

Resin Pre-Installation Services

Evoqua Water Technologies shall deliver resin in company owned and maintained trailers used solely for the transport of potable water resin. Trailers shall be thoroughly cleaned and sanitized prior to filling with resin and shall be lined or constructed with materials suitable for transporting resin that will be in contact with potable water.

Evoqua Water Technologies will provide a proprietary pre-conditioning of the resin in our plant prior to the delivery and installation at the Well 18A Treatment Plant. The resin will be prepared in the Evoqua Water Technologies Los Angeles resin processing plant utilizing a proprietary and CDDW approved process. Our Evoqua Water Technologies owned and operated slurry trailers, along with the hoses, connections and transfer pumps, will be disinfected in our plant, using AWWA recommended methods for disinfection. The washing and pre-treatment process of the ion exchange resin will include rinse-up at our Los Angeles facility. This process will minimize the rinse-up process to no more than an estimated two bed volumes per resin bed used for rinse up at the site.



Resin Removal and Vessel Cleaning (only if required)

The interior of the vessel will be scrubbed clean, first with the resin still in the vessel to make it easier to access the top. Confined space is required. Once the top is clean, the resin will be removed. Removal of the spent Ion Exchange Resin shall be accomplished by pressurizing the vessel with compressed air and/or water to displace the spent resin to the Evoqua owned and operated slurry trailer. Resin shall be transferred as water slurry only, using air pressure on the trailer as the motive force. After the resin is removed, Evoqua will finish cleaning the interior of the vessel.

Resin Delivery/Fill Services

Resin shall be transferred as water slurry only, using air pressure on the trailer as the motive force. Evoqua Water Technologies will perform a site safety review which will be held to best determine the safest methods for making the resin transfer. All connections will be inspected and disinfected prior to making hose connections for the slurry transfer. Fresh resin will be hydro-pneumatically slurried into each tank and slurry water will be sent to your discharge location, drain, pond, storage tank or other provided by owner, at the vessel site. After completion of the resin slurry, the tank will be filled with clean distribution water (to be provided by West Valley Water District) and pressurized to check for leaks. Once leak test is complete, the site will be cleaned to its prior level. Clean utility water to be provided to Evoqua Water Technologies by West Valley Water District.

Spent Resin Disposal Services

Evoqua Water Technologies will provide disposal of the spent resin as a non-hazardous spent material at the Covanta disposal facility which will include incineration of the resin at the local waste-to-energy facility. This facility has been environmentally audited for compliance by Evoqua Water Technologies. The incineration of the resin as final disposal includes issuance of a Certificate of Destruction of the spent resin by Evoqua Water Technologies, once it has been processed at the Covanta facility. Pricing has been included for this disposal method.

PRICING –PSR2 Plus

	\$/cu ft	Qty (cf)	Total \$
Resin	\$214.29	247	\$52,929.63
Labor	\$53.27	247	\$13,157.69
Subtotal (w/o tax)	\$267.56	247	\$66,087.32
Estimated Tax on resin only (7.75%)			\$4,102.05
Payment and Performance Bond		1	\$1,300.00
Total			\$71,489.37

Also Please Note:

- Proposal pricing valid for 30 days.
- Evoqua Standard Terms and Conditions are attached and are incorporated into this proposal by reference
- Terms of payment are net 30 days, 100% upon completion
- Seller's price does not include, and Seller shall not be responsible for, any taxes, permits, tariffs, duties or fees (or any incremental increases to such taxes, permits, tariffs, duties or fees enacted by governmental agencies) unless specifically agreed herein or otherwise by Seller in writing.
- FOB factory, freight allowed to jobsite.



Product Data Sheet

DOWEX™ PSR2 Plus Cl Ion Exchange Resin

For Selective Removal of Perchlorate from Potable Water

Description

DOWEX™ PSR2 Plus Cl Ion Exchange Resin is a strong base anion exchange resin for the selective removal of perchlorate from potable water.

Designed to offer exceptional selectivity for perchlorate, the gel matrix also helps achieve high capacity while the uniform particle size (UPS) allows operation at lower pressure losses compared to conventional perchlorate removal resins.

Typical Physical and Chemical Properties

Matrix	Styrene-divinylbenzene, gel
Type	Strong base anion
Physical Form	White to yellow spherical beads
Ionic Form as Shipped	Cl ⁻ Form
Total Exchange Capacity	≥ 0.7 eq/L
Water Retention Capacity	25 – 35%
Particle Size	
Particle Diameter ^b	700 ± 50 μm
Uniformity Coefficient	≤ 1.1
< 300 μm	1% max
Particle Density	1.07 g/mL
Bulk Density, as Shipped ^c	690 g/L (43 lb/ft ³)

^b For additional particle size information, please refer to the [Particle Size Distribution Cross Reference Chart](#) (Form No. 177-01775).

^c As per the backwashed and settled density of the resin, determined by ASTM D-2187.

Suggested Operating Conditions

Maximum Operating Temperature	60°C (140°F)
pH Range	0 – 14
Bed Depth, min.	1000 mm (3.1 ft)
Typical Service Flowrate	4 – 64 BV*/h (0.5 – 8 gpm/ft ³)
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* 1 BV (Bed Volume) = 1 m³ solution per m³ resin or 7.5 gal per ft³ resin

Please contact your Dow representative for system design and application testing details.

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Note

These resins may be subject to drinking water application restrictions in some countries.

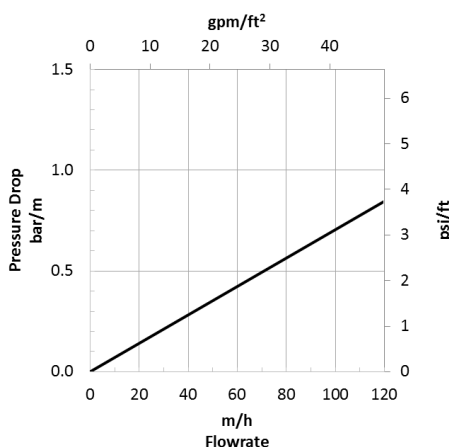
Please check the application status before use and sale.

Hydraulic Characteristics

Pressure drop data for DOWEX™ PSR2 Plus CI Resin as a function of service flowrate at 20°C (68°F) is shown in Figure 1. The pressure drop for other water temperatures can be calculated with the provided equations. Pressure drop data are valid at the start of the service run with clean water and a correctly classified bed.

Figure 1: Pressure Drop

Temperature = 20°C (68°F)



For other temperatures use:

$$P_T = P_{20^\circ\text{C}} / (0.026 T_{\text{C}} + 0.48), \text{ where } P \equiv \text{bar/m}$$

$$P_T = P_{68^\circ\text{F}} / (0.014 T_{\text{F}} + 0.05), \text{ where } P \equiv \text{psi/ft}$$

Packaging

- 5-ft³ (0.14-m³) fiber drums
- 1000-L (264-gal) super sacks

Product Stewardship

Dow has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our product stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with Dow products—from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

Customer Notice

Dow strongly encourages its customers to review both their manufacturing processes and their applications of Dow products from the standpoint of human health and environmental quality to ensure that Dow products are not used in ways for which they are not intended or tested. Dow personnel are available to answer your questions and to provide reasonable technical support. Dow product literature, including safety data sheets, should be consulted prior to use of Dow products. Current safety data sheets are available from Dow.

For more information, contact our Customer Information Group:

Asia Pacific	+86 21 3851 4988
Europe, Middle East, Africa	+31 115 672626
Latin America	+55 11 5184 8722
North America	1-800-447-4369

www.dowwaterandprocess.com

WARNING: Oxidizing agents such as nitric acid attack organic ion exchange resins under certain conditions. This could lead to anything from slight resin degradation to a violent exothermic reaction (explosion). Before using strong oxidizing agents, consult sources knowledgeable in handling such materials.

NOTICE: No freedom from infringement of any patent owned by Dow or others is to be inferred. Because use conditions and applicable laws may differ from one location to another and may change with time, Customer is responsible for determining whether products and the information in this document are appropriate for Customer's use and for ensuring that Customer's workplace and disposal practices are in compliance with applicable laws and other government enactments. The product shown in this literature may not be available for sale and/or available in all geographies where Dow is represented. The claims made may not have been approved for use in all countries. Dow assumes no obligation or liability for the information in this document. References to "Dow" or the "Company" mean the Dow legal entity selling the products to Customer unless otherwise expressly noted. NO WARRANTIES ARE GIVEN; ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

All information set forth herein is for informational purposes only. This information is general information and may differ from that based on actual conditions. Please note that physical properties may vary depending on certain conditions and while operating conditions stated in this document are intended to lengthen product lifespan and/or improve product performance, it will ultimately depend on actual circumstances and is in no event a guarantee of achieving any specific results. Nothing in this document should be treated as a warranty by Dow.



EVOQUA WATER TECHNOLOGIES LLCStandard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

IN WITNESS WHEREOF, the terms and conditions of this proposal are hereby accepted by both Buyer and Seller, who have caused this Agreement to be executed by the signatures of their duly authorized representatives below:

EVOQUA WATER TECHNOLOGIES LLC (SELLER)

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

BUYER

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT C

Permit

Media

Both vessels are filled with a non-regenerable Amberlite™ PWA2 resin manufactured by Rohm & Haas. This perchlorate selective resin is certified to the ANSI/NSF Standard 61 by the Water Quality Association, an ANSI-accredited listing organization. The bottom half of the resin is predicted to reach adsorption capacity somewhere between 3-6 months of operation depending on the influent concentration of perchlorate/nitrate. At this time, the bottom half of the resin is removed and the top half is refilled with fresh resin.

A pilot column of resin was prepared using a 6 inch diameter by 60 inch bed depth resin column set to receive water at the same proposed linear velocity as the linear bed (10 gpm/ft²). A computer simulation run by Rohm and Haas for the West Valley Well 11 site estimated that the resin would treat 1,657,652 gallons of water per ft³ of resin. The amount of resin in the demonstration vessel is 251 ft³ and approximately 100 ft³ of resin per cycle, and the cycle is estimated to last 90 days. Sample sets from the 11 sample ports located every six inches up the bottom half of the Demonstration vessel are expected to be taken every 15,000,000 gallons or approximately every 8 days. The resin will be changed out once the perchlorate sampling indicates that the bed exhaustion profile has reached the desired height in the bed. Rohm and Haas has indicated through the pilot test that the Amberlite PWA2 resin is selective to nitrate as well as perchlorate and thus does not expect either contaminant to leak into the distribution system.

Approved Resin – PSR2 Plus

From: Chang, Wei@Waterboards [mailto:Wei.Chang@waterboards.ca.gov]
Sent: Thursday, February 20, 2020 10:54 AM
To: Joanne Chan <jchan@wvwd.org>
Subject: RE: PROPOSAL - Well 11 Perchlorate resin change out

Joanne Chan,

Good morning. Yes, you can use the PSR2 Plus.

Wei Chang
SWRCB-DDW



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

DATE: April 8, 2020
TO: Engineering and Planning Committee
FROM: Clarence Mansell Jr., General Manager
SUBJECT: METER EQUIVALENT UNIT CHARGE UPDATE

BACKGROUND:

Inland Empire Utilities Agency (IEUA) informed West Valley Water District (District) on August 25, 2015 about its' plan for collection of the Meter Equivalent Unit (MEU) charge. IEUA's MEU charge was designed to recover the costs of IEUA's Water Resources Program, which supports the following IEUA's water resources initiatives:

- Managing delivery of imported water from MWD.
- Implementing water use efficiency programs throughout the IEUA service area.
- Providing water resources planning and stewardship in the region.
- Supporting regional water supply programs such as recycled water, groundwater recharge and storm water management.

In 2015, the District did not agree to pay this fee and did not pay.

DISCUSSION:

When Well No. 54 in the City of Fontana was out of service in 2019, the District executed a 4-Party Mutual Aid Agreement with Metropolitan Water District, Inland Empire Utilities Agency, and San Bernardino Valley Municipal Water District to deliver untreated State Project Water from IEUA to the Oliver P. Roemer Water Treatment Plant. The term of the agreement is three (3) years.

The MEU charge was included in the monthly bill and was paid. Now that Well No. 54 is back in service, IEUA continues to bill WVWD for the MEU and capacity charges. Attached as **Exhibit A** are the invoices from IEUA.

FISCAL IMPACT:

IEUA's MEU charge is not a reimbursable cost. The District incurs the cost to collect the charge and the audit would be negatively impacted.

STAFF RECOMMENDATION:

Staff recommends that the board considers two options. The first is to agree to collect the MEU fees on WVWD's water bills for the service area and charge administrative costs to IEUA. The second option is to notify IEUA that WVWD will continue its practice of not collecting the MEU fees.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM;jc

ATTACHMENT(S):

1. Exhibit A - IEUA Invoice(s)
2. Exhibit B - 4-Party Agreement
3. Exhibit C - IEUA Water Rates
4. Exhibit D - IEUA Memo
5. Exhibit E - Board Minutes

EXHIBIT A



RECEIVED
M. Blount
FEB 19 2020

RECEIVED
FEB 03 2020

L. Santoro **Invoice**

CUSTOMER NO: 20921

WEST VALLEY WATER DISTRICT

855 W. BASELINE ROAD
RIALTO, CA 92377

Reference:

INVOICE NUMBER: 90025857
INVOICE DATE: 01/27/2020
SERVICE PERIOD: 12/01/2019 to 12/31/2019
DATE DUE: 02/21/2020

ITEM	SERVICE	METER READINGS			BILLING UNIT	BILLING UNITS CONSUMED	CHARGE PER BILLING UNIT	NET AMOUNT
		METER	CURRENT	PRIOR				
10	Meter Equivalent Unit Charge				MEU	3,020	\$1.04	\$3,140.80

01739

VEN# _____ PO# _____
 GL# _____ Proj# _____
 GL# _____ Proj# _____
 APPROVAL _____

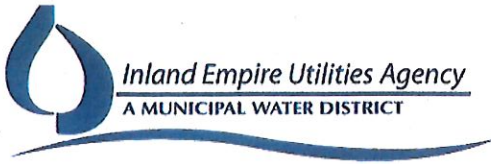
Please Pay From This Invoice

TOTAL DUE \$3,140.80

Rate Res 2018-6-7, WW, MWD, WVWD

Payment Terms: Due 25 Days After Invoice Date
 IF NOT PAID WITHIN 25 DAYS OF THE INVOICE DATE, A 2% PENALTY PLUS INTEREST (AT MAXM PROVIDED BY LAW) SHALL ACCRUE ON THE TOTAL OF ALL DELINQUENT FEES AND/OR CHARGES INCLUDING THE PENALTY, PER ORD 104. PLEASE PAY ON TIME, ADJUSTMENTS/REVISIONS WILL BE SETTLED ON SUBSEQUENT BILLINGS.

Remit To: P.O. Box 2650 Chino Hills, CA 91709
 TEL (909) 993-1600 FAX (909) 606-7364



RECEIVED
M. Blount
MAR 06 2020

Invoice

CUSTOMER NO: 20921

WEST VALLEY WATER DISTRICT

855 W. BASELINE ROAD
RIALTO, CA 92377

Reference:

INVOICE NUMBER: 90026108
INVOICE DATE: 02/27/2020
SERVICE PERIOD: 01/01/2020 to 01/31/2020
DATE DUE: 03/23/2020

ITEM	SERVICE	METER READINGS			BILLING UNIT	BILLING UNITS CONSUMED	CHARGE PER BILLING UNIT	NET AMOUNT
		METER	CURRENT	PRIOR				
10	Meter Equivalent Unit Charge				MEU	3,020	\$1.04	\$3,140.80
30	Capacity Charge \$8,800/cfs + 12 months = \$733.3333/cfs				CFS	1.800	\$733.34	\$1,320.01

VENDOR# _____ PO# _____
 GL CODE _____ Proj# _____
 GL CODE _____ Proj# _____
 APPROVAL _____

Please Pay From This Invoice

TOTAL DUE \$4,460.81

Rate Res 2018-6-7, WW, MWD, WVWD

Payment Terms:

Due 25 Days After Invoice Date
 IF NOT PAID WITHIN 25 DAYS OF THE INVOICE DATE, A 2% PENALTY PLUS INTEREST (AT MAXM PROVIDED BY LAW) SHALL ACCRUE ON THE TOTAL OF ALL DELINQUENT FEES AND/OR CHARGES INCLUDING THE PENALTY, PER ORD 104. PLEASE PAY ON TIME, ADJUSTMENTS/REVISIONS WILL BE SETTLED ON SUBSEQUENT BILLINGS.

Remit To:

P.O. Box 2650 Chino Hills, CA 91709
 TEL (909) 993-1600 FAX (909) 606-7364

EXHIBIT B

Agreement Among West Valley Water District, Metropolitan Water District of Southern California, San Bernardino Valley Municipal Water District, and Inland Empire Utilities Agency to provide Temporary Assistance to West Valley Water District for Imported State Water Project Supplies

West Valley Water District (West Valley) and Inland Empire Utilities Agency (IEUA) have requested assistance delivering water to West Valley's customers in the eastern part of the City of Fontana that overlaps IEUA's service area. The request is a result of a West Valley groundwater well that was taken out of service on May 24, 2018 for service and modifications. San Bernardino Valley Municipal Water District (Valley District) has an existing connection on the San Gabriel Valley Devil Canyon – Azusa Pipeline that can be used to deliver Imported State Water Project supplies from the Metropolitan Water District of Southern California (Metropolitan) to a portion of West Valley's service area that overlaps with IEUA's service area. Metropolitan has an existing agreement with San Gabriel Valley MWD that allows for the delivery of water through San Gabriel's Devil Canyon-Azusa Pipeline that would be used to deliver water to the Valley District connection.

1. This agreement is effective as of July 1, 2018 and will terminate December 31, 2020.
2. The amount of annual deliveries shall not exceed 500 acre-feet per calendar year.
3. Metropolitan will deliver the requested water to Valley District at Valley District's connection (Lytle Creek, Station, 1747+00) on the San Gabriel Valley Devil Canyon – Azusa Pipeline. Valley District will deliver the water to West Valley, and West Valley will provide the water to its customers within IEUA's service area. The delivery of the water is not guaranteed. Deliveries are limited to the unused capacity in the San Gabriel Valley Devil Canyon- Azusa Pipeline.
4. IEUA will pay Metropolitan's rate for full service untreated water in effect at the time of the delivery of the water to Valley District's connection for use within IEUA's service area by West Valley customers. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates in the same manner as deliveries made to IEUA through Metropolitan's distribution system and connections. Metropolitan will bill IEUA, and IEUA will pay Metropolitan, in accordance with the billing and payment provisions of Metropolitan's Administrative Code, as amended over time. West Valley will reimburse IEUA for all payments made by IEUA to Metropolitan under this agreement and per IEUA Ordinance 104. Valley District shall have no responsibility for the cost of such water delivered to Valley District's connection for use within IEUA's service area by West Valley customer.
5. West Valley will coordinate with IEUA on the monthly amount of imported water requested. IEUA will provide to Metropolitan and Valley District the amounts of water delivered by 3:00 pm on the third business day after the end of the month to account for the supplies. Reconciliation of water deliveries will be allowed in subsequent monthly accounting.
6. Metropolitan will be responsible for any Department of Water Resources charges for the State Water Project supplies delivered to West Valley through Valley District's connection.

- 7. Liability and indemnification shall be governed by section 4502 of Metropolitan's Administrative Code. Valley District and West Valley agree to the applicability of section 4502 of Metropolitan's Administrative Code in the same manner as that section applies to IEUA.
- 8. Neither Valley District nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water supplied or delivered by Valley District to West Valley and IEUA pursuant to this Agreement; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water; and West Valley and IEUA shall indemnify, defend, and hold harmless Valley District and its officers, agents, and employees from any such damages or claims of damages, and shall reimburse Valley District for costs of repair of Valley District's facilities and other damages resulting from the operations of West Valley and IEUA.

If the above meets with your understanding, please countersign below and return an original to Metropolitan.

ACKNOWLEDGED AND AGREED TO:

West Valley Water District

Clarence C. Mansell, Jr.
Clarence C. Mansell, Jr., Interim General Manager

ACKNOWLEDGED AND AGREED TO:

San Bernardino Valley Municipal Water District

Douglas M. Headrick
Douglas Headrick, General Manager

Metropolitan Water District of Southern California

Jeffrey Kuntlinger
Jeffrey Kuntlinger, General Manager

Inland Empire Utilities Agency

Halla Razak
Halla Razak, General Manager

BOARD OF DIRECTORS

Dr. Michael Taylor
President, Board of Directors
Kyle Crowther
Vice President, Board of Directors
Dr. Clifford O. Young, Sr.
Director
Greg Young
Director
Donald Olinger
Director
Crystal L. Escalera
Board Secretary
Patricia Romero
Assistant to the Board Secretary



ESTABLISHED AS A PUBLIC AGENCY IN 1952
WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE
WATER-USE EFFICIENCY AND CONSERVATION.

ADMINISTRATIVE

3.b.b

Clarence C. Mansell, Jr.
Interim General Manager
Ricardo Pacheco
Assistant General Manager
Deborah L. Martinez
*Human Resources
and Risk Manager*
Naisha Davis
Chief Financial Officer

November 27, 2018

Mr. Deven Upadhyay
Assistant General Manager/Chief Operating Officer
Metropolitan Water District of Southern California
Box 54153
Los Angeles, CA 90054-0153

Re: Agreement Among West Valley Water District, Metropolitan Water District of Southern California, San Bernardino Valley Municipal Water District and Inland Empire Utilities District

Dear Mr. Upadhyay:

Attached is the original letter agreement for your files that modifies the "Agreement Among West Valley Water District, Metropolitan Water District of Southern California, San Bernardino Valley Municipal Water District and Inland Empire Utilities District.

If you have any questions or need further information, please feel free to contact our office.

Sincerely,

WEST VALLEY WATER DISTRICT

Peggy Asche
Executive Assistant

Enclosure: as stated



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Office of the General Manager

November 14, 2018

Mr. Clarence C. Mansell, Jr.
General Manager
West Valley Water District
855 W. Baseline Road.
Rialto, CA 92376

Dear Mr. Mansell:

This letter agreement modifies the "Agreement Among West Valley Water District, Metropolitan Water District of Southern California, San Bernardino Valley Municipal Water District, and Inland Empire Utilities District to provide Temporary Assistance to West Valley Water District for Imported State Water Project Supplies". New conditions have come to the attention of the parties that require modification of the agreement.

The agreement shall be modified in the following manner:

1. The agreement is effective as of January 1, 2018, and will terminate December 31, 2020.
2. The amount of annual deliveries shall not exceed 800 acre-feet per calendar year.

If you concur with the above terms, please countersign below and return an original to Metropolitan. If you have any questions, please contact James Bodnar at (213) 217-6099 or via email at jbodnar@mwdh2o.com.

Sincerely,

Deven Upadhyay
Assistant General Manager
Chief Operating Officer
Metropolitan Water District of Southern California

Clarence C. Mansell, Jr.
General Manager
West Valley Water District

EXHIBIT C

RESOLUTION NO. 2019-6-7

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING IMPORTED WATER RATES

WHEREAS, pursuant to Division II, Part II, Section 201 of Ordinance No. 104, the Board of Directors of Inland Empire Utilities Agency* (Agency) establishes, from time to time, rates for water sold or delivered by direct connections to Metropolitan Water District of Southern California (MWD) facilities; and

WHEREAS, the Board of Directors of the Agency establishes rates for delivery of imported water supplies; and the rates are based on the approved and adopted biennial budget rates by the MWD Board on April 10, 2018.

NOW, THEREFORE, the Board of Directors hereby RESOLVES, DETERMINES AND ORDERS the following to be effective July 1, 2019, and January 1, 2020:

Section 1. That the rates of sales of imported water are direct pass-through charged by Metropolitan for each class of water. The rates, by class of water are as follows:

- (a) FOR TIER 1 FULL SERVICE UNTREATED WATER – i.e., domestic and municipal purposes:

01/1/2019 – 12/31/2019 \$731.00 per acre foot
01/1/2020 – 12/31/2020 \$755.00 per acre foot

- (b) FOR TIER 2 FULL SERVICE UNTREATED WATER – i.e., domestic and municipal purposes:

01/1/2019 – 12/31/2019 \$817.00 per acre foot
01/1/2020 – 12/31/2020 \$842.00 per acre foot

Resolution No. 2019-6-7
Page 2 of 4

(c) FOR GROUND WATER STORAGE PROGRAM

REPLENISHMENT WATER UNTREATED – This rate is available contingent upon the requirements of Metropolitan’s Administrative Code, and includes water delivered for groundwater replenishment and storage, by direct or in-lieu methods.

01/1/2019 – 12/31/2019 (NO RATE AVAILABLE)

01/1/2020 – 12/31/2020 (NO RATE AVAILABLE)

- (d) METROPOLITAN WATER SUPPLY ALLOCATION PLAN (WSAP) PENALTY RATES – Reduced imported water allocations caused by the adoption of a WSAP will reduce a member agencies Tier 1 allocation pursuant to Resolution 2016-9-1. Penalty rates will be applied in accordance to Metropolitans WSAP to IEUA and its member agencies if IEUA exceeds its imported water allocation` from MWD and is invoiced by MWD for WSAP penalty rates, during FY 2019/20. Any such penalty rates shall be “passed through” to the appropriate agency that caused the imposition of a penalty rate by MWD.

Section 2. That IEUA will impose any Metropolitan rates and charges, applicable to each service connection, if invoiced by Metropolitan to IEUA during FY 2019/20.

Section 3. That the Metropolitan levied Capacity Charge (\$/cfs) shall be as follows:

01/1/2019 – 12/31/2019 \$ 8,600 per cubic foot per second (cfs)

01/1/2020 – 12/31/2020 \$ 8,800 per cubic foot per second (cfs)

Section 4. That a minimum charge of \$1,000 per month will be collected from any active Metropolitan full service industrial connection beginning 7/1/2019 through 6/30/2020.

Section 5. That upon the effective date of this Resolution, Resolution No. 2018-6-7 is hereby rescinded in its entirety.

Resolution No. 2019-6-7
Page 3 of 4

ADOPTED this 19th day of June 2019.

Paul Hofer
President of the Inland Empire Utilities Agency*
and of the Board of Directors thereof

ATTEST:

Kati Parker
Secretary/ Treasurer of the Inland Empire
Utilities Agency* and of the Board of
Directors thereof

*a Municipal Water District

Resolution No. 2019-6-7
Page 4 of 4

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2019-6-7, was adopted at a regular
meeting on June 19, 2019, of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kati Parker
Secretary/Treasurer

(SEAL)

* A Municipal Water District

EXHIBIT D

MEMORANDUM

DATE: February 20, 2019
 TO: Accounts Receivable
 FROM: Sylvie Lee
 SUBJECT: West Valley Water District Charges

IEUA has an Agreement with West Valley Water District (WVWD), The Metropolitan Water District of Southern California (MWD), and San Bernardino Valley Municipal Water District (Valley District) to serve MWD untreated water to WVWD. The water will be physically delivered to West Valley customers in IEUA's service area by Valley District. MWD will invoice IEUA for the deliveries Valley District delivers at the rate for full service untreated water that is in effect at the time of delivery. IEUA will pay the MWD invoice. To reconcile the charges, IEUA will then invoice WVWD for reimbursement of the MWD rates and IEUA's associated MEU charges.

The first invoice will cover MEU charges from Jul 2018- Jan 2019.
 WVWD 3,020 MEU @ 2,989.80/month.
 Invoice for July 1, 2018 – January 31, 2019
 = (2989.8) 7
 = \$20,928.6

Agency	Total MEU's	IEUA Rate (\$/MEU-mth)	Monthly Charge (\$/mth)
West Valley District	3,020	\$ 0.99	\$ 2,989.80

Number of Meters by Customer Class									
Meter Size	Residential (SFR & MFR)	Non-Residential (Comm, Indst, etc)	Landscape	Fire Service	SubTotal Meters	Meters Eligible for MEU (excludes Fire)	Capacity	MEU Ratio	Total MEUs
5/8"					-	-	20	1.0	-
3/4"					1	1	30	1.0	1
1"					1,042	1,042	50	2.5	2,605
1 1/2"					11	11	100	5.0	55
2"					22	22	160	8.0	176
3"					-	-	350	17.5	-
4"					2	2	630	31.5	63
6"					-	-	1,400	70.0	-
8"					1	1	2,400	120.0	120
10"					-	-	3,000	150.0	-
12"					-	-	3,500	175.0	-
Not included Above - Please list									
Other (1)					-	-			-
Other (2)					-	-			-
Other (3)					-	-			-
Other (4)					-	-			-
Other (5)					-	-			-
Total	-	-	-	-	-	1,079			3,020

WVWD will be subject to all fees based on their take of MWD water such as capacity charges & RTS as pass through.

Meter No MWD-SGP					
Untreated Domestic	Constant	Previous Reading	Current Reading	Volume (Cu. Ft.)	Rate Desc.
San Gabriel Pipeline		0	0	0	Bundled

--- ADJUSTMENT ---

	Rate Per AF	Volume AF	Amount
Jan 2018 adj west valley water district deliveries	695.00	57.0	39,615.00
May 2018 adj west valley water district deliveries	695.00	36.0	25,020.00
Jun 2018 adj west valley water district deliveries	695.00	88.0	61,160.00
Jul 2018 adj west valley water district deliveries	695.00	102.0	70,890.00
Aug 2018 adj west valley water district deliveries	695.00	110.0	76,450.00
Sep 2018 adj west valley water district deliveries	695.00	88.0	61,160.00
Oct 2018 adj west valley water district deliveries	695.00	94.0	65,330.00
Nov 2018 adj west valley water district deliveries	695.00	69.0	47,955.00
Dec 2018 adj west valley water district deliveries	695.00	47.0	32,665.00
Jan 2019 adj west valley water district deliveries	731.00	40.0	29,240.00
Adjustment Subtotal		731.0	509,485.00

Beginning March 2019, WVWD will be invoiced monthly for all MWD charges and associated IEUA charges.

EXHIBIT E

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
September 20, 2018

Attendee Name	Present	Absent	Late	Arrived
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Donald Olinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kyle Crowther	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6:37 PM
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Patricia Romero	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Deborah Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ricardo Pacheco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Naisha Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

OPENING CEREMONIES

Pledge of Allegiance – Lead by Vice President Greg Young

Opening Prayer – Lead by Director Don Olinger

Call to Order

Roll Call of Board Members

- Director Dr. Michael Taylor was out of town attending a conference for his full time job and joined the meeting via teleconference pursuant to Government Code Section 54953. Mr. Robert Tafoya asked a series of questions to confirm Director Dr. Taylor was in compliance with the Brown Act prior to adopting the agenda and to establish compliance for the Board meeting.
- Director Kyle Crowther was late to the meeting and joined the Board at 7:37 PM.

WVWD

Minutes: 9/20/18

• APPROVAL TO ADD AN EMERGENCY ITEM TO THE AGENDA: CONSIDER APPROVAL OF A FOUR-PARTY AGREEMENT FOR A TEMPORARY SUPPLY OF STATE WATER PROJECT

Legal Counsel gave a brief report as to why the forenamed emergency item was being presented to the Board of Directors. Mr. Tafoya explained the West Valley Water District was waiting to join the “Four-Party Agreement for Temporary Supply of State Water Project” after the three other agencies listed in the agreement approved it. These agencies include the Metropolitan Water District, Valley District, and the Inland Empire Utilities Agency (IEUA). On September 19, 2018 the IEUA held a meeting and approved the agreement and was the last of the two other agencies to join. This in turn would allow the West Valley Water District to also enter into the agreement. These circumstances have made this item an urgent issue and the Engineering and Planning Committee and staff recommended the item to be added as an “Emergency Item” for the Board’s approval. Mr. Tafoya also explained the item could be added to the agenda if approved by a 4/5 Board vote. Vice President Young further clarified that if the item was approved to be added to the agenda it would be listed as item No. 15. The item was approved as voted below:

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

ADOPT AGENDA

Vice President Greg Young motioned to adopt the agenda with the addition of the emergency item to be added as item No. 15. Director Kyle Crowther second the Motion and it passed with the following vote:

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

PUBLIC PARTICIPATION

- June Hayes from the San Bernardino Valley Municipal Water District updated the Board of Directors on the Cost Benefit Analysis from the Department of Water Resources.

CONSENT CALENDAR

1. SEPTEMBER 6, 2018 REGULAR BOARD MEETING MINUTES

Director Dr. Taylor Motioned to move items No. 1 through item No. 10 on the Consent Calendar for approval, which was second by Vice President Greg Young. The items passed for approval with the following vote:

WVWD

Minutes: 9/20/18

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

2. APPROVAL OF AUGUST 2018 CASH DISBURSEMENTS REPORT

Director Dr. Taylor Motioned to move items No. 1 through item No. 10 on the Consent Calendar for approval, which was second by Vice President Greg Young. The items passed for approval with the following vote:

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

3. APPROVAL OF AUGUST 2018 PURCHASE ORDER REPORT

Director Dr. Taylor Motioned to move items No. 1 through item No. 10 on the Consent Calendar for approval, which was second by Vice President Greg Young. The items passed for approval with the following vote:

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

4. CONSIDER AN AGREEMENT WITH HARDY & HARPER, INC. FOR ANNUAL ON-CALL PERMANENT TRENCH PAVING ON AN AS-NEEDED BASIS

Director Dr. Taylor Motioned to move items No. 1 through item No. 10 on the Consent Calendar for approval, which was second by Vice President Greg Young. The items passed for approval with the following vote:

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

WVWD

Minutes: 9/20/18

5. CONSIDER A REQUEST FOR A CONTAINMENT LETTER FOR 19100 SLOVER AVE

Director Dr. Taylor Motioned to move items No. 1 through item No. 10 on the Consent Calendar for approval, which was second by Vice President Greg Young. The items passed for approval with the following vote:

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

6. CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH OAKMONT EL RIVINO, LLC

Director Dr. Taylor Motioned to move items No. 1 through item No. 10 on the Consent Calendar for approval, which was second by Vice President Greg Young. The items passed for approval with the following vote:

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

7. CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH CDRE HOLDINGS 10, LLC

Director Dr. Taylor Motioned to move items No. 1 through item No. 10 on the Consent Calendar for approval, which was second by Vice President Greg Young. The items passed for approval with the following vote:

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

8. CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH BRIDGE POINT SOUTH RIALTO, LLC

Director Dr. Taylor Motioned to move items No. 1 through item No. 10 on the Consent Calendar for approval, which was second by Vice President Greg Young. The items passed for approval with the following vote:

WVWD

Minutes: 9/20/18

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

9. CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH B&B PLASTICS RECYCLERS, INC.

Director Dr. Taylor Motioned to move items No. 1 through item No. 10 on the Consent Calendar for approval, which was second by Vice President Greg Young. The items passed for approval with the following vote:

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

10. CONSIDER PURCHASING ROTORK ACTUATORS AND PLANT VALVES FOR THE OLIVER P. ROEMER WATER TREATMENT PLANT

Director Dr. Taylor Motioned to move items No. 1 through item No. 10 on the Consent Calendar for approval, which was second by Vice President Greg Young. The items passed for approval with the following vote:

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

BUSINESS MATTERS

11. 4/10 WORK WEEK

President Dr. Young moved items No. 11, No. 12, No. 13 and emergency item No. 15 for approval with item No. 14 to be taken as a separate vote for discussion. Vice President Greg Young second the motion. Director Olinger asked Deborah Martinez, Human Resources and Risk Manager, to make comments to the public in relation to the 4/10 schedule and the operation of the District before a vote was taken. Mrs. Martinez notified the public that the 4/10 schedule will not interfere with the regular operations of the District and the steps taken by the District in planning the transition. No further comments were made and the items were approved by the following vote:

WVWD

Minutes: 9/20/18

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

12. APPROVAL OF DAVID TURCH & ASSOCIATES FOR PROFESSIONAL SERVICES RENDERED JULY 9 - AUGUST 8, 2018: \$12,500; AND FOR PROFESSIONAL SERVICES RENDERED AUGUST 9-SEPTEMBER 8, 2018: \$12,500

President Dr. Young moved items No. 11, No. 12, No. 13 and emergency item No. 15 for approval with item No. 14 to be taken as a separate vote for discussion. Vice President Greg Young second the motion and the items were approved by the following vote:

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

13. APPROVAL OF ALBRIGHT, YEE & SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED IN THE MONTH OF AUGUST, 2018; INVOICE NO. 25331: \$10,942.25

President Dr. Young moved items No. 11, No. 12, No. 13 and emergency item No. 15 for approval with item No. 14 to be taken as a separate vote for discussion. Vice President Greg Young second the motion and the items were approved by the following vote:

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

14. OPEB REVIEW

The Chief Financial Officer, Naisha Davis gave a brief report to the Board of Directors regarding the Districts Other Post-Employment Benefits (OPEB) fund. The OPEB Review is an annual pre-funding the District has elected to engage in order to meet OPEB cost. Mrs. Davis presented three strategies that have been recommended by the Districts actuary firm, Bartell Associates and recommended option "C" as listed in the staff report. The recommendation was passed with the following vote:

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

15. CONSIDER APPROVAL OF A FOUR-PARTY AGREEMENT FOR A TEMPORARY SUPPLY OF STATE WATER PROJECT

President dr. Young moved items no. 11, no. 12, no. 13 and emergency item no. 15 for approval with item no. 14 to be taken as a separate vote for discussion. Vice president greg young second the motion and the items were approved by the following vote:

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

PUBLIC HEARING

• **FIFTH PUBLIC HEARING FOR THE TRANSITION FROM AT-LARGE TO DISTRICT-BASED BOARD MEMBER ELECTIONS PURSUANT TO ELECTIONS CODE SECTION 10010 AND GOVERNMENT CODE SECTION 34886**

President Dr. Young announced that there would not be a presentation by Dr. Levitt at this meeting and Dr. Levitt was in attendance and would be available to answer any technical questions should they be raised.

Following this announcement, President Dr. Young opened the hearing by asking any members of the attending community to come forward who would like to speak in favor of the matter posted in the proposed Resolution No. 2018-26. No speakers came forward.

President Dr. Young then called for anyone who would like to make comments in opposition to matter posted in the proposed Resolution No. 2018-26 to come forward. Mr. Joseph Mayes, Jr. came forward and spoke on behalf of the Westside Action Group in recommendation of map 102b. Mr. Mayes submitted a statement to the Board Secretary for recording which is attached at "Exhibit A." President Dr. Young requested the Board Secretary to include all the statements received from the Westside Action Group to be included in the meeting minutes for documentation. No further speakers came forward to make comments and President Dr. Young called the public meeting to a close.

Following the hearing, President Dr. Young called for a motion to approve Resolution 2018-26 as presented with discussion. Director Dr. Taylor made a motion to approve the resolution which was second by Vice President Greg Young. Discussion then ensued.

Vice President Young asked Dr. Levitt to comment on the maps and their compliance with State regulations. Dr. Justin Levitt remarked that map 101b as well as the other maps that were presented, all meet the requirements of the State law and Federal Voting Rights Act. Director Don Olinger then asked Dr. Levitt to respond to a few concerns he received from a community member. The first concern was lack of representation of the African-American communities' in the proposed divisions and the possible violation of map 101b. Dr. Levitt was aware of the concern expressed and explained to Director Olinger the steps taken to ensure the African-American community was properly represented in each map as well as

WVWD

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being fully compliant with the law. Discussion ensued and Dr. Levitt recited statistical information as well as government law that was used to create the map(s) that were presented. Director Olinger's second question was are the maps in perpetuity. Dr. Levitt confirmed that the maps are not in perpetuity and will need to be drawn again following the data received in the 2020 Census. The last question Director Olinger asked was a concern expressed by a member of the community regarding gerrymandering. He asked Dr. Levitt to respond to this comment. Dr. Levitt retorted by saying it is not illegal to draw maps to preserve incumbency and the Supreme Court has deemed this issue to be a political matter and will not reject the maps on this basis. President Dr. Young then commented that he spoke to Walter Hawkins from the Westside Action Group who had similar concerns and had invited him to bring a presentation of the maps he proposed to the Board. Mr. Hawkins was not in attendance.

No further comments or questions were raised by the Board and being satisfied with the answers received, the following vote was then taken:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Taylor, 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**
 - Vice President Young: He thanked Dr. Levitt for the effort put forth by his firm in creating the maps and the work they did for the District.
 - Director Don Olinger: Also thanked Dr. Levitt for the work he produced and commented that he spoke to Mr. Hawkins to held Dr. Levitt in high regard. Director Olinger also thanked the public who spoke during these hearing and the concerns they brought to the Board.
 - Director Dr. Taylor: Agreed with the previous statements made by the Directors regarding the work done by Dr. Levitt and his team.
- **Legal Counsel**
 - Mr. Robert Tafoya had no report from Closed Session.
- **General Manager**
 - Interim General Manager Clarence Mansell asked Assistant General Manager Ricardo Pacheco to announce an event that was coming up for the District. Mr. Pacheco announced a Ribbon Cutting Ceremony for the Districts First Hydroelectric Generation Facility at the West Valley Water District's Roemer Plant will be taking place on October 13, 2018. The event will begin at 8:30 AM and will conclude around noon. All the community members were invited to attend.

WVWD

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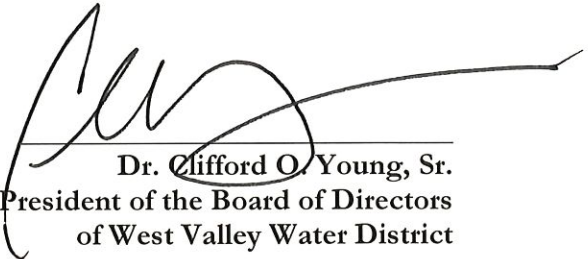
CLOSED SESSION

No action was taken during Closed Session.

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Two (2)
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Karen Logue v. West Valley Water District Case No.: CIVDS1818381
- 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

ADJOURN

This meeting adjourned at 7:10 PM.



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

ATTEST:


Crystal L. Escalera, Board Secretary

WVWD

Minutes: 9/20/18

Exhibit A



West Valley Water District Map Recommendation September 20, 2018

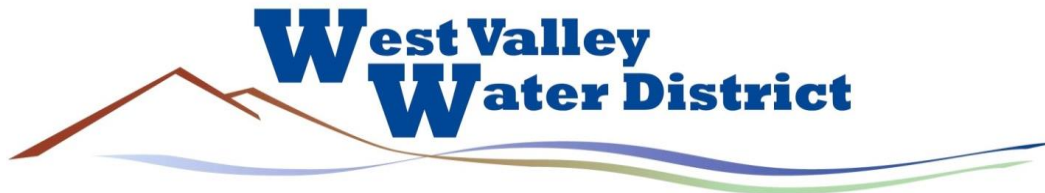
The Westside Action Group (WAG) has analyzed the revised maps that have been posted online for discussion at the meeting today. We strongly recommend that the West Valley Water District Board adopt **Map 102b**.

Based on the criteria relative to Federal Laws, Traditional Redistricting Criteria, and the California Voting Rights Act, **Map 102b** has the highest ranking among the four options still under consideration. We are still concerned that each exhibit still maintains a boundary on a cul-de-sac between District 2 and District 3.

WAG recommends that the West Valley Water District Board adopt **Map 102b** because it has the highest ranking for maintaining neighborhoods and communities of interests. This map maintains the continuity of the African American community better than **Map 101b**.

In summary, we feel that it is the best option that complies with most of districting criteria.

WAG will be available to discuss our recommendations in more detail.



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

DATE: April 8, 2020
TO: Engineering and Planning Committee
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER TASK ORDER NO. 2 WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CASMALIA WATERLINE REPLACEMENT PROJECT

BACKGROUND:

The West Valley Water District (“District”) water distribution system has capacity deficiencies and infrastructure improvements needed to enhance system hydraulics. Distribution mains and services serving a portion of Rialto were constructed in the 1950’s and pipeline upsizing is necessary to improve system operation.

To address this issue, the District initiated a project that includes the replacement of 4-inch steel pipe with the installation of approximately 830 lineal feet of 8-inch ductile iron pipe, 10 lateral services, a new fire hydrant, and connections to existing waterlines within the street right-of-way of Casmalia Street and Lilac Avenue.

DISCUSSION:

A Request for Proposal (“RFP”) was posted on Planet Bids to five (5) Consulting firms for Construction Management and Inspection Services (“CMIS”) for Casmalia Waterline Replacement Project. Four (4) Consulting firms – Albert A. Webb Associates (“WEBB”), Engineering Resources of Southern California, Inc. (“ERSC”), Michael Baker International (“MBI”), and TKE Engineering, Inc. (“TKE”) submitted proposals.

The four (4) Consulting firms’ written proposals were similar in qualifications and technical expertise. The proposal costs for the CMIS for Casmalia Waterline Replacement Project were as follows:

Consultant	Cost
ERSC	\$53,600.00
MBI	\$54,610.00
TKE	\$62,772.00
WEBB	\$95,907.00

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.

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 Engineering Resources of Southern California, Inc. provides the best value for the District's needs for this project. Engineering Resources of Southern California, Inc. will bill only actual hours worked per day on a time and material basis, and any unused hours will not be billed to this project. A copy of the proposal received from ERSC is attached as **Exhibit A**.

FISCAL IMPACT:

The cost to perform the CMIS for Casmalia Waterline Replacement Project as proposed by Engineering Resources of Southern California, Inc. is \$53,600.00. This item was included in the Fiscal Year 2019/20 Capital Improvement Budget under the W17011 Casmalia Main Replacement project. Additional funds will be needed. The District's contingency budget for Capital Improvement Projects has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2019-2020 Project Name	Current Budget	Contract Cost	Transfer From/To	Remaining Budget
CIP Contingency	\$192,523.19	\$0.00	(\$53,600.00)	\$138,923.19
W17011 Casmalia Waterline Replacement	\$0.00	\$53,600.00	\$53,600.00	\$0.00

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations, and Planning Committee approve Task Order No. 2 with ERSC for CMIS for Casmalia Waterline Replacement Project as proposed by ERSC in the amount of \$53,600.00 and have this item considered by the full Board of Directors at a future meeting and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - Proposal Submitted by ERSC

EXHIBIT A

ERSC

Engineering Resources of Southern California

Proposal for Construction Management and Inspection Services - W17011, Casmalia Water Main Replacement

Submitted: March 27, 2020



March 27, 2020

West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

RE: Request for Proposals for Construction Management and Inspection Services - W17011, Casmalia Water Main Replacement

Dear Members of the Selection Committee,

Engineering Resources of Southern California, Inc. (ERSC) is pleased to have the opportunity to submit a proposal to the West Valley Water District as a qualified, experienced consultant to provide Construction Management and Inspection Services.

ERSC was founded in 1996 to provide Engineering, Design, and CM/Inspection services to the public sector. The firm has delivered a proven record in Construction Engineering Services, not only to local municipalities, but to numerous agencies and special districts throughout Southern California. The key staff who would be assigned to your projects have served clients with similar needs.

ERSC has selected Ms. Joanna Rembis, PE, to serve as the Project/Construction Manager for this project. Ms. Rembis has over 20 years of Civil Engineering and Construction Management experience in projects of similar size and scope and we believe her past work experience and various projects with the West Valley Water District will contribute to the successful completion of this project within the parameters of the RFP.

By selecting ERSC, the West Valley Water District will benefit from the wealth of knowledge and experience that our team possesses, and we are confident in our abilities to go above and beyond to provide excellent customer service to the District. ERSC's project manager and inspectors will act as an extension of the District staff. Our project manager will provide the District with quick and efficient reviews of submittals, procedures, RFI's, change orders and approval on invoices. As a result of efficient construction management, progress meetings are kept to a minimum, which saves the District's personnel time to work on other pressing matters. ERSC's inspector will perform observations and inspection during the entirety of the project to ensure the project is built per plans, specifications, contract documents, and in a timely fashion. With our local presence, extensive experience and broad resources, the ERSC team is the right choice.

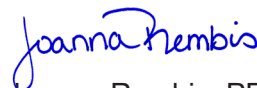
This proposal shall be valid for 90 days as specified in the RFP from the closing date and time for receipt of proposals. I am authorized to negotiate and sign contractual agreements for ERSC. ERSC has read the West Valley Water District indemnification and insurance requirements and shall meet these requirements upon selection. The information submitted is true and correct to the best of my knowledge.

We look forward to the opportunity to work with the West Valley Water District. If you have any questions, or require additional information, please contact Joanna Rembis at jrembis@erscinc.com or (909) 890-1255

Respectfully submitted,



John M. Brudin, PE
President



Joanna Rembis, PE
Principal Engineer – Project Manager

Office Responsible for Project:
1861 W. Redlands Blvd.
Redlands, CA 92373
(909) 890-1255, info@erscinc.com

Evaluation Period Contact:
Ms. Joanna Rembis, PE
Principal Engineer
(909) 890-1255 x130
jrembis@erscinc.com



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Firm Qualifications and Background

Engineering Resources of Southern California, Inc. (ERSC) was formed in 1996 with the asset purchase of NBS/Lowry, Inc. Since formation, ERSC has been committed to serving the Southern California region's public sector such as Special Districts, Regional Agencies, and Municipalities. ERSC currently staffs over 42 engineers, designers, construction observation personnel, and administrative support staff in four offices located in Redlands, Palm Desert, Temecula, and Irvine.



ERSC Capabilities

ERSC's capabilities are both the reason for and result of our history of providing professional services and solutions to agencies throughout the public sector. Our range of in-house capabilities allows us to meet the needs of clients throughout the life of any potential project.

- Water/Wastewater Engineering
- Construction Management and Inspection
- Civil Site Design
- Transportation Engineering
- Independent Plan Review
- Flood Control and Drainage Engineering
- Water Quality/NPDES
- Traffic Engineering
- Survey and Mapping
- Environmental Services

ERSC and WWWD

ERSC staff have worked with the District before the inception of either. Our relationship extends to 1962, when WWWD was still West San Bernardino County Water District and ERSC staff worked under NESTE, Brudin, and Stone, Inc. Since that time, ERSC and WWWD have worked together on over 200 individual projects. We hope to continue a successful relationship for the execution of this project.

ERSC Professionals

The strength behind ERSC is our staff of qualified and experienced engineers, designers, construction observation personnel, and administrative support staff. We strive to match the exceptional skills, technical abilities, character, and attitude of our team members to the needs of our clients. ERSC staff work daily to create partnerships with our clients to transform their projects from the broadest level of general scope to final planning, design, implementation and construction resolution.

Many ERSC professionals have significant previous experience as municipal and public agency employees. As a result, ERSC can approach your project with first-hand knowledge of agency culture and how any agency envisions the planning and processing of a well-executed project.

Firm Qualifications and Background

ERSC Reliability

We believe that our long-standing service to a variety of public agency clients throughout California, many on a continuous basis throughout our 24 years in business, is a testimonial to the quality of services we provide. Many of our clients have continually sought our services since our first year of business.

Throughout years of service, ERSC has developed significant financial resources and organizational efficiencies. Development of proficiencies in these areas has allowed ERSC to continually deliver projects that routinely exceed client expectations.

ERSC Corporate Information

Engineering Resources of Southern California, Inc.
 1861 W. Redlands Blvd.
 Redlands, CA 92373

Contact Information

Joanna Rembis, PE, Principal Engineer
 1861 W. Redlands Blvd.
 Redlands, CA 92373
 Telephone: 909.890.1255 ext. 130
 Fax: 909.890.0995
 Email Address: jrembis@erscinc.com

ERSC Insurance Coverage Levels	
Professional Liability	\$ 1.0 Million Per Occurrence; \$ 2.0 Million Aggregate
General Liability	\$ 1.0 Million Per Occurrence; \$ 2.0 Million Aggregate
Automobile	\$ 1.0 Million Combined Single Limit
Workman's Comp	Maintained at levels required by law.

Type of Entity

Corporation Organized in California

Federal Employer I.D. Number.

33-0718153

CA Dept. of Industrial Relations Number

1000017460

Years in business

24 years



● ————— **Joanna Rembis, PE**
 Principal Engineer Project Manager

●
Mark Korando
 Sr. Construction Inspector

●
Steve Allen
 Sr. Construction Inspector



Joanna Rembis, PE | Principal Engineer

Education

California State Polytechnic University,
Pomona

Registrations / Certifications

Registered Civil Engineer C75535

Affiliations

American Water Works Association
Past Chair of the Tanks, Reservoirs,
Structures, Maintenance Committee
Inland County Water Association
Southern California Water Utility
Association
American Society of Civil Engineers

Areas of Expertise

Municipal Engineering Services
Construction Management
Structural and Welding Inspection

Ms. Rembis has more than 20 years' experience in the field of Project Engineering/Project Management, Field Inspection and Customer Support - 12 of which she spent as a Project Manager. Her experience includes preparing specifications, plans, and bid packages for rehabilitation and design of new tank projects. Ms. Rembis can also assist in generating and editing technical reports and photo surveys and provides quality control inspection and construction management services for various projects including water tanks, pipelines, and cathodic protection.

She developed the specifications and plans for the rehabilitation of over 500 welded steel, bolted steel, and concrete reservoirs and for the construction of 20 plus new welded steel and bolted steel tanks. Technical specifications have included earthwork, masonry, concrete, rebar, tank construction, Cal/OSHA safety, coatings, piping, valves, cathodic protection, electrical, and roofing.

She prepared and provided cost estimates to clients for new projects. Conducted QA/QC for the projects and reviewed all major deliverables before delivered to clients. Maintained regular communication with clients to ensure compliance with

the established project goals and execution.

Handled construction management services for over 500 projects:

- Conducted pre-construction meeting for the project to ensure all contract documents have been assigned, issued the notice to proceed, reviewed project scope and timeline.
- Prepared change orders and answered RFI's.
- Reviewed and approved project submittals.
- Met and communicated with contractors to update project status and schedule.
- Provided field inspection for soil compaction, grading, surveying, rebar and concrete placement, welding, sandblasting, and coating, piping installation, electrical, Hypalon liners, roofing systems, and cathodic protection systems.

Similar Project Experience:

Bloomington Area Waterline Replacement Phase 3A, West Valley Water District, Rialto, CA – Project Manager for the Bloomington Phase 3A of the Bloomington Area Waterline Replacement initiative. During this phase, the District's selected contractor installed approximately 5,600 lineal feet of fully welded CML&C water line, relocated 141 water services from backyard alleyways to front of properties, and installed 14 new fire hydrants.

Coachella Valley Water District, Coachella, CA – Over the past 20 years, provided engineering and construction management services to the District on various projects. The following are highlights of the services and projects provided for the District:

- Evaluated and prioritized 64 reservoirs in the District's system for maintenance and rehabilitation.
- Prepared specifications and plans for Cal/OSHA safety upgrades on 64 reservoirs, provided bid support and in the process of providing construction management for the upgrades.
- Formulated specifications and plans for the design of nine new reservoirs and rehabilitation of 18 reservoirs.

Joanna Rembis, PE | Principal Engineer

- Provided bid support, construction management, and quality control inspection for 25 of the reservoirs.
- Prepared specifications and plans for the installation of a new concrete ringwall under an existing 5.0 MG reservoir and provided construction management for the rebar placement and concrete pour.
- Managed over \$10M in project costs for the District.

Long Beach Water Department, Long Beach, CA – Over the past 20 years, provided engineering and construction management services on multiple projects for the Water Department.

- Evaluated 36 tanks in their system for corrosion, seismic/structural, and safety.
- Prepared technical specifications, plans, and bid packages for 13 tank rehabilitation projects and provided construction management and quality control inspection, for all 13 rehabilitation projects.
- Supplied the design and construction management for the installation of cathodic protection systems in 34 of the tanks.
- Prepared specifications, plans, and construction management for Cal/OSHA safety upgrades on all 36 tanks.
- Ensured quality control inspection on two separate projects for the installation of cathodic protection anode beds throughout the city for their pipeline systems.
- Provided construction management for three separate projects for the installation of 10 fiberglass chemical tanks at the water treatment plant.
- Additional projects consisted of evaluating 34 bridge pipeline crossings at various locations throughout the city and prepared the specifications and plans for the exterior painting of 10 pipe crossings.

Golden State Water Company, Various locations statewide –

- Prepared the design, technical specifications, and plans for three new welded steel tanks and two bolted steel tanks and provided bid support.
- Provided construction management for the construction of a new 2.0 MG reservoir and pump house for a new housing development.
- Formulated specifications and plans for the recoating and structural/seismic/safety upgrades for 24 reservoirs and provided quality control inspection and construction management for 18 reservoirs.

Crescenta Valley Water District, Crescenta Valley, CA – Over the past 20 years, provided engineering and construction management services on multiple projects for the District.

- Prepared technical specifications and plans, and provided bid support and construction management for the removal of an existing wood roof on a partially buried 0.5 MG concrete reservoir and installation of a new welded steel roof. Scope included leveling the top of the concrete wall, anchoring the new steel roof into the concrete wall, welding the roof plates, rafter installation, sandblasting, coating, and installing a new footing for the center column.
- Prepared detailed reports from the dive investigation of the interior and exterior surfaces for all 17 reservoirs within their system for corrosion and seismic/structural evaluation.

Mark Korando | Sr. Construction Inspector

Education

FEMA IACET, National Incident Management System, 2013

Fitel Lucent Technologies Fusion Splicing OTDR Testing, 1999

Orange Coast College General Geology Studies 100+ Semester Units, 1988-1993

Registrations / Certifications

CCalifornia Storm Water Quality QSP/ QSD Certification 2010-2012

CAT Powerlift Operator Safety, 2000

Coastline Community College Computer Science Certification CADD, 1987-1988

Areas of Expertise

Municipal Inspection

Water Infrastructure

Caltrans

Mark has 27 years of experience in engineering, construction, and project management of lump sum and cost reimbursable projects for the telecommunications, government, and transportation industries. His experience includes office and field assignments: Highway toll lane construction, engineering and construction of Public utility and government infrastructure, commercial and residential construction projects located throughout the western United States.

Mark's Experience covers a range of project construction management responsibilities including: project planning, management of technical interfaces, project budget and cost estimating and control, proposal development, interface with field, vendors, contractors, and clients. He also has been responsible for establishing the project execution to ensure compliance with the contract, as well as safety, quality, and profitability.

Mark has been responsible for multiple simultaneous projects based in multiple Cities in the Ventura, Los Angeles, Orange, San Bernardino, Riverside, San Diego, San Francisco, Dallas/Fort Worth and Denver metropolitan area Counties.

Similar Project Experience:

Bloomington Area Waterline Replacement Phase 3A, West Valley Water District, Rialto, CA – Construction Inspector for the Bloomington Phase 3A of the Bloomington Area Waterline Replacement initiative. During this phase, the District's selected contractor installed approximately 5,600 lineal feet of fully welded CML&C water line, relocated 141 water services from backyard alleyways to front of properties, and installed 14 new fire hydrants.

City of Santa Monica - Major projects

- Santa Monica Urban Runoff Recycling Facility
- Water Main Replacement Project on Franklin Street, Montana Avenue and 26th Street
- Joint Coastal Sewer Interceptor Project
- Santa Monica Public Safety Facility
- Post Northridge Earthquake Sewer restoration Project
- All Development Driven Sewer, Storm Water, Domestic Water, Fire Water, and Utility Service Installations
- City of Irvine - Major projects
- SAWPA'S Integrated Irvine Desalter Project
- Over 2000 Acres of City Public Right of Way New development including Sewer, Domestic Water, Storm Water, Sanitary Sewer, Recycled Water, Utility Mains and Service Laterals. Construction of all related street structures.

City of Downey - Major projects

- Annual Street Maintenance Water/Sewer Restoration Projects
- Downey Gateway Water Main Extension Project

Mark Korando | Sr. Construction Inspector

- Fifth Street Water Main Replacement Project
- Firestone Rehabilitation Project
- Downey Promenade Development Lakewood/Bellflower Blvd.
- All Development Driven Sewer, Storm Water, Domestic Water, Fire Water, Recycled Water, and Utility Service Installations

Essential Duties and Responsibilities:

- Ensures that all water system construction and/or improvement projects are completed in accordance with The Water Company approved Plans, Specifications, Special Provisions, Standard Drawings and Approved Material Guidelines List.
- Ensures that all water system construction and/or improvement projects assigned to you are properly inspected.
- Coordinates with The Water Company Departments, including Capital Program Management, Engineering Design Center, Operations, and Environmental Quality to ensure proper coordination between the stakeholders is achieved throughout construction and prior to placing new improvements into service.
- Inspects all construction properly.
- Compiles As-built drawings and prepares Closing packages.
- Prepares Daily Inspection Reports including Chlorination reports, observes waterline pressure tests, collects and files materials tickets and compaction tests, tracks contractors time (labor, equipment, and materials) and measures and records depth and location of water facilities, trench backfill, and paving.
- Performs "Field Checks" on all preliminary plans to assure completeness of plan and identify potential conflicts and/or provide input to more cost effectively complete construction.
- Interfaces with local authority to ensure that the design and construction is in accordance with the City's or County's standard plans and permit requirements.
- Performs construction inspection on projects, which may involve highways, bridges, street and structural work, including elements such as: sewers, catch basins and connections, drainage, water mains, utilities, curbs, sidewalks, roadways, mill and fill, structural steel and concrete, pile driving, railroads, traffic and street lights, street appurtenances, and associated work.
- Monitor contractor's daily activities and uses applicable field testing and inspection procedures and equipment to perform required field testing.
- Preparation of daily field inspection reports, including communication of deficiencies observed in the field to project managers, contractors, and/or client representatives.
- Interpretation of drawings and documents, including work orders and build documents;
- Follows project safety protocol.
- All related duties as required to ensure the successful completion of assigned projects

Steven Allen | Sr. Construction Inspector

Education
[Fundamentals of Concrete Construction Inspection, San Bernardino Valley College-Technical Division](#)

Registrations / Certifications
[PM10 Coachella Valley SWPPP/Erosion Control Confined Spaces Full Depth Reclamation Training Excavation Person Inspection Technology](#)

Areas of Expertise
[Water Resources Inspection Street Improvement Inspection Storm Water Inspection](#)

Mr. Allen possesses more than 20 years of engineering construction inspection experience involving a combination of public works projects for various municipalities, including numerous projects for the County of Riverside, City of San Jacinto and other local municipalities. His experience and certifications include PM10 for Coachella Valley, confined spaces, full-depth reclamation training, excavation safety, Competent Person, NPDES/SWPPP and related training. He has inspected numerous types of public improvement infrastructure, including sewer, water and storm drain construction, traffic signal installation, project estimating, roadway reconstruction and rehabilitation, landscaping, grading/ excavation, constructibility review and related work. He has also worked closely with Caltrans, CAL-OSHA and Riverside County Flood Control District on regulatory and reporting issues.

Similar Project Experience:

[Amazon Distribution Facility, City of Beaumont, CA](#) - Construction Inspector during the construction of a new Amazon Distribution Facility in the City of Beaumont. Project included extending 4th Street over one mile to the site. Utilities were also extended to the site including City-owned sewer and stormdrain. New sewer included a package lift station at the low point near the new Potrero Blvd Bridge. Extensive grading was required for the large warehouse facility at over 4.3 Million Cubic Yards. As inspector, he oversaw the effort ensuring effective slope construction, soils testing, erosion control, and drainage installation.

[Olivewood, City of Beaumont, CA](#) - Construction Inspector during the construction of the Olivewood Housing Development in the City. Oversaw rough and precise grading, stormdrain, streets, sidewalks, and sewer construction. Sewer construction presented challenges as the developer sought to allow occupancy prior to completion of the sewer. An accelerated schedule and creative operation methods allowed for occupancy of sold lots ahead of schedule.

[On-Call Construction Inspection Assignments, Riverside County, CA](#) – Mr. Allen was responsible for enforcement and application of work done in Riverside County’s Right-of-Way, Ordinance 499.1. Utilizing his knowledge of Riverside County’s Ordinance 461 (standards and specifications), he was responsible for inspection of road structure, sidewalks, curbs and gutters, depth and location of utilities, pavement, geometrics, lighting, and signals. He also inspected ADA compliance and conducted research of records for rights-of-way, easements, and Deeds of Dedication. He was responsible for inspection of the installation and maintenance of trench excavation, shoring/bracing, concrete forms, mixes and aggregate gradations. He has extensive knowledge of site management, building codes, regulation, safety, traffic control, and storm water protection. He coordinated workers and subcontractors and supervised the progress of construction, as well as addressing any complaints from the public.

[On-Call Inspection Assignments, City of Redlands, CA](#) - Construction Inspector responsible for enforcement of the City of Redlands’ Standards, Plans and Specifications for the 2009-10 and 2010-11 Pedestrian Ramps and Sidewalk In-fill projects. Prior to these projects, Mr. Allen received “hands-on” experience with various construction activities including pipeline installation, asphalt concrete construction and concrete construction for both on-site and off-site projects.

Other Relevant Experience Includes:

- Water System Infrastructure Improvements – San Bernardino Municipal Water District
- Tract 17699 – San Bernardino Municipal Water District

- SBVC Gym Water Line – San Bernardino Municipal Water District
- La Palma Avenue Street Improvement Project – City of Buena Park
- Firestone Boulevard Improvement Project – City of Buena Park
- Street and Development Inspections 2012-2013 – City of Buena Park
- Street, Sewer, and Development Inspections – City of Beaumont

Statement of Understanding and Approach

Project Understanding

ERSC understands the District is preparing to implement Casmalia Water Main Replacement. During this phase, the District's selected contractor will install 850 linear feet of 8-inch and 50 linear feet of 4-inch ductile iron pipe, 10 new services reconnections and one new fire hydrant within the street right of way.

We understand that having an experienced construction manager and inspection support staff is an essential component to successful completion of any project. In providing services to our clients, ERSC emphasizes the use of 'well-seasoned' staff who have significant experience in providing the specific services required for your project. In order to provide a comprehensive proposal to the District, ERSC's project manager has reviewed the RFP, attachments, performed a desktop review of the site, as well as conducted a thorough visit of the project site. The replacement will occur on a residential street with typical utilities such as water, sewer, gas, storm drain and cable and the electrical is overhead.

Construction Management and Inspection is one of ERSC's core competencies. Since 1996, ERSC construction managers and inspectors have provided construction phase support services to, and on behalf of numerous public agencies and municipalities. ERSC understands and is well versed in the type of construction management and inspection services outlined in the District's RFP and has provided these services to District over the past twenty four years on various projects. The most recent projects include providing construction inspection services for Phase 3A of the Bloomington Area Waterline Replacement, inspection of the Zone 4 30" Transmission Mainline, and as well as providing the design for Zone 3 Waterline Improvements on Valley Blvd., Larch Ave., Pomona Ave., and adjacent streets.

ERSC's team will be responsible for the construction management and inspection during this phase of the subject project. ERSC's selected inspector will perform observation and inspection during the entirety of the project to ensure the project is built per plans, specifications, contract documents, and in a timely fashion.

Approach

Our goal is service and responsiveness, therefore ERSC team will work closely with District staff to maximize the effectiveness and efficiency of our construction management and inspection team, especially in relation to project issues that may drive possible field changes, decisions or adjustments that will affect control or the cost of the project, or long-term maintenance once the improvements are completed.

Essential Considerations

ERSC takes into consideration multiple objectives when delivering successful projects to our clients. The following will be emphasized:

- Fulfill all responsibilities of the District without causing additional burden to District staff.
- ERSC's Project Manager and Inspectors will act as an extension of District staff.
- Ensure that the project is constructed in accordance with contract documents, all applicable codes, and the current District's Standards.

Statement of Understanding and Approach

- Maintain a Professional Approach and Attitude (at all times and with all parties): Minimizes potential conflict, promotes project success, enhances daily productivity.
- Immediate resolution of construction issues. Clarification of items of concern can reduce or eliminate change order request/demand from the Contractor.
- Project safety is considered paramount and overriding with any project that ERSC is assigned. In almost 24 years of business, ERSC has yet to receive a workplace injury and we intend to hold contractors to the same standards by adhering to:
 - Contractor's own or the District's Injury and Illness Prevention Programs.
 - Trench and Excavation Protection Measures (as necessary)
 - Confined Space Requirements
 - Applicable OSHA Standards, Rules, Regulations, And Orders
 - Site Safety Measures and Fire Protection Procedures
- Daily review of the project with the District to discuss any project concerns, progress, and potential issues to eliminate the possibility of surprises and change orders.
- Attendance of preconstruction and regular progress meetings with the contractor and the District to discuss progress, potential/anticipated issues, project schedule, and safety concerns.
- Detailed record-keeping of all materials, equipment, conditions, labor, and work to ensure accurate payments to the Contractor with minimal change orders.
- Sound engineering will be used throughout the administration of the project and submittals/calculations will be checked for accuracy

Communication

ERSC's project manager and inspector will maintain open and frequent communications with the District's Engineer, Contractor, and other involved parties. Email will typically be the primary form of written communication between the District and ERSC during the term of a contract. Field memos and daily journals shall also be employed for expeditious project communications and record information.

Project Records/Documents

ERSC's project manager will maintain all required project records through closeout. All records shall be delivered to the District at the completion of construction. The District or any of its duly authorized representatives shall have access to any documents, books, papers, and records of the consultant.

All information is retained by ERSC on our network for redundant backups. Through the use of field computers, we are able to upload reports, photos, and documents directly to our project Sharepoint site. These electronic documents are accessible by clients, project managers, and office staff for review and documentation. Reports, photos, dates, timesheets, and correspondence are all compared and reviewed by the project manager to ensure quality, accuracy, and consistency is maintained through the project

Representation

ERSC's inspector will represent the District and act as their agent with contractors and other outside agencies and District contracted technical consultants.

Management Approach

Ms. Rembis will serve as Project Manager for the duration of this project awarded to ERSC. As project

Statement of Understanding and Approach

manager Ms. Rembis will be the extension of the District by being the liaison between the Contractor, District, and Public to ensure the project is completed in accordance with the PS&E, stays on track, addresses and resolves issues and minimizes impact to stakeholders. As a result of our efficient construction management, progress meetings are kept to a minimum, which saves the District personnel time to work on other pressing matters.

ERSC inspectors all report to Principal Engineer, Joanna Rembis. Ms. Rembis is responsible for providing support, direction, assignment, and QA/QC to ERSC inspectors. Ms. Rembis regularly maintains contact with inspectors to resolve scheduling conflicts, provide necessary equipment, and offer support during projects.

Expected Challenges

Temporary Customer Inconvenience

Throughout the course of the project, customers will be affected by construction efforts and service interruptions. During the water main replacements, street access will be impacted. Open trenches during work hours may require vehicle parking temporarily out of the area.

During non-work hours, temporary AC paving or trench plating may affect the condition of the streets.

During the course of connecting existing residences to the new services, customers will experience temporary shut offs. While necessary, these temporary shutdowns may be a source of complaints during the project.

ERSC's inspectors will work to alleviate as much inconvenience as possible to District's customers. ERSC's selected inspector also has extensive experience in pavement projects where residential driveway access is temporarily unavailable. Drawing from previous experience, ERSC's inspectors will work with residents and the contractor to minimize complaints. Coordination of the work between the resident, contractor, and the District can further ensure that less complaints and issues arise as a result of the replacement project.

LOW WATER PRESSURE AT KITCHEN WHEN HP IS TURNED ON.
TALKED TO LINDA (WVWD) ABOUT THE LOW PRESSURE AT 13643 1/2 ST
TALKED TO HOME OWNER ABOUT LOW PRESSURE, REMOVED TIP OF
KITCHEN & LAY FAUCETS & WASHED OUT SAND, STILL LOW.
PRESSURE - COUT'R TO FLUSH & BACK FLUSH AGAIN.
3:15 SETTING METER BOXES OVER NEW METERS, BACK FILLING
AROUND METER BOXES IN PARKWAY; BACK FILLING & COMPACTING
AROUND CONNECTION TO EX HP; BACK FILLING & COMPACTING
FILL AT EX METERS IN ALLEY & NEW HP IN REAR YARD
3:40 CLEANING & RAKING AROUND METER BOXES IN PARKWAY; SWEEPING
& COUL WALKS AROUND HP CONNECTION.

Responsibilities

ERSC will provide construction management and full time inspection throughout the term of the project. The responsibilities of District will be limited to providing pertinent information and contacts regarding the project and District's procedures. A contact for ERSC's project manager and inspector to receive this information would be helpful in the most successful project.

Document Management

As was completed in the later stages of the recent Phase 3A of the Bloomington Area Waterline Replacement project inspected by ERSC, we will set up a special FTP site for the project. This site will allow 24 hour access of all ERSC and District personnel to project files, photos, reports, and other pertinent information. ERSC will update the information here on a weekly basis for review of all work completed in that week. District staff can access and download information from the site directly to their own project control files.



Scope of Work

Task No. 1 Project Management – In addition, to all the services highlighted above, Ms. Rembis will provide all services noted in the RFP throughout the course of the project, such as the following:

1. At the beginning of the project, a work schedule shall be prepared to set forth the significant milestones and deliverables for tasks such as, but not limited to, inspection, shop drawing review, permits, field meetings, NTP, completion of construction, and record drawings to ensure compliance with the established project execution strategy and project goals. Consultant shall update the work schedule plan as necessary and forward to District.
2. Submit two-week look-ahead schedule for the construction, monitor schedules, and revise/update schedule as required due to changes.
3. Coordinate and facilitate Pre-Construction Conference to enable all parties to comprehend scope of project, implementation of the specification and District Requirements. ERSC will prepare the meeting agenda and record minutes of the meeting covering all aspects of contractor's questions and clarifications of project and present to all parties.
4. Facilitate and attend bi-weekly meetings and informal meetings as necessary, to review job progress, scheduling, and answer any questions. Prepare agendas and minutes for the meetings which would include written response to questions and clarifications as needed. Minutes shall be submitted within five (5) working days after each meeting.
5. ERSC shall provide general contract administration for the construction of the project. Provide office engineering and consultation as required and coordinate with District and other staff in management of the construction contract. Provide part-time Resident Engineer who will be on-call 24 hours a day, seven days a week during construction.
6. Determine which government agencies, City departments, utilities, affected business owners, and residents will be involved in the project and provide the necessary coordination and communication with their representatives and obtain permits that will be required.
7. 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. Collect necessary information to ensure proper execution of the Work and alert the Contractor directly to the hazards involved in accepting or acting upon instructions from the District or others, except instructions transmitted through the District's Engineer or himself.
8. Review all construction shop drawings for complete and strict conformance with the construction drawings, specifications, and documents.
 - a. Project Manager shall review all submittals before they are presented to District, coordinate efforts of project, monitor budgets, and administer the contract with District.
 - b. ERSC shall make its recommendation and review with District's staff all substitutions and receive District's concurrence prior to approving any substitution.
 - c. Submit to District two (2) copies of all preliminary and final shop drawings that have been reviewed

Scope of Work

- for conformance.
- d. Provide submittal schedule and revise/update as required due to changes.
 - e. Advise the District's Engineer and the Contractor or his superintendent immediately of the commencement of any Work requiring an approved Shop Drawing, if the submission has not been approved by the District's Engineer.
9. Review, analyze, and respond to all request(s) for information and clarifications, as needed. The modifications communicated will be fully documented with drawings and/or written description of the work required.
10. Project Manager shall 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.
- a. Verify Contractor compliance with all District and Cal/OSHA security and safety measures. Notify District of any non-compliance activities during course of construction.
 - b. Report to the District's Engineer whenever they believe 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 or rejected or should be uncovered for observation, or requires special testing or inspection.
 - c. Coordinate and direct testing as needed for conformance with plans and specifications. Tests shall be conducted by the Vendor or Contractor. Consultant shall review and evaluate all tests and make recommendations to District prior to installation and acceptance of finished facility.
 - d. 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.
 - e. 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.
11. Submit recommendations on construction issues which include considerations of time and budget impacts, possible compensable delays and Clarify construction changes and irregularities. Prepare supplementary sketches and details as necessary to resolve field construction problems encountered. Consider and evaluate the Contractor's suggestions for modifications in the Project Documents and report them to the District's Engineer.
12. Negotiate, prepare, and process change order(s) and/or extra work order(s). The modifications communicated by change order will be fully documented with drawings and/or written description of the work required. Assist with determination and/or negotiations for compensation and prepare the change order(s).
13. ERSC's project manager will maintain all required project records through closeout. All records shall be delivered to the District at the completion of construction. The District or any of its duly authorized representatives shall have access to any documents, books, papers, and records of the consultant. All information is retained by ERSC on our network for redundant backups. Through the use of field computers, we are able to upload reports, photos, and documents directly to our project Sharepoint site. These electronic documents are accessible by clients, project managers, and office staff for review and documentation. Reports, photos, dates, timesheets, and correspondence are all compared and reviewed by the project manager to ensure quality, accuracy, and consistency is maintained through the project.

Scope of Work

14. Maintain orderly files for correspondence, reports of job, meetings, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, filed 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.
15. Keep an issue log and change order log, data relative to questions of extras or deductions, decisions, observations in more detail as in the case of observing test procedures. Send copies to the District's Engineer.
16. Maintain a marked-up set of plans for as-built drawings to be filed with the City. Review up-to-date construction information recorded by Project Inspector during the course of construction to be used in preparation of the construction record drawings. The as-builts will be checked monthly for accuracy. Review and verify Contractor's redline as-builts and provide the District Engineer with an original hard and scanned copy.
17. Receive and review all Contractor invoices, inspection reports, and estimates of percent completion and make recommendations for payment of Contractor, as appropriate.
18. During the course of the 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 deliver this material to the Engineer for his review and forward to the Owner prior to final acceptance of the Project.
19. Recommend and schedule with the District and applicable agencies for final inspection.
20. Conduct project walk-through(s) to inspect all areas for inadequate material or workmanship, prepare punch list at substantial completion. Verify all items on the punch list have been corrected and make recommendations to the District's Engineer concerning acceptance.

Task No. 2 Construction Inspection – ERSC's selected inspector will perform observation and inspection during the entirety of the project to ensure the project is built per plans, specifications, contract documents, and in a timely fashion. ERSC inspector will always wear the appropriate personal protective equipment on the project site and will have all the proper equipment, tools, and supplies needed to carry out the required duties. ERSC shall perform comprehensive daily inspection and monitoring duties that may include, but not limited to, the following tasks:

1. Provide a full-time Inspector to monitor construction progress and attend meetings with District and Contractor. Inspector shall be on-site whenever the Contractor is working and maintain daily inspection reports of Contractor's personnel and equipment working at the job site. Any items that are deemed unsatisfactory by ERSC's inspector will be communicated to the construction manager. ERSC's inspector will also assist in obtaining additional information when required for proper work execution.
2. Inspector will attend Pre-Construction Meeting and attend bi-weekly with District staff and Contractor to update project status and schedule.
3. Prior to construction ERSC's inspection will become familiar with the project's documents. A thorough review will be completed prior to the pre-construction meeting to allow for meaningful discussion regarding potential challenges and conflicts. ERSC will provide a full-size and a 11x17 set of plans for the inspector's use. The inspectors tablet will be equipped with a digital set of plans and specifications to easily access in the field.
4. Prior to commencing construction, ERSC shall take video and digital photos of the project site indicating the original status of the work sites. The digital photos and video shall be submitted on a flash drive. In addition, ERSC's inspector will be on site each day to document construction activities. As part of the inspection, photographs will be taken to document the work areas prior to, during, and

Scope of Work

at the end of each work day. Photos captured regarding work throughout the day will be incorporated into the inspection reports for proper record keeping.

5. Provide quality assurance in achieving conformance with the contract plans and specifications. ERSC's inspector will continually review plans and specifications throughout construction of features in the project. ERSC expects the inspector to act as a liaison with the contractor to assist in understanding of the contract documents. The inspector will also transmit any clarifications of the contract documents to the contractor.
6. Acting as representative of the District, ERSC's inspector will receive and guide any site visitors. This includes representatives of other agencies or of the public.
7. ERSC's inspector will regularly check the project schedule to ensure work is being completed in a timely fashion. Major project milestones will be continuously monitored, and the schedule will be monitored and the schedule will be modified as necessary to account for weather delays or other unforeseen circumstances.
8. ERSC's inspector will maintain daily, detailed reports for work items. Inspection reports will include weather, traffic control measures, labor, equipment, materials, quantities, correspondence, and issues observed. The inspection reports will also integrate the daily project photos. Additionally, the reports will include any tickets from material delivery to ensure accurate cost accounting when payment is requested. ERSC will report in a format acceptable to the District. The inspector can use a District approved format or ERSC can provide the report format for the District's approval. The reports will be submitted on a weekly basis to the District.
9. ERSC's inspector will document work completed by the contractor and collect material delivery information. Measurements can include area, volume, weight, length, individual quantities, and other units depending on the construction item. The measurements will be compared to the Contract Documents to ensure the contractor is constructing per the project's provisions.
10. ERSC's inspector will be involved throughout the process of the waterline replacement project. Part of this involvement means taking all measures possible to avoid change orders. In the event a change order is unavoidable, ERSC's inspector will review the change order and all supporting documents. Recommendations regarding the change order will be made to the Construction Manager regarding proposed negotiations, work items, and change order pricing.
11. Monitor site safety on a continual basis during the project. Site safety, labor safety, and public safety are all considerations taken into account during inspection of construction projects. Safe access to nearby stakeholders will be maintained at all times possible. This task includes altering the contractor directly to the hazards in acting upon instructions issued by the District or transmitted through the construction manager, District's Engineer, or directly.
12. Maintain regular communication with all the materials testing consultants. ERSC inspectors will regularly coordinate any testing necessary at different stages of the project. The inspector will also observe equipment testing for satisfactory operation. Test results will be monitored and any failures along with appropriate corrective measures will be documented in inspection report.
13. Upon completion of work, a full inspection will be conducted and a punch list of deficiencies will be generated and distributed to the Contractor and District. As part of the punch list, ERSC's inspector will issue a schedule to complete the items included. ERSC will re-inspect the repair or re-work and provide recommendations for acceptance when full compliance is achieved.
14. Throughout the project, ERSC's inspector will maintain a set of record drawings which reflect conditions encountered and constructed in the field. Upon substantial project completion, these drawings will be submitted to the construction manager.
15. As a part of the project, ERSC's inspector will assist the construction manager with monthly pay

Scope of Work

estimates. ERSC's inspector will utilize load tickets, testing results, and inspection reports to reconcile pay requests. The inspector will keep records of extra work performed, minor changes, revisions to the plans and specifications, and develop estimates for change orders if determined necessary. All extra work invoices will be reviewed by the inspector for accuracy.

16. Except upon written instruction of the District's Engineer, the Consultant shall not:
- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
 - b. Undertake any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent.
 - c. Expedite Work for the Contractor
 - d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
 - e. Advise or issue directions as to safety precautions and programs in connection with the Work.
 - f. Authorize the Owner to occupy the Project in whole or in part.
 - g. Participate in specialized field or laboratory tests.

References

Bloomington Waterline Replacements Phase 3A Construction Inspection Services, West Valley Water District, Project Term: 2019-2020

WVWD contracted with ERSC to implement Phase 3A of the Bloomington Area Waterline Replacement initiative. During this phase, the District's selected contractor installed approximately 5,600 lineal feet of fully welded CML&C water line, relocated 141 water services from backyard alleyways to front of properties, and installed 14 new fire hydrants.

ERSC's team was responsible for inspection during this phase of the project. ERSC's selected inspector performed observation and inspection during the entirety of the project to ensure the project was built per plans, specifications, contract documents, and in a timely fashion.

As with previous phases, extensive coordination with local residents was required during the meter relocation phases. With house connections towards the rear of each structure, hand-trenching and installation of new plumbing was conducted to allow the new meter locations. Each residence was to be returned to a satisfactory condition as prior to construction.

Zone 4 - 30" Transmission Mainline Improvements Inspection Services, West Valley Water District, Project Term: 2019-2020

ERSC provided inspection services for the Zone 4 – 30" Transmission Mainline Improvements on Highland Avenue from Pepper Avenue to Oakdale Avenue, which was also designed by ERSC.

The project involved the construction of a new waterline and associated appurtenances in Highland Avenue between Oakdale Avenue and Pepper Avenue in the City of Rialto. Construction included installation of approximately 3,700 lf of CML&C waterline. The proximity to Interstate 210 required interfacing with CalTrans and coordination with the agency's procedures.

Upon the first day of utility potholing, recently installed utility lines were discovered in the field that were not included on the construction set for the pipeline installation. During potholing, ERSC's inspector gathered necessary dimensions and elevations for the utility line and encasement for relay to ERSC's design team. Within 24 hours, new a new construction set was provided to account for the utility line to avoid delay in construction.

During the course of construction, it was discovered that undocumented clay fill material was installed during the reconstruction of Highland Avenue. This clay fill material slowed construction significantly. With the slowed production, it was suggested that construction continue with CalTrans Force Account Rates



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ERSC Project Team:
Craig Brudin
Ron Worthington, PE
Cooly Smith

References

to allow for the now obsolete schedule. ERSC's inspector verified and documented all information on a daily basis for adequate cost accounting and invoice auditing to coincide with the force account methods.

Bloomington Area Watermain Relocations Phase 2A Inspection Services, West Valley Water District, Project Term: 2014-2015

Water District's Bloomington area is an older region of Rialto, CA. The original water layout of the residential areas consisted of public street access in the front of residential lots with a utility easement or alley at the rear of the lots. This utility easement was used for water line and water services to each residence. The location of the waterline and services created difficulties for District staff in maintenance and in reading each residence's meter.

ERSC was retained by the District to relocate the water lines from these utility easements to the public ROW. ERSC staff prepared PS&E for roughly 2100 LF of 12" waterline, 10000 LF of 8" waterline, and 236 water service connection relocations during phases I and II replacement projects.

When relocating water services to the front of residences, it was determined that lots would also need to be re-piped to accommodate a new service location. ERSC coordinated efforts to install new waterlines on properties where it was required. An inspector worked with the contractor to ensure that impacts to properties were minimized.

ERSC inspectors' open lines of communication with the District, the contractor, and the ERSC team during the design phase allowed for fast and efficient resolution of problems in the field.

ERSC inspector duties included underground piping, conduit placement, electrical wiring installation, wet well excavation, masonry construction, rebar placement, and concrete placement.




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ljadeski@wvwd.org

ERSC Project Team:
Harry Cain

Additional References for Similar Construction Management and Inspection Services:



Jon DeRyke, Construction Safety
& Inspection Manager
(951) 928-3777
derykej@emwd.org



Gerald Sievers
Field Services Superintendent
(909) 888-8986
gseivers@eastvalley.org



Kevin D. Sin, PE
City of Banning
(951) 922-3140
ksin@banningca.gov

Cost Estimate of Consulting Fee

Engineering Resources of Southern California, Inc. (ERSC) is pleased to have the opportunity to submit our fee proposal to the West Valley Water District as a qualified, experienced consultant to provide Construction Management and Inspection Services.

Our fee has been derived using the most recently approved Rate Schedule as a part of the Professional Services Agreement dated November 7th, 2019. ERSC's rates are established in consideration of the State of California Department of Industrial Relation's current prevailing wage rates.

Please note, ERSC will provide inspection at the District's request. Should a contractor request that ERSC's inspector work overtime, ERSC will request the District authorize the additional work prior.

This proposal shall be valid for 90 days as specified in the RFP from the closing date and time for receipt of proposals. I am authorized to negotiate and sign contractual agreements for ERSC. ERSC has read the West Valley Water District indemnification and insurance requirements and shall meet these requirements upon selection. The information submitted is true and correct to the best of my knowledge.

We look forward to the opportunity to work with the West Valley Water District. If you have any questions, or require additional information, please contact Joanna Rembis at jrembis@erscinc.com or (909) 890-1255

Respectfully submitted,



John M. Brudin, PE
President



Joanna Rembis, PE
Principal Engineer – Project Manager

TASK	DESCRIPTION	Principal Engineer/ Project Manager - Joanna Rembis, PE	Sr. Construction Inspection	Admin Support	ERSC SUBTOTAL
		\$176	\$110	\$68	
1	Project Management	65			\$ 11,440.00
2	Construction Inspection Services		360	20	\$ 40,960.00
	SUBTOTAL	\$ 11,440.00	\$ 39,600.00	\$ 1,360.00	\$ 52,400.00
	Reimbursable Expenses				
	Reimbursable Expenses (Repro, Mileage, Shipping)				\$ 1,200.00
	TOTAL				\$ 53,600.00

Our proposed fee is based on the 60 calendar days (45 working days listed) in the RFP. ERSC will bill only actual hours worked per day on a time and material basis, any un-used hours will not be billed. The basis for our fee is provided as our current rate attached. Any additional time will be calculated based on the rate sheet.

ERSC will seek authorization of the District prior to completion of overtime requested by a contractor.



Schedule of Hourly Billing Rates for West Valley Water District 2019

Principals / Engineers / Technicians		Surveyors/Administration/Aides	
Principal/President.....	\$209.00	Principal Surveyor.....	\$135.00
Principal/Vice President.....	184.00	Senior Surveyor	115.00
Senior Principal Engineer	180.00		
Principal Engineer.....	176.00		
Engineer V.....	134.00	Admin. Services Manager	\$68.00
Engineer IV.....	120.00	Admin. Asst. II.....	61.00
Engineer III	106.00	Admin Asst. I	55.00
Engineer II	92.00		
Engineer I	78.00		
Senior Engineering Technician	\$120.00	Engineering Aide II.....	\$45.00
Engineering Technician II	95.00	Engineering Aide I.....	35.00
Engineering Technician I	78.00		
Engineering Technician	55.00		

Construction Services

Construction Manager	2.3 x Direct Salary
Resident Engineer	2.3 x Direct Salary
Senior Construction Inspector.....	\$110.00
Construction Inspector	\$95.00

Other Direct Expenses

Mileage.....	\$0.65 mile
Direct Cost.....	Cost + 20%

Testimony under oath will be billed at \$350 per hour with a four (4) hour minimum





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

DATE: April 8, 2020
TO: Engineering and Planning Committee
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER AWARD OF CONTRACT FOR CONSTRUCTION OF CASMALIA WATERLINE REPLACEMENT PROJECT TO EL-CO CONTRACTORS, INC.

BACKGROUND:

The West Valley Water District (“District”) water distribution system has capacity deficiencies and infrastructure improvements needed to enhance system hydraulics. Distribution mains and services serving a portion of Rialto were constructed in the 1950’s and pipeline upsizing is necessary to improve system operation.

To address this issue, the District initiated a project that includes the replacement of 4-inch steel pipe with the installation of approximately 830 lineal feet of 8-inch ductile iron pipe, 10 lateral services, a new fire hydrant, and connections to existing waterlines within the street right-of-way of Casmalia Street and Lilac Avenue.

DISCUSSION:

A Request for Bids (“RFB”) was posted on PlanetBids for the Casmalia Waterline Replacement project. On March 25, 2020, five (5) bids were received. A summary of the bids received are as follows:

Bidder	Cost
El-Co Contractors, Inc.	\$259,222.00
Weka, Inc.	\$321,327.00
Merlin Johnson Construction, Inc.	\$357,795.00
TK Construction	\$384,660.00
C.P. Construction Co., Inc.	\$396,240.00

Staff has reviewed the bid information and confirmed that El-Co Contractors, Inc. is the lowest responsible and responsive bidder. If awarded by the Board of Directors, work is anticipated to start within 30 days.

FISCAL IMPACT:

The cost of the Construction of the Casmalia Waterline Replacement project as proposed by El-Co Contractors, Inc. is \$259,222.00. This item is included in the Fiscal Year 2019/2020 Capital Improvement Budget under the W17011 Casmalia Main Replacement with a budget of \$233,795.00. Additional funds will be needed. The District's contingency budget for Capital Improvement Projects has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2019-2020 Project Name	Current Budget	Construction Cost	Transfer From/To	Remaining Budget
CIP Contingency	\$217,950.19	\$0.00	(\$25,427.00)	\$192,523.19
W17011 Casmalia Waterline Replacement	\$233,795.00	\$259,222.00	\$25,427.00	\$0.00

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations, and Planning Committee approve a budget transfer in the amount of \$25,427.00 and consider award of contract for the construction of the Casmalia Waterline Replacement to El-Co Contractors, Inc. in the amount of \$259,222.00. Staff recommends this item to be considered by the full Board of Directors at a future meeting and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

BP:pa



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

DATE: April 8, 2020
TO: Engineering and Planning Committee
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER PURCHASE OF EMERGENCY GENERATOR FOR PUMP STATION 6-2 WITH QUINN POWER SYSTEMS

DISCUSSION:

The West Valley Water District (“District”) requested quotes from generator suppliers for a standby emergency generator for Pump Station 6-2 (“PS6-2”). Space for the standby diesel emergency generator was provided when PS6-2 was constructed in 2005. Although the District has portable generators that will be mobilized in the event of an emergency, there are more facilities than portable generators that will need to be operated in an emergency situation.

All the District generators are Caterpillar. The advantage of selecting Caterpillar generators is that services and parts are local. The Caterpillar generators are reliable and used for the District facilities for over 35 years. A copy of the sole source justification is included in **Exhibit A**.

Quinn Power Systems was determined to provide the best value for the District’s needs in the amount of \$494,006.81. Attached as **Exhibit B** is the quote submitted by Quinn Power Systems for a Caterpillar standby generator. The submitted quote from Quinn Power Systems includes the following:

Item	Description	List Price
A	CAT-NJPA Genset/Options, Ex-Works: 750kW Standby Caterpillar Diesel Generator, Model C27, EPA Stationary Emergency, NFPA 110 Bundle, Circuit Breaker, Guard and Shield System, Air Cleaner – Dual Element, Battery Charger, Operation & Maintenance Manual, 4-Year Standby Warranty	\$144,500.00
B	CAT Dealer Net Pricing Additions: UL2200 Certification, IBC Seismic Certification, Standard Genset Factory Test, ConVault 2000 Gallon Tank, E&CA 150 Gallon Day Tank, Ancillary Components Freight, South Coast Air Quality Management District Permit (SCAQMD), Ground Level Fill Package for ConVault, and Concrete slab for 2000 gal. outdoor tank	\$174,210.00

Item	Description	List Price
C	Installation of 750kW Diesel Standby Generator and Ancillary Equipment: Generator, 2000 Gallon Tank, and 150 Gallon Tank installation, crane and forklift rental, pull control wires, DPF stand, DPF, exhaust piping and wrap, asphalt cut and patch, construct concrete pad, bollard around outdoor fuel tank, fuel line, anchor day tank, and install conduits for day tank	\$139,765.00
	Total Price, Items A, B & C (not including sales tax)	\$458,475.00
	Total Net Price Including Sales Tax (7.75%)	\$494,006.81

FISCAL IMPACT:

This was a budgeted item in the Fiscal Year 2019/20 Capital Improvement Budget under the W18022 Emergency Generators with a current budget of \$450,000.00. Additional funds will be needed. The District's contingency budget for Capital Improvement Projects has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2019-2020 Project Name	Current Budget	Emergency Generator Cost	Transfer From/To	Remaining Budget
CIP Contingency	\$261,957.00	\$0.00	(\$44,006.81)	\$217,950.19
W18022 Emergency Generator for PS 6-2	\$450,000.00	\$494,006.81	\$44,006.81	\$0.00

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations, and Planning Committee approve the purchase of emergency generator for PS6-2 in the amount of \$494,006.81 with Quinn Power Systems and have this item considered by the full Board of Directors at a future meeting and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - Quinn Power Systems Sole Source Justification
2. Exhibit B - Quinn Power Systems Quote

EXHIBIT A

Sole Source Justification

Emergency Generator for Pump Station 6-2

1. Why do we need to acquire the goods and services?

As part of the Capital Improvement Plan Fiscal Year 2019/2020 New System Assets, we will need to purchase and install a 750kW Standby Caterpillar Diesel Generator Model C27. The standby diesel generator is to be used in the event of an emergency.

2. Why are the goods or services the only ones that can meet your needs?

All of the Districts generators are Caterpillar. The advantage of selecting Caterpillar generators is that the services and parts are local. The Caterpillar generators are reliable and used for the District facilities for over 35 years.

3. Were alternative goods/services evaluated? If yes, why are those unacceptable?

In the past, many generator suppliers were asked to provide a quote and only one bidder provided a specific quote for Caterpillar Diesel Generator Model C27. Other contacted suppliers, were not be able to compete with Quinn Power Systems and make a reasonable profit as it is the only one that supplies this specific Caterpillar equipment.

4. What efforts were made to get the best price?

In the past, many firms were asked to submit a quote – Cummins, H&E Equipment Services, Associated Power, Inc., Americas Generators, Depco Power Systems, Central States Diesel Generator, Global Power Supply, Diesel Service & Supply, and Quinn Power Systems. Quinn Power Systems provided the lowest price quote.

5. Why is price fair and reasonable?

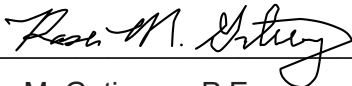
The quote received was reasonable in cost.

6. What impact is there if the sole source is not used?

There will be a longer waiting period to receive parts when needed and may prove to be costly.

Recommendation:

It is recommend purchasing standby Caterpillar Diesel Generator Model C27 for Pump Station 6-2 to be used in the event of an emergency power outage.

Signature: 

Date: 04/01/2020

Name: Rosa M. Gutierrez, P.E.

Title: Senior Engineer

Signature: _____

Date: _____

Name: Clarence C. Mansell, Jr.

Title: General Manager

EXHIBIT B



QUOTATION

NO. 2016 REV5 WELL

3.g.b

3500 Shepherd Street, City of Industry, California 90601
 Box 226789, Los Angeles, California 90022-0744
 (562) 463-6000 Fax: (562) 463-7156

Date: April 1, 2020 Page: 1 of 7

Rosa Gutierrez P.E.
 Associate Engineer
 West Valley Water District
 Phone: 909-875-1322 X327
 Email: rgutierrez@wwwd.org

Project: Stationary Emergency Generator Set for Booster Station 6-2

Thank you for your inquiry. We are pleased to quote you as follows:

<u>Item</u>	<u>Description</u>	<u>List Price</u>
<u>A</u>	<u>CAT-Sourcewell Genset/Options:</u>	
	750KW Standby Caterpillar Diesel Generator (Model C27)	
	EPA Stationary Emergency	
	NFPA 110 Bundle	
	750KW 937 kVA @ 0.80 PF	
	277/480 Vac, 3 Phase, 60 Hz	
	Open Genset Mounted on Skid Base (No Enclosure)	
	Narrow Skid Base (No Subbase Fuel Tank)	
	EMCP 4.2B Control Panel (Mounting Left)	
	Local Annunciator (Mounting Left)	
	Gen Running & Fault Relay	
	Power Center	
	Load Center	
	Circuit Breaker – 1600A with Selectable Trip	
	Circuit Breaker – 1600A (for Load Bank)	
	Permanent Magnet Excitation System	
	Integrated Voltage Regulator	
	Standard Radiator	
	Guard & Shield System	
	Radiator Guard & Duct Flange	
	Flexible Exhaust Connection	
	Jacket Water Heater, 240 Vac,	
	Batteries with Racks and Cables	
	Air Cleaner – Dual Element	
	Battery Charger-20 Amp, Dual	
	Operations & Maintenance Manual (1 Copy)	
	4 Year Standby Warranty	

Sub-Total Genset/Option Listed Above in Item A. \$ 218,940.00
 Less: 34% Sourcewell Member Discount from CAT List Price on (C27) \$ (74,440.00)

CAT-Sourcewell Genset/Options, Net Price, Ex-Works (not including tax) \$ 144,500.00

B **CAT Dealer Net Pricing Additions – No Sourcewell Discount:**

UL2200 Certification	\$ 317.00
IBC Seismic Certification	\$ 2,832.00
Standard Genset Factory Test @ 0.8 PF	\$ 1,260.00
Shrink Wrap Protection (Shipping)	\$ 445.00



QUOTATION

NO. 2016 REV5 WELL

3.g.b

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: April 1, 2020 Page: 2 of 7

DPF & Load Bank Prefit & Install	\$ 13,275.00
DPF & Load Bank Components for Integration	\$ 2,500.00
Shop Testing & Startup/Commissioning (1 Day)	\$ 2,875.00
Johnson Matthey Passive DPF	\$ 26,105.00
Misc. Exhaust Pipe, Fittings & Pipe Wrap	\$ 8,750.00
DPF Stand (assembled and anchored at jobsite)	\$ 18,750.00
DPF Insulating Blankets	\$ 4,055.00
Simplex Load Bank (50% of KW Rating)	\$ 16,785.00
ConVault 2000 Gallon Tank w Seismic Restraints	\$ 26,500.00
ConVault Ground Level Fill Package	\$ 10,200.00
ConVault Concrete Pad for 2000 gal Outdoor tank	\$ 10,675.00
E&CA 150 Gallon Day Tank	\$ 7,000.00
Caldyne Spring Isolators (qty 8)	\$ 1,750.00
Inbound/ Outbound Freight (Genset)	\$ 7,250.00
Ancillary Components Freight	\$ 4,750.00
Permit with SCAQMD (Includes Filing Fee)	\$ 8,000.00

Sub-Total for CAT Dealer Additions listed in item B (not including tax) \$ 174,210.00

C

Installation of 750KW Diesel Standby Generator and Ancillary Equipment at WVWD Booster Station 6-2. Existing Automatic Transfer Switch will be used for this project.

Generator Installation Scope of Work:

- Crane and forklift rental for installation.
- Building louver removal and install.
- Install conductors from generator to existing transfer switch using existing electrical conduits.
- Pull control wires and terminate.
- Set, place and anchor generator in designated area using spring isolators.
- Installation of DPF stand, DPF, exhaust piping and wrap.
- Core holes through wall as necessary.
- Fabricate and install radiator air discharge duct between genset and wall louver.

2000 Gallon Outdoor Fuel Tank Installation Scope of Work:

- Construct concrete pad catch basin as per plan. Includes disposal of demoeed materials.
- Set and place ConVault pad within catch basin.
- Set, place and anchor 2000-gallon outdoor fuel tank with seismic restraints.
- Install a maximum quantity eight bollards around outdoor fuel tank.
- Install above ground fuel line between main tank and day tank. Route along building exterior wall.
- Core holes through wall and terminate fuel connection to day tank.

150 Gallon Day Tank Installation Scope of Work:

- Install/ anchor day tank as per plan.
- Install fuel supply and return lines as per plan.



QUOTATION

NO. 2016 REV5 WELL

3.g.b

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: April 1, 2020 Page: 3 of 7

- Install conduits/ conductors for day tank power.

Quotation excludes the following:

- Additional permits not mentioned in the bill of materials (Item C).
- City or county fees that maybe associated with this project.
- Seismic considerations of existing slab. No foundation seismic upgrades are included.
- Diesel fuel, delivery and fill.
- Rental of mobile standby generator (if required).
- Pump station security.

Installation Timeline:

With the installation of the new generator, exhaust components, radiator air discharge, 2000-gallon outdoor tank, 150-gallon day tank, fuel piping, and concrete work, we are confident that we can complete this segment of the project within 4 – 5 weeks. Sourcing some of the components and materials required to complete the installation, such as but not limited to exhaust parts, sheet metal and factory production lead times may elongate timeline depending on availability. Normally, this is usually not the case but may become an issue. We will work diligently to complete this project in a timely manner. Access and availability to work site plays a large part in this process.

Sub-Total for Installation listed in item C (not including sales tax)	<u>\$ 139,765.00</u>
Total Price, Items A, B & C (excluding Price Adders listed in Item B)	<u>\$ 458,475.00</u>
Total Net Price Including Sales Tax (7.75%)	<u>\$ 494,006.81</u>

Buyer has to put "Sourcewell Contract #120617-CAT" on the Purchase Order.

Specifications

This quote is based on our understanding of your Booster Station 6-2 jobsite requirements, and WVWD personnel's verbal communication, which took place during a site visit on March 22, 2018. Site address is 5210 N. Riverside Ave, Rialto CA 92377

Clarifications

All materials is guaranteed to be as specified, and the above work to be performed in accordance with the site drawings and WVWD personnel's verbal instructions, submitted/ communicated for above work, and shall be completed in a substantial workman like manner. However, in the event of any unforeseen building, building code and or site constraints, that may force a change in plans, design, components or materials, Quinn Power Systems reserves the right to revise and or deviate from the above mentioned offerings and scope of work, which may result in additional costs to WVWD.

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Assumptions are made regarding the functional condition of the existing transfer switch (installed by others) and its ability to be integrated with the proposed generator as a working "standby power system". Transfer switch technical related issues, resulting from prior misinstallation or electrical /mechanical failure is the responsibility of WVWD, and may result in additional costs. Completion of pre-installed electric wall louvers is not included in this quotation and is WVWD responsibility.

Accessories and/or modifications

(1 set) Operation & Maintenance manuals (electronic copy) * (**additional sets, at additional cost**)

Not included (unless included in quotation)

Air, building or construct permits
Offloading/crane service of equipment off delivery truck
Installation, wiring, piping, plumbing or anchoring of equipment
Diesel fuel, initial fill or for testing

Availability:

Submittals: Estimated (6-9 Weeks) on receipt and approval of purchase order. (1 electronic copy)

Equipment: Estimated (16-19 Weeks) for factory build time after submittal approval.

Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.

Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

**** Equipment prices and lead times are subject to change without notice.****

NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is CAT standard product as listed above based on verbal or written request. No specifications or drawings provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.

EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on

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generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

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11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.



QUOTATION

NO. 2016 REV5 WELL

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ACCEPTED BY:

SUBMITTED BY: Art Jimenez

By: _____

By: Quinn Power Systems

Company: _____

Phone: 951-250-5104

Date: _____

P.O. #: _____