



WEST VALLEY WATER DISTRICT  
855 W. BASE LINE ROAD, RIALTO, CA 92376  
PH: (909) 875-1804 FAX: (909) 875-1849

REGULAR BOARD MEETING  
AGENDA

THURSDAY, DECEMBER 17, 2020  
CLOSED SESSION - 6:00 PM • OPEN SESSION – 7:00 PM

**BOARD OF DIRECTORS**

Channing Hawkins, President  
Kyle Crowther, Vice President  
Dr. Michael Taylor, Director  
Greg Young, Director  
Dr. Clifford Young, Director

---

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

---

**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 Board 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 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8079776383>. Public comment may also be submitted via email to [administration@wvwd.org](mailto:administration@wvwd.org). If you require additional assistance, please contact the Executive Assistant at [administration@wvwd.org](mailto:administration@wvwd.org). The webinar will also be available for public viewing by visiting [www.wvwd.org](http://www.wvwd.org).

**OPENING CEREMONIES**

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

**ADOPT AGENDA**

**PUBLIC PARTICIPATION**

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

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

## **PRESENTATION**

- Pun Group Presentation of FY 2019 GFOA “Excellence in Financial Reporting” Award to West Valley Water District
- Immaculight UV Disinfection System Proposal
- Update on Oliver P. Roemer Water Filtration Facility Expansion

## **CONSENT CALENDAR**

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

### **Consideration of:**

1. Budget Carryover Reserve Debt Management Policy. **(Page 6)**
2. Capital Assets Policy. **(Page 49)**
3. Approve Task Order No. 2 with Michael Baker International for Construction Management and Inspection Services for Santa Ana Avenue Transmission Main Project Phase I. **(Page 84)**
4. Consider Task Order No. 3 with Engineering Resources of Southern California, Inc. for the Professional Engineering Services for Construction Bid Documents for the Modifications of Zone 8-3 Reservoir Project. **(Page 142)**
5. Consider a Professional Services Agreement and Task Order No. 1 with Albert A. Webb Associates for the Professional Engineering Services for Development of Construction Bid Documents for 18-Inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project. **(Page 159)**
6. Award of Contract for Construction of Santa Ana Avenue Transmission Main Project Phase I to El-Co Contractors, Inc. **(Page 247)**
7. Consider Rialto Basin Groundwater Council Framework Agreement. **(Page 249)**

8. Consider a Water Supply Assessment for Ventana at Duncan Canyon Specific Plan. **(Page 271)**
9. Ratify Expenditures for Maintenance Project in Cactus Basin 2. **(Page 309)**
10. Immaculight UV Disinfection System Proposal. **(Page 317)**

## **BUSINESS MATTERS**

### **Consideration of:**

11. Adopt Resolution No. 2020-19, Amending Schedule “B” Standing Committees and Schedule “C” Outside Meetings of Ordinance No. 86, Compensation and Policies Related to Board. **(Page 335)**

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

1. **Board Members**
2. **Legal Counsel**
3. **General Manager**

## **UPCOMING MEETINGS**

1. December 24, 2020 - January 3, 2021 - The West Valley Water District will be **CLOSED** in Observance of the Christmas Holidays.
2. January 11, 2021 - West Valley Water District Human Resources Committee Meeting at 6:00 p.m., at District Headquarters.
3. January 12, 2021 – West Valley Water District Safety & Technology Committee Meeting at 6:00 p.m. at District Headquarters.
4. January 13, 2021- West Valley Water District Finance Committee Meeting at 1:00 p.m., at District Headquarters.
5. January 13, 2021 - West Valley Water District Engineering, Operations & Planning Committee at 6:00 p.m., at District Headquarters.
6. January 14, 2021 - West Valley Water District External Affairs Committee Meeting at 6:00 p.m. at District Headquarters.
7. January 18, 2021 - West Valley Water District will be **CLOSED** in Observance of Dr. Martin Luther King Holiday.
8. January 21, 2021 – West Valley Water District Regular Board of Directors Meeting at 7:00 p.m. (6:00 p.m. Closed Session), at District Headquarters

9. February 4, 2021 – West Valley Water District Regular Board of Directors Meeting at 7:00 p.m. (6:00 p.m. Closed Session), at District Headquarters
10. February 8, 2021 - West Valley Water District Human Resources Committee Meeting at 6:00 p.m., at District Headquarters.
11. February 9, 2021 – West Valley Water District Safety & Technology Committee Meeting at 6:00 p.m. at District Headquarters.
12. February 10, 2021 - West Valley Water District Finance Committee Meeting at 1:00 p.m., at District Headquarters.
13. February 10, 2021 - West Valley Water District Engineering, Operations & Planning Committee at 6:00 p.m., at District Headquarters.
14. February 11, 2021 - West Valley Water District External Affairs Committee Meeting at 6:00 p.m. at District Headquarters.
15. February 15, 2021 - West Valley Water District will be **CLOSED** in Observance of President's Day Holiday.
16. February 18, 2021 – West Valley Water District Regular Board of Directors Meeting at 7:00 p.m. (6:00 p.m. Closed Session), at District Headquarters

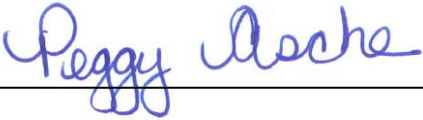
#### **CLOSED SESSION**

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Three (3).
- CONFERENCE WITH LABOR NEGOTIATOR (54957.6) DISTRICT NEGOTIATORS; Shamindra Manbahal, Robert Tafoya, Union Negotiators; re: International Union of Operating Engineers, Local 12.
- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(s): Human Resources Risk Manager.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Naisha Davis v. West Valley Water District et al. Case No. 20 STCV0323.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero v. West Valley Water District, Case No. CIVDS2024402.

#### **ADJOURN**

**DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on December 14, 2020.



---


Peggy Asche, Board Secretary

**Please Note:**

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

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

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

## BUDGET/CARRYOVER/RESERVE/DEBT MANAGEMENT POLICY

### SECTION 1: PURPOSE

Financial policies such as this Budget/Carryover/Reserve/Debt Management policy, improve the District's fiscal stability by helping District officials plan fiscal strategy with a consistent approach. Adherence to adopted financial policies such as this one, promotes sound financial management, which can lead to improvement in bond ratings, a lower cost of capital, provide assurance to the tax and rate payers that taxes and fees are being collected and spent per Board direction, and provide a minimum of unexpected impacts upon taxpayers, rate-payers and users of public services.


### SECTION 2: GENERAL POLICY

The guiding principles of the District's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure. The District's Budget should satisfy criteria as a financial and programmatic policy document, as a comprehensive financial plan, as an operations guide for all organizational units, and as a communications device for all significant budgetary issues, trends, and resource choices.

The budget process and format shall be performance-based and shall be focused on goals, objectives and performance indicators. The budget will provide adequate funding for maintenance and replacement of capital plant and equipment.

The budget process is intended to weigh all competing requests for District resources within expected fiscal constraints. Requests for new, ongoing programs made outside the budget process will be discouraged. The District will endeavor to avoid budgetary and accounting procedures that balance the current budget at the expense of future budgets.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

The District shall anticipate and address economic and fiscal risks to ensure the District lives within its means and has the resources to invest in its infrastructure, facilities, equipment, training and workforce to preserve and enhance community wellbeing.

### **SECTION 3: RESPONSIBILITY**

At West Valley Water District (WVWD or the District) the following represent sets of responsibilities borne by various levels of District Board members, Staff, and management.

1. The Board of Directors are responsible for:
  - Approving the budget, which dictates spending by District government.
  - Deciding the spending priorities for the next fiscal year by setting aside money for programs, projects, or services
  - Shall avoid committing to new spending for operating or capital improvement purposes until an analysis of all current and future cost implications is completed and presented to it by the CFO.
  - To endeavor to maintain the highest credit rating possible for the District
  - Willingness to adjust rates when necessary
  - To allow for sufficient training and resources for the District's management team's ability to quickly implement measures to respond to challenges
    - This includes active participation in organizations to keep pace with Water sector issues, regulatory mandates, and technological advances
2. The CFO, or designee, shall be responsible for:
  - Developing, implementing, and managing this policy as well as subsidiary policies.
  - Developing the Budget, including discussions and explanations of all assumptions, estimates, and calculations to the Board

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

- Financial forecasting
- Recommending and implementing approved strategies for Reserve maintenance
- Recommending to the GM and the Board, and then implementing an approved plan of action for Budget surpluses and deficits
  - Include performing a calculation of one day's (or applicable multiple thereof) worth of budgeted operating expenses
- Accumulating the data and preparing a list of Carryovers to be approved by the Board
- Posting the approved budget and all budget amendments to the financial system
- Posting approved budget transfers of appropriations to the financial system
- Performing transfers between reserve accounts in the financial system
- To endeavor to maintain the highest credit rating possible for the District
- Proactively identify and monitor long term financial liabilities, including unfunded pension obligations, and commit to taking actions to manage these commitments that prioritizes the District's long-term financial sustainability.
- To perform or facilitate debit issuance, interest payments, principal repayments, and other debt related activity. Also designing, implementing and evaluating the internal controls over debt related activity.
- Coordinating and analyzing debt requirements, including timing of debt, calculation of outstanding debt, debt limitation calculations and compliance, impact on future debt burdens, and revenue requirements.
- Preparing and presenting to the Board, interim revenue and expenditure trends to allow evaluation of potential discrepancies from budget assumptions.
- Perform and present to the Board, current and future cost implications for



**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

operating or capital improvement costs before the Board commits to new spending

- Perform quarterly reports to the Board of:
    - Budget vs Actual Variances
    - Transfers of appropriations
    - Transfers between reserve accounts
    - Reserve target level compliance
  - Development and maintenance of adequate billing and collection measures
  - Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
  - Must actively participate in and support the implementation of the internal controls contained in this policy and all other policies, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
  - Additional responsibilities are stated in the remaining sections within this policy.
3. The General Manager (GM), Chief Financial Officer (CFO), and District Department Heads, collectively, are responsible for:
- Administering programs within the specific funding decisions contained in the budget
  - Participate in meeting policy goals, budget goals, and ensuring the long-term financial health of the District
  - Assistance with building the annual budget through participation in evaluation of long-term initiatives, short term initiatives, significant changes, goals and objectives, Capital expenditures, program-based budgeting that link resources with results.
  - Identify and evaluate immediate and long-term economic, social, and

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

environmental impacts of all issues provided for community and Board consideration.

- Strive to identify entrepreneurial solutions to recover costs of operating programs.
- Conduct all business with transparency pursuant to applicable laws and regulations. This shall be done by proactively pursuing ways to make financial information publicly available, accessible, and easy to understand for all community members.
- To fairly and honestly collect and supply sufficient information (when available) as appropriate, and as needed by the Finance Division to fairly and properly support financial assumptions, calculations, and estimates that will be used to prepare the annual budget, forecasts, reports, rate setting calculations, as well as other financial calculations.
- Search for, obtain, and maintain appropriate grant funding to leverage District funds, when available
- Quarterly, performance measurement reporting to the Board
- To endeavor to maintain the highest credit rating possible for the District
- Reviewing and approving the listing of Carryovers taken to the Board for approval for their respective departments, and approval over all departments by the GM.
- The GM shall have authority to appropriate up to \$25,000 in case of emergencies
- Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
- Must actively participate in and support the implementation of the internal controls contained in this policy and all other policies, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence

ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

of fraud, misappropriation of District assets, or of conflicts of interest.

- Additional responsibilities are stated in the remaining sections within this policy.

**SECTION 4: DEFINITIONS**

**Operating budget**—adopted annually, the operating budget is a detailed estimate of how much the District needs to spend in its fiscal year to meet its ongoing financial obligations and provide programs and services. It establishes a spending cap that management may not exceed without special authorization.

**Capital budget**— The capital budget is money set aside for buying or building fixed assets such as buildings, equipment, vehicles, water facilities, and land. Because capital construction normally takes place over more than one fiscal period, capital budgets are generally adopted on a project-length basis.

**Capital improvement projects** - infrastructure or equipment purchases or construction which results in a capitalized asset and having a useful (depreciable life) of one year or more.

**Indirect Costs** – Costs incurred for a common purpose not readily assignable to a cost center or user at the time services or goods are provided or delivered


**Pay-as-you-go financing** - is defined as all sources of revenue other than District’s debt issuance, i.e., Net Assets, contributions, developer contributions, grants, endowments, etc.

**Restricted Funds** – Monies where restrictions on the use of these funds are imposed by an outside source such as creditors, grantors, contributors, laws, or regulations governing use.

**Capital Funds** – Monies that are utilized primarily to fund capital and asset costs, for both new and replacement projects.

**Liquidity Funds** – Monies used to safeguard the financial flexibility and stability of WVWD and to maintain stable customer charges and rates from year to year.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

Liquidity may be funded from accumulated revenues and when appropriate available short-term liquidity arrangements.

**Cash Account(s)** – Accounts used to track cash and/or cash equivalent assets for accounting or reporting purposes. For purposes of investment, the District may commingle unrestricted accounts and reserve funds, so long as the District's Investment Policy permits such.

### **SECTION 5: BUDGET DEVELOPMENT OVERVIEW**


Budget development will use strategic multi-year fiscal planning, conservative revenue forecasts, and program-based cost accounting that require every program to be justified annually as to how it will meet intended objectives. The process will include a diligent review of programs by staff, the CFO, the GM, and the Board. The District will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing expenditures or accruing future year's revenues. The District's balanced budget is to be adopted on a modified accrual basis. Non-cash items, such as investment adjustments to market value, depreciation, amortization, and bad debt expense are not budgeted. Multi-year capital projects are often budgeted on a full cost basis and the year-end active project budgets are continued to the next year until the completion of the project.

### **SECTION 6: PROGRAM BASED BUDGET**

Utilization of a program budget format will provide a basis for evaluation of services as well as a way to evaluate impacts of potential increases or decreases in funding. Current operating expenditures will include all allowable overhead operating (indirect) costs. For the most part, these expenses will be charged to individual budget program elements through indirect cost allocation plan charges.

District staff shall strive to identify entrepreneurial solutions to recover costs of operating programs.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

Building the program-based budget will entail the following procedures:

**1. Long-Term Initiatives (10-year foresight)**

- Evaluate District's vision, mission, and values.
- Evaluate District's goals and objectives of the above.
- Evaluate District's prioritization of the above.
- Evaluate District's expected outcomes of the above.

**2. Short-Term Initiatives (1 to 5-year foresight)**

- Evaluate short-term goals.
- Evaluate service level assumptions.
- Evaluate budget impact - revenues and expenditures.
- Evaluate staffing level changes.

**3. Significant Changes (1 year look back)**

- Evaluate specific issues and action causing significant changes.
  - Policy issues
  - Economic factors
  - Regulatory issues
  - Legislative challenges
- Evaluate emerging issues or change in priorities.

**4. Goals and Objectives by Department (1-year foresight)**

- Evaluate department goals and objectives.
- Evaluate how department goals are linked to overall District goals.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

- Evaluate short-term objectives, measurable results to be achieved.
- Evaluate timeframes of achieving those objectives.

**5. Net Position**

- Define net position
- Prepare five-year historical trend.
- Prepare ten-year forecast.

**6. Capital Expenditures**

- Define capital expenditures.
- Summarize capital expenditures.
  - Routine.
  - Non-routine.
- Identify and match funding source.
- Explain how the District's current and future budget will be impacted.
  - Financial impact.
  - Non-financial impact.

**7. Program - Base Budget Will Link Resources with Results**

- Identifying community needs for essential services
- Describing the programs required to provide the essential services
- Identifying the purpose of activities performed in delivering services
- Establishing goals and objectives which define the nature and level of services required
- Identifying resources required to perform program activities and accomplish goals and objectives
- Staffing levels

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

- Program activity revenue and appropriations

### SECTION 7: REVENUE BUDGET DEVELOPMENT

While building the revenue budget, the following parameters will be followed:

- Revenues will not be dedicated for specific purposes, unless required by law or generally accepted accounting principles (GAAP). All non-restricted revenues will be deposited in the Operating Fund (or other designated fund as approved by the CFO) and appropriated by the Board.
- Current revenues will fund current expenditures and a diversified and stable revenue system will be developed and maintained to protect programs from short-term fluctuations in any single revenue source.
- The District will estimate its annual revenues by an objective, analytical process, wherever practical. The District will project revenues for the next year and will update this projection annually. Each existing and potential revenue source will be reexamined annually. In the case of assumptions uncertainty, conservative projections will be used.
- The District will investigate potential new revenue sources, particularly those that will not add to the burden of tax or rate-payers.
- Each year, the District will recalculate the full costs of activities supported by user fees/rates to identify the impact of inflation and other cost increases.
- Grant funding will be considered to leverage District funds. Inconsistent and/or fluctuating grants should not be used to fund ongoing programs. Programs financed with grant monies will be budgeted in separate cost centers, and the service program will be adjusted to reflect the level of available funding. In the event of reduced grant funding, District resources will be substituted only after all program priorities and alternatives are considered.
- One-time revenue windfalls should be designated as a reserve or used for one-time expenditures. The funds are not to be used for on-going operations. To

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>BUDGET/CARRYOVER/DEBT/RESERVE POLICY</b>	EFFECTIVE DATE

the extent such funds are not required for current expenditures, one-time expenditures and/or capital improvements such funds should be maintained as operating reserves or used to reduce debt.

- For purposes of this policy, one-time revenue windfalls shall include:
  - Lump sum (net present value) savings from debt restructuring
  - CalPERS Rebates
  - Tax Revenue growth in excess of 5% in a single year
  - Sale of District-owned real estate
  - Pure unexpected revenues (i.e. litigation settlement)
  - Receipts from approved Development Fees
  - Contributions and Gifts
  - Any other revenues the Board may elect to designate as extraordinary

**SECTION 8: USER FEES/RATES**

The process for changing user fees or rates will follow the User Rate policy # \_\_\_\_\_. All user fees and charges will be examined or adjusted every year and undergo a thorough review to determine the 100% direct and indirect cost of service recovery rate at least every four years. This shall include operations and maintenance, capital outlay and debt services costs. The Board will strive to obtain 100% cost recovery rates, but will reserve the right to recover less, as appropriate. The acceptable recovery rate and any associated changes to user fees and charges will be approved by the Board following public review, each year.

Any unfavorable balances in cost recovery will be brought to the Board's attention by the CFO and affected Department Head, and evaluated from a departmental, program, and goals perspective.



## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

**SECTION 9: EXPENDITURE BUDGET DEVELOPMENT**

- Each program will identify activities and the recommended expenditure appropriations to perform those activities
- Identify recurring vs. nonrecurring expenditures
- Identify general vs. restricted expenditures
- Expenditure appropriation increases to the budget shall not be allowed unless offset with ongoing additional revenues or reduction in services.
- Addition of personnel will only be requested to meet program initiatives and policy directives: after service needs have been thoroughly examined and it is substantiated that additional staffing will result in increased revenue or enhanced operating efficiencies. To the extent feasible, personnel cost reductions will be achieved through attrition or transfer.
  - The CFO shall evaluate the fiscal impact of proposed changes in all salaries or retirement benefits to be provided to any employee or employee association and present to the Board.
- Capital equipment replacement will be accomplished through a life cycle funding mechanism and in some instances the use of a “rental” rate structure. The rates will be revised annually to ensure that charges to operating departments are sufficient for operation and replacement of vehicles and other capital equipment (fleet, computers, phones, and copier systems). The District shall endeavor to maintain adequate cash reserves to fund 100% replacement of certain capital equipment. Replacement costs will be based upon equipment life cycle financial analysis developed by each department and approved by the CFO. Non-capital equipment replacement will be accomplished through a life cycle funding mechanism developed by each department and implemented and approved by the CFO.
- Alternative means of service delivery will be evaluated by the CFO to ensure that

## ADMINISTRATIVE PROCEDURES




APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

quality services are provided to customers at the most competitive and economical cost. Departments, in cooperation with the GM and CFO, will identify all activities that could be provided by another source and review options/alternatives to current service delivery. The review of service delivery alternatives and the need for the service will be performed annually or on an "opportunity" basis.

- A ten-year Capital Improvement Plan (CIP) shall be developed and updated annually, including anticipated funding sources. The District staff shall maintain all its assets at a level adequate to protect the District's capital interest and to minimize future maintenance and replacement costs.
  - The total estimated cost calculations of CIPs shall include adequate costs of repair and replacement of deteriorating infrastructure and avoidance of a significant unfunded liability.
  - Proposed capital projects will be considered through the District budget development process and reviewed and prioritized by a cross-departmental team regarding accurate costing (design, capital, and operating) as well as the GM and CFO for overall consistency with the District's goals and objectives. The CFO will then identify financing sources for the highest-ranking projects.
  - The District shall determine the least costly financing method for all new projects
  - Pay-as-you-go financing is defined as all sources of revenue other than District's debt issuance, i.e., Net Assets, contributions, developer contributions, grants, endowments, etc. Pay-as-you-go financing should generally be considered as the preferred option. However, the potential for debt issuance that provides additional economic and/or strategic values could be considered as recommended by the CFO.
    - In the context of funding future capital facilities and maintaining and replacing existing assets, in each instance, the District will analyze

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

the benefits and tradeoffs of utilizing pay- as-you-go and/or debt financing and determine the optimal funding strategy or combination of funding strategies. The analysis should consider WVWD's current and projected liquidity, and capital positions, as well as the impact of inflation, the cost of water and other factors on the operations of the District and its capital improvement program. WVWD may from time to time measure its liquidity position by calculating "days cash" or other appropriate calculation of liquidity and its capital positions, as measured by its debt to equity ratio or other appropriate calculation of capital position.

- The District shall endeavor to apply restricted funds (i.e. existing Bond proceeds) to capital projects before using "unrestricted" funds.
- Capital project budget book descriptions will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.
- An inventory of the District's physical assets, their condition, and remaining useful life will be maintained by the Finance Division
- A systematic and rational methodology should be used to calculate the amounts allocated within an indirect cost allocation plan
  - District management needs to be involved in the process and knowledgeable about the methodology used
  - It is important that internal staff be aware of all applicable laws and regulations if the cost allocation is to be used as the basis for requesting reimbursement under a grant, for bond proceeds, for rate-setting, or for any other contractual or governmental regulation or restriction

### **SECTION 10: ACCRUING LIABILITIES**

The CFO shall endeavor to maintain cash reserves sufficient to fully fund the net

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>BUDGET/CARRYOVER/DEBT/RESERVE POLICY</b>	EFFECTIVE DATE

present value of accruing liabilities including self-insurance provisions, obligations to employees for vested payroll and benefits, and similar obligations as they are incurred, and to maintain the highest credit rating possible for the District. At a minimum they must be funded to 90%.

**SECTION 11: FORECASTING**

The annual budget shall include a Ten-Year Forecast. The forecast will be comprised of estimated operating costs and revenues as well as future capital improvement financing sources and uses. Balanced revenue and expenditure forecasts will be prepared by the CFO to examine the District’s ability to absorb operating costs due to changes in the economy, service demands, and capital improvements. The forecast will be taken into consideration when preparing budget recommendations. The forecast will be updated annually and include a ten-year outlook. The CFO will prepare and present these estimates to the Board at least once a year. The District’s capital plan will be informed by the ten-year forecasting process.


The forecast shall factor in future increases in demand, expected rate increases, regulations, and infrastructure renovation and renewal needs.

**SECTION 12: RESERVE POLICIES**

**RESERVE POLICY PURPOSE:**

A critical element of prudent financial planning is to ensure that sufficient funding is available for current and future operating, capital, and debt service needs. Additionally, fiscal responsibility requires anticipating the likelihood of, and preparing for, unforeseen events. West Valley Water District (“District” or “WVWD”) will at all times strive to have sufficient funding available to meet its operating, capital, and debt service obligations. Reserve Funds (“Funds”) will be accumulated and maintained to allow the District to fund operating expenses and capital expenditures in a manner consistent with its Annual Operating and Capital Improvement Budgets and its long

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

term Capital Improvement Program, respectively, and avoid significant customer rate fluctuations due to changes in cash flow requirements.

Through a variety of policy documents and plans, including the District's Capital Improvement Program, master plan and strategic plan, the Board has set forth a number of long-term goals for the District. A fundamental purpose of the District's policy documents and plans is to link what must be accomplished with the necessary resources to successfully do so.

The Board of Directors of WVWD ("Board") may designate specific fund accounts and maintain minimum fund balances consistent with statutory obligations that it has determined to be in the best interest of WVWD. The Policy directives outlined in this section are intended to ensure WVWD has sufficient funds to meet current and future needs. The Board will annually review the level of these funds.

#### RESERVE TRACKING PROCEDURES:

The District may maintain its liquidity and capital funds in separate, designated sub-accounts in a manner that ensures its financial soundness and provides transparency to its ratepayers. The account balances are considered the minimum necessary to maintain the District's creditworthiness and adequately provide for:

- Compliance with applicable statutory requirements
- Financing of future capital facilities and repair and replacement of existing assets
- Cash flow requirements
- Economic uncertainties, local disasters, and other financial hardships or downturns in the local or national economy
- Contingencies or unforeseen operating or capital needs

WVWD has established and will maintain the following primary cash (and/or equivalent) accounts (and any other related fund tracking mechanism if needed):

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

- Restricted Cash Account(s) – comprised of Bond Proceeds, Community Facilities District monies, Developer and or Capacity Fees and Customer Deposits
- Capital Cash Account(s) – comprised of money set aside for Capital Projects, including those for General and Administrative Capital Projects
- Liquidity Cash Account(s) – monies set aside for Rate Stabilization, the Operating Reserve Account, the Emergency Account, and the Water Banking Account


**RESERVE MAINTENANCE:**

The minimum established for each account represents the baseline financial condition that is acceptable to WVWD from risk and long-range financial planning perspectives. Maintaining reserves at appropriate levels is a prudent, ongoing business process that consists of an iterative, dynamic assessment and application of various revenue generating alternatives. These alternatives (either alone or in combination with each other) include, but are not limited to: fees and charges, water usage management, capital financing, investment of funds, and levels of capital expenditures.

**RESERVE TARGET LEVELS:**

To establish and preserve its strong credit ratings, in every fiscal year WVWD will strive to maintain a Liquidity fund balance totaling a minimum of 365 days of budgeted operating expenses without regard to any Liquidity Facility.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

The following represents the Districts target reserve levels by type:

I. RESTRICTED FUNDS

- a. Bond Proceeds Fund(s): Bond proceeds funds are monies derived from the proceeds of a bond issue. Typically, they consist of construction fund monies, and a debt service reserve fund ("DSRF"). The use of these proceeds is restricted by conditions set forth in the respective legal bond documents. Typically, these funds are held by the Trustee in favor of the bond holders.

Target Level – The debt service reserve requirement is established at the time of the bond issue. This amount may be recalculated as the bonds are paid down. Any excess principal and/or interest earnings can be used to pay debt service on the appropriate bonds. The target level must appropriately respond to changes in interest rates for variable rate debt.

Events or Conditions Prompting the Use of the Fund(s) – As stipulated in the respective bond documents. Construction fund monies are expected to be spent on applicable projects, while DSRF can only be used to pay debt service or to pay down principal at maturity.

Review Dates for Balances – Reviewed by the Trustee and WVWD staff on a semi-annual basis at least 15 days prior to an interest payment date.

- b. Customer and Development Deposits: Monies held on behalf of WVWD customers as required for their account or as cash bonds for development projects.

Target Level – Customer deposits required are based upon the process outlined in the District's Water Service Regulations. Deposit requirements for development projects are also outlined in the District's Water Service Regulations. The balance in this account will fluctuate depending on the number of utility customer deposits required and the number of development projects in process. Therefore, no minimum or maximum levels will be established.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

## II. CAPITAL RESERVE FUNDS

WVWD will strive to maintain minimum balances in the Capital Reserve Funds, net of any capacity fees, as of June 30, of any fiscal year equal to the amounts set forth below. The Capital Reserve Funds will consist of the following sub-accounts:

- a. Capital Project Account: The Capital Project Cash Account is used for the funding of new capital assets or the rehabilitation, enhancement or replacement of capital assets when they reach the end of their useful lives.

Target Level – WVWD may set aside capital moneys for replacement funds on a project- by-project basis. The minimum target level WVWD will strive for is 100% of its then- current fiscal year from the Capital Improvement Budgets plus 80% of the amount estimated to be needed the following fiscal year. Failure to meet the minimum target level will not result in a violation of the policy. The maximum balance may be determined upon the reasonable needs of the District as set forth in the Capital Improvement Program, the District's Master Plan Documents and Strategic Plan.}

Events or Conditions Prompting the Use of the Fund – Staff will recommend new assets to be constructed or assets to be rehabilitated, enhanced, or replaced during the annual budget preparation. As projects are approved, funds will be appropriated from reserve funds or available revenues.

Review Dates for Balances – Fund balances and projected improvement projects will be reviewed by staff and the Board during the preparation and approval of the annual budget and during the mid-year budget review process.

- b. Administrative & General Account: The Administrative & General Account can be used to fund certain general, administration and overhead projects. Fleet Management, Building, Equipment, and Information Technology reserves will be maintained based upon life cycle replacement plans to ensure adequate net asset (fund balance) designation required for systematic replacement of fleet vehicles, building components and systems, computers and related equipment, and



ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

operational contingencies. Operating departments will be charged over the useful life of the asset used. The District shall endeavor to stabilize funding by building reserves equal to the anticipated replacement cost of each asset class at end of useful life.

Target Level – This Account has no specific target level for each component. However, WVWD shall seek to maintain a minimum balance equal to 5% of its annual operating expenses. Special projects can be funded on an as-needed or project-by-project basis.

Events or Conditions Prompting the Use of the Fund – Improvement projects will be identified by staff and recommended to the Board during the preparation of the annual budget. As projects are approved, funds will be appropriated from available revenues.

Review Dates for Balances – Fund balances and projected improvement projects will be reviewed by staff and the Board during the preparation and approval of the annual budget and during the mid-year budget review process.

III. LIQUIDITY FUNDS

Liquidity Funds will be comprised of the following sub-accounts: The Rate Stabilization Reserve Account, the Operating Reserve Account, the Emergency Account, and the water banking account. The balance in the Liquidity Funds will fluctuate depending on the annual operating expenses. Further, the District will also incorporate an aggregate reserve goal since policy requirements and goals might fluctuate year over year. The total reserve goal of maintaining cash and equivalents shall be equal to the annual operating budgeted expenditures for the current fiscal year which is equivalent to 365 “days cash”.

- a. Rate Stabilization Account: This fund is established to provide flexibility to the Board when setting rates to allow for absorbing fluctuations in water demand and smoothing out rate increases over a period of time.

Target Level – This fund shall be maintained at a minimum level equal to the

ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

lower of (1) a calculation of the difference between (a) the amount of revenue from the lowest year of historical water usage going back 25 years and (b) the amount of revenue from a typical year using current rates; or (2) 180 days of the budgeted total operating expenses

Events or Conditions Prompting the Use of the Fund – This fund is intended to be used to defray any temporary unforeseen decreases in the sale of water. The Board, on a case by case basis, will determine the amount and timing for any use of the fund. If at the end of any fiscal year, moneys on deposit in all accounts or reserve funds are at or exceed their respective maximum amounts or levels, the District may consider rebating surplus amounts to its ratepayers.

Review Dates for Balances – Fund balances will be reviewed by staff and the Board during the preparation and approval of the annual budget and during the mid-year budget review process.

- b. Operating Reserve Account: The Operating Reserve Account is used for unanticipated operating expenses. This fund is designated by the Board to maintain a reserve for current operations and to meet routine cash flow needs.

Target Level – Funding shall be targeted at a minimum amount equal to 185 days of the District’s budgeted total operating expenses

Events or Conditions Prompting the Use of the Fund – Upon Board authorization, this fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unexpected increases in expenses.

Review Dates for Balances – Fund balances and target level will be reviewed by Staff and the Board during the preparation and approval of the annual budget and during the mid-year budget review process.

- c. Emergency Account. The Emergency Account may be used to purchase water at any time or to begin repair of the water system after a catastrophic

ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

event, such as a severe earthquake, drought, or fire while interim, or long-term financing is being arranged or insurance claims are being processed. WVWD may use funds herein for either capital or operating purposes.

Target Level – Funding shall be targeted at a minimum equal to 1% of the net capital assets of the District’s water system, a target level of 2% of the net capital assets and a maximum of 3% of the net assets of the water system, based on current Federal Emergency Management Agency (FEMA) guidelines.

Events or Conditions Prompting the Use of the Fund – The Board may designate use of this fund after establishing that conditions exist as called out in the definition and purpose of the fund.

Review Dates for Balances – Fund balances and target level will be reviewed by staff and the Board during the preparation and approval of the annual budget and during the mid- year budget review process.

- d. Water Banking Account. The Water Banking Account can be used to fund the purchase of replenishment water for future use. The District will strive to maintain a minimum level equal to the cost of 1,000 acre-feet of water and a maximum amount equal to the cost of 10,000 acre-feet of water. The District will review annually the cost to purchase water.

Target Level. Funding shall be targeted at a minimum equal to the existing rate times 1,000 acre-feet of water and a maximum equal to the existing rate times 10,000 acre-feet of water.

Review Dates for Balances – Fund balances and target level will be reviewed by staff and the Board during the preparation and approval of the annual budget and during the mid- year budget review process.

Self-Insurance Reserves (workers’ compensation, other employment related matters) will be maintained at a level, which, together with purchased insurance policies, will adequately cover the District’s property, liability, and health benefit risk. A qualified

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

actuarial firm shall be retained and report on a bi-annual basis recommended appropriate funding levels. The District shall endeavor to maintain reserves equal to 90% of the estimated net present value of such liabilities.

Budget Reserves are presented in the Comprehensive Annual Financial Report (CAFR) in the Financial Statement section designated as Unrestricted Net Assets. The District's CAFR is available on the District's website at \_\_\_\_\_.

**SECTION 13: BUDGET SURPLUSES AND DEFICITS**

**SURPLUSES:**

It is the intent of the District to use all surpluses generated to accomplish three goals:

- Meet reserve policies
- Avoidance of future debt
- Reduction of outstanding debt

Any surplus realized at year-end shall be used first to meet reserve policies as set forth in this policy. Excess surplus will then be used for the following purposes:


- Capital replacement program
- Retirement or refinancing of existing debt
- Cash payments for capital improvements
- Rebate to rate-payers

One-time revenue windfalls should be designated as a reserve or used for one-time expenditures. The funds are not to be used for on-going operations. To the extent such funds are not required for current expenditures, one-time expenditures and/or capital improvements such funds should be maintained as operating reserves or used to reduce debt.

For purposes of this policy, one-time revenue windfalls shall include:

- Lump sum (net present value) savings from debt restructuring

## ADMINISTRATIVE PROCEDURES



# West Valley Water District

APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

- CalPERS Rebates
- Tax Revenue growth in excess of 5% in a single year
- Sale of District-owned real estate
- Pure unexpected revenues (i.e. litigation settlement)
- Receipts from approved Development Fees
- Contributions and Gifts
- Any other revenues the Board may elect to designate as extraordinary

**DEFICITS:**

It is the intent of the District to minimize all net asset (fund balance) deficits. The District will diagnose and communicate any fund balance deficits with the following recommendations to the Board:

- Primary Treatments – treatments that are recommended as the first line of defense and should be considered as a first option. In many cases, these treatments not only provide immediate help but also improve the long-term prognosis.
- Treatment to Use with Caution – treatments that may be called for if the primary treatments are not sufficient. However, the side effects of these treatments could potentially worsen financial condition if used improperly.

**SECTION 14: DEBT MANAGEMENT POLICY**

These Debt Management Policies are intended to comply with Government Code Section 8855(i), (j), and (k) effective on January 1, 2017, and shall govern all debt undertaken by the District.<sup>1</sup> The District hereby recognizes that a fiscally prudent debt policy is required in order to:

- Maintain the District's sound financial position.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

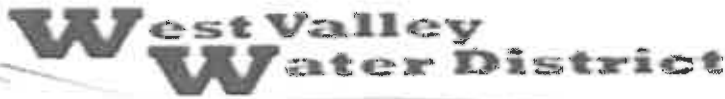
- Ensure the District has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the District's credit-worthiness and maintain and, if possible, improve the current bond rating(s), in order to minimize borrowing costs and preserve access to credit.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the District.
- Ensure that the District's debt is consistent with the District's planning goals and objectives and capital improvement program or budget, as applicable.

### Purposes for Which Debt May Be Issued

*Long-term Debt.* Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the District.

- (a) Long-term debt financings are appropriate when the following conditions exist:
- When the project to be financed is necessary to provide basic services.
  - When the project to be financed will provide benefit to constituents over multiple years.
  - When total debt does not constitute an unreasonable burden to the District and its taxpayers and ratepayers.
  - When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring.
- (b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses. However, the District may consider issuance of debt for working capital purposes under specific circumstances if deemed advisable by the Board and CFO.
- (c) The District may use long-term debt financings subject to the following

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

## conditions:

- The project to be financed must be approved by the Board.
- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the infrastructure improvement, with the average (weighted) bond maturities at or below thirty years, unless otherwise authorized by the Board.
- The District estimates that sufficient revenues will be available to service the debt through its maturity.
- The District determines that the issuance of the debt will comply with the applicable state and federal law.

*Short-term Debt.* Short-term debt may be issued to provide financing for the District's operational cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the District may undertake lease-purchase financing for equipment.

**Types of Debt**

For purposes of these Debt Management Policies, "debt" shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations. The use of the term "debt" in these Debt Management Policies shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt in contravention of any statutory or constitutional debt limitation.

The following types of debt are allowable under these Debt Management Policies:

- General obligation bonds, which are supported by property tax revenue which grows in proportion to the District's assessed valuation and/or property tax rate increases, may be utilized if/when authorized by voters.
- Bond or grant anticipation notes.
- Lease revenue bonds, certificates of participation, and lease-purchase transactions.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

- Other revenue bonds and certificates of participation.
- Tax and revenue anticipation notes.
- Land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment statutes.
- Tax increment financing to the extent permitted under state law.
- Purchase card debt
- Line of credit
- Construction loans
- Lease payments

The District may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of these Debt Management Policies.

Debt shall be issued as fixed rate debt unless the District makes a specific determination as to why a variable rate issue would be beneficial to the District in a specific circumstance.

#### **Relationship of Debt to Capital Improvement Program and Budget**

The District is committed to long-term capital planning. The District intends to issue debt for the purposes stated in these Debt Management Policies and to implement policy decisions incorporated in the District's capital budget and the capital improvement plan.

The District shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The District shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The District shall integrate its debt issuances with the goals of its capital



## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the District's public purposes.

The District shall seek to avoid the use of debt to fund infrastructure and facilities improvements in circumstances when the sole purpose of such debt financing is to reduce annual budgetary expenditures.

The District shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its reserves.

New debt issues, and refinancing of existing debt, must be analyzed for compatibility within the District's overall financial planning and approved by the CFO. The review shall not be limited to cash flow analysis, potential for unexpected revenue surprises, and the maintenance of the District's bond ratings. Annual debt service shall not produce an inordinate impact upon future operations.

A ratio of current assets to current liabilities of at least 2/1 will be maintained to ensure the District's ability to pay short-term obligations.

Water rates will be set, at a minimum, to ensure the ratio of revenue to debt service meets the District's bond indenture requirement (generally a minimum of 120% of debt service). In addition, higher revenue to expense ratios may be needed to secure the District's bond rating, as determined by the CFO.

When calculating debt services coverage for internal purposes, the minimum pay-as-you-go capital expense will be considered a part of the operating costs to be covered by pre-debt service revenues. The District goal will be to maintain the required debt service coverage with this additional cost factored into the equation. Use of a 10-year budget projection, including capital project requirements, will provide assurance that all needs are considered by the CFO, the GM, Assistant GMs, and District Counsel as revenue requirements are considered.

### **Policy Goals Related to Planning and Objectives**

The District is committed to long-term financial planning, maintaining appropriate reserve levels and employing prudent practices in governance, management and budget administration. The District intends to issue debt for the purposes stated in

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

this Policy and to implement policy decisions incorporated in the District's annual operations budget.

It is a policy goal of the District to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The District will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the District to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0% of the refunded principal amount, and (ii) present value debt service savings equal to or greater than 100% of any escrow fund negative arbitrage.

The CFO shall consult with a qualified Financial Advisor on an issue by issue basis to determine the appropriate method of sale to be used for debt issuance. Further, the CFO or designee shall be responsible for the solicitation and selection of professional services that are required to administer the District's debt program, which will follow the District's procurement policy. The financial advisor, bond and disclosure counsel, and trustee costs associated with bond issuance will be paid with bond proceeds. Eligible District staff costs related to issuance of long-term bonds may also be reimbursed from bond proceeds.

- A financial advisor shall be used to assist in the issuance of the District's debt. The financial advisor shall provide the District with objective advice and analysis on debt issuance. This includes, but is not limited to monitoring market opportunities, structuring and pricing debt, and preparing official statements of disclosure.
- All debt issued by the District will include a written opinion by bond counsel affirming that the District is authorized to issue the proposed debt. The opinion shall include confirmation that the District has met all District and state

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

constitutional and statutory requirements necessary for issuance, a determination of the proposed debt's federal income tax status and any other components necessary for the proposed debt. Bond counsel is also responsible for preparing all financing documents including Trust Indentures and Bond resolutions and assists in preparation of Official Statements. Disclosure Counsel shall be required to deliver a customary 10(b)-5 opinion on District offering documents. The Disclosure Counsel will work with District staff to draft all disclosure documents for a bond financing.

- An Underwriter(s) will be used for all debt issued in a negotiated or private placement sale method. The Underwriter is responsible for purchasing negotiated or private placement debt and reselling the debt to investors.
- A Fiscal Agent will be used to provide accurate and timely securities processing and timely payment to bondholders. If there are unspent bond proceeds, funds will be held by a third part trustee.
- The District will maintain good communication with bond rating agencies about its financial condition. This effort will include providing periodic updates on the District's general financial condition, coordinating meetings, and presentations in conjunction with a new issuance. The District will continually strive to maintain its bond rating by improving financial policies, budgets, forecasts and the financial health of the District.
- Credit enhancements may be used to improve or establish a credit rating on a District debt obligation. Credit enhancements should only be used if cost effective.
- A debt refunding is a refinance of debt typically done to take advantage of lower interest rates.
- A current refunding is one in which the refunding bonds are issued no more than 90 days before the date upon which the refunded bonds will be redeemed.
- An advance refunding is one in which the refunding bonds are issued more than 90 days prior to the date upon which the refunded bonds will be redeemed.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

Advance refundings are used to refinance outstanding debt before the date the outstanding debt becomes due or callable. Internal Revenue Code §149(d)(3) provides that governmental bonds issued after 1985 may only be advanced refunded once over the life of a bond issuance. Changes to the Federal tax law enacted in 2017 prohibit the issuance of advance refunding bonds after December 31, 2017; however, it is possible this prohibition will be removed in the future.

- Unless otherwise justified, such as a desire to remove or change a bond covenant, a debt refunding will require a minimum present value savings of 3%. This savings requirement for a refunding may be waived by the CFO upon a finding that such a refunding is in the District's overall best financial interest.
- The District will, unless otherwise justified, use bond proceeds within the established time frame pursuant to the bond ordinance, contract or other documents to avoid arbitrage rebate. Arbitrage is the interest earned on the investment of the bond proceeds at a rate above the interest rate paid on the debt. If arbitrage occurs, the District may be required to pay the amount of the arbitrage to the Federal Government as required by Internal Revenue Service Regulation 1.148-11. The District will maintain a system of recordkeeping and reporting to meet the arbitrage rebate compliance requirement of the IRS regulation. For each bond issue not used within the established time frame, the recordkeeping shall include tracking investment earnings on bond proceeds, calculating rebate payments, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the outstanding debt.
- The District will comply with all covenants stated in the bond contract or equivalent
- The District will comply with all state reporting requirements for issuance of debt, including a report to the CDIAC of any proposed debt issuance no later than 30 days prior to the sale of any debt issue. The report shall include a certification by the issuer that it has adopted local debt policies concerning the use of debt and

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

that the contemplated debt issuance is consistent with these policies. The District shall also submit a report to CDIAC of final sale no later than 21 days after sale of debt, by any method approved by the CDIAC. The report on final sale shall include a copy of the official statement for the issue or, if there is no official statement, the other disclosure documents and indenture.

- The District will meet secondary disclosure requirements in a timely and comprehensive manner, as stipulated by the SEC Rule 15c2-12. The CFO shall be responsible for providing ongoing disclosure information to the Municipal Securities Rulemaking Board's (MSRB's) Electronic Municipal Market Access (EMMA) system, the central depository designated by the SEC for ongoing disclosures by municipal issuers. The CFO is responsible for maintaining compliance with disclosure standards promulgated by state and national regulatory bodies, including the Government Accounting Standards Board (GASB), the National Federation of Municipal Analysts, the Securities and Exchange Commission (SEC), and Generally Accepted Accounting Principles (GAAP). The District may also employ the services of firms that improve the availability of or supplement the District's EMMA filings.
- The proceeds of the bond sales will be invested until used for the intended project in order to maximize utilization of the public funds. The investments will be made to obtain the highest level of safety. The District Investment Policy and the bond indentures govern objectives and criteria for investment of bond proceeds. The CFO or designee, or the bond trustees under the direction of the CFO or designee, will invest the bond proceeds in a manner to avoid, if possible, and minimize any potential negative arbitrage over the life of the bond issuance, while complying with arbitrage and tax provisions.
- In certain cases, particularly for bond reserve funds, it may be fiscally prudent to invest funds using a forward delivery agreement or some other type of guaranteed investment contract. Such agreements should be obtained under a competitive bid process under consultation with the Financial Advisor.
- State and Local Government Securities (SLGS) are the preferred investment

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

option rather than open market securities for escrows for refunded bonds to allow for better matching of settlement dates and fewer arbitrage regulation compliance issues.

### Internal Control Procedures

When issuing debt, in addition to complying with the terms of these Debt Management Policies, the District shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The District will periodically review the requirements of and will remain in compliance with the following:

- Any continuing disclosure undertakings under SEC Rule 15c2-12 and Government Code Section 8855 (i), (j), and (k),
- Any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- The District's investment policies as they relate to the investment of bond proceeds.

It is the policy of the District to ensure that proceeds of debt are spent only on lawful and intended uses. Proceeds of debt will be held either (a) by a third-party trustee, which will disburse such proceeds to the District upon the submission of one or more written requisitions, or (b) by the District, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the District.

- The District shall review its outstanding debt quarterly for the purpose of determining if the financial marketplace will afford the District the opportunity to refund an issue and lessen its debt service costs. In order to consider the possible refunding of an issue, a Present Value savings of three percent over the life of the respective issue, at a minimum, must be realistically attainable.

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

- The District will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.
- When the District finances capital projects by issuing bonds, it will pay back the bonds within a period not to exceed the estimated useful life of the project.
- Whenever possible, the District will use special assessment, revenue, or other self-supporting bonds instead of general obligation bonds, so those benefiting from the improvements will bear all or part of the cost of the project financed.
- The District will maintain good communications with bond rating agencies regarding its financial condition. The District will follow a policy of full disclosure on every financial report and borrowing prospectus.

**SECTION 15: AFTER ADOPTION OF THE BUDGET**

District staff shall strive to avoid returning to the Board for new or expanded appropriations. Exceptions may include emergencies, unforeseen impacts, mid-year adjustments or new opportunities.

The District, through the CFO and the Finance Department, will follow an aggressive, consistent, but sensitive policy of collecting revenues, with proper internal controls, to meet the needs of the District and follow all applicable state and federal laws.

The Board is to be provided with a quarterly budget report comparing actual versus budgeted revenue and expense activity. Significant deviations between budget and actual results are to be explained. This will create an opportunity to adjust revenue projections and make expenditure appropriation changes, if needed. Further, it also provides an opportunity to make budget transfers if necessary. Reserve account balance shall also be reviewed at this time for compliance with the reserve policy.

All fund designations and reserves will be evaluated at least annually by the CFO for long-term adequacy and use requirements in conjunction with development of the District's balanced ten-year financial plan.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

### PERFORMANCE MEASUREMENT

- Every year, the District shall create a Strategic Plan that identifies the Strategic Priorities for the following year, with the goals to be achieved.
- Annually, each department shall develop departmental performance measures that support achieving successful results of those goals with the GM. Goals should be related to core services of the department and should reflect customer needs. The measures should be a mix of different types, including effectiveness, efficiency, demand and workload. Measures should have sufficiently aggressive goals to ensure continuous improvement.
  - Department Directors shall establish performance measures for each division or program within their department to monitor and project program performance.
  - Quarterly summaries of progress and departmental performance measures will be published and distributed.

### SECTION 16: TRANSFERS


#### TRANSFERS OF APPROPRIATIONS:

The CFO or Designee, upon request of the GM or Board, may transfer any unused balance or portion thereof from previously appropriated funds to augment existing appropriations as long as the transfer is within the same Budget Unit and/or CIP project. The CFO or designee shall notify the GM and the Board of any transfer of funds made pursuant to this section which exceeds ten percent (10%) of the original appropriation to which the transfer is made. No such transfer of funds shall be made to an appropriation which was previously reduced by action of either the GM or the Board in their review of the budget for the current or prior fiscal year.

District departments may need to request expenditure budget transfers



## ADMINISTRATIVE PROCEDURES




APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

under certain circumstances. It may be necessary to transfer funds from one activity or project to another to reflect realignment of priorities, duties, or reorganization. Transfers among objects of expenditure within a department also may be needed to adjust budget estimates to meet actual operating realities. The following represent restrictions on budget transfers:

- Cumulative transfer requests to the Finance Department should not exceed ten percent (10%) of the original appropriation. Requests exceeding the threshold must be properly justified and approved by the CFO or designee
  - The 10% threshold applies to the budget unit or CIP project to which that appropriation is being transferred.
    - For annual funds, the 10% calculation is based on the current fiscal year original appropriation and any Board-approved supplemental appropriation within budgetary control level.
    - For continuing funds such as capital projects, the 10% calculation is based on the total multi-year original appropriation and any Board-approved supplemental appropriation amounts (i.e., the total of original and supplemental appropriation for each fiscal year from year 1 through the current fiscal year). For projects funded by multiple funding sources, the 10% threshold is based on the total Board-approved appropriation of all funding sources. If multiple transfers were made during the year, the individual transfer as well as the cumulative transfer must not exceed the 10% threshold.
- Transfers must not be made to an appropriation reduced by action of either the GM or Board. If the GM or Board reduction was made to a specific object code, appropriations cannot be transferred to other object codes within the same object code grouping.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

- Exceptions to this guideline must be approved by the authority that reduced the appropriation,
- Appropriations carried forward from prior year(s) cannot be used for budget transfers
  - Carryforward appropriations are not surplus and must be used for the purpose originally budgeted and approved for carryforward.
- The following types of budget transfers require additional approval from the GM and notification to the Board:
  - Transfers involving salaries
    - Transfers from professional services contracts to salaries require additional approval from the GM and the CFO
  - Transfers involving new equipment budget.
    - Equipment can only be purchased using appropriations specifically for equipment. Transfers of non-equipment budget for equipment purchases must be approved by the GM and CFO. Note that such transfers can only be from non-salary appropriations
- Transferring department budgets for services of other District departments to other spending categories requires approval from the requesting or performing department.
- If and when the budget transfer request is completely approved, the Finance Division is responsible to enter a budget transfer journal entry in the financial system
  - Before entering the budget transfer into the finance software, Finance Division staff must:
    - Verify completeness of information and reasonableness of justification

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

- Verify funding availability and appropriateness (e.g., budget carried forward from the previous fiscal year cannot be the funding source of a budget transfer)
  - Verify department certification on transfer is within the 10% threshold
  - Verify department certifications on transfer is not adding back to appropriation previously reduced by Board or GM
  - Verify the accurate use of the accounting codes, budget unit codes and object codes
  - Return to department if request is being rejected or requires substantial changes
  - Review data entry for accuracy of data based on approved budget transfer request.
- At fiscal year-end, the CFO shall notify the GM and the Board of any transfer of funds made which exceeds 10% of the original appropriation to which the transfer is made. If multiple transfers were made at different times of the year, the individual transfer as well as the cumulative transfers exceeding the 10% threshold will be reported.

TRANSFERS OF RESERVES:

In the event the Liquidity cash account balance exceeds the established aggregate maximum (if applicable), excess monies will be transferred annually into the Capital cash account. On an as-needed basis, moneys from the Emergency Account of the Liquidity Fund can be moved to the Operating Reserve Account to pay for operating emergencies to supplement the Liquidity Funds. The Board shall approve any reallocation of reserve funds or any transfers among such funds.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BUDGET/CARRYOVER/DEBT/RESERVE POLICY	EFFECTIVE DATE

### SECTION 17: CARRYOVERS

On an annual basis, after the year-end audit has been completed, the CFO or designee shall produce a schedule of all fund surpluses and deficits, with projections of reserve requirements and plan for the use of an excess surplus for the current year. These will be Carryovers.

Automatic Carryovers include:

- Contractual commitments
- Grant, restricted donation and capital project appropriations which are considered life-cycle appropriations
- June Board items
- All other appropriations shall lapse at year-end unless carried forward by Board action

June Board items, and active/on-going CIP carryovers are automatic. CIP projects that are under construction, in the process of design and specification development or production of bid documents will automatically be carried over for both encumbered funds and unencumbered funds.

Carryovers that are not automatic: Projects that have been on the CIP list for multiple years that are not proceeding to design, bid or construction should provide a more detailed explanation of their status and a justification for the continuing need for the project funding. These projects will be closed out unless the department provides sufficient justification to keep them open. The justification should contain the information necessary to determine the status of the project and its continuing justification. Carryovers can only take place once the last invoices for the fiscal year have been paid and charged against the fiscal year that is ending. The Carryover Request forms will be closed on July 1st of every year. Any subsequent carryover requests will need to be taken to the Board by the requesting department.

## WEST VALLEY WATER DISTRICT REQUEST FOR TRANSFER OF FUNDS

**Department Name:** \_\_\_\_\_

**Requestor Name:** \_\_\_\_\_

\* Attach more pages if necessary

\*\* The sum of increases and decreases must net to zero

\*\*\* If from Reserves, then please prepare a Request for Appropriations Form

Explanation*					
Is this a Transfer between Funds (Y/N)?		Is this an increase and/or decrease in the Board's adopted budget or new appropriation(s) (Y/N)?		Is this an appropriations transfer between expenditure categories (Y/N)?	
Is this a Transfer from Personnel to Non-Personnel (Y/N)?		Is this appropriations transfer between Departments (Y/N)?			
Budget Unit/Project No./Fund Number	Object Code ***	Account Description	Beginning Budget	Change Amount Increase (Decrease)**	Revised Budget
<b>Reserves*</b>					
<b>Revenues*</b>					
<b>Expenditures*</b>					

Signature of requesting official \_\_\_\_\_

Date \_\_\_\_\_

Approval of Finance Division:  
 There are sufficient balances available to meet this transfer request in the amount of \_\_\_\_\_

Rejection (Y/N)? \_\_\_\_\_  
 Reason \_\_\_\_\_

CFO or Designee and Date \_\_\_\_\_

Approval of General Manager or Designee:

Rejection (Y/N)? \_\_\_\_\_  
 Reason \_\_\_\_\_

GM or Designee and Date \_\_\_\_\_

Internal Finance Division Communication

Date Posted to Finance System		Name of staff member posting the Transfer	
Date Received for posting		Board Approved Date, if applicable	
Does this create a fund Deficit (Y/N)?		Board Resolution Number, if applicable	
Budget Transfer Number assigned			

**WEST VALLEY WATER DISTRICT  
FINANCE DIVISION  
APPROPRIATION OF FUNDS REQUEST**

TO:	GENERAL MANAGER; CFO
FROM:	
SUBJECT:	REQUEST FOR APPROPRIATION OF FUNDS
DATE	

SECTION:

I. AMOUNT TO BE APPROPRIATED: \$ \_\_\_\_\_

II. BRIEFLY EXPLAIN WHY THIS APPROPRIATION IS BEING REQUESTED:

(Miscalculated need? Changes in policy? More manpower needed? Oversight? Forgot to budget? mandates? Additional scope of services, etc...)

III. FUNDS ARE TO BE APPROPRIATED AS FOLLOWS:

From:	Budget Unit Number/Name:		To:	Budget Unit Number/Name:	
	Account Number/Name:			Account Number/Name:	

IV. APPROVALS:

Department Head	Date	Funds Available	Date
CFO	Date	General Manager	Date
Posted By: _____			

V. BACKGROUND

This form is for appropriation of funds. Based on the resolution adopting the annual operating budget "The General Manager may transfer and appropriate up to \$25,000 during the Fiscal Year from reserves to any account.

VI. INSTRUCTIONS

Initiating department complete From (name), Date, Section I: Amount to be appropriated; Section II: provide description; Section III: Budget unit/Account code/name; Section IV: Department head approval. Then forward to Finance Division for determination of funds available and approval by CFO. Appropriations greater than \$25,000 require formal Board approval and the use of a District staff report.

<sup>1</sup> GOVERNMENT CODE - GOV  
 TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980]  
 ( Title 2 enacted by Stats. 1943, Ch. 134. )  
 DIVISION 1. GENERAL [8000 - 8899.72]  
 ( Division 1 enacted by Stats. 1943, Ch. 134. )

CHAPTER 11.5. California Debt and Investment Advisory Commission [8855 - 8859]

(i) (1) The issuer of any proposed debt issue of state or local government shall, no later than 30 days prior to the sale of any debt issue, submit a report of the proposed issuance to the commission by any method approved by the commission. This subdivision shall also apply to any nonprofit public benefit corporation incorporated for the purpose of acquiring student loans. The commission may require information to be submitted in the report of proposed debt issuance that it considers appropriate. Failure to submit the report shall not affect the validity of the sale. The report of proposed debt issuance shall include a certification by the issuer that it has adopted local debt policies concerning the use of debt and that the contemplated debt issuance is consistent with those local debt policies. A local debt policy shall include all of the following:

- (A) The purposes for which the debt proceeds may be used.
- (B) The types of debt that may be issued.
- (C) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.
- (D) Policy goals related to the issuer's planning goals and objectives.
- (E) The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

(2) In the case of an issue of bonds the proceeds of which will be used by a governmental entity other than the issuer, the issuer may rely upon a certification by that other governmental entity that it has adopted the policies described in subparagraphs (C), (D), and (E) of paragraph (1), and references to the "issuer" in those subparagraphs shall be deemed to refer instead to the other governmental entity.

(j) The issuer of any debt issue of state or local government, not later than 21 days after the sale of the debt, shall submit a report of final sale to the commission by any method approved by the commission. A copy of the final official statement for the issue shall accompany the report of final sale. If there is no official statement, the issuer shall provide each of the following documents, if they exist, along with the report of final sale:

- (1) Other disclosure document.
- (2) Indenture.
- (3) Installment sales agreement.
- (4) Loan agreement.
- (5) Promissory note.
- (6) Bond purchase contract.
- (7) Resolution authorizing the issue.
- (8) Bond specimen.

The commission may require information to be submitted in the report of final sale that it considers appropriate. The issuer may redact confidential information contained in the documents if the redacted information is not information that is otherwise required to be reported to the commission.

(k) (1) A public agency, whether state or local, shall submit an annual report for any issue of debt for which it has submitted a report of final sale pursuant to subdivision (j) on or after January 21, 2017. The annual report shall cover a reporting period from July 1 to June 30, inclusive, and shall be submitted no later than seven months after the end of the reporting period by any method approved by the commission. Before approving any annual method of reporting pursuant to this subdivision, the commission shall consult with appropriate state and local debt issuers and organizations representing debt issuers for purposes that shall include, but not be limited to, making a proposed reporting method more efficient and less burdensome for issuers. The annual report shall consist of the following information:

- (A) Debt authorized during the reporting period, which shall include the following:
  - (i) Debt authorized at the beginning of the reporting period.
  - (ii) Debt authorized and issued during the reporting period.
  - (iii) Debt authorized but not issued at the end of the reporting period.
  - (iv) Debt authority that has lapsed during the reporting period.
- (B) Debt outstanding during the reporting period, which shall include the following:
  - (i) Principal balance at the beginning of the reporting period.
  - (ii) Principal paid during the reporting period.
  - (iii) Principal outstanding at the end of the reporting period.

- 
- (C) The use of proceeds of issued debt during the reporting period, which shall include the following:
- (i) Debt proceeds available at the beginning of the reporting period.
  - (ii) Proceeds spent during the reporting period and the purposes for which it was spent.
  - (iii) Debt proceeds remaining at the end of the reporting period.
- (2) Compliance with this subdivision shall be required for each issue of debt with outstanding debt, debt that has been authorized but not issued, or both, during the reporting period.
- (3) The commission may, if technology permits, develop an alternate reporting method, provided that any alternate reporting method is in furtherance of the purpose of collecting the data required by this subdivision. Before approving any alternate annual method of reporting pursuant to this subdivision, the commission shall consult with appropriate state and local debt issuers and organizations representing debt issuers for purposes that shall include, but not be limited to, making a proposed reporting method more efficient and less burdensome for issuers.
- (Amended by Stats. 2016, Ch. 307, Sec. 2. (SB 1029) Effective January 1, 2017.)*



**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

**SECTION 1: INTRODUCTION AND PURPOSE**

The purpose of this policy is to ensure adequate control and appropriate use of District assets. Further, these policies are intended to provide the methods for classifying, valuing, and accounting for capital assets. Capital asset accounting serves a variety of purposes to the District, some of the more important reasons being:

1. To substantiate valuations of capital assets in accordance with Generally Accepted Accounting Principles (GAAP) for financial reporting.
2. To assign responsibility for the custody and proper use of specific assets to District departments.
3. To establish systems and procedures to protect capital assets from loss or theft.
4. To assist in the formulation of acquisition and retirement policies through accumulation of data such as cost, useful life, and depreciation.


**SECTION 2: GENERAL POLICY**

It is the policy of the District that all District capital assets shall be properly accounted for, reported, handled, and maintained. Additionally, these assets should be only used for appropriate District business operations. Asset handling must conform to proper internal controls for safeguarding, avoidance of all conflicts of interest, and the avoidance of the misappropriation of District assets. All District Departments are subject to the provisions of this policy.

**Application:**

This policy applies to all Departments and Divisions of West Valley Water District (the District).

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

**Definitions:**

**Impairment** – Asset impairment is a significant, unexpected decline in the service utility of a fixed (capital) asset, where the events or changes in circumstances that lead to the decline in service utility (or value) are not considered normal and ordinary. The decline in service utility must appear to be permanent.

**Donation** - the transfer of ownership of property for no consideration or for a value less than the reasonable fair market value of the property.

**Capital assets**- major assets that have an initial useful life that extend beyond a single fiscal period. Capital assets may be either intangible (e.g., easements, water rights, software) or tangible (e.g., land, construction in progress, buildings, building improvements, improvements other than buildings, machinery and equipment and infrastructure).

The criterion for determining a capital asset will generally be based on estimated useful life and a “capitalization threshold”. The capitalization threshold is the monetary value established for classifying a capital asset.

**Donated Inventories**- Donated assets, donated works of art and similar items, and capital assets received in a service concession arrangement should be reported at their estimated fair value at the date of donation.

**Responsibility:**

1. In regard to capital assets, the CFO or Designee, is responsible for the following:
  - The implementation and administration of this policy.

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

- Accounting and reporting of capital assets.
- Tracking capital assets depreciation and preparing a capital asset roll-forward schedule for inclusion in the financial statements if needed.
- Perform a review of purchase records, sales proceeds, grant agreements, internal engineering consulting charges, communications with staff, listings compiled by staff, appraisal or engineering records, and perform methods deemed necessary for the completeness and accuracy of fixed asset data.
- Make appropriate and fair calculations, estimates, and representations with respect to fixed assets while relying upon information from District staff, purchase documentation, Board meetings, minutes, etc....
- Gather sufficient information from District staff regarding the sale and disposal of assets to ensure appropriate chain of custody of District assets, fairness of the sale to the District, proper accountability for sale proceeds, and adherence to any legal or regulatory restrictions placed on those assets.
- Assigning an asset number to each individual asset that is being tracked within the asset tracking system.
- Tagging fixed assets when practical
- Performing annual asset inventory and condition assessment
- Gathering enough information to estimate the future replacement date of each asset.
- Confirming with Department Heads or designees, an agreed-upon savings plan for future replacement of capital assets to be entered into the budget.
- Reviewing this policy and making recommendations for change, as needed.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

- Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
- Must actively participate in and support the implementation of the internal controls contained in this policy and all other policies, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
- Additional responsibilities are stated in the remaining sections within this policy.

### 2. Department Heads or their Designees are responsible for:

- The purchase, maintenance, condition assessment and replacement of capital assets that have been assigned to them by the General Manager or Designee in order for the District to continue to have efficient and effective business operations.
- Keeping asset location and maintenance records regarding the Capital assets assigned to them and Safeguarding capital assets and other inventories.
- Informing the CFO or designee, if assets have been purchased with grant funds or any other funds with legal or regulatory restrictions attached to them
- Assisting the CFO or designee with the capital budgeting process
- To provide honest, fair, and accurate information to the CFO or designee for their appropriate and fair calculations, estimates, and representations to be made regarding Capital Assets, including ancillary costs of those assets.
- Every year, a complete inventory of capital assets will be distributed to every department by the Finance Division. At that time, all items on the inventory must

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

be physically verified by the department head or designee and corrections or changes made on the inventory sheets.

- Tracking other equipment that does not meet the capitalization threshold which shall be inventoried for information purposes only. Such other inventories could include but are not limited to personal computers, printers, water meters, etc.
- Assisting the CFO or designee with tagging of assets
- The departments must report any asset impairments or changes in asset condition to the Finance Division.
- Ensuring that property is acquired, maintained, used, and disposed of in the District's best interests by employees of the departments.
- To maintain records of the receipt of the assets by departmental staff, to examine the assets to make sure that no damage was incurred in transit and to make sure that the asset was received in working order.
- Shall cooperate with department personnel, if needed, in arranging for necessary preventive maintenance and any needed repairs to keep the asset in working condition. Whenever the asset changes rooms, is transferred to another department, or is disposed of, department head or designee must ensure this information is processed per the disposal/transfer guidelines.
- Must ensure that departmental capital assets are kept up to date in the Inventory Records and notify the Finance Division of any corrections which need to be made.
- At the end of the fiscal year, the Finance Department will provide two copies of the capital assets list to the department head or designee, including those that were purchased, transferred, or disposed of during the fiscal year. This listing will include all the property for which the department is responsible. It is required that an

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

inventory of the listed property be conducted, discrepancies be resolved, and the listing be signed by the Department Head or designee verifying the property on hand. The listing shall be signed and approved by the Department Head and then returned to the Finance Division within ten (10) working days.

- Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
- Must actively participate in and support the implementation of the internal controls contained in this policy and all other policies, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
- Additional responsibilities are stated in the remaining sections within this policy.


### Violation of Policy

The use of District (surplus) property for personal use or gain is a violation of this policy and violators of this policy will be subject to disciplinary action up to and including termination. The removal of District (surplus) property for the purpose of taking personal possession or ownership is strictly prohibited.

### Capitalization Threshold:

Capitalization thresholds for capitalizing assets is as follows: All acquisitions of assets whose value is \$5,000 or more (except Land which is \$1) and a useful life of three or more years shall be capitalized. Assets with a unit cost below this level will be expensed. Acquisitions not meeting these criteria shall be expensed in their entirety in the fiscal year in which they are incurred. Similar Items of individual expense of less than \$5,000 each

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

will not be accumulated in the aggregate and capitalized. See Exhibit A for Capital asset Schedule.

### General Valuation Basis

Capital assets should be accounted for at historical cost, or if cost is not practically determinable, an estimated cost at the time of acquisition should be used. The cost of the capital asset should include all ancillary charges necessary to place the asset into its intended location and condition for use.

Ancillary charges depend on the nature of the asset acquired or constructed. They include costs that are directly attributable to asset acquisition, such as:

- Freight
- Other Transportation charges
- Site preparation expenditures
- Professional fees
  - I.e.: Architectural and legal fees
- Legal claims directly attributable to the asset acquisition or construction
  - I.e.: liability claims resulting from workers or others being injured during the construction of an asset
  - I.e.: damage done to the property of others as a direct result of the construction activities
- Title fees
- Closing costs

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

- Appraisal and negotiation fees
- Surveying fees
- Damage Payments
- Land preparation costs
- Demolition costs
- Insurance premiums during the construction phase

**SECTION 2: CAPITAL ASSET CATEGORIES AND CAPITALIZATION**

**A. LAND**

Definition: Land includes the investment in or ownership in real estate other than (1) buildings and improvements and (2) land acquired for street and road purposes. Land is the surface or crust of the earth, which can be used to support structures, and may be used to grow crops, grass, shrubs, and trees. It is recorded at historical cost and remains at historical cost until disposed (sold).

Capitalization: Land has an unlimited life; it should be capitalized but not depreciated. All land shall be capitalized without regard for significance of cost. The cost of land includes all expenditures in connection with its acquisition, such as:

- Purchase Price
- Appraisal and negotiation fee
- Title search fees
- Surveying fees
- Cost of consents



## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

- Relocation costs
- Condemnation costs
- Clearing land for use
- Demolishing or removing structures
- Accrued and unpaid taxes at date of purchase
- Filing costs
- Right-of-way

Receipts from the sale of salvage should be credited against the land costs.

### B. CONSTRUCTION IN PROGRESS

Definition: Construction in progress (CIP) reflects the construction activity status of capital projects such as buildings, improvements and infrastructure additions, alterations, reconstruction, and installation that is substantially incomplete.

Capitalization: Because many capital projects take more than one year to complete, costs of incomplete projects are recorded to "Construction in Progress" until complete. The Finance Division should contact all other District Divisions on a yearly basis to find out when capital projects had been completed and which are still pending to coordinate procedures to capitalize CIP to a completed asset class and begin depreciation. At completion, Finance Division staff will move projects from the CIP asset category into the appropriate asset category, and then start the depreciation process when the asset starts being used.

### C. BUILDINGS AND BUILDING IMPROVEMENTS

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

Definition: A Building is a structure that is permanently attached to the land, has a roof, is partially/completely enclosed by walls, and is not intended to be transportable. Buildings are recorded at either acquisition cost or construction cost.

Building improvements are additions made to, or changes made in buildings, other than maintenance, to prolong life or to increase efficiency or capacity.

Capitalization: All buildings shall be capitalized without regard for significance of cost. Building improvements with a value that exceeds \$5,000 shall be capitalized. The cost of buildings and building improvements includes all expenditures in connection with their acquisition, such as:

- Purchase price or construction cost
- Grading of land
- Fixtures attached to the structure
- Architect and accounting fees
- Accident or injury costs
- Payment of damages
- Insurance during construction
- Cost of permits and licenses
- Cost of temporary buildings used during construction

The cost should be reduced for:

- Sale of salvage from materials charged against the construction
- Discounts, allowances, and rebates

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

**Remodels** of office space are generally not capitalized because they represent a reconfiguration of an existing asset and do not result in extending the useful life or significantly increasing the value or utility of the building or structure.

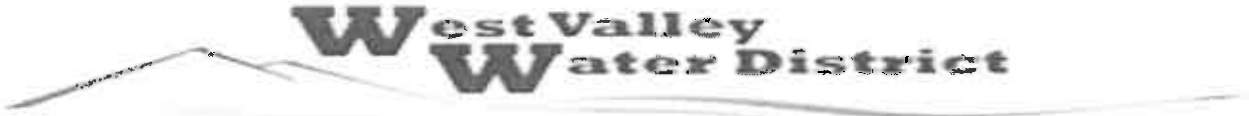
**Fixtures** are permanent attachments to structures that are not intended to be removed and which function as part of the structure, such as heating and lighting fixtures or plumbing. Fixtures are capitalized as part of the structure during construction. If fixtures are added after the original construction, they must meet the \$5,000 capitalization threshold before being designated as a capital asset.

**Individual components of a system** (such as cameras permanently attached to a structure as part of a security system meeting the capitalization threshold) that are necessary to get the system to a functional level, are capitalized as part of the overall system even if the individual component does not meet the capitalization threshold.

**Treatment of costs subsequent to acquisition** generally falls into three categories: maintenance, betterments, and alterations:

- **Maintenance costs** are defined as expenditures that neither materially add to the value of property nor appreciably prolong its life, but primarily serve to retain value. They do not add substantially to the property's utility or capacity, but merely keep it in ordinary efficient operating condition for its existing purpose. Maintenance costs are not capitalized, even when they exceed capitalization thresholds.
- **Betterments** are expenditures that materially add to the value of the property or appreciably extend its life. Betterments are characterized by providing increased utility or capacity to the property. Betterments of \$5,000 or greater should be capitalized.
- **Alterations** are changes in the physical structure or arrangement of capital assets but do not result in extending the asset life or increased value. Many times, the

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

cost of an alteration would not reach the capitalization threshold. Remodels and reconfigurations generally fall in this category. Alterations are not capitalized.

The decision as to whether an expenditure should be capitalized should begin with an evaluation of engineering, physical change, or other relevant factors apart from cost.

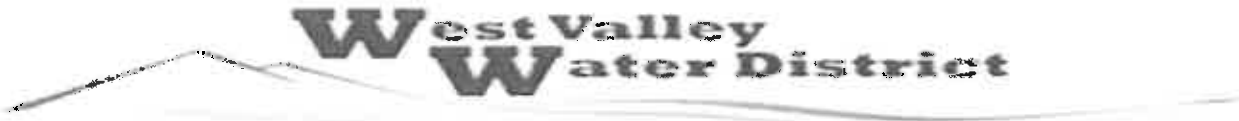
For projects having elements of both maintenance and betterment, the relative cost of each should be determined and the entire project treated according to the predominant component. Separate treatment may be required, at the discretion of the Finance Division, for projects having individually significant maintenance and betterment components.

### D. IMPROVEMENTS OTHER THAN BUILDINGS

Definition: Improvements other than buildings are made to structures or land and are considered a betterment if the improvement is at the capitalization threshold or the expenditure increases the life or value of the asset by twenty-five percent (25%) of the original cost or life period. These include:

- Irrigation Systems
- Pedestrian Improvements
- Parking Lot Improvements
- Park Improvements
- Creek Improvements
- Access Ramps
- Sewer Lift Station Rehab
- Drainage Improvements

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

Capitalization: Improvements other than Buildings with a value that exceeds \$5,000 shall be capitalized. The cost of Improvements other than Buildings includes all expenditures in connection with their acquisition and construction and follow the same capitalization rules as indicated for “Buildings and Building Improvements.”

### E. MACHINERY & EQUIPMENT

Definition: Machinery and Equipment includes moveable personal property of a relatively permanent nature and of significant value such as machines, tools, vehicles, and the tangible asset cost of computer software, the benefits of which extend beyond five years from date of acquisition and rendered into service.


Capitalization: Machinery and Equipment purchased with a value of \$5,000 or more per unit is capitalized. Improvements or additions to existing machinery and equipment that constitute a capital outlay or increases the value or life of the asset by twenty-five percent (25%) of the original cost or life should be capitalized as a betterment and recorded as an addition of value to the existing asset. The cost includes:

- Purchase price or construction cost less discounts
- Freight or other handling and shipping charges
- Sale, use or transportation taxes
- Installation costs

Other areas for consideration when capitalizing equipment include the following:

**Computer software** acquired or developed for internal use should be capitalized. Not all costs associated with the acquisition qualify for capitalization. Costs associated with the

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

preliminary project stage of the acquisition of internal-use software should be expensed as incurred. Likewise, training costs and data conversion costs normally should be expensed as incurred.

Capitalizable costs include external direct costs of material and services consumed in developing or obtaining internal-use software. Such costs include those associated with the design of a chosen path, coding, installation to hardware, and testing. Upgrades and enhancements should be capitalized only to the extent that they increase the functionality of the product.

Capitalization should occur only after the preliminary project stage is complete. The capitalization of costs related to internal-use software should cease once testing is completed.

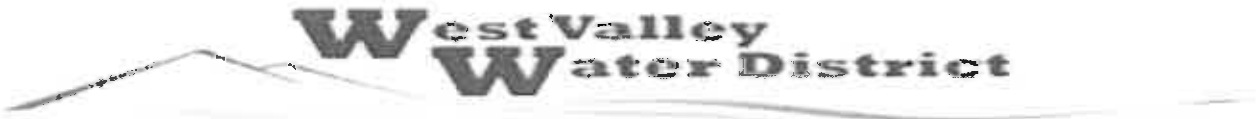
**Furniture** for department remodels or replacements will be considered equipment and capitalized by unit if the unit cost is \$5,000 or greater.

**Individual components of an equipment system**(such as hardware necessary to permanently attach equipment to a new maintenance vehicle meeting the capitalization threshold) that are necessary for the equipment to perform its intended function, are capitalized as part of the overall system even if the individual component does not meet the \$5,000 capitalization threshold. (i.e.: equipment affixed to patrol vehicles).

### F. INFRASTRUCTURE

Definition: Infrastructure assets are long-lived capital assets that normally are stationary in nature and can be preserved for a significantly greater number of years than most capital assets. Common examples of infrastructure “systems” and “subsystems” would include roads, bridges, streets, dams, water and sewer systems, and drainage and

ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

lighting systems. Items not an integral part of the infrastructure are considered equipment and treated in a manner described in the equipment classification.

An infrastructure “system” is a network of integrated assets that comprise all assets that provide a particular type of service such as roads. An infrastructure “subsystem” is a network of integrated assets that make up a similar portion or segment of a “system” of assets.

Capitalization: Infrastructure with a value of \$5,000 or greater will be capitalized. The cost of infrastructure includes all expenditures in connection with the infrastructure acquisition, such as:

- Purchase price or construction cost
- Grading of land
- Fixtures attached to the structure
- Architect and accounting fees
- Accident or injury costs
- Payment of damages
- Insurance during construction
- Cost of permits and licenses

The cost should be reduced for:

- Sale of salvage from materials charged against the construction
- Discounts, allowances, and rebates

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

### Modified Approach vs. Depreciation

The modified approach is an alternative to reporting depreciation for infrastructure assets that meet the following criteria:

- The assets are managed using a qualifying asset management system.
- It is documented that the assets are being preserved at or above the condition level established by the District.

The District is not currently using the modified approach.

## G. OTHER CAPITAL ASSETS


**Definition:** Works of Art and Historical Treasures are defined as collections or significant individual items that are owned by the District and are not held for financial gain, but rather for public exhibition, education or research as part of a public service.

**Capitalization:** The capitalization threshold of works of art and historical treasures is \$5,000 for an individual item, whether donated or purchased.

Some collections or items are considered exhaustible (diminished by display, educational or research applications) and should be depreciated over their estimated useful life. Collections or items which are non-exhaustible are items whose economic benefit or service is used up so slowly that the estimated useful lives are extraordinarily long. Because of their cultural, aesthetic, or historical value, holders protect and preserve these assets more than similar assets without such value. Depreciation is not required for collections which are non-exhaustible.



## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

### **SECTION 3: ASSET CLASSIFICATION/ ACCOUNTING SYSTEM**

Assets acquired or constructed by the District shall be classified by major classification and sub-class.

All capital assets shall be accounted for through the District's finance software or acceptable alternative to be decided upon by the CFO or designee. This system shall identify each asset with a Capital Asset number, Asset description, original cost, acquisition date, useful life, depreciation, acquiring department, department, location and other related information. The individual assets in the system shall represent the supporting record for the total asset amounts reported in the District's financial statements. The accuracy of this system is not only important for financial reporting, but it also provides information for insurance purposes and records responsibility for maintenance and usage of the asset by department.

### **SECTION 4: DEPRECIATION METHODOLOGY**

Capital assets shall be depreciated over their estimated useful lives. The straight-line depreciation method (historical cost less salvage value, divided by useful life) will be applied to all District assets (except land, works of art and historical treasures, and construction in progress). See exhibit A for list of Asset Categories and their useful life.

Assets that are fully depreciating or amortized shall remain in the capital assets schedule until disposed of by the District. Upon retirement or other disposition of capital assets, the cost and related accumulated depreciation shall be removed from the respective balances and any gains or losses shall be recognized. See section 9 for Information of Disposition of Assets.

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

**SECTION 5: TAGGING OF ASSETS**

The Finance Division, with assistance from the other District Divisions, shall be responsible for tagging Capital Assets. All capital assets that are purchased will be tagged and labeled with the name of the grant used for the purchase, if applicable.

Land, Land Improvements and Buildings will use the legal address for identification in the District records. Vehicles will use their VIN for identification purposes. Equipment (where applicable) will use the serial number for identification.

Assets shall be tagged in order to:

- To provide accountability for the assets, ensuring the asset assigned to a department is controlled and accounted for by a specific department/person
- To support inventory control
- To provide auditors with a mechanism to verify the District’s control of capital assets and to provide an accurate account of the District’s capital expenditures

The following criteria should be used to determine if an asset should be tagged:

- Yes, if cost of asset is greater than \$5,000 and useful life is greater than 3 years
- Yes, if it is physically possible/practical to tag and meets the dollar and life guidelines
- Yes, if it is an asset that is handled frequently, has a high cost, and/or is likely to be stolen
- Yes, if the asset needs to be controlled due to high incidence of theft/misplacement/ borrowing • Generally no, if the asset cost is less than

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

\$5,000 and will be used up in less than 3 years.

Donated Assets or any other asset acquired in any way other than through normal purchasing also shall be recorded and tagged. This also holds true for assets purchased with grant monies. The operating department that becomes the beneficiary of any such asset shall notify the Finance Division.

**SECTION 6: IMPAIRMENT OF CAPITAL ASSETS**

Capital assets shall be considered impaired when events or changes in circumstances indicate that service utility has declined significantly or unexpectedly as defined by Generally Accepted Accounting Principles (GAAP). Such events or changes in circumstances may include flood, fire, earthquake, technological obsolescence, or changes in environmental standards. The Finance Division shall consult with District Departments (as deemed necessary) on an annual basis to determine any impairment of assets.

**INDICATORS OF IMPAIRMENT:**

1. Evidence of physical damage, such as for a building damaged by fire or flood, when the level of damage is such that restoration efforts are needed to restore service utility
2. Enactment or approval of laws or regulations or other changes in environmental factors, such as new water quality standards that a water treatment plant does not meet (and cannot be modified to meet)
3. Technological development or evidence of obsolescence, such as that related to a major piece of diagnostic or research equipment (for example, a magnetic

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

resonance imaging machine or a scanning electron microscope) that is rarely used because newer equipment provides better service

4. A change in the manner or expected duration of use of a capital asset, such as closure of a school prior to the end of its useful life
5. Construction stoppage, such as stoppage of construction of a building due to lack of funding.
6. The decline in service utility must be significant and unexpected.

### EXAMPLES OF IMPAIRMENT

1. Physical Damage
  - a. I.e.: Office building with mold contamination or structural damage
2. Change in Legal or Environmental Factors
  - a. I.e.: A Federal agency adopts a regulation that requires all underground storage tanks to be rustproof, double-walled tanks with spill-protection devices, and the regulation will take effect in 5 years. The existing tanks do not meet these standards so after 5 years, the tanks will be unusable, and thus impaired in the current year.
3. Technological development or Evidence of Obsolescence
  - a. I.e.: Obtaining computers with faster processing systems, where the existing computers still function properly, but are used a lot less because users prefer faster computers. Thus, the existing slower computers will be impaired in value.
4. Change in Manner of Use

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

- a. Ice: Water main closures that appear to be permanent.

If the tracking and maintenance of computers is not already assigned or outsourced to a third-party vendor, then the IT Director or designee shall be responsible for tracking the inventory condition, repair, and maintenance of any technology inventory item.

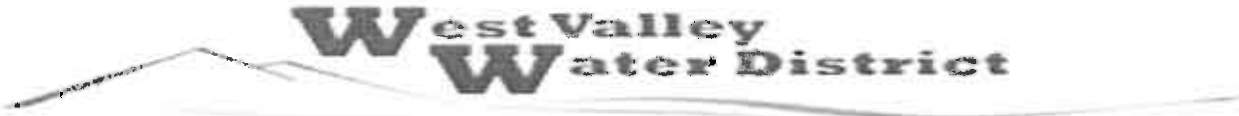
The CFO or designee shall conduct annual inventory check of assets and make notes of any impairments that would create an obstacle for future usage. This procedure should include checking for existence and condition of the asset.

The CFO or designee must also determine if the cost to repair a capital asset is more or less than the cost of its replacement. If cost to repair is more than the cost to replace, then CFO must provide sufficient explanation as to why replacement of the item is not suitable. This documentation should be approved by CFO or the treasurer. See Exhibit B for Fixed Asset Impairment Form.

**SECTION 7: PHYSICAL INVENTORY**

District wide physical inventory will be completed not less than annually by the CFO or designee. An Inventory list of all equipment assets shall be distributed to each department to verify the assets they have purchased or have received in transfer to their department. The results of the inventory shall be compared to the Capital asset System and any differences shall be reconciled by the appropriate departmental personnel and the Finance Department. Assets not identified, i.e., lost, missing, or stolen, will require a separate written explanation from the Department responsible for the asset. In addition, Finance will periodically audit, or verify, the inventory of assets.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

### **SECTION 8: TRANSFER OF ASSETS TO ANOTHER DEPT. OR LOCATION**

Assets are often transferred to another department or location as needed for efficient operations. Property shall not be transferred, turned-in or disposed of without prior approval of the Department Head or designee. The departments shall be responsible to initiate transfer/disposition processing. The form "Capital Asset Transfer Form" (see Exhibit C) shall be completed for each asset that is removed from one department or location to another. This should be done between the departments doing the transfer and submitted to the CFO or designee for approval.

The transferee Department Head must acknowledge receipt of any capital asset transferred to his/her department. The actual transfer/removal or destruction of property should be witnessed by two District employees from other departments, particularly from Finance. The locations codes will then be updated in the Capital asset database by finance staff. Assets are transferred at value.

### **SECTION 9: DISPOSITION OF ASSETS**

The CFO or designee is responsible for designing and implementing the internal controls surrounding the disposition of District surplus Capital Assets. Each department shall submit a request to the GM or designee when the department seeks to have any District property under its jurisdiction declared to be surplus. Requests shall then be reviewed by the CFO or designee prior to disposition.

At this time, the GM or Designee shall evaluate the surplus property for possible use in another area and will inform other departments of the availability of the property or determine that there is no use for the property.

Once the asset has been deemed as surplus, the department head or designee shall determine which of the following methods of disposition to use; careful to avoid any

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

conflict of interest. Costs of disposal will be considered in determining the best method of disposal of surplus property. The department head, or designee shall notify the Finance Division if any surplus property was purchased through grant funds, and whether such items can be sold or otherwise disposed of under the provisions of the grant. A written record of the disposal of all surplus property will be maintained by the Finance Department for seven (7) years.

The priority for disposition shall be in the order listed next:

1. **Trade In:** Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property. All trade-in offers will be submitted for the review and approval of Purchasing Agent or Designee. If surplus property is to be applied to a purchase order, the trade-in value shall be itemized on the P.O. The amount charged against the expenditure account will be the value of the purchase before application of the trade-in credit.
2. **Return to Manufacturer:** Surplus property may, when possible, be returned to the manufacturer for buy-back or credit toward the purchase of new property. Departments shall forward all documentation to the CFO or designee.
3. **Donation:** The District may donate usable items with a minimal fair market value (such as outdated computer equipment and furniture) to a registered charitable organization or community organization, for use within the District's service area. A letter from the organization, acknowledging receipt of the asset(s), is required, and a copy shall be kept by the CFO or designee as well as by the department head.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

4. **Sale:** The District may offer surplus property for sale whenever possible and advantageous to the District. All surplus property that is for sale shall be sold “as is” and “where is”, with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability of the property offered for sale.

- Government Code Section 1090 states “Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”
- A receipt or other proof of disposal, from the outright sale, the contracted auctioneer, licensed scrap dealer, individual buyer, etc. is required to be obtained by the seller, in this case the Department Head, or designee, and is to be forwarded to the Finance Division. When in the opinion of the CFO or designee a better return may be received through direct contact with manufacturers, resellers, or users of specialty item(s), then that method of sale will be utilized.

Appropriate methods of sale are as follows:

- Public Auction – Surplus property may be sold at public auction. The District may contract with a professional auctioneer.
- Sealed Bids – Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.
- Selling for Scrap – Surplus property may be sold as scrap if it is deemed that the value of the raw material exceeds the value of the property as a whole.
- Negotiated Sale – Surplus property may be sold outright if it is determined



## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

that only one known buyer is available or interested in acquiring the property. Advertisement of the sale must be published in a newspaper for at least two weeks prior to the negotiated sale to ensure no other interested buyers are available.

Land and Buildings will be sold to the highest bidder in a competitive environment after the proposed sale is advertised in a newspaper of general circulation.

Furniture and Fixtures, Machinery and Equipment, and Vehicles will be sold to the highest bidder at public auction. Trade in values will be considered, and encouraged, when in the best interest of the District as determined by the Department.

Computer Equipment (including copiers and fax machines) is to be sold to the highest bidder at public auction. Trade in values will be considered, and encouraged, when in the best interest of the District as determined by the IT Department.

*Note: Any capitalized or not capitalized asset will be returned to the Information Technology (IT) Department for disposition. Assets will be evaluated by the IT Department for their likeliness of sale and either placed in the auction or destroyed.*

The District's intention is to award and transfer surplus property to the highest bidder. If a mistake is made, an attempt to correct it will also be made; however, the District offers no guarantees and accepts no liabilities for completion of sale(s) other than to return any applicable funds received.

5. **Disposal:** When the cost of locating a buyer exceeds the estimated sale price of surplus property, the property may be recycled, destroyed, or disposed of as junk.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>CAPITAL ASSETS POLICY</b>	EFFECTIVE DATE

Upon the disposal of a capital asset, the department for the asset should substantiate this action with a Capital asset Disposal Form (See exhibit D) approved by the department director. The form should be submitted to the Finance Division within a reasonable amount of time after asset disposal. Additionally, any asset that is destroyed, lost, or stolen requires the completion of the form, along with a statement explaining how the item was destroyed, lost, or stolen.

### **SECTION 10: TEMPORARY STORAGE OF SURPLUS PROPERTY**

The District has limited storage capacity for surplus property. Because of the limited nature of the space, it may be necessary for departments to retain surplus property until the auction or bid sale date. Arrangements for storage, security, and accountability of the assets while in storage will remain the responsibility of the Department disposing of the assets. For all items moved to temporary storage, the departments are responsible for completing the Capital asset Disposition Form(s) and forwarding the form(s) to the Finance Division.

### **SECTION 11: PROCEEDS**

The buyer shall pay the District by certified check, money order, or in a manner agreeable to the Chief Financial Officer, to the assets being handed over. The GM, CFO, or Designee shall be authorized to sign bills of sale and any other documents evidencing the transfer of title, by and on behalf of the District.

Salvage values received for assets sold will be receipted into the District's Operating Fund. Sale proceeds less direct costs from any sale shall be returned to the Operating Fund.

Exhibit A			
WEST VALLEY WATER DISTRICT CAPITAL ASSET SCHEDULE			
Major Asset Class Name	Asset Sub-class Name	Description	Useful Life
Land	Land	Real property, title insurance, appraisal fees, environmental studies	N/A
Rights	Water Participation Right	Rights to purchase water from SBVMWD (Muni)	Per Agreement
Rights	Water Rights	Park Water Company (1965), Bloomington Systems Southern California Water (1970), etc.	Per Agreements
Rights	Other Land Rights	Easements	N/A
Construction in Progress	Construction in Progress		N/A
Infrastructure	Wells	Original drilling, re-drilling, casings, sanitary seals, engineering	20
Infrastructure	Well Installation	Paving	10
Infrastructure	Reservoirs	Permanent tank or reservoir, pump house, earth embankment structures	40
Infrastructure	Irrigation Mains	Gravity concrete pipes, vitrified clay, welded steel pipes	60
Infrastructure	Domestic Mains	Serving homes, schools, and commercial developments	60
Infrastructure	Fire Services	Single, double, long, short fire services	30
Infrastructure	Hydrants	Fire hydrants	40
Infrastructure	Miscellaneous Installations	Division: boxes, PRV valves	15
Structures & Improvements (Buildings)	Structures & Improvements	Buildings, building expansions, paving, ventilation, carpeting, roofing, fencing	20
Improvements other than Buildings	Improvements other than Buildings	Irrigation systems, Drainage Improvements, Landscaping, other Improvements.	N/A
Machinery & Equipment	Well Pumps/Motors	Pumps, motors, assembly bowls, wiring	10
Machinery & Equipment	Well Installation	Electrical Panels, fencing	10
Machinery & Equipment	Pumping Equipment	Booster station pumps, motors, auto controls	20
Machinery & Equipment	Water Treatment Plant	Chlorinators, alarms, standby generators	10
Machinery & Equipment	Meters	Meters, detector check valves	25
Machinery & Equipment	Office Furniture/Equipment	Telephone system, servers, system hardware, system software, LAN connections, scanners, printers, other large peripherals, safes, cubicles, file cabinets	10
Machinery & Equipment	Tools and Equipment	Loader, backhoe, generator, portable pump, air compressor	10
Machinery & Equipment	Vehicles	Cars, pickup trucks, dump truck, flat bed	5
Machinery & Equipment	Communication Equipment	SCADA system, alarms, relays, radio station or equipment	10

## Exhibit B

THIS SECTION IS INTENDED TO BE BLANK. SEE PAGE 28 FOR EXHIBIT B:

WEST VALLEY WATER DISTRICT  
FINANCE DEPARTMENT  
IMPAIRMENT OF FIXED (CAPITAL) ASSETS FORM – PART I

**COMPLETE AND RETURN TO  
FINANCE DEPARTMENT**

I. WHAT ARE FIXED (CAPITAL) ASSETS?

Capital Assets are the long-lived assets that require significant investments of resources. They include the assets often referred to as infrastructure assets (roads, bridges, parks, etc.) as well as land, buildings, computer hardware and software, machinery, vehicles, and equipment.

II. WHAT DOES FIXED ASSET IMPAIRMENT MEAN?

Asset impairment is a significant, unexpected decline in the service utility of a fixed (capital) asset, where the events or changes in circumstances that lead to the decline in service utility (or value) are not considered normal and ordinary. The decline in service utility must appear to be **permanent**.

III. INDICATORS OF IMPAIRMENT (TEST)

7. Evidence of physical damage, such as for a building damaged by fire or flood, when the level of damage is such that restoration efforts are needed to restore service utility
8. Enactment or approval of laws or regulations or other changes in environmental factors, such as new water quality standards that a water treatment plant does not meet (and cannot be modified to meet)
9. Technological development or evidence of obsolescence, such as that related to a major piece of diagnostic or research equipment (for example, a magnetic resonance imaging machine or a scanning electron microscope) that is rarely used because newer equipment provides better service
10. A change in the manner or expected duration of use of a capital asset, such as closure of a school prior to the end of its useful life
11. Construction stoppage, such as stoppage of construction of a building due to lack of funding.
12. The decline in service utility must be significant and unexpected.

IV. EXAMPLES OF IMPAIRMENT

- 5. Physical Damage
  - a. I.e.: Office building with mold contamination or structural damage
- 6. Change in Legal or Environmental Factors
  - a. I.e.: A Federal agency adopts a regulation that requires all underground storage tanks to be rustproof, double-walled tanks with spill-protection devices, and the regulation will take effect in 5 years. The existing tanks do not meet these standards so after 5 years, the tanks will be unusable, and thus impaired in the current year.
- 7. Technological development or Evidence of Obsolescence
  - a. I.e.: Obtaining computers with faster processing systems, where the existing computers still function properly, but are used a lot less because users prefer faster computers. Thus, the existing slower computers will be impaired in value.
- 8. Change in Manner of Use
  - a. I.e.: Street closures that appear to be permanent.

V. ANSWER YES OR NO (circle one)?

- 1. Are you aware of any fixed assets that fit the definition or indicators of impairment?      Y      N
- 2. Has there been any decision to sell a fixed asset?      Y      N
- 3. Has there been a decision not to use a fixed asset any longer?      Y      N
- 4. If an asset has been impaired, has the District received (or will it receive) any insurance recovery?      Y      N

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Other Appropriate Contact Person: \_\_\_\_\_

**If you answered "Y" to any of the above questions, please see Part II.**

PART II: BELOW ARE IMAGES OF PART II FORMS FOR EACH STAFF MEMBER REQUIRED TO FILL OUT.

USE ELECTRIC FILE TEMPLATE TO FILL THIS PORTION OUT.

WEST VALLEY WATER DISTRICT  
FINANCE DEPARTMENT  
IMPAIRMENT OF FIXED (CAPITAL) ASSETS FORM  
PART II

COMPLETED BY FIELD AND RETURN TO FINANCE DEPARTMENT

Please provide the following information:

Item #	Asset Description	Asset Category	Asset Location	Asset Tag # and/or ID #	Associated Program #	Percentage decline in Utility	Cause of Impairment	When did the loss take place?	Is there any Evidence that the loss is Temporary?	Is the asset still being used?
1										
2										
3										
4										

NAME:  
DEPARTMENT:  
DATE:  
PHONE #:  
OTHER APPROPRIATE CONTACT PERSON:

WEST VALLEY WATER DISTRICT  
FINANCE DEPARTMENT  
IMPAIRMENT OF FIXED (CAPITAL) ASSETS FORM  
PART II

COMPLETE BY DEPARTMENT HEAD AND RETURN TO FINANCE DEPARTMENT

Please provide the following information:

Item #	Asset Description	Asset Category	Asset Location	Asset Tag # and/or ID #	Associated Program #	Percentage decline in Utility	Cause of Impairment	When did the loss take place?	Estimated dollar amount of loss	What percent of the asset's initial cost does the loss represent?
1										
2										
3										
4										

NAME:  
DEPARTMENT:  
DATE:  
PHONE #:  
OTHER APPROPRIATE CONTACT PERSON:

WEST VALLEY WATER DISTRICT  
FINANCE DEPARTMENT  
IMPAIRMENT OF FIXED (CAPITAL) ASSETS FORM  
PART II

COMPLETE BY RISK MANAGER AND RETURN TO FINANCE DEPARTMENT

Please provide the following information:

Item #	Asset Description	Asset Category	Asset Location	Asset Tag # and/or ID #	Associated Program #	Percentage decline in Utility	Cause of Impairment	When did the loss take place?	Estimated dollar amount of loss	Dollar amount of insurance recovery	When was the insurance recovery obtained?	If insurance recovery not yet obtained, when will it be obtained?
1												
2												
3												
4												

NAME:  
DEPARTMENT:  
DATE:  
PHONE #:  
OTHER APPROPRIATE CONTACT PERSON:

Exhibit C

THIS SECTION IS INTENDED TO BE BLANK. SEE PAGE 33 FOR EXHIBIT C:



WEST VALLEY WATER DISTRICT  
CAPITAL ASSET TRANSFER FORM

DATE \_\_\_\_\_

ASSET TYPE:

ASSET #. \_\_\_\_\_

- \_\_\_\_\_ Land
- \_\_\_\_\_ Building
- \_\_\_\_\_ Equipment
- \_\_\_\_\_ Improvements
- \_\_\_\_\_ Water System
- \_\_\_\_\_ Infrastructure
- \_\_\_\_\_ Vehicle

DEPARTMENT \_\_\_\_\_

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

SERIAL # \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ASSET COST \_\_\_\_\_

Transferor Location Name: \_\_\_\_\_

\*If known

BOOK VALUE \_\_\_\_\_

\*If known

SALVAGE VALUE \_\_\_\_\_

Transferee Location Name: \_\_\_\_\_

\*If known

DEPRECIATION \_\_\_\_\_

\*If known

*Effective on the date of transfer all maintenance and repair and fuel charges will be expensed to the receiving dept.*

REASON FOR TRANSFER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED TRANSFERING DEPT.:

\_\_\_\_\_  
DIRECTOR SIGNATURE

AUTHORIZED RECEIVING DEPT.:

\_\_\_\_\_  
DIRECTOR SIGNATURE

ENTERED DATE \_\_\_\_\_

INITIALS \_\_\_\_\_

Exhibit D

THIS PAGE IS INTENDED TO BE BLANK. SEE PAGE 35 FOR EXHIBIT D:

WEST VALLEY WATER DISTRICT  
CAPITAL ASSET DISPOSAL FORM

DATE \_\_\_\_\_

ASSET TYPE: \_\_\_\_\_ ASSET #. \_\_\_\_\_

\_\_\_\_\_ Land DEPARTMENT \_\_\_\_\_

\_\_\_\_\_ Building

\_\_\_\_\_ Equipment MAKE \_\_\_\_\_

\_\_\_\_\_ Improvements

\_\_\_\_\_ Water System MODEL \_\_\_\_\_

SERIAL # \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PURCHASE DATE \_\_\_\_\_ METHOD OF DELETION:

PURCHASE PRICE \_\_\_\_\_

DELETION DATE \_\_\_\_\_

- \_\_\_\_\_ SOLD
- \_\_\_\_\_ SCRAPPED
- \_\_\_\_\_ DISCARDED
- \_\_\_\_\_ STOLEN/LOST
- \_\_\_\_\_ OTHER

IF OTHER, EXPLAIN: \_\_\_\_\_

*Assets out of service or in storage cannot be deleted until one of the above events occurs.*

REASON FOR DISPOSAL \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRICE RECEIVED FOR ASSET IF SOLD OR SCRAPPED: \_\_\_\_\_

DATE OF RECEIPT OF SALES PROCEEDS: \_\_\_\_\_

ACCT./BUDGET UNIT CREDITED FOR SALES PROCEEDS: \_\_\_\_\_

**PLEASE ATTACH COPY OF CHECK OF SALES PROCEEDS**

DIRECTOR SIGNATURE \_\_\_\_\_

ENTERED DATE \_\_\_\_\_

INITIALS \_\_\_\_\_



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** December 17, 2020  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** APPROVE TASK ORDER NO. 2 WITH MICHAEL BAKER  
 INTERNATIONAL FOR CONSTRUCTION MANAGEMENT AND  
 INSPECTION SERVICES FOR SANTA ANA AVENUE TRANSMISSION  
 MAIN PROJECT PHASE I

---

**BACKGROUND:**

The West Valley Water District (“District”) water distribution mains, transmission mains, services and valves serving a portion of the community of Bloomington are located within Santa Ana Avenue were constructed in the 1950’s, 60’s and 70’s and lack the required supplies for domestic and fire flow demands in Pressure Zone 2 and Zone 3. The transmission mains are needed to improve water circulation for water quality. Due to these factors, the District has embarked on a project that includes the construction of two (2) transmission mains along Santa Ana Avenue. These new transmission mains will provide improved fire flow for the residences in the area. The new transmission main will replace the existing 4-inch water main serving this area and will be constructed within the street right of way.

To address this issue, the District initiated a project that includes the installation of new 12-inch diameter ductile iron (DI) water main approximately 1,330 linear feet along Santa Ana Avenue between Linden Avenue and Cedar Avenue, new 20-inch diameter DI water main approximately 1,320 linear feet along Santa Ana Avenue between Cedar and Larch Avenue in Zone 2 and installation of new 12-inch diameter DI water main approximately 40 linear feet along Linden Avenue, new 16-inch diameter DI water main approximately 1,230 linear feet along Santa Ana Avenue between Linden Avenue and Cedar Avenue in Zone 3.

**DISCUSSION:**

A Request for Proposal (“RFP”) attached as Exhibit A was posted on PlanetBids to thirteen (13) pre-approved Consulting firms for Construction Management and Inspection Services (“CMIS”) for Santa Ana Avenue Transmission Main Project Phase I. On November 3, 2020, the District received proposals in response to the RFP from four (4) of the thirteen (13) Consulting firms – TKE Engineering, Inc. (“TKE”), Engineering Resources of Southern California, Inc. (“ERSC”), Michael Baker International (“MBI”), and Albert A. Webb Associates (“Webb”).

The written proposals were reviewed by an evaluation committee comprised by the District Staff and were evaluated based on the criteria as shown in **Table 1**. The Consultant Fees summary is shown in **Table 2**.

**Table 1 – Proposal Evaluation Criteria and Weighting**

Criteria	Weight (%)
1. Past performance and qualifications of the proposed team members on similar projects.	20
2. Familiarity with and capacity to handle all aspects of the work.	15
3. Ability to complete the project within the proposed time frame.	10
4. The proposed project approach, scope, manner, and thoroughness in which it is presented in the proposal.	25
5. Firm's experience, staff availability, and financial responsibility.	15
6. Consultant Fees.	15
Total	100

**Table 2 – Consultant Fees Summary**

Consulting Firm	RFP Services Cost	Additional Services Cost*	Total Cost
ERSC	\$176,720.00	\$3,920.00	\$180,640.00
MBI	\$180,760.00	\$12,100.00	\$192,860.00
TKE	\$81,485.00	\$36,710.00	\$118,195.00**
Webb	\$212,650.00	\$35,670.00	\$248,320.00

\*Note: Additional Services Cost is in addition to the base RFP Services Cost and is considered standard practice for this type of agreement for these projects. This cost includes but is not limited to project coordinator, administration support, reimbursable expenses, and direct cost.

\*\*Note: Incorrect number of working days and incorrect number of hours.

As specified in the RFP, "The District will select the proposal that best meets its needs and no one criterion will be determinative. While cost is a key consideration, the District reserves the right to choose the best proposal, which may not be based on price." Attached as **Exhibit A** is the RFP. The overall weighted final score along with the rank for the CMIS for Santa Ana Avenue Transmission Main Project Phase I of each Consulting firm are shown in **Table 3** below:

**Table 3 – Final Score and Rank**

Consulting Firm	Overall Weighted Score (100 Highest)	Rank
MBI	93	1
ERSC	87	2
Webb	86	3
TKE	73	4

Both MBI and ERSC Consultants proposals offer services that will benefit the District. Both firms also have strong reputations for their quality of work. MBI, however, distinguishes themselves by presenting a more focused approach in their proposed service and best exhibits a full understanding

of the project in accordance with the RFP. As shown in **Table 3**, MBI rated the highest amongst the four (4) Consulting firms with a score of 93 on a 0 to 100 percent scale evaluation criteria. Furthermore, MBI has successfully completed their professional services above satisfaction on past performance in recent projects including Construction Management of R2-3 (W18007) and Bloomington Phase 3A (W17012). Based on technical qualifications, overall evaluation, and costs, District Staff concluded that MBI provided the best value and interest for the District's needs. Attached as **Exhibit B** is the Task Order No. 2 with MBI which includes the submitted Proposal.

**FISCAL IMPACT:**

The cost to perform the CMIS for Santa Ana Avenue Transmission Main Project Phase I as proposed by MBI is \$192,860.00. This item is included in the Fiscal Year 2020/21 Capital Improvement Budget under the W17035 Santa Ana Avenue Transmission Main Project with an available budget of \$429,879.77. Sufficient funds are available in the project budget. A summary of the available funds is as follows:

<b>CIP FY 2020-2021 Project Name</b>	<b>Current Budget</b>	<b>CMIS Cost</b>	<b>Remaining Budget</b>
<b>W17035 Santa Ana Avenue Transmission Main</b>	\$429,879.77	\$192,860.00	\$237,019.77

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve Task Order No. 2 with MBI for the W17035 CMIS for Santa Ana Avenue Transmission Main Project Phase I in a not-to-exceed amount of \$192,860.00 and authorize the General Manager to execute the necessary documents.

BP:pa

**ATTACHMENT(S):**

1. Exhibit A - Request for Proposal
2. Exhibit B - Task Order No. 2 with Michael Baker International

**MEETING HISTORY:**

11/18/20      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A



**REQUEST FOR PROPOSALS (RFP)  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
W17035 SANTA ANA AVENUE TRANSMISSION MAIN PROJECT PHASE 1**

**October 20, 2020**

**INVITATION**

West Valley Water District (“WVWD”) is requesting scope and fee proposals from professional engineering firms (“Consultant”) for the Santa Ana Avenue Transmission Main Project Phase 1 (“Project”), located in the City of Bloomington, California. This request for proposal (“RFP”) seeks a Consultant who can provide construction management and inspection services (“CMIS”), and a statement of qualifications. Consultants who submit proposals for this project must have experience in providing similar services for other water districts, agencies, or cities. The scope of work for the project is included in this RFP.

This RFP is expected to result with a cost Not-to-Exceed the listed amount. The selected Consultant shall perform the tasks specified in the “Scope of Work” section of the RFP. The consultant is encouraged to suggest additional or modifications to the scope that will enhance or clarify the requested services and the suggestions should be incorporated into the proposal.

**PROPOSAL SUBMITTAL**

All proposals must be submitted via **PlanetBids** by **12:00 p.m. on Tuesday, November 3, 2020**. Proposals will not be accepted after the deadline.

**COMMUNICATION WITH DISTRICT DURING RFP PROCESS**

Communications between a Consultant and a member of WVWD’s Board of Directors, or between a Consultant and a non-designated WVWD contact regarding the selection or award of this contract, is prohibited from the time the RFP is advertised until the item is posted on an agenda for the selection of a proponent of award of the contract. During the RFP process, Consultants shall direct all questions to Al Robles, Purchasing Supervisor, **via PlanetBids**. Last day to submit questions is **Monday, October 26, 2020**. If there is any revision to the RFP, an addendum will be issued and made available to all firms receiving RFP documents. Failure of a Consultant or any of its representatives to comply with this paragraph may result in rejection of any proposal submitted.



## **PROJECT BACKGROUND**

Distribution mains, transmission mains, services and valves serving a portion of the community of Bloomington are located within Santa Ana Avenue. The pipelines in this area were constructed in the 1950's, 60's and 70's and lack the required supplies for domestic and fire flow demands in Pressure Zone 2 and Zone 3. The transmission mains are needed to improve water circulation for water quality. Due to these factors, the District has embarked on a project that includes the construction of two (2) transmission mains along Santa Ana Avenue. These new transmission mains will provide improved fire flow for the residences in the area. The new transmission main will replace the existing 4-inch water main serving this area and will be constructed within the street right of way. The construction includes the following:

1. Zone 2 - Installation of new 12-inch diameter ductile iron (DI) water main approximately 1,330 linear feet along Santa Ana Avenue between Linden Avenue and Cedar Avenue, new 20-inch diameter DI water main approximately 1,320 linear feet along Santa Ana Avenue between Cedar and Larch Avenue including tie-in connections, reconnecting service laterals and all necessary appurtenances. Existing water main and laterals to be abandoned. Refer to plans.
2. Zone 3 - Installation of new 12-inch diameter DI water main approximately 40 linear feet along Linden Avenue, new 16-inch diameter DI water main approximately 1,230 linear feet along Santa Ana Avenue between Linden Avenue and Cedar Avenue including tie-in connections, reconnecting service laterals and all necessary appurtenances. Existing water main and laterals to be abandoned. Refer to plans.

See attached **Exhibit A** for general location/extent of the project. A copy of the approved plans is provided in **Exhibit B**.

## **SCOPE OF WORK**

The selected Consultant shall perform CMIS related to the waterline replacement and all necessary appurtenances and assist the District's Engineer in carrying out the responsibilities at the Project site. The Consultant is the District's agent and will act as directed by and under the supervision of the District's Engineer. They will confer with the District's Engineer regarding their actions. Their dealings in matters pertaining to the on-site work shall, in general, be only with the District's Engineer and the Contractor. Their dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. The scope of work includes the following tasks:

- Task 1 – Construction Management Services; and**
- Task 2 – Inspection Services**

A description of the required elements of each work task is described below:

## **Task 1 – Construction Management Services**

Full-time presence of the Consultant is not required on this project; however, the Consultant will be required to provide construction management services to cover all major aspects of the Work which can affect the quality and the long term performance of the project. The duties, responsibilities, and limitations of authority of the Consultant are as follows:

- 1.1 Schedules. Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with WVWD's Project Engineer concerning their acceptability.
- 1.2 Meetings. Schedule and attend a pre-construction meeting at the project site. Arrange a schedule of bi-weekly progress meetings and other meetings as required in consultation with WVWD's Project Engineer and notify those expected to attend in advance. Prepare meeting agendas, attend meetings, and maintain and circulate copies of minutes thereof.
- 1.3 Liaison.
  - 1.3.1 Serve as WVWD's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents.
  - 1.3.2 Assist in obtaining additional details or information, when required at the job site for proper execution of the Work.
  - 1.3.3 Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from WVWD or others, except instructions transmitted through WVWD's Project Engineer or himself.
- 1.4 Shop Drawings.
  - 1.4.1 Review and approve Shop Drawing submittals per the Plans and Specifications.
  - 1.4.2 Advise WVWD's Project Engineer and the Contractor or his superintendent immediately of the commencement of any Work requiring a Shop Drawing submission if the submission has not been approved by WVWD's Project Engineer.
  - 1.4.3 Respond to ten (10) Request for Information (RFIs).
- 1.5 Review of Work, Rejection of Defective Work, Inspections and Tests.
  - 1.5.1 Conduct on-site observations of the Work in progress to assist WVWD's Project 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.
  - 1.5.2 Report to WVWD's Project 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 WVWD's Project Engineer when they believe the Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.

- 1.5.3 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 WVWD's Project Engineer appropriate details relative to the test procedures and start-ups.
- 1.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to WVWD's Project Engineer.
- 1.6 Interpretation of Contract Documents. Transmit to the Contractor with WVWD's Project Engineer's clarifications and interpretations of the Contract Documents.
- 1.7 Modifications. Consider and evaluate the Contractor's suggestions for modifications in Plans or Specifications and report them with recommendations to WVWD's Project Engineer. Perform Change Order Analysis and make recommendations to WVWD's Project Engineer.
- 1.8 Records.
  - 1.8.1 Maintain orderly files for correspondence, reports of job meetings, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, WVWD's Project Engineer clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
  - 1.8.2 Keep an issue log and change order log, data relative to questions of extras or deductions, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to WVWD's Project Engineer.
  - 1.8.3 Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- 1.9 Reports.
  - 1.9.1 Furnish periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions. The reports are to be accompanied with photographic documentation of project progress. Report and photographs can be submitted in digital format. Reports are due no later than two days following the review of the work performed and shall be submitted to WVWD's Project Engineer.
  - 1.9.2 Consult with WVWD's Project Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.

- 1.10 As-builts. Review and verify Contractor's redline as-builts and provide to WVWD's Project Engineer with an original hard and scanned copy.
- 1.11 Payment Requisitions.
- 1.11.1 Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to WVWD's Project Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site, including final retention, substantially complete and recommended filing of Notice of Completion.
- 1.11.2 Receive, review and confirm pay requests and forward them with recommendations to WVWD's Project Engineer.
- 1.12 Guarantees, Certificates, Maintenance and Operation Manuals. 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 WVWD's Project Engineer for review prior to final acceptance of the Project.
- 1.13 Completion.
- 1.13.1 Before WVWD issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- 1.13.2 Conduct final inspection in the company of WVWD's Project Engineer, Inspector, and Contractor and prepare a final list of items to be corrected.
- 1.13.3 Verify that all items on the final list have been corrected and make recommendations to WVWD's Project Engineer concerning acceptance.
- 1.14 Except upon written instructions of WVWD's Project Engineer, the Consultant shall not:
- 1.14.1 Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- 1.14.2 Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- 1.14.3 Expedite Work for the Contractor.
- 1.14.4 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.
- 1.14.5 Advise on or issue directions as to safety precautions and programs in connection with the Work.
- 1.14.6 Authorize the Owner to occupy the Project in whole or in part.
- 1.14.7 Participate in specialized field or laboratory tests.

## **Task 2 - Construction Inspection Services**

- 2.1 Full-time presence of the Consultant is required on this project. Estimate a fee for a project duration of **one hundred and fifty (150) working days**. The actual time will be based on the Construction documents. The Consultant will be required to cover all major aspects of the work which can affect the quality and the long term performance of the project. The Consultant will be expected to wear personal protective equipment, including appropriate headgear, footwear and reflectorized vest when on the project site. The selected Consultant will be expected to understand all risk associated with construction site.
- 2.2 The Consultant will be expected to provide and have on the project all necessary equipment, tools, and supplies needed to carry out the required duties. The Construction Inspection Services will include comprehensive observation and inspection. At a minimum, the inspector will be required to perform the following tasks as part of their construction inspection services, but is not limited to the following:
  - 2.2.1 Review plans and specifications and other construction related documents.
  - 2.2.2 Photograph project prior, during and after construction.
  - 2.2.3 Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspection to ensure projects are constructed according to project plans and specifications.
  - 2.2.4 Provide continuous inspection of the Work of the Contractor at the site when being performed.
  - 2.2.5 Maintain daily logs showing site and weather conditions; traffic control measures taken by the contractors: labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily logs are to be submitted to the Construction Manager upon project completion.
  - 2.2.6 Provide accurate measurements of work completed by contractors in accordance with contract documents.
  - 2.2.7 Review and evaluate proposed change orders and render recommendations to the Construction Manager.
  - 2.2.8 Monitor contractor's compliance with established safety regulations. Observe public safety and convenience. Coordinate with contractor access to adjacent businesses/residents during construction.
  - 2.2.9 Review soil compaction and materials testing. Ensure that contractors do not install materials without approved material testing. All failed tests shall be noted and corrective measures taken.
  - 2.2.10 Issue preliminary and final punch lists including schedule for punch list completion.

- 2.2.11 Upon project completion, conduct final inspection and project close-out. Prepare and submit as-built plans to the Construction Manager. Review and process Contractors request for final payment and release of retention. Deliver project files to the Construction Manager.
- 2.2.12 Assist the Construction Manager with preparing monthly progress pay estimates including quantity measurement and calculations, documenting Contractor work performance and project events, keeping records of extra work performance, implementing minor changes in the work, implementing revisions to the plans and specifications, and developing estimates for contract change orders. Review extra work invoice.
- 2.3 The duties, responsibilities, and limitations of authority of the Consultant are as follows:
- 1.3.1 Schedules. Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Construction Manager concerning their acceptability. Verify schedules are on track with project milestones.
- 1.3.2 Meetings. Attend pre-construction meeting. Arrange a schedule of progress meetings and other meetings as required in consultation with the Construction Manager.
- 1.3.3 Liaison.
- a. Serve as WVWD's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents.
  - b. Assist in obtaining additional details or information, when required at the job site for proper execution of the Work.
  - c. Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from WVWD or others, except instructions transmitted through the Construction Manager, WVWD's Project Engineer himself.
- 2.4 Shop Drawings.
- 2.4.1 Receive and record date of receipt of Shop Drawings which have been approved by the Construction Manager and WVWD's Project Engineer.
- 2.4.2 Advise the Construction Manager and the Contractor or his superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the Construction Manager.
- 2.5 Review of Work, Rejection of Defective Work, Inspections and Tests.
- 2.5.1 Conduct on-site observations of the Work in progress to assist the Construction Manager 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.

- 2.5.2 Report to the Construction Manager 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 Construction Manager when they believe the Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
- 2.5.3 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 Construction Manager appropriate details relative to the test procedures and start-ups.
- 2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the Construction Manager.
- 2.6 Interpretation of Contract Documents. Transmit to the Contractor the Construction Manager clarifications and interpretations of the Contract Documents.
- 2.7 Modifications. Consider and evaluate the Contractor's suggestions for modifications in the Plans or Specifications and report them with recommendations to the Construction Manager. Perform Change Order Analysis and make recommendations to the Construction Manager.
- 2.8 Records.
  - 2.8.1 Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Plans issued subsequent to the execution of the Agreement, the Construction Manager clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
  - 2.8.2 Keep daily inspection sheets including taking pictures, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Construction Manager.
  - 2.8.3 Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- 2.9 Reports.
  - 2.9.1 Furnish periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions. The reports are to be accompanied with photographic documentation of project progress.

Report and photographs can be submitted in digital format. Reports are due no later than two days following the review of the work performed and shall be submitted to the Construction Manager.

- 2.9.2 Consult with the Construction Manager in advance of scheduled major tests, inspections or start of important phases of the Work.
- 2.10 As-builts. Review and verify Contractor's redline as-builts.
- 2.11 Payment Requisitions. Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Construction Manager, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site, including final retention, substantially complete and recommended filing of Notice of Completion.
- 2.12 Guarantees, Certificates, Maintenance and Operation Manuals. 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.
- 2.13 Completion.
- 2.13.1 Before WVWD issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- 2.13.2 Conduct final inspection in the company of WVWD's Project Engineer, Construction Manager, and Contractor and prepare a final list of items to be corrected.
- 2.13.3 Verify that all items on the final list have been corrected and make recommendations to the Construction Manger concerning acceptance.
- 2.14 Except upon written instructions of WVWD's Project Engineer, the Inspector shall not:
- 2.14.1 Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- 2.14.2 Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- 2.14.3 Expedite Work for the Contractor.
- 2.14.4 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.
- 2.14.5 Advise on or issue directions as to safety precautions and programs in connection with the Work.
- 2.14.6 Authorize the Owner to occupy the Project in whole or in part.
- 2.14.7 Participate in specialized field or laboratory tests



## **TENTATIVE PROJECT SCHEDULE**

10/20/2020	Issuance of RFP
10/26/2020	Deadline for questions
10/28/2020	Last addendum issued
11/3/2020	Proposals due by 12:00 PM
11/18/2020	Engineering and Planning Committee meeting
TBD	Board meeting
12/11/2020	Award contract
1/7/2021	Tentative Pre-Construction meeting

## **PROPOSAL REQUIREMENTS**

The submittals must clearly indicate the proposed team members to be assigned to the project, which staff members are locally based, and which are located at other offices, if applicable. Projects that were completed by employees while working for other firms must also be indicated. Proposals shall include the following:

1. Understanding and approach to construction of the project.
2. Statement that construction milestones listed herein can be met with current resources available to each Consultant.
3. Sub-consultants.
4. Project and proposal costs for the project.
5. Proposed Project Manager and Project Engineer.
6. Acceptance of WVWD's Agreement for Professional Services, insurance and indemnity requirements.
7. Compliance with all federal laws relating to affirmative action, drug-free work place, minimum wage, and lobbying.

Although WVWD requires no specific format, this section is intended to provide guidelines to the firm regarding features that WVWD will look for and expect to be included in the proposal.

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

1. Cover Letter. A brief summary containing highlights of Consultant's proposed approach to the services described in the RFP, including a statement of its understanding of the project and services required, signed by an individual authorized to bind the proposing firm stating the firm has read and will comply with all terms and conditions of the RFP.
2. Background on Firm. A brief description of the firm including the size of the organization, location of offices, years in business, organizational chart, name of owner and principal parties, and titles of staff. Qualifications of individuals who will

perform the work listed in the Scope of Work along with identification of the individual who will be WVWD's main contact.

3. Statement of Understanding and Approach. Provide a description of the methodology the firm will use to complete the Scope of Work as detailed in this RFP. Discuss and describe the firm's experience working on similar projects and provide a statement of the services your firm feels would differentiate your firm from others. Additionally, as a part of the summary, identify the responsibilities of WVWD and the responsibilities of the firm.
4. Scope of Work. Provide details with specific task descriptions to demonstrate that the proposer has considered all aspects of the proposal and that the proposer will cover them thoroughly.
5. References. Provide the following information for three (3) projects which are similar in scope to the project requested by this proposal:
  - a. Name, address, and telephone number of the client;
  - b. Person to contact for references;
  - c. Time period of project and brief description of the services provided
6. Additional Information. WVWD has outlined the requirements of this project in as much detail as is currently known. Respondents may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Please provide any exceptions, additional information, or suggestions that will aid in the selection process (attachments are acceptable). Please keep these as brief as possible. This information should be included in the twenty pages allocated.
7. Cost Estimates of Consulting Fee. Each proposal shall include a cost estimate for providing services. A detailed man-hour estimate by personnel classification for the major portions of the work broken down through each of the tasks. All current hourly fee schedules should be based on the Consultant's current fee schedule. Estimated costs must include all labor, materials, equipment, professional services, insurance, travel, profit, and all other costs and expenses for the proposed project with a total "not to exceed" amount.
8. At a minimum, proposal evaluations will consider the following factors among others:
  - a. Experience within the last five (5) years performing Construction Management services on similar projects.
  - b. Understanding and approach to overseeing the project.
  - c. Statement that current resources are available to the Consultant.
  - d. Successfully having provided similar services to a water utility organization; provide three (3) agency references and contact information.
  - e. Project and proposal costs.
  - f. Proposed Project Manager and other assigned personnel.
  - g. Acceptance of WVWD's insurance and indemnity requirements.

- h. Compliance with all federal laws relating to affirmative action, drug-free work place, minimum wage, and lobbying.
9. Project Schedule. Provide a project schedule with significant milestone events or deadlines. Scheduling milestones should be concrete and achievable; however, they may be revised on approval of both parties.

### **SELECTION CRITERIA**

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

1. Past performance and qualifications of the proposed team members on similar projects (20%).
2. Familiarity with and capacity to handle all aspects of the work (15%).
3. Ability to complete the project within the proposed time frame (10%).
4. The proposed project approach, scope, manner, and thoroughness in which it is presented in the proposal (25%).
5. Firm's experience, staff availability, and financial responsibility (15%).
6. Consultant Fees (15%).

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

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

### **PROPOSAL LENGTH**

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

**FEE ESTIMATE**

A Not-to-Exceed fee based on the services outlined in the Scope of Work MUST be submitted. A detailed man-hour estimates by personnel classification for the major portions of the work broken down through each of the tasks. Provide sub-consultant fee proposals. All current hourly fee schedules should be based on the consultant's current fee schedule. This amount will not be exceeded without the advance written approval of WVWD.

Once the project is underway, Consultant shall notify WVWD when costs exceed 80 percent of the budgeted amount and prepare a revised scope and budget to complete the work. Consultant shall not be obligated to perform work beyond these budgets, and WVWD shall not be obligated to compensate Consultant beyond the budgets unless there is advance, written approval.

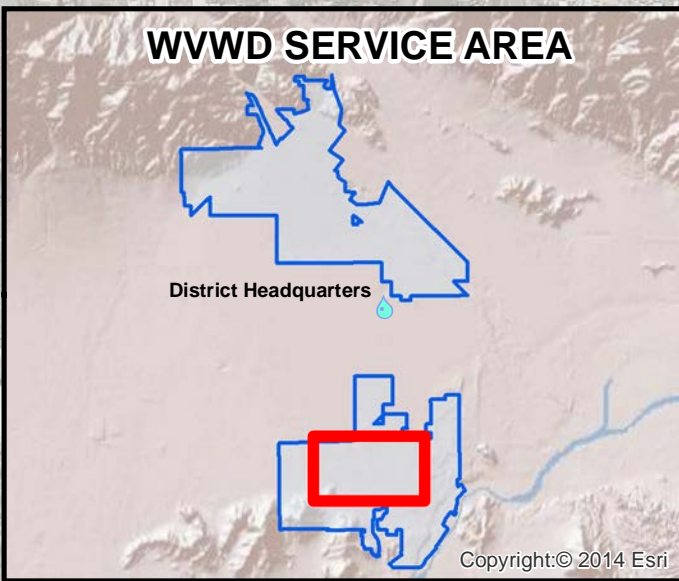
**ADDITIONAL INFORMATION**

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

Enclosures: Exhibit A – Santa Ana Avenue Project Location  
Exhibit B – Santa Ana Avenue Plans

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

# EXHIBIT A



**16" Zone 3  
Transmission Main  
Linden Ave. to Cedar Ave.**

**PHASE I  
LINDEN TO LARCH AVENUE**

**12" Zone 3  
Transmission Main  
Alder Ave. to Linden Ave.**

**12" Zone 2  
Transmission Main  
Linden Ave. to Cedar Ave.**

**20" Zone 2  
Transmission Main  
Cedar Ave. to Riverside Ave.**

**Legend**

**Pipeline Replacement**

- Zone 2
- Zone 3



West Valley Water District makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. The District provides this map without any warranty of any kind whatsoever, either express or implied. However, notification of any errors will be appreciated.

# EXHIBIT A

## SANTA ANA AVE. TRANSMISSION MAIN - PHASE I



Document Path: C:\Projects\Maps\MapRequest\RG\SantaAnaP\Replcmnt 2\_16\_2016.mxd

# EXHIBIT B

# WEST VALLEY WATER DISTRICT

RIALTO, CALIFORNIA

## PLANS

FOR THE CONSTRUCTION OF

# SANTA ANA AVENUE TRANSMISSION MAIN PROJECT

## PHASE I

IN THE

# CITY OF RIALTO

AND

# COUNTY OF SAN BERNARDINO

W17035

2020

BOARD OF DIRECTORS

Channing Hawkins	President
Kyle Crowther	Vice President
Dr. Clifford O. Young, Sr.	Director
Gregory Young	Director
Dr. Michael Taylor	Director

DISTRICT ADMINISTRATION

Clarence C Mansell, Jr	General Manager
Joanne Chan	Operations Manager
Linda Jadeski	Engineering Services Manager
Rosa M. Gutierrez, P.E.	Senior Engineer
Bertha B. Perez, P.E.	Associate Engineer

WEBB ASSOCIATES JOB NO. 2017-0203

**ALBERT A. WEBB ASSOCIATES**  
 ENGINEERING CONSULTANTS  
 3788 McCRAY STREET  
 RIVERSIDE CA. 92506  
 PH. (951) 686-1070  
 FAX (951) 788-1256

APPROVED:  
*S. Madhulani*  
 WEST VALLEY WATER DISTRICT  
 DATE 10/15/20





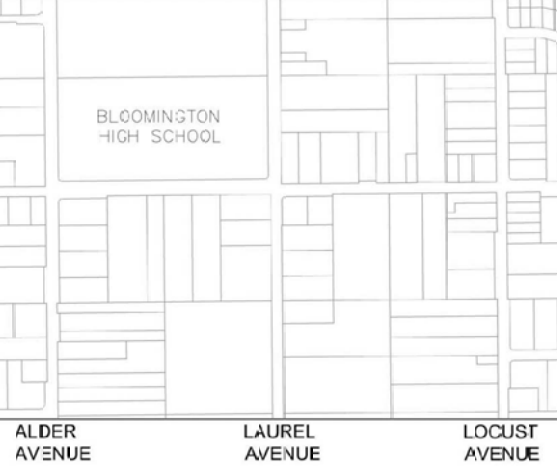
**GENERAL CONSTRUCTION NOTES**

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES AS OF THE DATE OF PLAN APPROVAL.
- THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH THE WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS. COMPLIANCE THEREOF SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT. A CALIFORNIA EXCAVATION PERMIT SHALL BE REQUIRED FOR TRENCHES IN EXCESS OF 5.0 FEET IN DEPTH.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL DEFEND INDEMNIFY AND HOLD THE OWNER, THE ENGINEER, AND HIS REPRESENTATIVE HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL UNCOVER AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES PRIOR TO EXCAVATING. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 48 HOURS PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION MATERIAL OUTSIDE OF THE PROJECT AREA.
- PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS. ALL BACKFILL SHALL BE PLACED IN A MANNER SATISFACTORY TO THE ENGINEER AND IN ACCORDANCE WITH THE STANDARDS, SPECIFICATIONS AND PERMITS MATERIAL FOR BACKFILL TO TWELVE (12) INCHES ABOVE THE PIPE SHALL BE GRANULAR MATERIAL WITH A MINIMUM SAND EQUIVALENT OF 30 AND SHALL BE COMPACTED TO 90% RELATIVE COMPACTION UNLESS OTHERWISE NOTED OR SPECIFIED.
- NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE DENSITY TESTS. COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 90% RELATIVE COMPACTION.
- COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION.
- THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE ENGINEER AND ANY AGENCY HAVING JURISDICTION THEREOF, ANY ROAD BASE, PAVING, CURB AND GUTTER OR OTHER IMPROVEMENTS CUT, REMOVED OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
- PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OR OTHER CONTAMINATION PRIOR TO PLACING IN TRENCH AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S INSPECTOR.
- THE CONTRACTOR, AT THE END OF EACH DAY'S WORK, SHALL ENSURE THAT ALL OPENINGS INTO THE PIPELINE ARE SECURELY PLUGGED AND STOPPED SO THAT NO ANIMAL, FOUL OR RODENT CAN ENTER THE PIPELINE.
- ALL WORK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTRICT OR ITS DULY AUTHORIZED AGENT. THE CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED. INSPECTION SHALL BE MADE OF THE FOLLOWING PHASES OF WORK:
  - A) TRENCHING, INSTALLATION OF PIPE, VALVES, FITTINGS, VAULTS, BACKFILL AND COMPACTION.
  - B) LEAKAGE TESTING.
  - C) VAULTS AND VALVE BOXES RAISED TO GRADE, LINES FLUSHED AND FINAL INSPECTION.
- THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

**BASIS OF COORDINATES**

STATE PLANE CALIFORNIA COORDINATE SYSTEM NAD 83 (C8383), ZONE 5 TAKEN FROM CORS STATION "RHS" (PID A4303) "EWPP" (PID D4704), AND "MLFP" (PID D4705).

ALDER AVENUE LAUREL AVENUE LOCUST AVENUE MAPLE AVENUE LINDEN AVENUE CEDAR AVENUE LARCH AVENUE SPRUCE AVENUE CACTUS AVENUE LILAC AVENUE WILLOW AVENUE RIVERSIDE AVENUE



**PROJECT LOCATIONS**  
SCALE: NTS

**WATER NOTES**

- PIPE 10" AND SMALLER SHALL BE PRESSURE CLASS 350 DUCTILE IRON PIPE. PIPES 12" THROUGH 20" SHALL BE THICKNESS CLASS 50 DUCTILE IRON PIPE SHALL CONFORM TO THE REQUIREMENTS OF THE AWWA STANDARD C111. PIPE 24" AND GREATER SHALL BE CLASS 150, 10 GA CEMENT MORTAR LINING AND COATED STEEL PIPE PER AS SPECIFIED.
- WATER SERVICE LATERALS SHALL BE TYPE K SOFT TEMPER, COPPER LINE, MINIMUM 1" DIAMETER, WITH 1" X 3/4" ANGLE VALVES WITH LOCK WING ON LOTS LESS THAN 10000 SQ.FT. 1" X 1" ANGLE VALVES WITH LOCK WING ON LOTS LARGER THAN 10000 SQ. FT. THERE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED. ONE SERVICE PER PIPE TRENCH.
- ALL WATER SERVICE LATERALS TO BE INSTALLED AT SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
- WATER SERVICE LATERALS TO BE TERMINATED 12" BEHIND REAR OF CURB OR FUTURE CURB. IN CITY LIMITS TERMINATE 12" BEHIND FUTURE SIDEWALK.
- FIRE HYDRANTS SHALL BE 8" X 4" X 2 1/2" - CLOW F-85C, OF EQUAL, PAINTED WITH ONE COAT PRIMER AND ONE COAT "BELLFLOW" THE 1" STEAMER JETLET SHALL BE PERPENDICULAR TO THE CURB OR FUTURE CURB. THE CONTRACTOR SHALL INSTALL FIRE HYDRANTS AT "PROPERTY" LINES OR AS APPROVED BY WWD. CONFLICTS OR DEVIATIONS FROM THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF WWD PRIOR TO INSTALLATION.
- DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 30"; FOR WATER MAINS 10" AND SMALLER SHALL BE MINIMUM 36"; FOR 12" AND LARGER PIPE SHALL BE MINIMUM 42" OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
- ALL WATER MAINS SHALL BE FLUSHED AND DISINFECTED PER I.W.W.A. STANDARDS C851 PRIOR TO USE AFTER INSTALLATION OR REPAIR.
- CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT "STANDARDS FOR DOMESTIC WATER FACILITIES"
- WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATION AND ANY AMENDMENTS THERETO.
- IF CONSTRUCTION HAS NOT COMPLETED WITHIN TWO YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.

**WATERLINE CONSTRUCTION NOTES**

- ALL STATIONING SHOWN ON THESE PLANS IS MEASURED ALONG THE CENTERLINE OF THE STREET OR AS SHOWN ON PLANS.
- THE CONTRACTOR SHALL NOTIFY THE DISTRICT AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY TIE-INS TO EXISTING WATERLINES. SUCH TIE-INS AS MAY BE REQUIRED TO BE MADE SHALL MEET WITH THE APPROVAL OF THE DISTRICT.
- ALL STEEL PIPES SHALL BE FULLY WELD ALL JOINTS DOUBLE PASS MINIMUM.
- CONTRACTOR SHALL WELD ALL JOINTS, FULL DEPTH WELDS DOUBLE PASS MINIMUM.
- AN AIR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM. A BLOW-OFF ASSEMBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.
- A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE WHICH IS SET IN THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING VALVE BOXES TO GRADE AFTER FINAL GRADING OR PAVING OPERATION.
- VALVES 12-INCHES AND LARGER SHALL BE BUTTERFLY VALVES. VALVES 10-INCHES AND SMALLER SHALL BE RESILIENT SEAT GATE VALVES. VALVES SHALL BE RATED FOR 150 PSI OPERATION PRESSURE OR AS SHOWN ON THESE PLANS AND SHALL HAVE FLANGED ENDS.
- ALL NEW WATER FACILITIES IMPROVEMENTS SHALL BE TESTED AND DISINFECTED PRIOR TO CONNECTING TO EXISTING WATER SYSTEM, PER AWWA 6051. CONTRACTOR SHALL FURNISH AND INSTALL "EMERGENCY BULKHEADS AS REQUIRED FOR PRESSURE TESTING".
- THE CONTRACTOR SHALL NOTIFY THE AGENCIES HAVING JURISDICTION PRIOR TO STARTING CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES PRIOR TO STARTING ANY CONSTRUCTION WORK.

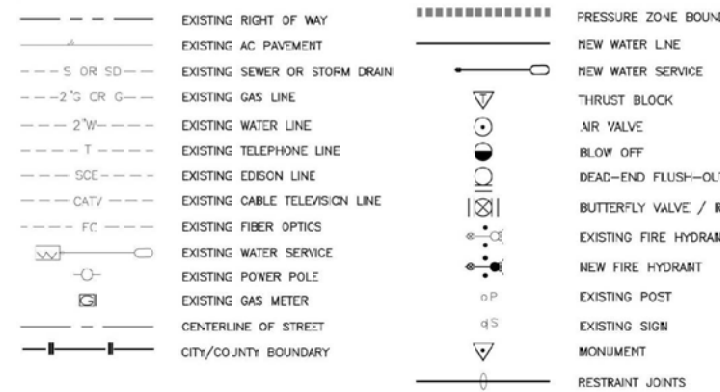
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (MWD)  
708 N. ALAMEDA STREET  
LOS ANGELES, CALIFORNIA 90012  
ATTN: DAFFNEY NEVSON OR MIKE RUBIO  
(WATER SYSTEM OPERATIONS GROUP)  
TELE: (951) 776-2675

NOTE: CALL AT LEAST TWO WORKING DAYS (MONDAY) THROUGH THURSDAY PRIOR TO STARTING ANY WORK IN THE VICINITY OF MWD FACILITIES

**UTILITY AGENCIES**

- WEST VALLEY WATER DISTRICT  
855 N. EASE LINE ROAD.  
RIALTO, CA 92377  
ATTN: LINDA ADESKI  
TELE: (909) 820-3713
- CITY OF RIALTO  
325 N. RIALTO AVE.  
RIALTO, CA 92376  
ATTN: MS. STEPHANEE STAFFORD  
TELE: (909) 301-1338
- SAN BERNARDINO COUNTY  
325 E. THIRD ST.  
SAN BERNARDINO, CA 92415  
ATTN: MS. ELIJAH HARGROVE  
TELE: (909) 387-8065
- SC GAS  
981 W. LUGONIA AVE  
REDLANDS, CA 92374  
ATTN: MR. ESTEBAN GONZALEZ  
TELE: (909) 335-7955
- AT&T  
15235 E. FOOTHILL BLVD.  
FONTANA, CA 92335  
ATTN: MS. SUSAN BLACKBURN  
TELE: (510) 645-2929
- CITY OF FONTANA  
17001 LIPANE AVE.  
FONTANA, CA 92335  
ATTN: MR. KEVIN RYAN  
TELE: (909) 350-6655
- TESORO  
8 CENTERPOINT DR.  
LA PALMA, CA 90023  
ATTN: MS. ANH KLUKOFF  
TELE: (714) 880-1655
- UTILIQUEST FOR SC EDSON  
1325 S. GRAND AVE.  
SANTA ANA, CA 92705  
ATTN: MAC REQUEST BLDG D  
TELE: (714) 796-9999
- KINDER MORGAN ENERGY PARTNERS  
1100 TOWN AND COUNTRY RD.  
ORANGE, CA 92668  
TELE: (714) 560-4908
- LEVEL 3 COMMUNICATIONS  
1025 EL DORADO BLVD.  
BIRMGFIELD, CO 80021  
ATTN: AREA REPRESENTATIVE  
TELE: (877) 366-8344
- UTILIQUEST FOR CHARTER-ONTARIO  
1503 ALTO CENTER DR.  
ONTARIO, CA 91761  
ATTN: MS. COLETTE MILES  
TELE: (609) 975-3398
- WILSHIRE CONNECTION, LLC  
624 S. GRAND AVE. #1200  
LOS ANGELES, CA 90017  
ATTN: NJC 0  
TELE: (213) 542-0100
- WCI (VERIZON BUSINESS)  
400 INTERNATIONAL PARKWAY  
RICHARDSON, TX 7508  
ATTN: MR. JOHN BACHELDER  
TELE: (469) 886-4236
- CROWN CASTLE-LA & VEN  
2000 CORPORATE DR.  
CANONSBURG, PA 15317  
ATTN: MR. BRANT LOWE  
TELE: (724) 901-2192
- SC GAS COMPANY - DISTRIBUTION  
1961 LUGONIA AVE.  
REDLANDS, CA 92373  
ATTN: MR. ROBERTO FIGUEROA  
TELE: (909) 335-7772
- SC GAS COMPANY - TRANSMISSION  
251 E. FIRST ST.  
BEAUMONT, CA 92523  
TELE: (951) 645-0709

**LEGEND**



**BASIS OF BEARINGS**

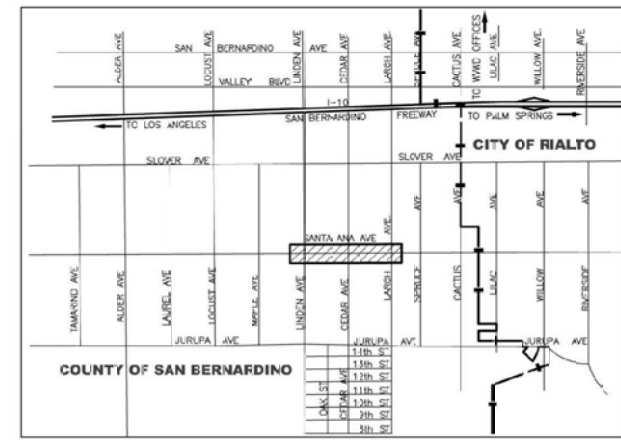
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE 5, BASED LOCALLY ON CONTROL STATIONS "RHS", "EWPP", AND "MLFP" NAD 83 (NSRS2011) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.9995915369. CALCULATIONS ARE MADE AT POINT #1 WITH COORDINATES OF: N: 1042636.131, E: 6745092.956, USING AN ELEVATION OF 1039.335 FEET. THE CONVERGENCE ANGLE AT POINT #1 IS -0°20'12.64".

**BENCH MARK DATA**

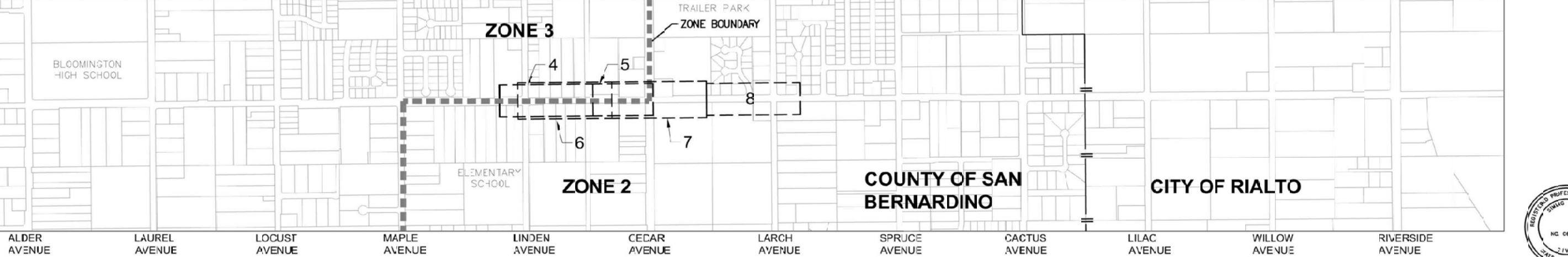
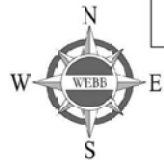
NCS DESIGNATION #P 449 (PID EV1108)  
ELEV = 929.41' (NAVC88)

RECOVERY NOTE BY NATIONAL GEODETIC SURVEY 1376.  
1.2 MILES SOUTH ALONG THE ATCHISON, TOPEKA AND SANTA FE RAILROAD FROM THE STATION AT COLTON. AT CONCRETE BRIDGE A 5 OVER FOGG STREET, N TOP OF THE EAST END OF THE NORTH CONCRETE ABUTMENT. 18.8 FT. EAST OF THE EAST RAIL OF A SIDE TRACK, 4.0 FT. EAST OF A WOODEN GUARDRAIL. THE MARK IS 1 FT. BELOW TRACK.

INDEX OF DRAWINGS	
SHEET NUMBER	DESCRIPTION:
1	TITLE
2	VICINITY MAP, INDEX OF DRAWINGS AND CONSTRUCTION NOTES
3	CONSTRUCTION NOTES AND QUANTITIES
4	W. SANTA ANA AVENUE - STA. 60+00.00 TO STA. 70+00.00
5	W. SANTA ANA AVENUE - STA. 70+00.00 TO STA. 80+00.00
6	W. SANTA ANA AVENUE - STA. 82+00.00 TO STA. 72+00.00
7	W. SANTA ANA AVENUE - STA. 72+00.00 TO STA. 62+00.00
8	W. SANTA ANA AVENUE - STA. 82+00.00 TO STA. 92+00.00



**VICINITY MAP**  
SCALE: NTS



CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ADOPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



Revision	No.	By	Date	Approved

APPROVED	C60156	10/14/2020
	RCE	Date
		Date
Designed: E.X.	Checked: S.Z.	Scale: NOT TO SCALE
Drawn: E.X.	Job No: 2017-0203	

**ALBERT A. WEBB ASSOCIATES**

ENGINEERING CONSULTANTS  
3788 MCCRAY STREET  
RIVERSIDE CA. 92506  
PH. (951) 686-1070  
FAX (951) 788-1256

**WEST VALLEY WATER DISTRICT**

**SANTA ANA AVENUE TRANSMISSION MAIN PROJECT**

**VICINITY MAP, INDEX OF DRAWINGS AND CONSTRUCTION NOTES**

**CONSTRUCTION NOTES AND QUANTITIES**

C.N.	DESCRIPTION	QUANTITIES	UNIT
3	FURNISH AND INSTALL 12" THICKNESS CLASS 50 CEMENT MORTAR LINED DUCTILE IRON PIPE PER WWD STANDARD SPECIFICATIONS	1373	L.F.
4	FURNISH AND INSTALL 16" THICKNESS CLASS 50 CEMENT MORTAR LINED DUCTILE IRON PIPE PER WWD STANDARD SPECIFICATIONS	1292	L.F.
5	FURNISH AND INSTALL 20" THICKNESS CLASS 50 CEMENT MORTAR LINED DUCTILE IRON PIPE PER WWD STANDARD SPECIFICATIONS	1315	L.F.
7	FURNISH AND INSTALL 6" FIRE HYDRANT PER WWD STD. DWG. W-2	4	E.A.
8	FURNISH AND INSTALL 2" AIR RELEASE VALVE PER WWD STD. DWG. W-6B	5	E.A.
10	FURNISH AND INSTALL 16" FL/D DUCTILE IRON TEE	1	E.A.
11	FURNISH AND INSTALL 12" FL/D DUCTILE IRON TEE	2	E.A.
16	FURNISH AND INSTALL 20" FL X WJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11	1	E.A.
17	FURNISH AND INSTALL 16" FL X WJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11	2	E.A.
18	FURNISH AND INSTALL 12" FL X WJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11	4	E.A.
22	FURNISH AND INSTALL 16" MJ X MJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11	1	E.A.
26	FURNISH AND INSTALL 16" FL X 12" MJ REDUCER	2	E.A.
27	FURNISH AND INSTALL 16" FL X 12" F. REDUCER	1	E.A.
28	FURNISH AND INSTALL 16" FL X 18" F. REDUCER	1	E.A.
29	FURNISH AND INSTALL 24" FL X 12" F. REDUCER	1	E.A.
30	FURNISH AND INSTALL 24" FL X 20" F. REDUCER	1	E.A.
33	FURNISH AND INSTALL 16" MJ X MJ 22.5° BEND	2	E.A.
35	FURNISH AND INSTALL 16" MJ X MJ 45° BEND	2	E.A.
39	FURNISH AND INSTALL CONCRETE THRUST BLOCKS PER WWD STD. DWG. W-3	11	E.A.
40	FURNISH AND INSTALL 12" MJ X MJ 90° BEND	1	E.A.
42	FURNISH AND INSTALL 20" FL X 16" F. DUCTILE IRON CROSS	1	E.A.
43	FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DWG. W-7	1	E.A.
45	FURNISH AND INSTALL 12" MJ X MJ 1" 25° BEND	2	E.A.
46	FURNISH AND INSTALL 20" MJ X MJ 45° BEND	4	E.A.
49	EXISTING WATER MAIN TO BE ABANDONED IN PLACE	1	L.S.
51	ABANDON EXISTING VALVE AND VALVE BOX, RESURFACE IN KIND	1	L.S.
53	FURNISH AND INSTALL 1" DOMESTIC SERVICE WITH 3/4" OR 1" METER PER WWD STD. DWG. W-4	22	E.A.
56	REMOVE EX. 4" FLUSH OUT ASSEMBLY AND RESURFACE IN KIND	1	E.A.
58	REMOVE EX. 18" X 4" REDUCER	1	E.A.
59	FURNISH AND INSTALL 20" MJ X FL ADAPTOR	1	E.A.
60	FURNISH AND INSTALL 12" MJ X FL TEE	1	E.A.
63	EXISTING CONCRETE GUTTER TO BE PROTECT IN PLACE OR REPLACE PER COUNTY OF SAN BERNARDINO STANDARD	1	L.S.
65	FURNISH AND INSTALL 12" BLIND FLANGE	2	E.A.
66	FURNISH AND INSTALL 20" BLIND FLANGE	1	E.A.
67	FURNISH AND INSTALL 16" BLIND FLANGE	1	E.A.
68	FURNISH AND INSTALL 12" MJ X FL ADAPTOR	4	E.A.
69	REMOVE EXISTING BLOW-OFF ASSEMBLY AND RESURFACE IN KIND	1	E.A.
70	FURNISH AND INSTALL 20" MJ X FL BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11	3	E.A.
71	FURNISH AND INSTALL 12" FL X FL BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11	2	E.A.
72	ABANDON EXISTING FIRE HYDRANT LATERAL IN PLACE. REMOVE AND DISPOSE OF FIRE HYDRANT HEAD AND BURY AND RESURFACE IN KIND	1	E.A.
73	FURNISH AND INSTALL 16" FL X FL BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11	2	E.A.
74	FURNISH AND INSTALL 20" FL X 12" F. X 20" FL DUCTILE IRON TEE	1	E.A.
76	FURNISH AND INSTALL 12" X 4" WJ X FL TEE	1	E.A.
77	FURNISH AND INSTALL 4" FL X FL GATE VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11	1	E.A.
78	FURNISH AND INSTALL 4" CEMENT MORTAR LINED DUCTILE IRON PIPE PRESSURE CLASS 350 PER WWD STANDARD SPECIFICATIONS	81	L.F.
79	FURNISH AND INSTALL 4" MJ X MJ 45° BEND	2	E.A.
80	CONTRACTOR SHALL POT-HOLE TO VERIFY THE LOCATION AND ELEVATION OF EXISTING 8" WATER AND PROTECT IN PLACE DURING CONSTRUCTION.	1	E.A.



CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



Revision	No.	By	Date	Approved

APPROVED: \_\_\_\_\_ C60156 10/14/2020  
 RCE Date

Designed: E.X. Checked: S.Z. Scale: \_\_\_\_\_  
 Drawn: E.X. Job No. 2017-0203 NOT TO SCALE

**ALBERT A. WEBB ASSOCIATES** ENGINEERING CONSULTANTS  
 3768 MCCRAY STREET RIVERSIDE CA. 92506  
 PH. (951) 686-1070 FAX (951) 788-1256

**WEST VALLEY WATER DISTRICT**  
**SANTA ANA AVENUE TRANSMISSION MAIN PROJECT**  
**CONSTRUCTION NOTES AND QUANTITIES**

SHEET 3 of 8  
 Packet Pg. 106

1050

1040

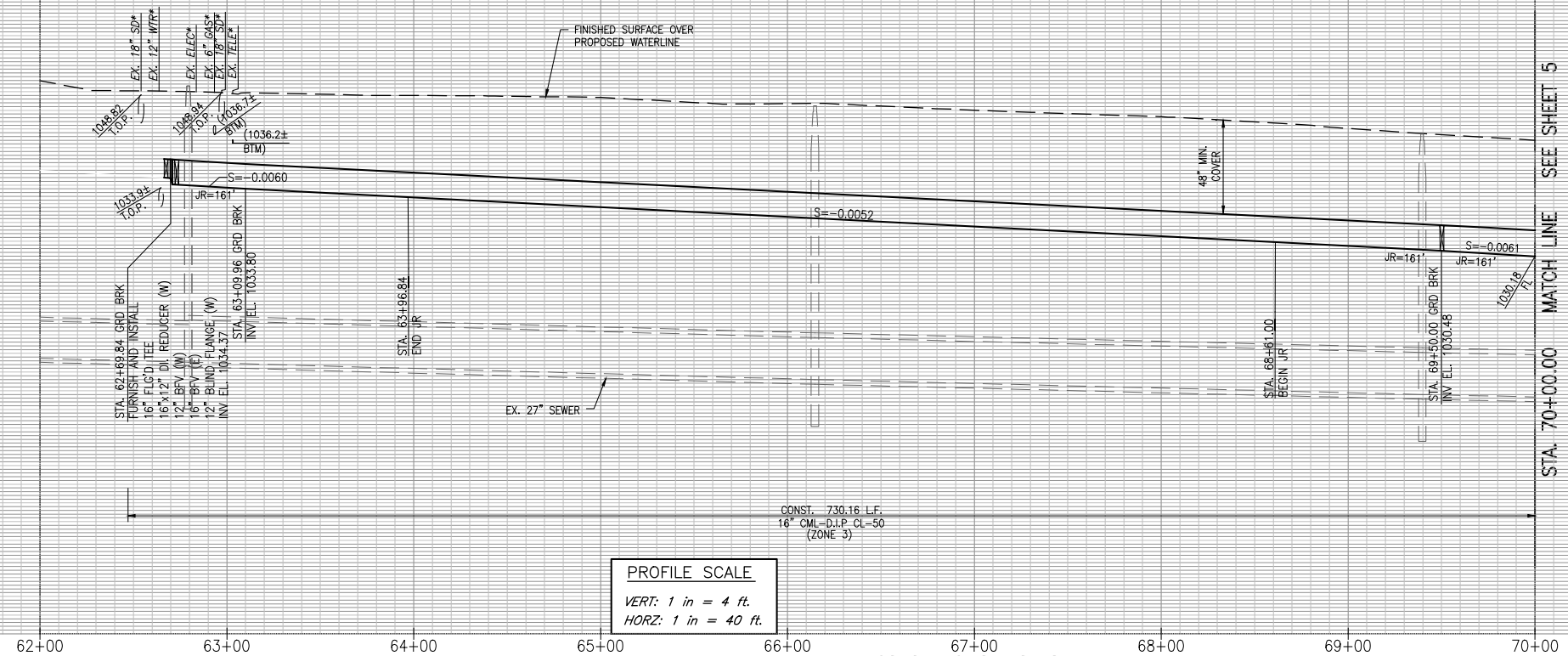
1030

1020

1040

1030

1020



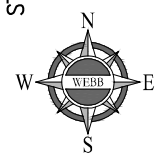
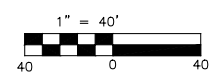
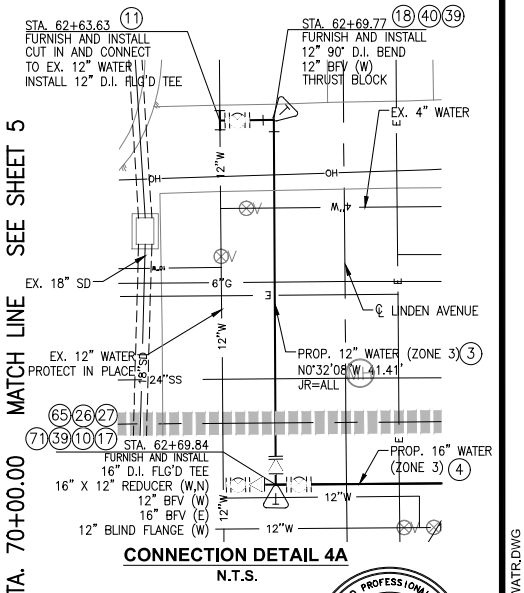
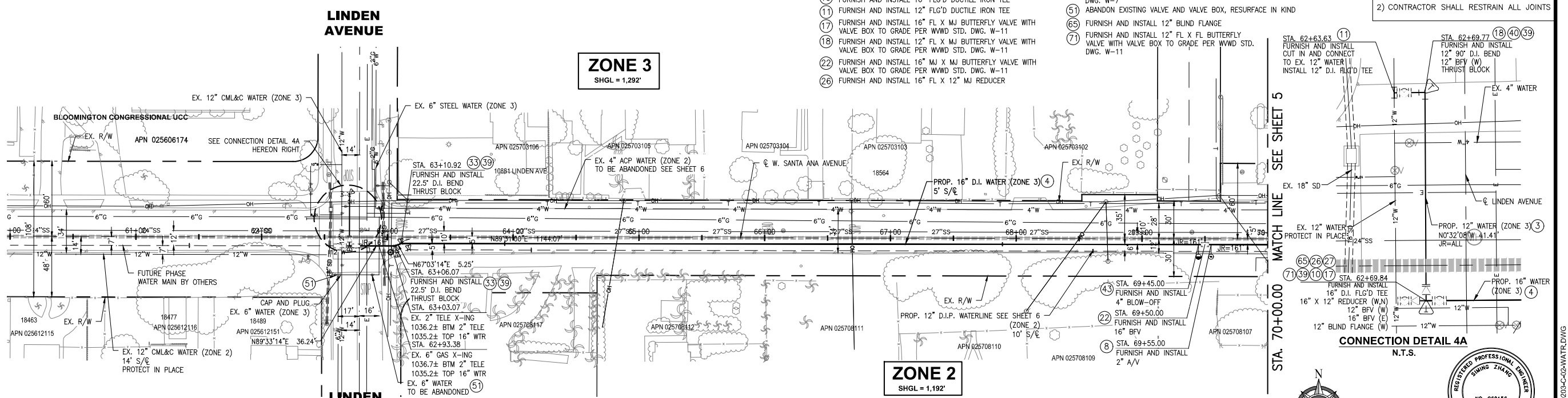
**PROFILE SCALE**  
 VERT: 1 in = 4 ft.  
 HORZ: 1 in = 40 ft.

**JOINT RESTRAINT NOTES:**  
 1) USE MEGA-LUGS FOR JOINT RESTRAINT AT FITTINGS.  
 2) USE FIELD-LOK GASKETS FOR JOINT RESTRAINT AT PIPE JOINTS.

**CONSTRUCTION NOTES:**  
 3) FURNISH AND INSTALL 12" THICKNESS CLASS 50 CEMENT MORTAR LINED DUCTILE IRON PIPE PER WWWD STANDARD SPECIFICATIONS  
 4) FURNISH AND INSTALL 16" THICKNESS CLASS 50 CEMENT MORTAR LINED DUCTILE IRON PIPE PER WWWD STANDARD SPECIFICATIONS  
 8) FURNISH AND INSTALL 2" AIR RELEASE VALVE PER WWWD STD. DWG. W-68  
 10) FURNISH AND INSTALL 16" FLG'D DUCTILE IRON TEE  
 11) FURNISH AND INSTALL 12" FLG'D DUCTILE IRON TEE  
 17) FURNISH AND INSTALL 16" FL X MJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWWD STD. DWG. W-11  
 18) FURNISH AND INSTALL 12" FL X MJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWWD STD. DWG. W-11  
 22) FURNISH AND INSTALL 16" MJ X MJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWWD STD. DWG. W-11  
 26) FURNISH AND INSTALL 16" FL X 12" MJ REDUCER

27) FURNISH AND INSTALL 16" FL X 12" FL REDUCER  
 33) FURNISH AND INSTALL 16" MJ X MJ 22.5" BEND  
 39) FURNISH AND INSTALL CONCRETE THRUST BLOCKS PER WWWD STD. DWG. W-3  
 40) FURNISH AND INSTALL 12" MJ X MJ 90° BEND  
 43) FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWWD STD. DWG. W-7  
 51) ABANDON EXISTING VALVE AND VALVE BOX, RESURFACE IN KIND  
 65) FURNISH AND INSTALL 12" BLIND FLANGE  
 71) FURNISH AND INSTALL 12" FL X FL BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWWD STD. DWG. W-11

**NOTES:**  
 1) WARNING: CONTRACTOR SHOULD BE AWARE THAT THERE ARE GAS LINES AND SERVICE LATERALS IN THE AREA THAT MUST BE POT HOLED PRIOR TO INSTALLATION OF THE NEW WATERLINES  
 2) CONTRACTOR SHALL RESTRAIN ALL JOINTS



CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

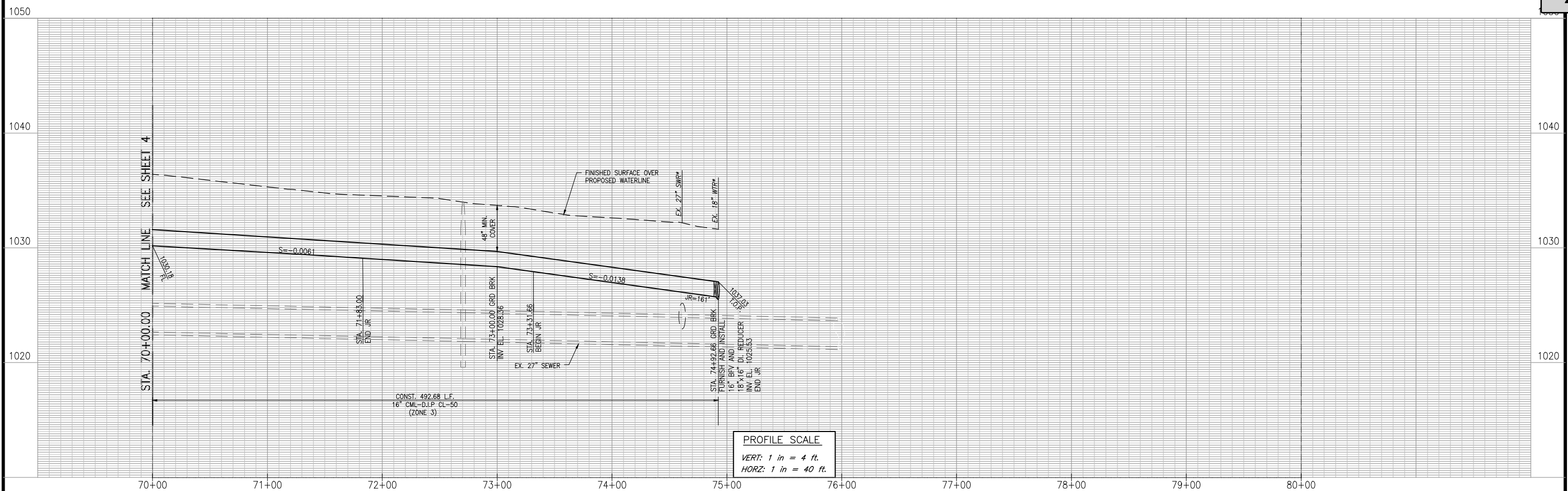
**Underground Service Alert**  
 SECTION 416/417 OF THE GOVERNMENT CODE REQUIRES A PRE-ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A PERMIT TO EXCAVATE WILL BE MADE  
 FOR YOUR DIG ALERT ID, NUMBER CALL UNDERGROUND SERVICE ALERT  
 TOLL FREE 811  
 TWO WORKING DAYS BEFORE YOU DIG

Revision	No.	By	Date	Approval

APPROVED	C60156	10/14/2020		
	RCE	Date		
		Date		
Designed	E.X.	Checked	S.Z.	Scale:
Drawn	E.X.	Job No.	2017-0203	HORIZ. 1" = 40'
				VERT. 1" = 4'

**ALBERT A. WEBB ASSOCIATES**  
 ENGINEERING CONSULTANTS  
 3788 MCCRAY STREET  
 RIVERSIDE CA. 92506  
 PH. (951) 686-1070  
 FAX (951) 788-1256

**WEST VALLEY WATER DISTRICT**  
**SANTA ANA AVENUE TRANSMISSION MAIN PROJECT**  
**W. SANTA ANA AVENUE**  
**STA. 60+00.00 TO STA. 70+00.00**  
 SHEET 4 OF 8  
 Packet Pg. 107

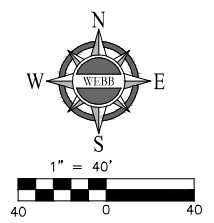
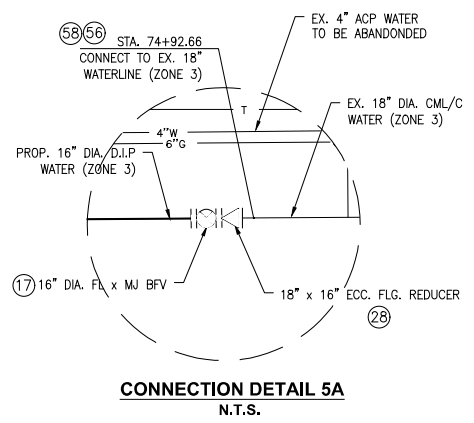
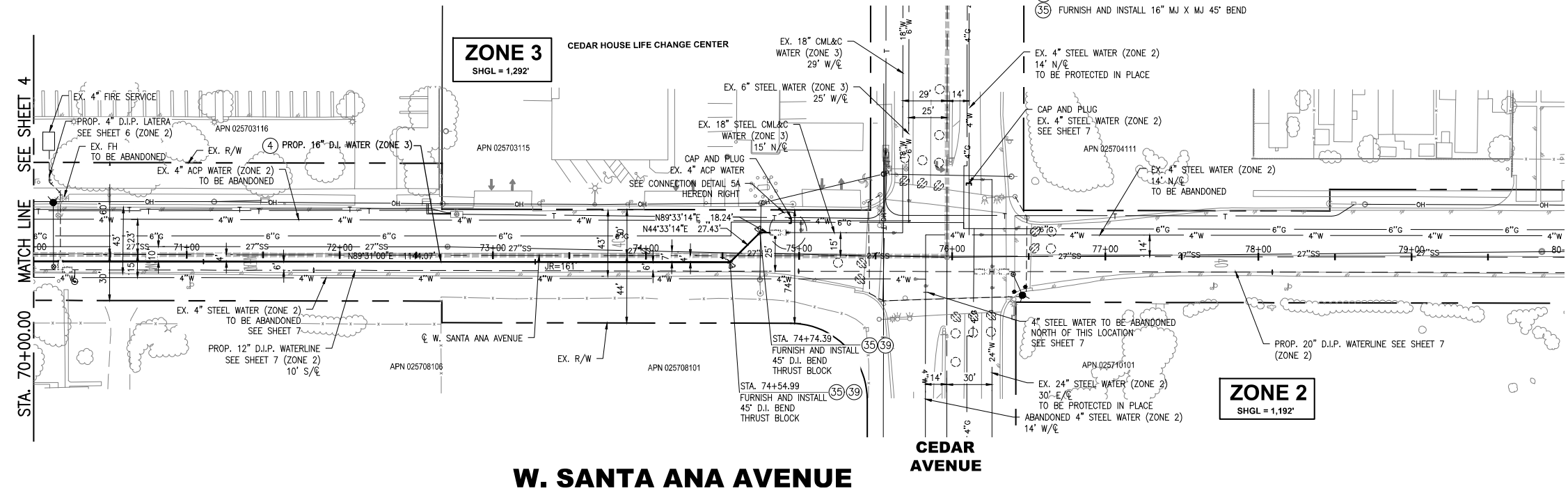


**PROFILE SCALE**  
 VERT: 1 in = 4 ft.  
 HORIZ: 1 in = 40 ft.

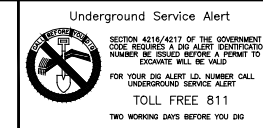
**JOINT RESTRAINT NOTES:**  
 1) USE MEGA-LUGS FOR JOINT RESTRAINT AT FITTINGS.  
 2) USE FIELD-LOK GASKETS FOR JOINT RESTRAINT AT PIPE JOINTS.

**CONSTRUCTION NOTES:**  
 ④ FURNISH AND INSTALL 16" THICKNESS CLASS 50 CEMENT MORTAR LINED DUCTILE IRON PIPE PER WWD STANDARD SPECIFICATIONS  
 ⑬ FURNISH AND INSTALL 16" FL X MJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11  
 ⑳ FURNISH AND INSTALL 16" FL X 18" FL REDUCER  
 ㉓ FURNISH AND INSTALL 16" MJ X MJ 45° BEND  
 ㉔ FURNISH AND INSTALL 16" THICKNESS CLASS 50 CEMENT MORTAR LINED DUCTILE IRON PIPE PER WWD STANDARD SPECIFICATIONS  
 ㉕ REMOVE EX. 4" FLUSH OUT ASSEMBLY AND RESURFACE IN KIND  
 ㉖ REMOVE EX 18" X 4" REDUCER

**NOTES:**  
 1) WARNING: CONTRACTOR SHOULD BE AWARE THAT THERE ARE GAS LINES AND SERVICE LATERALS IN THE AREA THAT MUST BE POT HOLED PRIOR TO INSTALLATION OF THE NEW WATERLINES  
 2) CONTRACTOR SHALL RESTRAIN ALL JOINTS



CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



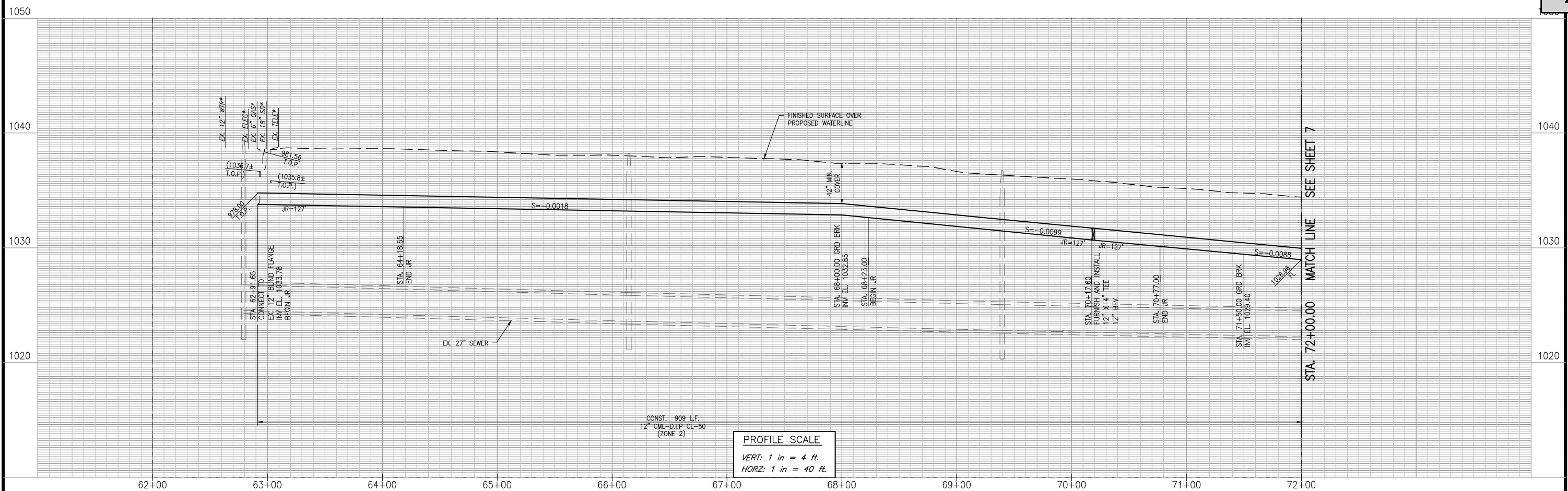
Revision	No.	By	Date	Approval

APPROVED	C60156	10/14/2020			
Designed	E.X.	Checked	S.Z.	Scale:	HORIZ. 1" = 40'
Drawn	E.X.	Job No.	2017-0203	VERT. 1" = 4'	

**ALBERT A. WEBB ASSOCIATES**  
 ENGINEERING CONSULTANTS  
 3768 MCCRAY STREET  
 RIVERSIDE CA. 92506  
 PH. (951) 686-1070  
 FAX (951) 788-1256

**WEST VALLEY WATER DISTRICT**  
**SANTA ANA AVENUE TRANSMISSION MAIN PROJECT**  
**W. SANTA ANA AVENUE STA. 70+00.00 TO STA. 80+00.00**  
 SHEET 5 OF 8  
 Packet Pg. 108

I:\7-0203\Drawings\PlanSheets\17-0203-C-02-WATR.DWG



**PROFILE SCALE**  
 VERT: 1 in = 4 ft.  
 HORIZ: 1 in = 40 ft.

**CONSTRUCTION NOTES:**

- ③ FURNISH AND INSTALL 12" THICKNESS CLASS 50 CEMENT MORTAR LINED DUCTILE IRON PIPE PER WWD STANDARD SPECIFICATIONS
- ⑦ FURNISH AND INSTALL 6" FIRE HYDRANT PER WWD STD. DWG. W-2
- ⑧ FURNISH AND INSTALL 2" AIR RELEASE VALVE PER WWD STD. DWG. W-6B
- ⑩ FURNISH AND INSTALL 12" FL X MJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11
- ⑳ FURNISH AND INSTALL CONCRETE THRUST BLOCKS PER WWD STD. DWG. W-3

**CONSTRUCTION NOTES:**

- ④⑤ FURNISH AND INSTALL 12" MJ X MJ 11.25" BEND
- ⑤① ABANDON EXISTING VALVE AND VALVE BOX, RESURFACE IN KIND
- ⑥⑧ FURNISH AND INSTALL 12" MJ X FL ADAPTOR
- ⑦② ABANDON EXISTING FIRE HYDRANT LATERAL IN PLACE, REMOVE AND DISPOSE OF FIRE HYDRANT HEAD AND BURY AND RESURFACE IN KIND
- ⑦③ FURNISH AND INSTALL 12" X 4" FL X FL TEE
- ⑦⑦ FURNISH AND INSTALL 4" FL X MJ GATE VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11

**CONSTRUCTION NOTES:**

- ⑦⑧ FURNISH AND INSTALL 4" CEMENT MORTAR LINED DUCTILE IRON PIPE PRESSURE CLASS 350 PER WWD STANDARD SPECIFICATIONS
- ⑦⑨ FURNISH AND INSTALL 4" MJ X MJ 45" BEND

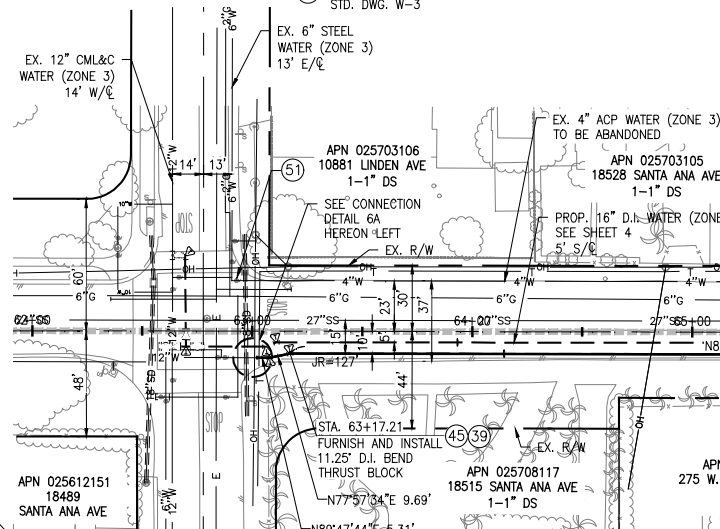
**JOINT RESTRAINT NOTES:**

- 1) USE MEGA-LUGS FOR JOINT RESTRAINT AT FITTINGS.
- 2) USE FIELD-LOK GASKETS FOR JOINT RESTRAINT AT PIPE JOINTS.

**NOTES:**

- 1) WARNING: CONTRACTOR SHOULD BE AWARE THAT THERE ARE GAS LINES AND SERVICE LATERALS IN THE AREA THAT MUST BE POT HOLED PRIOR TO INSTALLATION OF THE NEW WATERLINES
- 2) CONTRACTOR SHALL RESTRAIN ALL JOINTS

**LINDEN AVENUE**

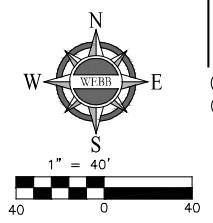
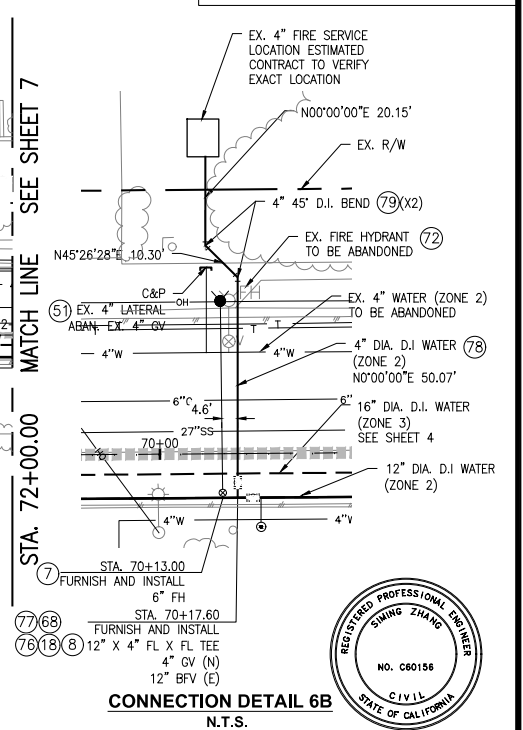
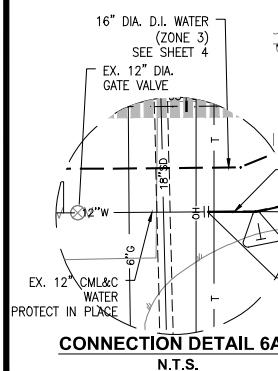


**ZONE 3**  
SHGL = 1,292'

**ZONE 2**  
SHGL = 1,192'

**W. SANTA ANA AVENUE**

**LINDEN AVENUE**



CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



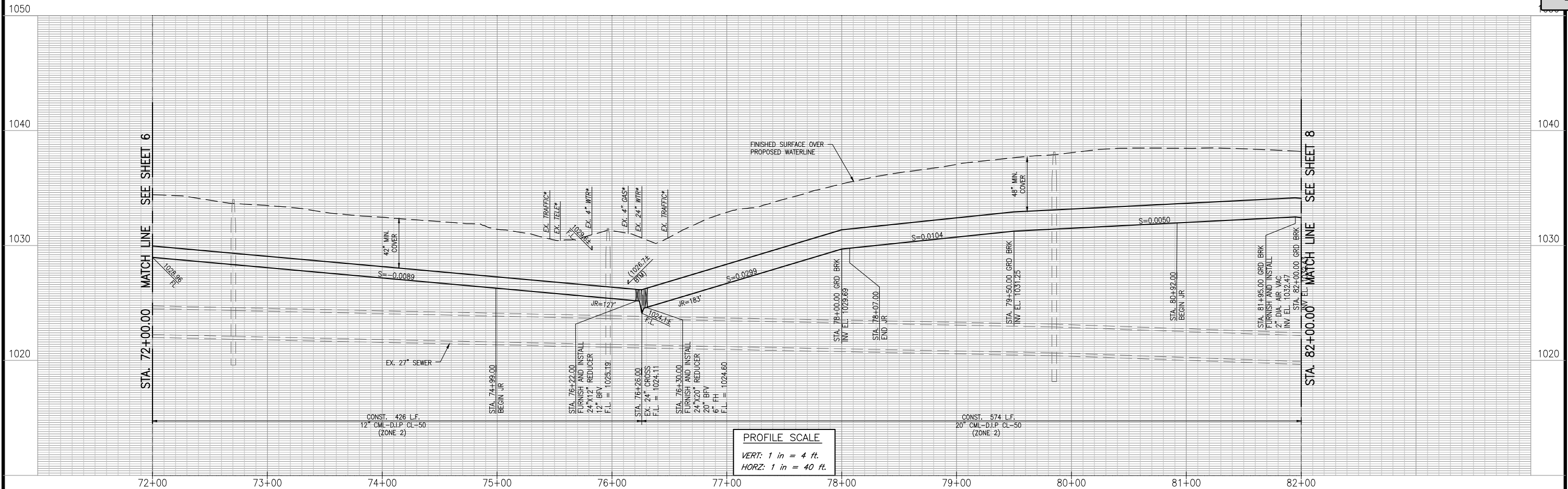
Revision	No.	By	Date	Approval

APPROVED	C60156	10/14/2020
Designed	E.X.	Checked
Drawn	E.X.	Job No.
Scale:	HORIZ. 1" = 40'	VERT. 1" = 4'



**ENGINEERING CONSULTANTS**  
 3788 MCCRAY STREET  
 RIVERSIDE CA. 92506  
 PH. (951) 686-1070  
 FAX (951) 788-1256

**WEST VALLEY WATER DISTRICT**  
**SANTA ANA AVENUE TRANSMISSION MAIN PROJECT**  
**W. SANTA ANA AVENUE STA. 62+00.00 TO STA. 72+00.00**

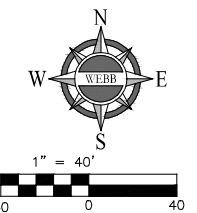
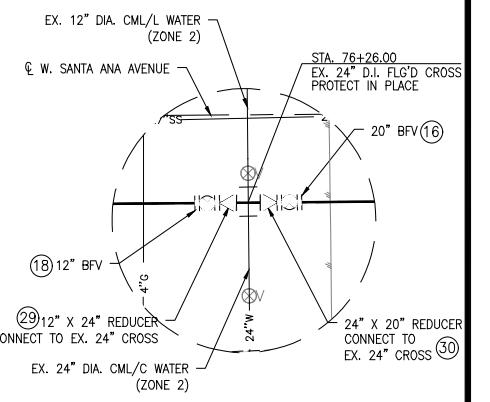
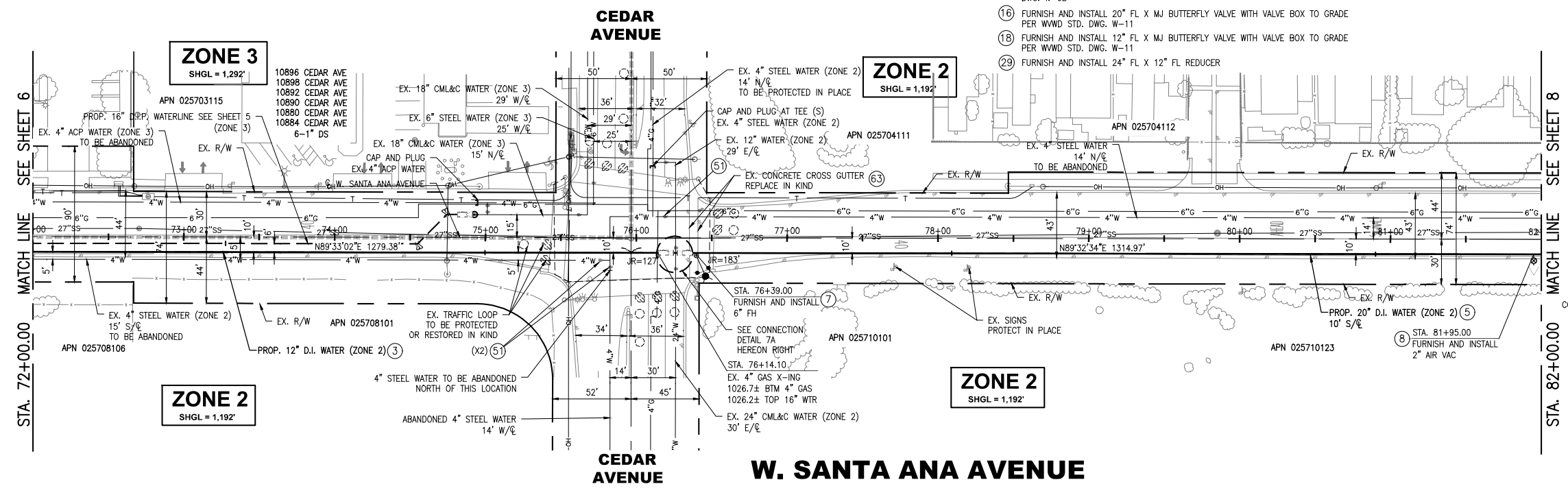


**JOINT RESTRAINT NOTES:**  
 1) USE MEGA-LUGS FOR JOINT RESTRAINT AT FITTINGS.  
 2) USE FIELD-LOK GASKETS FOR JOINT RESTRAINT AT PIPE JOINTS.

- CONSTRUCTION NOTES:**
- (3) FURNISH AND INSTALL 12" THICKNESS CLASS 50 CEMENT MORTAR LINED DUCTILE IRON PIPE PER WWWD STANDARD SPECIFICATIONS
  - (5) FURNISH AND INSTALL 20" THICKNESS CLASS 50 CEMENT MORTAR LINED DUCTILE IRON PIPE PER WWWD STANDARD SPECIFICATIONS
  - (7) FURNISH AND INSTALL 6" FIRE HYDRANT PER WWWD STD. DWG. W-2
  - (8) FURNISH AND INSTALL 2" AIR RELEASE VALVE PER WWWD STD. DWG. W-6B
  - (16) FURNISH AND INSTALL 20" FL X MJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWWD STD. DWG. W-11
  - (18) FURNISH AND INSTALL 12" FL X MJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWWD STD. DWG. W-11
  - (29) FURNISH AND INSTALL 24" FL X 12" FL REDUCER

- (30) FURNISH AND INSTALL 24" FL X 20" FL REDUCER
- (51) ABANDON EXISTING VALVE AND VALVE BOX, RESURFACE IN KIND
- (63) EXISTING CONCRETE GUTTER TO BE PROTECT IN PLACE OR REPLACE PER COUNTY OF SAN BERNARDINO STANDARD

**NOTES:**  
 1) WARNING: CONTRACTOR SHOULD BE AWARE THAT THERE ARE GAS LINES AND SERVICE LATERALS IN THE AREA THAT MUST BE POT HOLED PRIOR TO INSTALLATION OF THE NEW WATERLINES  
 2) CONTRACTOR SHALL RESTRAIN ALL JOINTS



CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



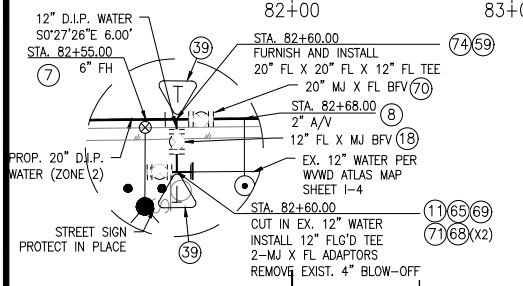
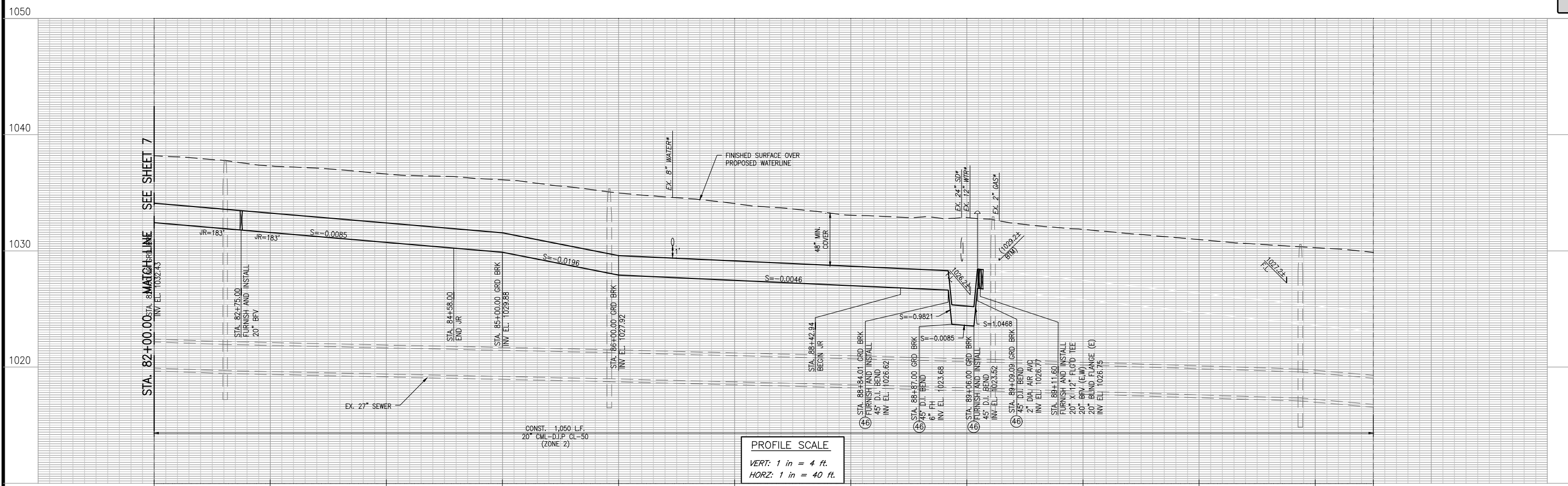
Revision	No.	By	Date	Approval

APPROVED	C60156	10/14/2020		
	RCE			
		Date		
		Date		
Designed	E.X.	Checked	S.Z.	Scale:
Drawn	E.X.	Job No.	2017-0203	HORIZ. 1" = 40'
				VERT. 1" = 4'

**ALBERT A. WEBB ASSOCIATES**  
 ENGINEERING CONSULTANTS  
 3788 MCCRAY STREET  
 RIVERSIDE CA. 92506  
 PH. (951) 686-1070  
 FAX (951) 788-1256

**WEST VALLEY WATER DISTRICT**  
**SANTA ANA AVENUE TRANSMISSION MAIN PROJECT**  
**W. SANTA ANA AVENUE**  
**STA. 72+00.00 TO STA. 82+00.00**

SHEET 7 OF 8  
 Packet Pg. 110



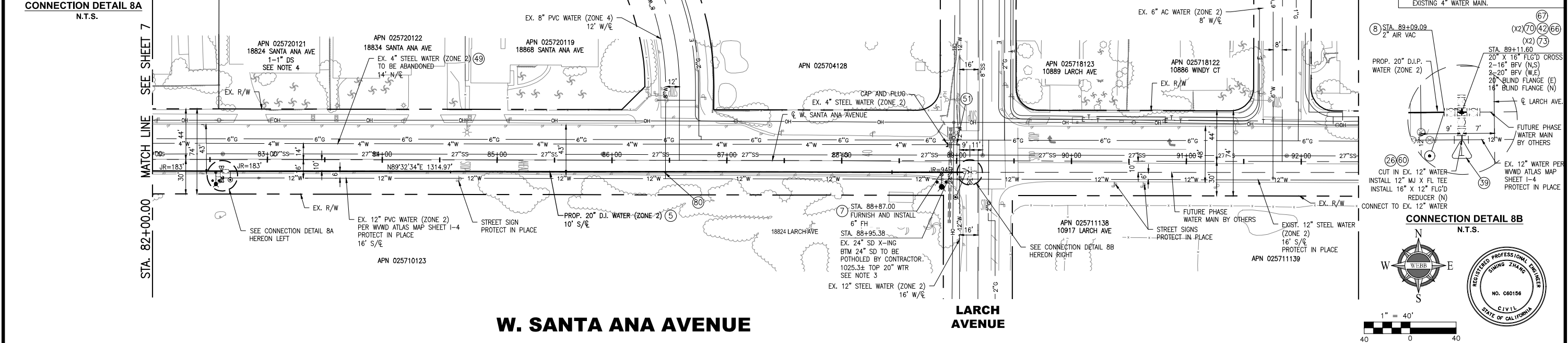
- CONSTRUCTION NOTES:**
- (5) FURNISH AND INSTALL 20" THICKNESS CLASS 50 CEMENT MORTAR LINED DUCTILE IRON PIPE PER WWD STANDARD SPECIFICATIONS
  - (7) FURNISH AND INSTALL 6" FIRE HYDRANT PER WWD STD. DWG. W-2
  - (8) FURNISH AND INSTALL 2" AIR RELEASE VALVE PER WWD STD. DWG. W-6B
  - (11) FURNISH AND INSTALL 12" FLG'D DUCTILE IRON TEE
  - (18) FURNISH AND INSTALL 12" FL X MJ BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11
  - (26) FURNISH AND INSTALL 16" FL X 12" MJ REDUCER
  - (39) FURNISH AND INSTALL CONCRETE THRUST BLOCKS PER WWD STD. DWG. W-3
  - (42) FURNISH AND INSTALL 20" FL X 16" FL DUCTILE IRON CROSS

- (46) FURNISH AND INSTALL 20" MJ X MJ 45° BEND
- (49) EXISTING WATER MAIN TO BE ABANDONED IN PLACE
- (51) ABANDON EXISTING VALVE AND VALVE BOX, RESURFACE IN KIND
- (59) FURNISH AND INSTALL 20" MJ X FL ADAPTOR
- (60) FURNISH AND INSTALL 12" MJ X FL TEE
- (65) FURNISH AND INSTALL 12" BLIND FLANGE
- (66) FURNISH AND INSTALL 20" BLIND FLANGE
- (67) FURNISH AND INSTALL 16" BLIND FLANGE

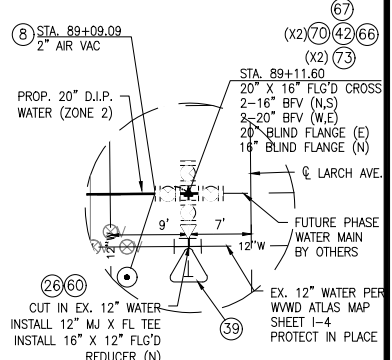
- (68) FURNISH AND INSTALL 12" MJ X FL ADAPTOR
- (69) REMOVE EXISTING BLOW-OFF ASSEMBLY AND RESURFACE IN KIND
- (70) FURNISH AND INSTALL 20" MJ X FL BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11
- (71) FURNISH AND INSTALL 12" FL X FL BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11
- (73) FURNISH AND INSTALL 16" FL X FL BUTTERFLY VALVE WITH VALVE BOX TO GRADE PER WWD STD. DWG. W-11
- (74) FURNISH AND INSTALL 20" FL X 12" FL DUCTILE IRON TEE
- (80) CONTRACTOR SHALL POT HOLE TO VERIFY THE LOCATION AND ELEVATION OF EXISTING 8" WATER AND PROTECT IN PLACE DURING CONSTRUCTION.

- JOINT RESTRAINT NOTES:**
- 1) USE MEGA-LUGS FOR JOINT RESTRAINT AT FITTINGS.
  - 2) USE FIELD-LOK GASKETS FOR JOINT RESTRAINT AT PIPE JOINTS.

- NOTES:**
- 1) WARNING: CONTRACTOR SHOULD BE AWARE THAT THERE ARE GAS LINES AND SERVICE LATERALS IN THE AREA THAT MUST BE POT HOLED PRIOR TO INSTALLATION OF THE NEW WATERLINES
  - 2) CONTRACTOR SHALL RESTRAIN ALL JOINTS
  - 3) CONTRACTOR SHALL CENTER STICK OF PIPE AT CROSSING OF STORM DRAIN AND MAINTAIN MINIMUM ONE-FOOT VERTICAL CLEARANCE TO PROPOSED WATER MAIN.
  - 4) CONTRACTOR SHALL POT HOLE TO VERIFY THE SERVICE LATERAL IS CONNECTED TO THE EXISTING 4" WATER MAIN.

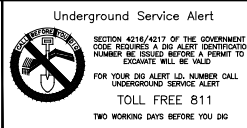


**CONNECTION DETAIL 8A**  
N.T.S.



**CONNECTION DETAIL 8B**  
N.T.S.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



Revision	No.	By	Date	Approval

APPROVED	C60156	10/14/2020		
	RCE	Date		
		Date		
Designed	E.X.	Checked	S.Z.	Scale:
Drawn	E.X.	Job No.	2017-0203	HORIZ: 1" = 40'
				VERT: 1" = 4'

**ALBERT A. WEBB ASSOCIATES**  
ENGINEERING CONSULTANTS  
3768 MCCRAY STREET  
RIVERSIDE CA. 92506  
PH. (951) 686-1070  
FAX (951) 788-1256

**WEST VALLEY WATER DISTRICT**  
**SANTA ANA AVENUE TRANSMISSION MAIN PROJECT**  
**W. SANTA ANA AVENUE**  
**STA. 82+00.00 TO STA. 92+50.00**

SHEET 8 OF 8  
SHEETS

# EXHIBIT B



## TASK ORDER NO. 2

### Construction Management, and Inspection Services

This Task Order (“Task Order”) is executed this 19<sup>th</sup> day of November, 2020 by and between West Valley Water District, a public agency of the State of California (“District”) and Michael Baker International (“Consultant”).

### RECITALS

- A. On or about November 19<sup>th</sup>, 2020 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

By \_\_\_\_\_  
Channing Hawkins, President

By \_\_\_\_\_  
Shamindra Manbahal, Acting General Manager

By \_\_\_\_\_  
Peggy Asche, Board Secretary

**APPROVED AS TO FORM:**

**TALOYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Taloya

**CONSULTANT:**

**MICHAEL BAKER INTERNATIONAL**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT "1"**  
**TO**  
**TASK ORDER NO. 2**  
**SCOPE OF SERVICES**

Construction Management, and Inspection Services per the attached proposal dated November 3, 2020.

**Michael Baker***We Make A Difference***I N T E R N A T I O N A L**

November 3, 2020

Ms. Rosa M. Gutierrez, P.E.  
 Senior Engineer  
 West Valley Water District  
 855 West Baseline Road  
 Rialto, CA 92376

Subject: Proposal for the Construction Management and Inspection Services  
 W17035 Santa Ana Avenue Transmission Main Project Phase 1

Dear Ms. Gutierrez:

Michael Baker International, (Michael Baker) is grateful for the opportunity to submit a Proposal for the Construction Management and Inspection Services W17035 Santa Ana Avenue Transmission Main Project Phase 1. Michael Baker's Construction Management Team is enthusiastic about this opportunity and is ready to begin filling the West Valley Water District's (District's) need right away. Mr. Patrick Hanify, will serve as the Contact Person and Construction Manager/Project Manager. Patrick has 15 years of Engineering and Construction Management experience in the public works and water resources fields.

The Michael Baker Construction Management Team has provided similar Construction Management Services on other WVWD projects such as the Bloomington Area Waterline Replacement Project – Phase 3A and is currently contracted to provide similar services for the Cedar I-10 project. Mr. Patrick Hanify will lead the team as the Project Manager/Construction Manager. He will be supported by Mr. Aaron Singer, as the alternate CM and primary inspector, along with Cooly Smith and Butch Samarzich performing inspection services. Aaron has over 4 years of experience managing complex construction projects, including past projects for WVWD. Cooly Smith and Butch Samarzich have over 40 and 35 years of experience respectively, in the water and wastewater construction and inspection fields.

The construction management effort will be performed from Michael Baker's Ontario Office. Not only is it nearby to the construction site, but Michael Baker (formerly RBF) has had an Ontario office since 2002 and can be ready to provide services immediately, with no mobilization effort. The office contains multiple conference rooms and available workspace for the entire Project team as well as the necessary project meetings that will need to take place throughout the project.

Michael Baker has read the RFP and understands the project and services required. Michael Baker will comply with all terms and conditions. Michael Baker is in compliance with all federal laws relating to affirmative action, drug-free workplace, minimum wage, and lobbying.

Contact: Patrick Hanify  
 Construction/Project Manager  
 (909) 974-4971  
[phanify@mbakerintl.com](mailto:phanify@mbakerintl.com)

Once again, thank you for the opportunity to propose on this critical project. Michael Baker has enjoyed its relationships on past projects with WVWD and look forward to continuing to support WVWD. Please feel free to contact our team should you have any questions on the proposal or desire to negotiate any terms shown on the separate fee schedule.

Sincerely,



Tanya Bilezikjian, PE, QSD/P  
 Vice President  
[tbilezikjian@mbakerintl.com](mailto:tbilezikjian@mbakerintl.com)  
 (Contractual Responsibility)



Patrick Hanify, PE, CCM, T2, D2, QSP/D, CISEC  
 Construction Manager  
[phanify@mbakerintl.com](mailto:phanify@mbakerintl.com)



# 1. Background of the Firm

## Firm Background

Michael Baker International (Michael Baker) is a private company headquartered in Pennsylvania, since 1940. Michael Baker offers a professional staff of nearly 600 employees in California and over 3,500 employees globally. With an annual revenue of more than \$1 billion, we have completed projects in over 90 countries, with over 700 local agencies.

Michael Baker is a full-service consulting firm providing planning, engineering, surveying, and related professional services with staff in our Ontario, Temecula, and Palm Desert offices serving both public agencies and private clients in the Inland Empire for over 20 years. We have expertise in construction management and inspection; water and wastewater engineering; survey and mapping; geographic information technology; transportation planning and engineering; traffic planning and design; civil, structural, and electrical engineering; land development; architecture, environmental planning; land use planning, urban design, and landscape architecture. Composing the best team of professionals is priority to Michael Baker to achieve the District's goal of a successful project. The project will be staffed from our Ontario office which have over 67 engineers, surveyors and planners available to staff support specific project assignments.

The Michael Baker team will provide the District with fully qualified and experienced Construction Management and Inspection staff that will act in the best interest of the District. Our Team will: act as the eyes and ears of the District; strive to ensure that the work is completed per plans, specifications, and local standards, and within the project schedule and budget. We will document the work of the contractor via construction reports and accompanied construction photographs and meet regularly with the contractor to discuss their ongoing commitment to the safety of the public and workers.

Company Overview	
<b>YEAR FOUNDED:</b>	1940
<b>FORM OF ORGANIZATION:</b>	Pennsylvania Corporation Parent Company: Michael Baker International Holdco Corporation – 100% Ownership
<b>LEGAL NAME OF FIRM:</b>	Michael Baker International
<b>OFFICES:</b>	Locally: 9 Nationally: 90
<b>EMPLOYEES:</b>	3,582
<b>SOUTHERN CALIFORNIA OFFICE LOCATIONS:</b>	Camarillo      Palm Desert Carlsbad      San Diego Long Beach    Santa Ana Los Angeles    Temecula Ontario
<b>CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS:</b>	#PW-LR-10000631983. Registration expires 6/30/2021.



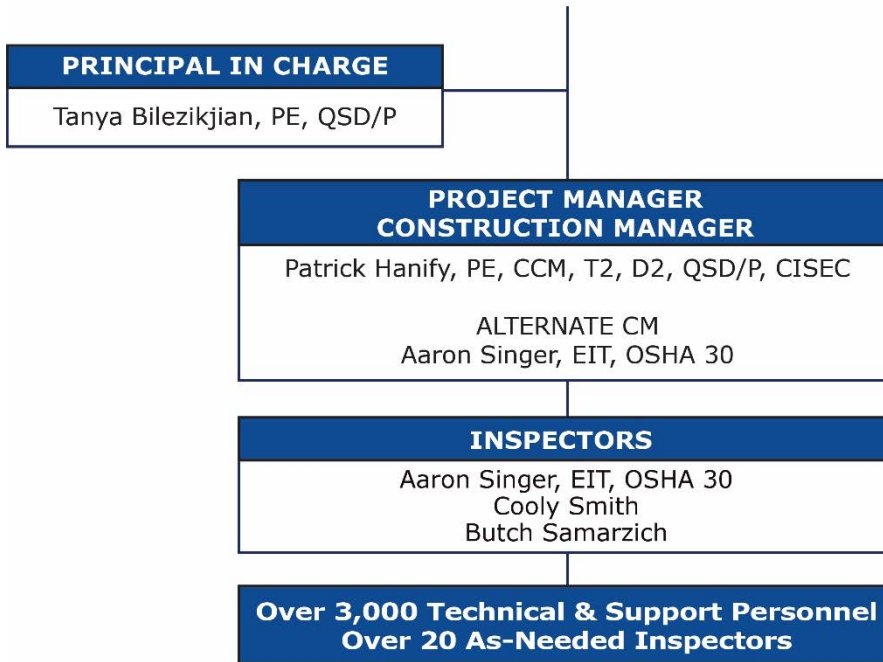
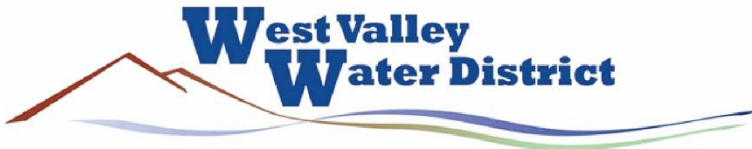


**Project Team**

Michael Baker’s proposed team understands the need to be flexible and highly responsive when executing task order requests. Our goal is to serve as an extension of your team and facilitate project success. Following is an Organization Chart prepared to take advantage of the strengths of our expert staff, while keeping the structure streamlined to maintain efficiency, quality, and accountability. The entire team is based out of Michael Baker’s Ontario office and multiple members have provided similar services to the District’s Bloomington Phase 3A Project. All key staff presented on the Michael Baker Team will be available to the extent proposed for the duration of the project. No person designated as “key” to the project will be removed or replaced without the prior concurrence of the District. Should the project inspector be unavailable due to illness, vacation, etc., they will be replaced by the project CM/FE. This is done to the maximum extent possible to avoid gaps in coverage and ensure staff with knowledge of the project performs this critical task.

Mr. Patrick Hanify, PE, CCM, T2, D2, QSP/D, CISEC will serve as the Construction Manager and be the District’s primary point of contact. Patrick has provided similar services on similar pipeline replacement projects for West Valley and for water utilities throughout Southern California.

**Organization Chart**



**LOCAL. AVAILABLE. RESPONSIVE.**

With a local, committed, and qualified construction manager, we have the right chemistry and know-how to get the job done.



## 2. Statement of Understanding and Approach

### Project Understanding

As identified in the 2020 Water Facilities Master Plan, the buildout of the District's service area includes development outside of the extent of the existing domestic water distribution system. New pipelines are recommended to serve future growth as well as increase the hydraulic reliability of the domestic water distribution system. This project includes replacement of distribution mains, transmission mains, services and valves in the community of Bloomington within Santa Ana Avenue. The transmission mains are needed to improve water circulation for water quality and improved fire flow for the residences in the area. This project includes the construction of two (2) transmission mains along primarily the southern side of Santa Ana Avenue. The new transmission main will replace the existing 4-inch water main serving this area and will be constructed within the street right of way. The construction includes the following:

1. Zone 2 - Installation of new 12-inch diameter ductile iron (DI) water main approximately 1,330 linear feet along Santa Ana Avenue between Linden Avenue and Cedar Avenue, new 20-inch diameter DI water main approximately 1,320 linear feet along Santa Ana Avenue between Cedar and Larch Avenue including tie-in connections, reconnecting service laterals and all necessary appurtenances. Existing water main and laterals to be abandoned. Refer to plans.
2. Zone 3 - Installation of new 12-inch diameter DI water main approximately 40 linear feet along Linden Avenue, new 16-inch diameter DI water main approximately 1,230 linear feet along Santa Ana Avenue between Linden Avenue and Cedar Avenue including tie-in connections, reconnecting service laterals and all necessary appurtenances. Existing water main and laterals to be abandoned.

### Project Approach

Michael Baker will perform comprehensive construction management services throughout the entirety of a project and will provide technical and administrative management services for a project. Michael Baker will provide coordination and oversight of all activities related to the construction of the project, maintain close liaison with WVWD's designated staff, and copy the WVWD staff on all correspondence. Michael Baker will provide professional construction management services including but not limited to Pre-Construction, Construction Management, Records, Construction Reports, and Project Administration in accordance with the requirements of the Scope-of-Work.

**S.L.A.M.**  
 STOP | LOOK | ASSESS | MANAGE



Michael Baker  
 INTERNATIONAL | We Make a Difference

Michael Baker will serve as an extension of the District's staff. Our construction management team has extensive experience overseeing the construction of water infrastructure from the perspective of a public utility. We have the right background to understand and represent the District's interests and work diligently to manage the project budget and construction quality.

### Role of the Construction Management Team

The primary role of your CM team is to represent the District by protecting District's investment, managing the project risks associated with change order costs and potential delays, and guiding the Contractor through the startup and commissioning process to deliver the four typical metrics of every successful project:

1. On Time. Manage the schedule so the project is delivered within the planned timeframe, including any verified extensions, from breaking ground to commissioning.



**Construction Management and Inspection Services**  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**  
**W17035**

2. On Budget. Manage the construction process and change orders to deliver the project within the budget, the planned contingency, and without claims.
3. Quality. Implement a quality assurance process to deliver good workmanship, long-lasting value, and a well-constructed plant Operations staff readily accepts.
4. Safely Built. Deliver the project constructed in a safe manner by the Contractor, with no recordable accidents.

### Managing the Schedule

Schedule is a key driver with any Project. We will diligently work with the District, Designer, and Contractor to identify potential delays before they arise and look to implement schedule reducing strategies. Our team will make sure that the Contractor provides their Look Ahead Schedules. The Look Ahead Schedule will include activity IDs, activity descriptions, and activity float values that correlate to the baseline schedule. Schedule will be updated prior to every progress meeting and communicated to all involved Subcontractors, inspectors, operation, and management staff. Reviewing the monthly schedule update will reflect the Contractor's schedule performance and forecast dates of key activities and milestones. It will also show the critical activities leading to the achievement date of key milestones. Reviewing the schedule with the Contractor will help facilitate practical solutions to enhance the construction schedule, identify issues that could potentially impact the schedule, and mitigate schedule delays when encountered. Our team's experience working with Contractors gives us a unique perspective into the Contractor's scheduling process and will provide valuable insight and practical knowledge to help facilitate proactive solutions to any schedule-related challenges.

### CM Safety Approach

Safety is the priority of our team. The selected Contractors will be responsible for site safety, but our job will be to review and help to oversee the safety procedures developed by the Contractor. Michael Baker's internal SLAM Safety Program will be the centerpoint of our safety approach: Stop, Look, Assess, and Manage risks. Michael Baker's Regional Construction Services Team includes more than 20 Cal-OSHA Certified and safety trained professionals all with an excellent safety record. Safety is our top priority, with the commitment of the Executive Management at Michael Baker, our staff is prepared to monitor construction site safety.

**Safety is Michael Baker's  
#1 Concern**

### Document Control System

Michael Baker utilizes password-protected, web-based, project specific Document Tracking System web-site (BOX.com). The BOX system is available to allow the District, and all project team members, to obtain up-to-date construction management and inspection information including: Plans and Specifications, NPDES Permit and SWPPP Compliance Reporting and Documentation, Daily Reports, Submittals, RFI's, Punch Lists, Materials Tickets and Test Reports, Meeting Minutes, and Images seamlessly 24 hours a day. Use of these technologies allows Michael Baker the ability to perform nearly every conceivable construction management task, efficiently and economically.

Ultimately, our team's overarching role is to make sure the District receives the full value of its investment in the construction contract and the CM oversight.

### Contract Compliance Procedures

Expediting and processing RFIs, submittal reviews, clarifications, change orders, and contract closeout activities are critical to all projects. The best opportunity to control and protect against change orders is during the processing of these documents and prior to the contractor mobilizing to site. Our approach is to review and respond to as many of the RFIs and submittals as possible in the field, before involving the Design/Reviewing Engineer. Clearly there are RFIs that only the Design Engineer can address, and in such cases we will immediately transmit such RFIs to the Design Engineer for review. In our experience, many RFIs can be addressed by simply pointing the General Contractor to the appropriate section of the Contract Documents. Part of our responsibility is to monitor and vet both the RFIs and responses for clarity,





time impacts, scope changes, repeated questions, design intent changes, quality changes, cost changes, contract term changes, criticality, constructibility, response times, owner preferences, and solutions.

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

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

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

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

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

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

The greatest opportunity to drive a project to success comes in the preconstruction phase. Our value to the client and the team comes from our “lessons learned” and our construction management systems to collect and manage information.

**Experience**

<b>2020</b>	<p><b>Construction Management and Inspection for Zone 2 Waterline and Service Relocation in the Bloomington Area, Phase IIIA</b>                      Bloomington, CA  <i>Agency: West Valley Water District</i>                      Cost: \$58,330 (Fee)</p>	<ul style="list-style-type: none"> <li>• Michael Baker provided construction management, construction monitoring, and contract administration services for this \$1.5 million project involving the installation of new 8” mainline, abandonment of existing services and mainline, and relocation of existing service laterals to serve Zone 2, in the Bloomington Area, as part of Phase IIIA. Work consisted of the installation of 5,601 LF of CML&amp;C waterline, 141 relocated service laterals, 14 new Fire Hydrant assemblies, and repaving operations along 10th Street &amp; 11th Street, between Linden Ave. and Locust Ave., and along Maple Ave.</li> </ul>
<b>2019</b>	<p><b>Reservoir 2-3 Construction Management Inspection Services</b>                      Rialto, CA  <i>Agency: West Valley Water District</i>                      Cost: \$74,115 (Fee)</p>	<ul style="list-style-type: none"> <li>• Construction management and inspection services for site improvements to control erosion and to provide effective site drainage</li> <li>• Improvements included a new access road, storm drain piping, and energy dissipation measures</li> <li>• Contract administration, scheduling, RFI submittals, inspection reports, digital photos, progress payments, traffic control, site safety, community relations, and the final punch list</li> </ul>



**Construction Management and Inspection Services**  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**  
**W17035**

2020	<p><b>Warren 4-R Well Replacement Project</b>  San Bernardino, CA  <i>Agency: City of Riverside Public Utilities</i>  <i>Contract Holder: Hillwood Investment</i>  Cost: \$5,680,000 (Construction)</p>	<ul style="list-style-type: none"> <li>• Engineering design and construction management, which included drilling, equipping, and testing of one ground water extraction well,</li> <li>• Installation of discharge and pump-to-waste pipelines to carry raw water to a nearby water main; CML and CMC bypass line; installation of a pre-lube system; abandonment of 12 wells; demolition of 4 wells; electrical improvements; conduits and wiring; and emergency generator connection</li> </ul>
2017	<p><b>Raub 4-R and Raub 5-R Well Replacement Project</b>  San Bernardino, CA  <i>Agency: City of Riverside Public Utilities</i>  <i>Contract Holder: Hillwood Investment</i>  Cost: \$5,680,000 (Construction)</p>	<ul style="list-style-type: none"> <li>• Installation of discharge and pump-to-waste pipelines to carry raw water to a nearby treatment facility and detention pond</li> <li>• Approximately 4,400 linear feet of 12-inch, 20-inch, and 24-inch DIP pipelines; approximately 1,300 linear feet of 20-inch CML and CMC bypass line; installation of a pre-lube system; abandonment of three wells; demolition of two wells; electrical improvements; conduits and wiring; and emergency generator connections at each well</li> </ul>
2017	<p><b>Illinois Street Pipeline Construction Management</b>  Lake Elsinore, CA  <i>Agency: EVMWD</i>  Cost: \$195,529 (Fee)</p>	<ul style="list-style-type: none"> <li>• Michael Baker provided construction management for the Illinois Street Pipeline Project, which consists of replacing the 4-inch pipeline with a new 8-inch PVC pipeline in Illinois Street along with over 5,000 linear feet of additional sections. The project included a road crossing that was accomplished by jacking and boring a 16-inch steel casing under the road. This work required coordination with Cal Trans.</li> </ul>
2014	<p><b>Construction Management and Inspection for Five Design-Build Pipeline Projects</b>  Los Angeles County, CA  <i>Agency: Golden State Water Company</i>  Cost: \$2,650,000 (Construction)</p>	<ul style="list-style-type: none"> <li>• Construction management and construction inspection services for five design-build pipeline projects in residential and commercial sections of the County</li> <li>• Project consisted of the installation of 10,700 linear feet of eight-inch ductile iron distribution pipeline, fire hydrants, and associated water meters, gate valves, and appurtenances to replace and abandon the existing 40- to 85-year-old cast iron pipeline system</li> </ul>
2013	<p><b>Construction Inspection Services, Omnitrans E Street Corridor sbX Project</b>  San Bernardino, CA  <i>Agency: SBMWD</i>  Cost: \$300k (Fee)</p>	<ul style="list-style-type: none"> <li>• Michael Baker provided on-call construction inspection services for utility relocations associated with the Omnitrans E Street Corridor sbX Bus Rapid Transit Project. The project consists of 15.7 miles of a new public bus route utilizing Hospitality Lane, "E" Street, and Kendal Drive within the City of San Bernardino. Construction includes street widening; 16 stations; sbX stops at major activity centers; and relocation of water facilities, including water services and meter, water mains, underground vaults, fire hydrants, and other related items.</li> </ul>

### 3. Scope of Work Distribution of Responsibilities



**Construction Management and Inspection Services**  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**  
**W17035**

The Michael Baker team listed in this proposal understand and can provide all of the scope of services as outlined in the RFP. However, in the interest of brevity we will not describe all the tasks in detail. We understand the services listed in the RFP and the Michael Baker team assigned to this project understands and accepts all of the Scope of Work outlined in the RFP. Michael Baker's team understands that the fundamentals for successful project delivery are the people, processes, and tools.

Michael Baker also acknowledges the following items:

- Michael Baker may not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- Michael Baker may not undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- Michael Baker may not expedite Work for the Contractor.
- Michael Baker may not 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.
- Michael Baker may not advise on or issue directions as to safety precautions and programs in connection with the Work.
- Michael Baker may not authorize the Owner to occupy the Project in whole or in part.
- Michael Baker may not participate in specialized field or laboratory tests.

## Task 1 - Construction Management Services

### A. Schedules

- Michael Baker will review the construction progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor. Michael Baker will consult with the District's Engineer concerning their acceptability. Michael Baker shall advise WWVD of problems and provide suggestions for correcting problems. Michael Baker shall assist in advising affected agencies and the public of schedule changes.

### B. Meetings

- **Pre-Construction Conference** - Michael Baker will attend and document one pre-construction conference. Prepare and distribute agendas and meeting minutes to those in attendance. It is assumed that there will be one (1) two (2)-hour meeting attended by Michael Baker Staff.
- **Progress Meetings** - Michael Baker will plan, organize, attend, and document progress meetings, as-needed, with the Contractor in consultation with the District's Engineer. At a minimum, meeting attendees will review the contractor's look ahead schedule, review status of submittals, requests for information or clarification, and potential change orders, progress payments, and address issues affecting performance of the work. The budget is based on fifteen (15) bi-weekly one (1) hour meetings attended by Michael Baker's Construction Manager and Inspector. Michael Baker assumes these meetings will be conducted at the project site near the current location of the work.

### C. Liaison

- Serve as the District's liaison with the Contractor, working principally through the Contractor's superintendent and assisting him in understanding the intent of the Contract Documents.
- Assist in obtaining additional details or information, when required at the job site for proper execution of the Work.
- Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the District or others, except instructions transmitted through the District's Engineer the Contractor itself.
- Consult with the District's Engineer in advance of required inspections, material tests or start of important phases of the Work. (Tie-ins, service change overs, abandonments, paving)



**Construction Management and Inspection Services**  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**  
**W17035**

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

**D. Shop Drawings**

- Review and approve Shop Drawings per the Drawings and Specifications and District concurrence.
- Advise the District's Engineer and the Contractor or his superintendent immediately of the commencement of any Work requiring a Shop Drawing submission if the submission has not been approved by the District's Engineer.
- Respond to Request for Information (RFIs).
- The budget is based on tracking and routing thirty (30) combined submittals/RFI's, including some re-submittals. This assumes that the contractor will submit materials separately instead of large submittal packages per group. This number is based upon our experience with similar projects.

**E. Review of Work, Rejection of Defective Work, Inspections and Tests**

- Michael Baker will conduct on-site observations of the Work in progress to assist the District's Engineer in determining that the project is proceeding in accordance with the Contract Documents and that completed Work will conform to the requirements of the Contract Documents. Budget is based on nine (9) weekly site visits conducted by our Construction Manager separate from the scheduled progress meetings. These meetings will not be planned in advance with the contractor and will likely be no longer than one (1) hour in duration.
- Milestone on-site observation services serve to review compliance with the contract documents. These milestone observations do not constitute a complete Quality Control inspection program and will be provided to observe periodic, general compliance with the contract documents only.
- Report to the District's Engineer whenever it is believed that any Work is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made; and advise the District's Engineer when they believe the Work should be corrected, rejected, or should be uncovered for observation, or requires special testing or inspection. Michael Baker will consult with the inspection team for recommendations. The correspondence will likely be conveyed through a construction deficiency notice or a quality discrepancy report.
- 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. This will include the compaction tests as required by the Construction Contract.
- 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. It is anticipated that no such visits will occur on this project, however we will assume one (1) such visit may occur.

**F. Interpretation of Contract Documents**

- Transmit to the Contractor the District Engineer's clarifications and interpretations of the Contract Documents.

**G. Modifications**

- Receive, consider, and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the District's Engineer. Perform Change Order Analysis and make recommendations to the District's Engineer.
- Michael Baker shall advise WVWD when changes are needed and assist WVWD with preparation of Change Orders, as needed. We will receive, track, review and provide recommendations regarding all Contractor requests for changes, including whether the changes are warranted.



**Construction Management and Inspection Services**  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**  
**W17035**

- Assumes the review and processing four (4) change order requests.

#### **H. Records**

- Maintain digital orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, and Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the District Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project- related documents.
- Michael Baker will keep a daily log, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. We will provide copies to the District's Engineer. This will be done for the days on-site only and will request this information be included in the third-party inspection reports.
- Michael Baker will maintain a digital record of names, addresses, and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials to the site.
- Michael Baker utilizes "BOX", a state of the art, password-protected, web-based, project specific Document Tracking System (DTS) web-site. This system provides real-time status and instant access for all project team members, to obtain up-to-date, construction management information including: Plans and Specifications, Submittals, RFI's, Punch Lists, Materials Tickets, Progress Payments, Meeting Minutes, and Photographic Images seamlessly, 24 hours a day.
- Michael Baker will maintain logs to file, track, and process correspondence, submittals, RFIs/RFCs, and other documents. Logs will be in Microsoft Excel format. Project correspondence will be conducted via email whenever possible and project documents will be transmitted and stored in digital format. Upon project completion, Michael Baker will provide an electronic copy of the project file database via thumb drive for the District to download.

#### **I. Reports**

- Furnish periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions. The reports are to be accompanied with photographic documentation of project progress. Report and photographs can be submitted in digital format. Reports are due no later than two (2) days following the review of the work performed and shall be submitted to the District's Engineer.
- Consult with the District's Engineer in advance of scheduled major tests, inspection or start of important phases of the work.
- The budget is based on preparing two (2) summary reports, mid project and at project closeout but this information will be discussed and documented during progress meeting.

#### **J. As-builts**

- Review and verify Contractor's redline as-builts and provide the District Engineer with an original hard and scanned copy.

#### **K. Payment Requisitions**

- Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the District's Engineer, noting particularly their relation to the schedule of values. Work completed, and materials and equipment delivered at the site, including final retention, substantially complete and recommended filing of Notice of Completion. Michael Baker will also ensure that payment requests are accompanied with the appropriate releases.
- It is assumed that the CM will be required to review up to six (6) contractor pay applications and that the inspection team will assist with quantities completed to date for each pay application.



**L. Guarantees, Certificates, Maintenance and Operation Manuals**

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

**M. Completion**

- Before the District issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction (punch-list). This will include comparison to preconstruction conditions.
- Conduct a final inspection with the District, District's Engineer, and Contractor. Prepare a final list of items to be corrected.
- Verify that all items on the final list have been corrected to the satisfaction of the District's Engineer.
- Michael Baker will complete all project close-out tasks within 30 days of the filing of the NOC and receipt of the Retention Pay Application.

**Task 2 - Construction Inspection Services**

In addition to working with the Construction Manager and WWVD on the tasks above and noted in the RFP the On-site inspector will also be providing:

- A.** The inspector will be present for the duration of the estimated 150 working day construction contract. The inspector will cover all major aspects of the work which can affect the quality and the long-term performance of the project. The inspector will wear personal protective equipment, including appropriate headgear, footwear and reflectorized vest when on the project site.
- B.** The Inspector will have on the project all necessary equipment, tools, and supplies needed to carry out the required duties. The Construction Inspection Services will include comprehensive observation and inspection. Additionally, the inspector will perform the following tasks as part of their construction inspection services, including:
- Review plans and specifications and other construction related documents.
  - Photograph project prior, during and after construction.
  - Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspection to ensure projects are constructed according to project plans and specifications.
  - Provide continuous inspection of the Work of the Contractor at the site when being performed.
  - Maintain daily logs showing site and weather conditions; traffic control measures taken by the contractors: labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily logs are to be submitted to the Construction Manager upon project completion.
  - Provide accurate measurements of work completed by contractors in accordance with contract documents.
  - Review and evaluate proposed change orders and render recommendations to the Construction Manager.
  - Monitor contractor's compliance with established safety regulations. Observe public safety and convenience. Coordinate with contractor access to adjacent businesses/residents during construction.
  - Review soil compaction and materials testing. Ensure that contractors do not install materials without approved material testing. All failed tests will be noted and corrective measures taken.

Michael Baker Assumes the following:

- The District and/or Contractor will provide construction staking and Survey.
- Labor and Expenses to be billed on a Time and Materials Basis until the project is completed or the budget is expended



Construction Management and Inspection Services  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**  
W17035

- ODC's to be billed at cost +15%
- Contractor to pay for all overtime inspection
- Source Inspection/Witness Testing will be quoted if needed and locations of inspection identified
- Contractor to pay for all processing costs related to submittals beyond the first resubmittal
- Overtime rates will be at the rates x 1.5 and double time x 2.0 provided in Section 7.
- For personnel types not shown, if needed, will be billed at the rates on the standard rate sheet for the year in which the agreement is executed.
- The Estimate does not include Permit Procurement.





## 4. References

Representative Projects	
<p><b>Project Name: Bloomington Area Waterline Replacement Project, Phase 3A</b></p> <p><b>Reference: West Valley Water District</b> 855 West Baseline Road Rialto, CA 92376 <b>Bertha Perez, Associate Engineer</b> 909-875-1804 x 349</p> <p><b>Time Period: 8/19 - 4/20</b></p>	<p><b>Description of Services:</b> Michael Baker provided construction management, construction monitoring, and contract administration services for this \$1.5 million project involving the installation of new 8" mainline, abandonment of existing services and mainline, and relocation of existing service laterals to serve Zone 2, in the Bloomington Area, as part of Phase IIIA. Work consisted of the installation of 5,601 LF of CML&amp;C waterline, 141 relocated service laterals, 14 new Fire Hydrant assemblies, and repaving operations along 10th Street &amp; 11th Street, between Linden Ave. and Locust Ave., and along Maple Ave. Michael Baker was integrally involved in verifying quantities and ensuring quality control; providing community relations and monitoring site safety; coordinating survey; conducting bi-weekly progress meetings and preparing minutes; monitoring project schedules; and preparing and processing control documents.</p>
<p><b>Project Name: Reservoir 2-3 Site Improvements</b></p> <p><b>Reference: West Valley Water District</b> 855 West Baseline Road Rialto, CA 92376 <b>Rosa Gutierrez, Senior Engineer</b> 909-875-1322 x 327</p> <p><b>Time Period: 11/18 – 12/19</b></p>	<p><b>Description of Services:</b> Michael Baker provided Construction Management and Construction Inspection Services to West Valley Water District to reduce site erosion and improve site access. The work consisted removal of an existing hillside spillway and replacement with a new 24" RCP line, Junction box, and dissipator along with a new access road to replace the steep existing dirt access road. The work took place on an exposed rural hillside within a residential area with steep grades and challenging site limitations. Construction management efforts to improve constructability and site inspection efforts allowed for a 17% net credit to the initial contract value and allowed for the District to pursue additional site improvements still under that same initial contract value.</p>
<p><b>Project Name: Warren 4R Well Replacement Project</b></p> <p><b>Reference: Hillwood Properties</b> 901 Via Piemonte, Suite 175 Ontario, CA 91764 <b>Ned Sciotino</b> 909-382-2163</p> <p><b>Time Period: 11/17 – 2/20</b></p>	<p><b>Description of Services:</b> Michael Baker International was retained by Hillwood to provide engineering design and construction management for the Well Replacement Project, which included drilling, equipping, and testing one ground water extraction well, Warren 4R. The project also included installation of discharge and pump-to-waste pipelines for Warren 4R and existing Warren 1, to carry raw water offsite; approximately 2,200 linear feet of 12-inch DIP pipelines; approximately 1,755 linear feet of 24-inch CML and CMC bypass line; installation of a pre-lube system; abandonment of nine wells; demolition of six wells; electrical improvements; conduits and wiring; and an emergency generator connection at the well.</p>
<p><b>Project Name: Eaton Reservoir</b></p> <p><b>Reference: Golden State Water Company</b> 630 East Foothill Boulevard San Dimas, CA 91773 <b>Dennis Ambayec, Capital Program Engineer</b> 818-476-2515</p> <p><b>Time Period: 8/18 – 4/20</b></p>	<p><b>Description of Services:</b> Michael Baker International provided Golden State Water Company construction management, inspection, and contract administration services for a 0.56-million-gallon welded steel water reservoir. The work encompassed erection of the tank and appurtenances as well as chlorination and disinfection, testing and clean-up, and 1,200 linear feet of 16-inch Ductile Iron Pipe, Site Improvements including site grading over 21,000 cubic yards of cut paving and site fencing. Michael Baker also provided contract administration, scheduling, requests for information (RFI) submittals, inspection reports, digital photos, progress payments, site safety, community relations, and the final punch list.</p>





**Construction Management and Inspection Services**  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**  
**W17035**

Representative Projects	
<p><b>Project Name:</b> Rix Wells Retrofit</p> <p><b>Reference:</b> San Bernardino Municipal Water District                      380 East Vanderbilt Way                      San Bernardino, CA 92408  <b>Steve Miller, Director of Water Utility</b>                      909-453-6170</p> <p><b>Time Period:</b> 4/17 – 12/18</p>	<p><b>Description of Services:</b> Michael Baker provided construction management and inspection services for the Regional Tertiary Treatment Rapid Infiltration and Extraction (RIX) Wells Retrofit Project, which constructed one new well; equipped four wells; constructed a DIP pipeline to convey produced well water to the existing RIX site; provided appurtenances, electrical and control systems, power control center and building; installed pre-purchased pumps, motors, and variable frequency drives; installed pre-purchased standby diesel emergency generator; repaired and reconstructed existing improvements affected by the work; and provided incidentals for a complete and usable facility.</p>
<p><b>Project Name:</b> Water Canyon Main Replacement Phase 1</p> <p><b>Reference:</b> City of Banning                      99 E. Ramsey Street                      Banning, CA 92220  <b>Luis Cardenas</b>                      951-922-3143</p> <p><b>Dates of Service:</b> 12/17 – 12/18</p>	<p><b>Description of Services:</b> Michael Baker provided construction management for the Water Canyon Main Replacement Project. Services include cost control, coordinating and tracking multiple contracts and permits, performing inspections, and attending construction meetings. The project’s purpose was to replace aged pipelines and includes the installation of more than 7,000 linear feet of ductile iron pipelines, along with installation of valves, fittings, and appurtenances, connections to existing waterlines, and abandonment of the existing waterline in place. Flushing, pressure testing, disinfection, and Bac-T testing of the waterline was required.</p>



## 5. Additional Information

Each project has its own unique set of critical issues. However, our experience with these types of water capital projects. Here are some key issues that projects such as the one described in the RFP that Michael Baker will resolve prior to them becoming bigger issues or will look to elevate prior to construction.

- Safety, Cost and schedule are always of primary concern. The good news is that early planning and identification of construction challenges and opportunities create additional certainty and security for the budget and schedule.
- Jurisdictional Permitting and Requirements – working with the Cities and the County or other public agencies for permitting and construction requirements is key for any project that occurs outside of WVWD property. The contractor should be made aware during bid time and the jurisdictional requirements including paving, other utilities, noise requirements, dust control requirements and working hours.
- Potholing – ensuring that the contractor potholes not only the tie-in locations but also all utility crossings and notify immediately of any conflict with the proposed alignment or design. Particularly the gas service lines and other items not necessarily identified on the plans.
- Tie-ins – The existing main line including the connections for this project include connecting to the existing mainlines. While WVWD has qualified contractors for handling and installing up to this type of material it is something that should be taken into consideration at all time when working near this type of main.
- In review of the plans and while performing a site visit it appears that the valves and existing condition in the Linden and Santa Ana intersection are as shown in the plan. Careful potholing and investigation should be taken into consideration in this area.
- BMP's – Requiring the contractor to work within the state stormwater permitting process and procedures to ensure WVWD is not held responsible for violations as the LRP. This is a very visible and well-traveled road and maintaining appropriate and required protections will be critical.
- Preconstruction Documentation - Requiring the contractor to provide thorough documentation of preconstruction conditions particularly outside of the Public Right-of-way will be imperative for the contractor to restore in-kind the new water service connection. The documents provided with the proposal may not be detailed enough to protect WVWD from claims either from the Contractor for restorations costs or from customers who feel the restoration is not satisfactory. Requiring Post Construction Documentation can also benefit WVWD and the Contractor from claims brought up after construction has concluded.
- Public convenience – This has specific impacts to this job as we have a mix of residential and commercial properties. As a result, requiring the contractor to provide thorough community outreach for the coordination of their work with the community through written announcements is an essential step to ensure project success. Critical communications should include, water and sewer service connections and interruptions, public street closures, private driveway closures, private property damage claims, private property restoration work, public complaints and Safety information. This is critical for this type of project and having clear language in the contract of the expectations and involvement required of the contractor is critical. Ways that this information can be conveyed to the public can be through project signs and door hangers. The documents provided with typical pipeline projects may not be detailed enough to protect WVWD from claims either from the Contractor for this effort or from customers who are impacted due to the lack of project understanding. The contractor should be prepared to document and investigate public complaints and advise the CM and the WVWD team of concerns and findings.





**Construction Management and Inspection Services**  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**  
**W17035**

- Testing and Disinfection - Requiring the contractor to provide a thorough testing and disinfection plan includes testing pressures, sampling locations, disinfection procedures, injection points, discharge methods, discharge locations.
- Storage of Materials – Projects within the Public Right-of-Way storage of equipment and materials can impact project schedule and costs. The contractor should be made aware during bid time the lack of available area or the Local Jurisdiction’s requirements for material and equipment storage within the Right-of-Way.
- Exercising of Existing Valves – as we learned from the Bloomington project it is recommended that WVWD operations staff exercise the valves that will be needed during tie-in and perform that work early in construction so that if other plans or arrangement need to be considered that it will not impact the project schedule or limit customer outages.
- Cedar Ave Intersection – Michael Baker currently is contracted to provide Design and Construction Management Services for a pipeline replacement on Cedar Ave and while this project will not overlap geographically it could impact in construction timing and are close enough that the project could have impact on each other related to traffic control and water supply
- Public Parking – also observed during our site visit was the number of cars utilizing



### CONTRACTING WITH MICHAEL BAKER

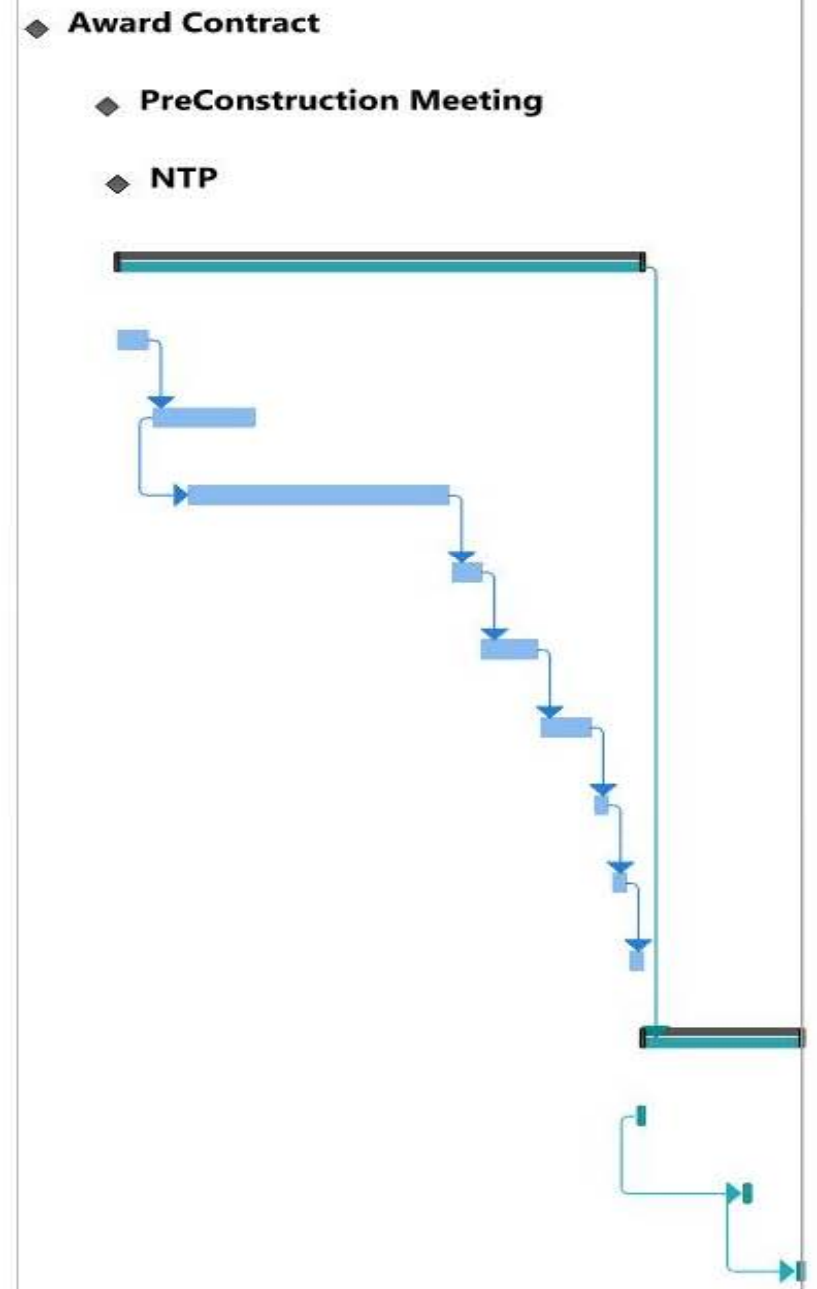
Michael Baker has contracted on thousands of projects over our 80-year history, including on numerous projects with West Valley Water District and is confident in our ability to come to mutually acceptable terms with all of our clientele. We understand it is the desire of the District for the selected bidder to accept the contract as-is. However, we assume that the agreement for this project will be the same as we have previously executed with the District as one was not provided with the RFP, if not, we would respectfully request the opportunity to discuss terms with the District, consistent with our prior master services agreements, purchase orders and single project contracts with West Valley Water District.

### Top 5 Reasons to Select the Michael Baker Team

1. Project Ownership – We are invested in this project and the long-term success of West Valley. This project is in our own backyard, and we want to see it completed successfully.
2. A Plan to Mitigate Risk – We have developed a comprehensive plan to manage risk and have already identified eight key issues, described above.
3. Principal Engagement – Our approach includes regular and meaningful involvement by the team principals to proactively assist in managing staffing levels.
4. A CM Team Builder and Communicator – Patrick Hanify has a history delivering successful projects with West Valley and has managed several pipeline projects designed by Webb and Associates. This continuity with the existing project parties and familiarity with the project allows the Michael Baker team to keep the ball moving with little to no ramp-up time, getting the project off to a good, solid start.
5. As noted above, Michael Baker currently is contracted to provide Design and Construction Management Services for a pipeline replacement on Cedar Ave, the benefit of these project potentially having overlapping construction could allow for efficiencies in inspection and construction management efforts. Meetings can be held on the same day and in back to back fashion and there is potential for the same inspector to inspect both projects due to the proximity of the project locations.

## 6. Project Schedule

ID	Task Name	Duration	Start	Finish	Quarter												
					Nov	Dec	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter	
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	<b>Santa Ana Avenue Transmission Main Project Phase 1</b>	<b>217 days?</b>	<b>Thu 12/10/20</b>	<b>Fri 10/8/21</b>													
2	Award Contract	0 days	Thu 12/10/20	Thu 12/10/20													
3	PreConstruction Meeting	0 days	Thu 1/7/21	Thu 1/7/21													
4	NTP	0 days	Mon 1/11/21	Mon 1/11/21													
5	<b>Construction</b>	<b>150 days</b>	<b>Mon 1/11/21</b>	<b>Fri 8/6/21</b>													
6	Moblize, Video, Potholing, Critical Submit	10 days	Mon 1/11/21	Fri 1/22/21													
7	Material Procurement and Delivery	30 days	Mon 1/25/21	Fri 3/5/21													
8	Installation	75 days	Mon 2/8/21	Fri 5/21/21													
9	Testing	9 days	Mon 5/24/21	Thu 6/3/21													
10	Base Paving	16 days	Fri 6/4/21	Fri 6/25/21													
11	Water services	15 days	Mon 6/28/21	Fri 7/16/21													
12	Final Asphalt	5 days	Mon 7/19/21	Fri 7/23/21													
13	Striping	5 days	Mon 7/26/21	Fri 7/30/21													
14	Final Clean-up	5 days	Mon 8/2/21	Fri 8/6/21													
15	<b>Project Closeout</b>	<b>45 days?</b>	<b>Fri 8/6/21</b>	<b>Fri 10/8/21</b>													
16	Final Payment	1 day	Fri 8/6/21	Fri 8/6/21													
17	Retention Release	1 day	Fri 9/17/21	Fri 9/17/21													
18	Closeout Package Deliver	1 day	Fri 10/8/21	Fri 10/8/21													



## 7. Cost Estimates of Consulting Fee



**West Valley Water District**  
**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**  
**W17035 SANTA ANA AVENUE TRANSMISSION MAIN PROJECT PHASE 1**



TASKS	Approximate Person Hours					Total Est. Hours	Michael Baker Labor Cost	Direct Cost	Total Estimated Fee
	Resident Engineer	Const. Manager	Civil Inspector	Field Engineer	Admin. Asst.				
Rates	\$ 225.00	\$ 178.00	\$ 118.00	\$ 115.00	\$ 70.00				
<b>Task 1 - Construction Manager</b>									
Construction Management	0	220	0	0	80	300	\$ 44,760	\$ 1,700	\$ 46,460
<b>Subtotal Task 1 Amount:</b>	<b>0</b>	<b>220</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>300</b>	<b>\$ 44,760</b>	<b>\$ 1,700</b>	<b>\$ 46,460</b>
<b>Task 2 - Field Observation</b>									
Construction Inspection			1200			1200	\$ 141,600	4,800	\$ 146,400
<b>Subtotal Task 2 Amount:</b>	<b>0</b>	<b>0</b>	<b>1200</b>	<b>0</b>	<b>0</b>	<b>1200</b>	<b>\$ 141,600</b>	<b>\$ 4,800</b>	<b>\$ 146,400</b>
<b>TOTAL FOR TASKS 1-2</b>	<b>0</b>	<b>220</b>	<b>1200</b>	<b>0</b>	<b>80</b>	<b>1500</b>	<b>\$ 186,360.00</b>	<b>\$ 6,500.00</b>	<b>\$ 192,860.00</b>



## 8. Appendix – Project Team Resumes

### Patrick Hanify, PE, QSD/QSP, CCM, T2, D2, LEED AP | Construction Manager

Mr. Hanify has been managing projects for the Michael Baker Construction Management Department. His responsibilities include the processing and reviewing RFIs, CCOs, RFQs, shop drawings and submittals. He also reviews baseline CPM schedules, progress payments and bid documents; upholds code requirements; conducts progress meetings and organize meeting minutes; coordinates daily operations with Contractors; field inspections and materials testing; documentation of projects utilizing record drawings, digital photography, observation reports and quantities; coordinating with various agencies, utilities and residents, ensuring traffic control and site safety; and maintaining public relations. His degree in Engineering coupled with his design experience in public works, water resources and land development projects, provide him with a solid foundation for Construction Management and Inspection work.

#### Experience

##### **Construction Management and Inspection for Zone 2 Waterline and Service Relocation in the Bloomington Area, Phase IIIA, Bloomington, California.**

*West Valley Water District.* Project Manager / Construction Manager. Michael Baker provided construction management, construction monitoring, and contract administration services for this \$1.5 million project involving the installation of new 8" mainline, abandonment of existing services and mainline, and relocation of existing service laterals to serve Zone 2, in the Bloomington Area, as part of Phase IIIA. Work consisted of the installation of 5,601 LF of CML&C waterline, 141 relocated service laterals, 14 new Fire Hydrant assemblies, and repaving operations along 10th Street & 11th Street, between Linden Ave. and Locust Ave., and along Maple Ave. Michael Baker was integrally involved in verifying quantities and ensuring quality control; providing community relations and monitoring site safety; coordinating survey; conducting bi-weekly progress meetings and preparing minutes; monitoring project schedules; and preparing and processing control documents.

**Reservoir 2-3 Site Improvements, Access Road & Storm Drain, Fontana, California.** *West Valley Water District.* Project Manager / Construction Manager. Michael Baker provided construction management and inspection services for site improvements to control erosion and to provide effective site drainage. Improvements included a new access road, storm drain piping, and energy dissipation measures. Michael Baker also provided contract administration, scheduling, requests for information (RFI) submittals, inspection reports, digital photos, progress payments, traffic control, site safety, community relations, and the final punch list.

##### **Golden State Water Company, Various Design/Build Capital Improvement Pipeline Projects, Los Angeles County, California.**

Provided construction management services for the construction of this \$6.2M project that encompassed nine different design-build water main replacement projects throughout Los Angeles County. The construction of these pipelines included 19,000 lf of 8in Main line, 4000lf of 12in main, 570 water services, 50 fire hydrants, and 80 Valves. Duties include conducting preconstruction meeting, conducting weekly project meetings, assist in monthly progress payments and recommendations, RFI coordination, and evaluate change orders and recommendations to the client. Michael Baker's duties included project and construction management, inspection, coordinating with the Design/Build Contractor who will obtain construction permits from the local agency and comply with the permit conditions, coordination with the Operations department to complete the field check review, shut-downs and final job walks, and coordinating the Design/Build Contractor works with the other GSWC departments including the design review and approval by GSWC and signature by the EDC project manager.

*Years with Michael Baker:* 15

*Years with Other Firms:* 0

#### *Degrees*

B.S., 2007, Civil Engineering, Geospatial Option, California State Polytechnic University, Pomona

#### *Licenses/Certifications*

Grade II Water Distribution Operator (D2), California, 2018, 49529

Grade II Water Treatment Operator (T2), California, 2018, 41009

LEED Accredited Professional, 2009  
Professional Engineer - Civil, California, 2012, 79874

Certified Inspector of Sediment & Erosion Control, California, 2012, 0789

Qualified SWPPP Practitioner (QSP), California, 2011, 20942

Certified Construction Manager, 2018, 8612

Qualified SWPPP Developer (QSD), California, 2019, C79874



**Construction Management and Inspection Services**  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**

**W17035**

**Illinois Street Pipeline Construction Management, Lake Elsinore, California. Elsinore Valley Municipal Water District.** Project Manager/Construction Manager. Responsible for billing and invoicing, client and subcontractor coordination, conducting project meetings, change order negotiations/recommendations, construction observation and inspection, submittal, construction schedule, and RFI review. Michael Baker provided construction management for the Illinois Street Pipeline Project, which consists of replacing the 4-inch pipeline with a new 8-inch PVC pipeline in Illinois Street along with over 5,000 linear feet of additional sections. The project included a road crossing that was accomplished by jacking and boring a 16-inch steel casing under the road, 25 replacement water services, 4 new Fire Hydrant assemblies, 3 new blow-off assemblies, 6 new air-vac and repaving operations along. This work required coordination with Cal Trans and the City of Lake Elsinore.

**Water Canyon Main Replacement Phase 1 Project, City of Banning.** Michael Baker International was retained by the City of Banning, to provide Construction Management for the Water Canyon Main Replacement Project to replace aged pipelines. The City separately purchased the pipe to be installed during construction. This project included installation of over 7,000lf of Ductile Iron pipelines, along with installation of valves, fittings, and appurtenances, connections to existing waterlines and abandonment of the existing waterline in place. Flushing, pressure testing. Disinfection and Bac-T testing of waterline was required. Mr. Hanify worked as the Construction Manager for the Water Canyon Project that included conducting weekly project meetings, review and processing submittals and RFI's, construction observation, monthly progress payment recommendations, evaluate change orders and submit recommendations to the City, preparation of project records and close-out documents, schedule review, coordinate meeting minutes, process job control documents.

**Hillwood - Raub 4-R & Raub 5-R Well Replacement Project, San Bernardino, California.** Michael Baker provided Construction Management for the Well Replacement project that included the drilling, equipping and testing of the two ground water extraction wells Raub 4-R & 5-R. Work included Installation of discharge and pump-to-waste pipelines for Raub 4-R, Raub 5-R, and existing Raub 7, well pre-lube systems, abandonment of 3 wells and Demo of two 2 wells. Constructed approximately 4,400 linear feet of 12", 20" and 24" DIP pipelines, approximately 1,300 linear feet of 20" CML&CMC bypass line, conduits and equipment which are to handle or carry raw water to a nearby treatment facility. Mr. Hanify worked as the Construction Manager on this project that included conducting Project meetings, review submittals & RFI's, construction observation, monthly progress payment recommendations, evaluate change orders and submit recommendations to Hillwood, preparation of project records and close-out documents, schedule review, prepare, and distribute minutes to designees, process job control documents.

**Mojave Water Agency Regional Recharge and Recovery (R3) Project, Victor Valley, California. Mojave Water Agency.** Construction Manager. Responsible for construction management. Michael Baker provided engineering services to the Mojave Water Agency for the Regional Recharge and Recovery (R3) Project, a high profile water supply project in San Bernardino County. The project will ultimately recharge up to 40,000 acre-feet per year of State Water Project water into the Upper Mojave River flood plain, and will include the construction of up to 22 extraction recovery wells, three reservoirs, a 25,000 gpm pump station, and a fully integrated conveyance system to deliver water to a variety of retail agencies in the High Desert. The Phase I project included construction of six wells to extract up to 15,000 acre-ft per year, over 16 miles of 12-inch to 48-inch diameter pipe, a 2.65 MG welded steel reservoir, a flow control and recharge facility with 40,000 gpm capacity and up to 235 psi pressure drop, a pump station sized for 25,000 gpm with pumps installed to provide 15,000 gpm, and four turnout flow control facilities for delivering the water to member agencies.

**Euclid Avenue Median Irrigation Pump Station Recycled Water Improvements, Ontario, California. Ontario Municipal Utility Company.** Project Manager/Inspector. Michael Baker provided inspection services for the first project City's new backbone recycled water distribution system. The system includes over 4,200 linear feet of 6-inch recycled water PVC pipeline; a new irrigation system booster pump to irrigate the Euclid Avenue center median; a new recycled water booster pump station required to deliver recycled water from Inland Empire Utilities Agency's 1059 zone to the City's new recycled water distribution high zone.



Construction Management and Inspection Services  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**  
W17035

**Tanya Bilezikjian, PE, QSD/QSP | Principal In Charge**

Ms. Bilezikjian works with a variety of clients to develop and manage Storm Water and NPDES programs throughout Southern California. Her client-focused approach has led to successful project outcomes and long-term client-consultant relationships, earning her the prized role of Trusted Advisor to her clients. She has direct experience managing large programs, negotiating permit language with State and Regional Water Boards, preparing complex individual NPDES permit applications, developing and delivering trainings, authoring program guidance documents, planning and identifying common sense solutions and improvements to both site-specific and program level challenges. Ms. Bilezikjian has focused her career on transportation agencies, utilities, and other government agencies, having managed multi-million dollar contracts for Caltrans, Southern California Edison, CA State Parks, and others. Ms. Bilezikjian has managed large teams in support of these projects, including both Michael Baker team members and multiple subconsultants, on multiple simultaneous task orders.

**Experience**

**MWD As-Needed Environmental Services for Wastewater and Storm Water, Southern California, California.** *Metropolitan Water District.* Project Manager. Responsible for project management. Michael Baker conducted a review of the client's compliance with stormwater and wastewater requirements. Michael Baker audited ten NPDES permits and all the associated sampling and monitoring reports going back five years. Michael Baker also developed a summary report identifying the areas of deficiency regarding permit provisions and sampling and reporting requirements and developed a comprehensive permit reporting deadline and renewal table. Michael Baker performed a site visit and best management practice evaluation for the draining of the Palos Verdes Reservoir and assisted with stormwater compliance during significant construction activities at the Weymouth Treatment plant.

**Santa Margarita Water District (SMWD) Middle Chiquita Canyon Water Facilities, Orange County, California.** *Santa Margarita Water District.* Engineering Technician. Responsible for SWPPP. Michael Baker provided preliminary and final design services for a total of approximately 23,200 linear feet (LF) of domestic and recycled water transmission mains, two 2.0 million gallon (MG) domestic water reservoirs, and one 4.0 MG recycled water reservoir, which serve the Rancho Mission Viejo Company's Sendero and Esencia Developments. The project also included: alternative pipeline alignment analysis for routes through environmentally sensitive areas and agricultural areas; grading phasing analysis; and coordination with the Rancho Mission Viejo Company, California Department of Public Health, San Diego Gas and Electric, and the California Department of Fish and Wildlife.

*Years with Michael Baker:* 14

*Years with Other Firms:* 4

**Degrees**

M.S., 2001, Civil Engineering/Environmental, University of California, Irvine

B.S., 1999, Chemical Engineering, University of California, Irvine

**Licenses/Certifications**

Construction General Permit Trainer of Record, California, 2010

Qualified SWPPP Developer (QSD), California, 2010, 00072

Qualified SWPPP Practitioner (QSP), California, 2010, 00072

Professional Engineer - Civil, California, 2008, 72119

Envision Sustainability Professional, 2019, 29797





Construction Management and Inspection Services  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**

W17035

**Aaron Singer, EIT, OSHA 30 | Alternate Construction Manager, Field Engineer, Inspector**

Mr. Singer has been assisting with project management for Michael Baker Construction Management Department. His responsibilities include support with processing and in reviewing RFI's, CCO's, RFQ's, shop drawings and submittals. His work outside of Michael Baker providing design and field support in the commercial construction, transportation, and land development sectors has prepared him with a solid foundation for Construction Management and Inspection work.

*Years with Michael Baker: 2*

*Years with Other Firms: 3*

**Degrees**

B.S.C.E., 2016, Civil Engineering, California Baptist University

**Licenses/Certifications**

Engineer-In-Training, California, 2015, 156752

Passed 8-Hr National PE Exam

**Experience**

**Construction Management and Inspection for Zone 2 Waterline and Service Relocation in the Bloomington Area, Phase IIIA, Bloomington, California.** *West Valley Water District. Assistant Construction Manager/*

*Field Engineer.* Michael Baker provided construction management, construction monitoring, and contract administration services for this \$1.5 million project involving the installation of new 8" mainline, abandonment of existing services and mainline, and relocation of existing service laterals to serve Zone 2, in the Bloomington Area, as part of Phase IIIA. Work consisted of the installation of 5,601 LF of CML&C waterline, 141 relocated service laterals, 14 new Fire Hydrant assemblies, and repaving operations along 10th Street & 11th Street, between Linden Ave. and Locust Ave., and along Maple Ave. Michael Baker was integrally involved in verifying quantities and ensuring quality control; providing community relations and monitoring site safety; coordinating survey; conducting bi-weekly progress meetings and preparing minutes; monitoring project schedules; and preparing and processing control documents.

**Reservoir 2-3 Site Improvements.** *West Valley Water District. Assistant Construction Manager/ Primary Construction Inspector.* Michael Baker provided construction management and inspection services to West Valley Water District to manage site improvements for a reservoir. The work consisted of removal of an existing hillside spillway and replacement with a new 24" RCP line, Junction box, and dissipator, new AC access road, cut-off wall, curb and gutter, and site fencing.

**Warren 4R Well Replacement Project.** *Hillwood Development Group. Assistant Construction Manager.* Responsible for assisting project manager with pre-construction meeting agendas minutes, assisting review and tracking of contractor's submittals, logging RFIs, observing construction, assisting with monthly progress payments and tracking, assisting review of change orders and processing documentation for Golden State Water Company, preparing project records and close-out documents, scheduling review, preparing and distribute minutes to designees, processing job control documents, and construction inspection. Michael Baker provided Construction Management for the Well Replacement project that included the drilling, equipping and testing of a ground water extraction well, well pre-lube systems, pump-to-waste line, utility Tie-in, and site development which included a Rollapart Structure and concrete building pad with concrete pump head, electrical housekeeping pads and cabinetry which included an SCE Transformer, removable bollards, access driveway, and site security fencing.

**On-Call Plan Check and Inspection Services,** San Bernardino, California. *San Bernardino Municipal Water Department. Construction Inspector/Assistant Construction Manager.* Responsible for Construction Inspection and Inspection Scheduling Support. Michael Baker provided On-Call Construction Inspection Services to the City of San Bernardino Municipal Water Department for Gateway South Building 5, a private commercial development, and Arrowhead Grove, another private development. Construction activities included the installation of a 12" DIP water line and commercial water services along with new sewer pipe main line, laterals, and structures.



**Construction Management and Inspection Services**  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**  
**W17035**

## Cooly Smith | Inspector

Mr. Cooly brings 30 years of experience in the construction and inspection of water, recycled water, sewer and public works projects. His career has progressed steadily from an operations and maintenance worker, to, construction observer and construction inspector. His experience covers a wide array of projects.

### Experience

**Vail Lake Native Vegetation Restoration RCWD, Temecula, California.** Site Inspector for this native vegetation restoration of wetland and non-wetland waters of the United States as a result of installation of 14,000 lineal feet of a 48-inch pipeline to comply with mitigation requirements pursuant to Section 404 of the Federal Clean Water Act and Section 1600 et seq. of the California Fish and Game Code. Duties included inspection, preparing daily reports, coordinate with materials testing consultant, job photos, quality assurance, coordinate with maintenance and operations departments.

**Vail Lake Transmission Main and Pump Station, Rancho California Water District (RCWD), Temecula, California.** Inspection supervisor for this installation of 14,000 lineal feet of 48-inch CML & C pipeline and construction of a booster station capable of pumping 80 cfm of raw water to the District Vail Lake facilities for a cost of approximately \$6 million. Duties included oversight of inspection staff, review daily reports, manage materials testing consultant, review project submittals, RFI's, correspondence, change orders, and monthly progress payments.

**Hillside Trail Sewer Relocation at Bear Creek, Murrieta, CA** – Supervising Construction Inspector responsible for a 300-foot relocation of sewer pipe and construction of two new manholes. Oversight of inspection activities, development of daily reports with photographic record detailing the workers, equipment, activities, and material incorporated. Provided utility coordination, coordination of materials testing, geotechnical, and other specialty inspection consultants. Reclamation Pond No. 5 Project, RCWD, Temecula, California - Supervising Construction Inspector for this \$8 million Recycled Pond project. The project features include 1.5 million cubic yards of grading, construction of new pond number 5 and relining other ponds with new foundation and membrane, drainage structures, connection piping systems and controls, road construction, landscaping and irrigation. Duties include daily reports with photographic records, detailing the workers, equipment, activities and material incorporated into the project each day. Duties also include utility coordination, coordination of materials testing, geotechnical and other specialty inspection consultants.

**District Headquarters and Senga Doherty Pump Station Solar Power Project, RCWD, Temecula, CA.** Inspection Supervisor responsible for installation of 1.0 MW and a 0.5MW Photovoltaic System. Oversight of inspection staff, reviewed daily reports, managed materials testing consultants, reviewed project submittals, RFIs, correspondence, change orders, and monthly progress payments.

**Soboba Casino Storage Reservoir, Soboba Band of Luiseno Indians, San Jacinto, CA** – Senior Construction Inspector during the construction of the Tribes 1MG welded steel reservoir. The tank was designed to provide adequate capacity to serve the additional demand that the newly constructed casino would place on the tribe's water system. Cooly provided inspection during the entire project term including grading, ring pour, sand placement, welding, and performed coating inspections.

*Years' Experience CM and Inspection: 22*  
*Years' Experience with Operations and Maintenance of Water Utilities: 10*

#### Training

Water Distribution D-3,

State of CA DHS

Water Treatment T-1,

State of CA DHS

Certified Backflow Tester, AWWA

Coating Inspector Level 1, NACE

NASSCO Cured in Place

Pipe CIPP 911-0643

Concrete Field Testing Technician

Grade 1, ACI

Recycled Water Site Confined space training



Construction Management and Inspection Services  
**Santa Ana Avenue Transmission Main**  
**Project Phase 1**  
W17035

## Robert “Butch” Samarzich | Inspector - Alternate

Mr. Samarzich has more than 37 years of experience on a wide variety of construction projects in both the public and private sector. He has an exceptional background in project management and field operations and has been responsible for site construction, including ensuring compliance with plans and specifications, coordinating subcontractors, and confirming all materials are in conformance with the project specifications and approved submittals. He has traveled throughout the United States working on numerous construction projects, supervising employees and ensuring successful project delivery. His experience encompasses grading for site development, water and sewer pipelines, coordinating with all public works stakeholders, and timely progress reporting. Mr. Samarzich’s typical duties include performing construction inspection, administering contract documents; upholding code requirements; attending weekly progress meetings; coordinating with agencies, designers, utility companies, material testers, and surveyors; verifying quantities and quality assurance; monitoring the Contractor’s construction schedule, permit compliance, traffic control plan, and safety plan; and maintaining public relations.

*Years with Michael Baker:* 2

*Years with Other Firms:* 35

### *Training*

Safety Training

## Experience

**Gerald Desmond Bridge Replacement Project, S. Pico Avenue 20”, 24”, & 30” Water Transmission Main 300J, Long Beach, California.** Construction Inspector. As part of our on-call services agreement, Michael Baker was selected by the LBWD to provide construction inspection services for this pipeline relocation project necessitated by the construction of the New Gerald Desmond Bridge in Long Beach. The work involved 100 LF of 24”, 282 LF of 20”, and 22 LF of 30” CML&C steel pipeline, butterfly valves, buttstraps, connections, blow-off’s, and night work. Michael Baker’s duties encompassed: providing construction inspection and contract administration; verifying quantities and ensuring quality control; monitoring the Contractor’s safety plan; observing water knife potholing, pressure testing, chlorination, flushing, and Bac-T testing; and preparing daily construction reports, digital photos, and the punch list.

**Eaton Kiowa Waalew Pump Station and Reservoirs.** Construction Inspector. Michael Baker provided construction management and inspection services to the Golden State Water Company.

**Well Automation and Rehabilitation Project No. MC 2101, Costa Mesa, California.** Construction Inspector. Michael Baker provided construction management and inspection services to the Mesa Water District for this \$10,488,500 comprehensive upgrade of all 5 of the District’s clear water wells. The work included well rehabilitation and cleaning; SCADA upgrades, chemical system replacement; Arc Flash & electrical safety survey implementation; ozone treatment system and UV tower abandonment; and electrical, mechanical, structural, maintenance, and security upgrades.

**On-Call Plan Check and Inspection Services, San Bernardino, California.** *San Bernardino Municipal Water Department.* Construction Inspector. Responsible for Construction Inspection. Michael Baker provided On-Call Construction Inspection Services to the City of San Bernardino Municipal Water Department for Gateway South Building 5, a private commercial development, and Arrowhead Grove, another private development. Construction activities included the installation of a 12” DIP water line and commercial water services along with new sewer pipe main line, laterals, and structures.

**EXHIBIT "2"**  
**TO**  
**TASK ORDER NO. 2**  
**COMPENSATION**

The fee estimated for Construction Management, and Inspection Services for the Santa Ana Avenue Transmission Main Phase I is **\$355,884.00**.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
Task 1 – Construction Manager		
	Construction Management	\$46,460.00
Task 2 – Field Observation		
	Construction Inspection	\$ 146,400.00
	<b>Total Cost</b>	<b>\$192,860.00</b>

# EXHIBIT "3"

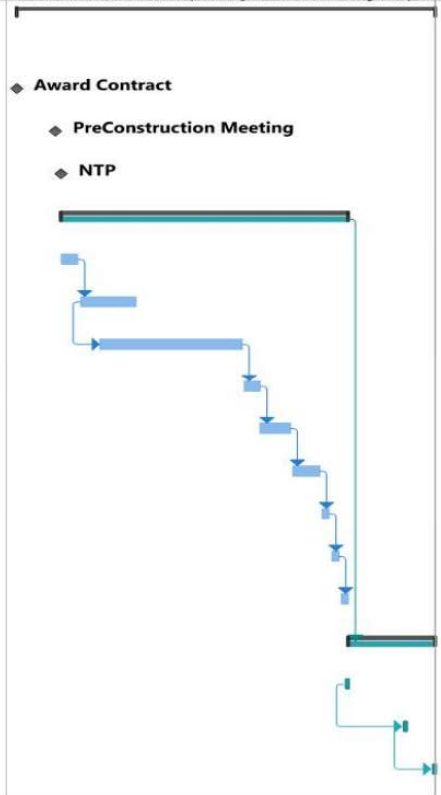
## TO

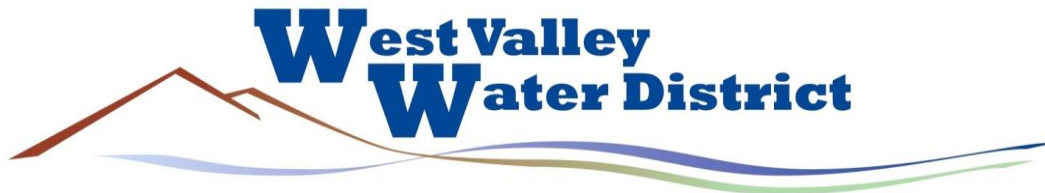
## TASK ORDER NO. 2

## SCHEDULE

The tentative schedule for the Construction Management and Inspection Services Santa Ana Avenue Transmission Main Project Phase I:

ID	Task Name	Duration	Start	Finish	Quarter	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter	
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1	<b>Santa Ana Avenue Transmission Main Project Phase 1</b>	<b>217 days?</b>	<b>Thu 12/10/20</b>	<b>Fri 10/8/21</b>												
2	Award Contract	0 days	Thu 12/10/20	Thu 12/10/20												
3	PreConstruction Meeting	0 days	Thu 1/7/21	Thu 1/7/21												
4	NTP	0 days	Mon 1/11/21	Mon 1/11/21												
5	<b>Construction</b>	<b>150 days</b>	<b>Mon 1/11/21</b>	<b>Fri 8/6/21</b>												
6	Moblize, Video, Potholing, Critical Submit	10 days	Mon 1/11/21	Fri 1/22/21												
7	Material Procurement and Delivery	30 days	Mon 1/25/21	Fri 3/5/21												
8	Installation	75 days	Mon 2/8/21	Fri 5/21/21												
9	Testing	9 days	Mon 5/24/21	Thu 6/3/21												
10	Base Paving	16 days	Fri 6/4/21	Fri 6/25/21												
11	Water services	15 days	Mon 6/28/21	Fri 7/16/21												
12	Final Asphalt	5 days	Mon 7/19/21	Fri 7/23/21												
13	Striping	5 days	Mon 7/26/21	Fri 7/30/21												
14	Final Clean-up	5 days	Mon 8/2/21	Fri 8/6/21												
15	<b>Project Closeout</b>	<b>45 days?</b>	<b>Fri 8/6/21</b>	<b>Fri 10/8/21</b>												
16	Final Payment	1 day	Fri 8/6/21	Fri 8/6/21												
17	Retention Release	1 day	Fri 9/17/21	Fri 9/17/21												
18	Closeout Package Deliver	1 day	Fri 10/8/21	Fri 10/8/21												





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** December 17, 2020  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** APPROVE TASK ORDER NO. 3 WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC. FOR THE PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION BID DOCUMENTS FOR THE MODIFICATIONS OF ZONE 8-3 RESERVOIR PROJECT

---

**BACKGROUND:**

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

Pressure Zone 8 is the northernmost zone in the District’s Northern System and is generally north of Glen Helen Parkway, with Sierra Avenue and Clearwater Parkway serving as the western and eastern boundaries respectively. Storage is provided by R8-1 and R8-2 Reservoirs.

The construction of new Zone 8-3 Reservoir is required in order to provide additional capacity for buildout development within Pressure Zone 8 and is needed to supply water to existing and anticipated development in the Lytle Creek area. Zone 8-3 Reservoir will provide surplus storage capacity to meet growing storage requirements as development continues and projected to occur in Pressure Zone 8.

**DISCUSSION:**

The District is in the process of purchasing APN 0239-041-23 which is the property adjacent to the District’s Zone 8 Reservoir site and is a portion of the access road to the reservoir. It will require improvements to the access road which will facilitate construction of the new reservoir. Engineering Resources of Southern California, Inc. (“ERSC”) originally designed the construction plans of the Zone 8-3 Reservoir in 2008 but the reservoir was not constructed due to lack of funds. District staff requested a quote from ERSC for the Modifications of W19008 Zone 8-3 Reservoir Project (“Project”) to move forward with the design of the project. As indicated in the proposal, ERSC identified additional work required to revise and update the design, meet current AWWA standards, Cal-OSHA, and other necessary updates due to change in codes and regulations. The professional services provided by ERSC are necessary and will include grading design, improvements to the access road, drainage, plans and specifications. **Table 1 – Engineering Fee**

**Estimate** shown below identifies the additional work. Attached as **Exhibit A** is the Task Order No. 3 with ERSC which includes the submitted Proposal.

**Table 1 – Engineering Fee Estimate**

Description	Cost
Task 1 - Research & Kick-Off Planning Effort	\$4,000.00
Task 2 - Grading, Drainage & Access Road Plans (50% Design)	\$54,500.00
Task 2.a. Retaining Wall (Optional)	\$6,500.00
Task 3 - Electrical Service & System	\$23,000.00
Task 4 - Plans & Specifications (90% & 100% Design)	\$24,000.00
Task 5 - Project Management & Coordination	\$6,500.00
Task 6. Bidding Phase Assistance (Optional)	\$4,200.00
Total Base	\$112,000.00
Total Optional Fee	\$10,700.00
Total Fee	\$122,700.00

ERSC is a distinguished Consulting Firm which the District has used its Professional Engineering services for the past 25 years. A copy of the single source justification is included in **Exhibit B**.

**FISCAL IMPACT:**

The cost to complete the construction bid documents for the Modifications of W19008 Zone 8-3 Reservoir Project as proposed by ERSC is \$122,700.00. This project is included in the Fiscal Year 2020/21 Capital Improvement Budget under the W19008 Zone 8-3 Reservoir. The project has an available budget of \$3,747,045.25. Sufficient funds are available in the project budget. A summary of the available funds is as follows:

CIP FY 2020-2021 Project Name	Current Budget	Design Cost	Remaining Budget
W19008 Zone 8-3 Reservoir	\$3,747,045.25	\$122,700.00	\$3,624,345.25

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve moving forward with Task Order No. 3 with ERSC for the Modifications of W19008 Zone 8-3 Reservoir Project as proposed by ERSC in a not-to-exceed amount of \$122,700.00 and authorize the General Manager to execute the necessary documents.

BP:pa

**ATTACHMENT(S):**

1. Exhibit A - Task Order No. 3 with ERSC
2. Exhibit B - Single Source Justification

**MEETING HISTORY:**

12/09/20      Engineering, Operations and Planning Committee      REFERRED TO BOARD



# EXHIBIT A

### TASK ORDER NO. 3

#### **Development of Construction Bid Documents for the Modifications of Zone 8-3 Reservoir Project**

This Task Order (“Task Order”) is executed this 17th day of December, 2020 by and between West Valley Water District, a public agency of the State of California (“District”) and Engineering Resources of Southern California, Inc., a California Corporation (“Consultant”).

#### **RECITALS**

- A. On or about December 17th, 2020 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

By \_\_\_\_\_  
Channing Hawkins, President

By \_\_\_\_\_  
Shamindra Manbahal, Acting General Manager

By \_\_\_\_\_  
Peggy Asche, Board Secretary

**APPROVED AS TO FORM:**

**TAFOYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Tafoya

**CONSULTANT:**

**ENGINEERING RESOURCES OF  
SOUTHERN CALIFORNIA, INC.,  
a California corporation**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT "1"****TO****TASK ORDER NO. 3****SCOPE OF SERVICES****Scope:**

- 1. Engineering Design Services for the Development of Construction Bid Documents for the Modifications of Zone 8-3 Reservoir Project proposal dated December 2, 2020.**



62026.151

December 2, 2020

Bertha Perez, PE - Associate Engineer  
Via Email Only: [bperez@wvwd.org](mailto:bperez@wvwd.org)

West Valley Water District  
855 W. Baseline Road (P.O. Box 920)  
Rialto, CA 92377

**SUBJECT: PROFESSIONAL ENGINEERING SERVICES TO MODIFY & UPDATE  
THE PROPOSED ZONE 8-3 RESERVOIR DESIGN DRAWINGS**

Dear Mrs. Perez:

In response to emails and telephone discussions regarding subject project, Engineering Resources of Southern California, Inc. (ERSC) hereby submits our proposal for providing engineering services for Subject project. Our proposal herein includes proposed services, schedule, and proposed fee.

#### **PROJECT UNDERSTANDING**

WVWD desires to move forward with the design and construction of a new Zone 8-3 Reservoir (tank), including allocating space for a future 8-4 tank. The design effort originally began in 2004, with final drawings stamped and signed in 2008, but was apparently shelved (placed on hold) in 2011 by the District.

ERSC will review the current design, revise and update the design (to be within the site boundaries and easements), meet current AWWA standards, Department of Health and Cal/OSHA standards and prepare construction documents for bidding and provide bidding assistance. Following is a brief list of documents previously obtained or prepared for the original design of Tank Zone 8-3:

- 2006 – Aerial Survey and Various Archived Files / Documents
- Jan. 2005 – Byerly / Geotechnical Investigation Prepared for the Site (single tank)
- Dec. 2006 – Byerly / Supplemental Geotechnical Letter (to address revised tank height)
- Apr. 2008 – ERSC / Final Design Drawings (for two tanks)
- Sep. 2011 – PCR / Environmental Report Prepared for Initial Study/MND
- Oct. 2019 – Preliminary Title Report (First American Title Co.)

We understand that District Staff will contract with Byerly to update the original geotechnical report prepared for the site once the location of the tank(s) has been finalized. The District will also contract with Environmental Science Associates (formerly PCR Services) regarding the validity of the 2011 environmental studies and procure any additional studies and documentations required for the project.

## PROPOSED SCOPE OF WORK –

**Task 1 – Research and Kickoff/Planning Effort** – ERSC will meet with WVWD staff to discuss the project. ERSC staff will work with WVWD staff to identify the overall concept, design status, remaining design requirements and specific features that WVWD may desire.

1. Prior to the meeting ERSC will review the existing documents previously prepared such as topographic survey, geo-technical report, plans, specifications, previous communications, and any additional records pertaining to the project provided by the District.

**Task 2 – Grading, Drainage, and Access Road (50% Design Development Level):** ERSC will revisit and update the previous design to ensure all grading, access road alignment, and site drainage has been properly addressed under current water quality discharge requirements and property limits using the information gathered from the base mapping and updated soils report.

1. Break up previous drawing(s) due to lack of clarity into additional sheets: Existing site plan and piping, Improvements to be demolished, Revise site grading and include additional sections and details. Coordinate with geotechnical for review and comment.
2. Access Road: The District is in the process of purchasing parcel APN 0239-041-23 to encompass the majority of the access road to the tank site. Confirm if the District has a legal access to the property from Lytle Creek Road, including its existing waterlines. ERSC will review any encroachments and advise what steps should be taken to reconcile same.
  - a. Survey: Evaluate and survey said necessary easements, and set markers for discussion with the District, ERSC and property owners. The markers will provide a true representation of the easement limits to assess the needed equipment access. It will also allow District to determine if any fences or other improvements need to be temporarily relocated during construction and replaced after construction.
3. Site Grading: The current grading limits go beyond the property line, so Staff will attempt to obtain a permit from the US government (possibly Forest Service; actual branch unknown) for permission to disturb their property.
  - a. If the government does not permit grading work on their site, ERSC will evaluate various site layout redesign options, including adjusting the tank's location and / or potentially including a retaining wall where needed.
4. Site drainage: Currently, the site drainage and tank overflows / drains discharge to surface and get conveyed down the existing dirt access road (@ 11% grade and a v-ditch) before discharging to an existing water course. Research and review County's requirements for Water Quality Management Plan (WQMP) guidelines and evaluate what will be needed to comply with current discharge orders.
  - a. Design catch basins and drainlines to collect water from the site and tank overflows and drains and convey this water properly offsite per WQMP requirements. Plan, profile and detail drawings will be prepared for the site drainage.

**Task 3 – Electrical Service & System:** Plans to accommodate electrical components will be prepared by Mark Balan and Associates and will be coordinated and incorporated into the project plans by ERSC. Determine the location to bring power to the site and layout electrical equipment for the site to operate lighting, cameras, and SCADA for the tank, including hatch sensor, tank leveling sensor, and other electrical equipment desired by the District for the operation of the proposed facilities.

**Task 4 –Plans & Specifications (90% & 100% Design Level):** Prepare detailed drawings and specifications for competitive bidding for the construction work. The design shall include the following:

1. Prepare an overall site plan showing all the project elements on an index page.
2. Revise the calculations in accordance with the most current AWWA D100-11 standard and updated geotechnical report provided by the District.
3. Update the project plans and specifications to comply with most current standards for AWWA D100-11, Cal/OSHA, and Department of Health Services. Per the District’s request the tank will include a spiral staircase.
4. Revise the plans to have a separate inlet and outlet piping and / or provide options for mixing systems.
5. The project specifications will be updated to CIS formatting.
6. The technical specifications, plans, and engineer’s cost estimates (PS&E) shall be submitted at the 90% and 100% design stages for review and comment by WVWD.
7. Update the District’s front-end documents and combine with the specifications and plans to provide a complete set of project documents for bidding.
8. Upon approval of the plans and specifications, an electronic file in Autocad of the plans and Word for the specifications will be supplied to WVWD. In addition, an approved original set of reproducible mylars will be provided.

**Task 5 – Project Management & Coordination** - Plan, coordinate, and manage the project in order to achieve project goals within the approved budget and schedule. Effectively communicate Project status via email, written correspondence, phone, and meetings to WVWD. ERSC is committed to a culture of ensuring constant and high-level communication with WVWD staff at all stages of the design. Provide the QA/QC for the design and review all major deliverables before delivered to WVWD.

#### **TASK 6 – Bidding Phase Assistance**

Upon approval of the specification documents, ERSC will assist WVWD in the bid period for the project by providing the following services:

1. Furnish WVWD with a list of potential bidders and forward Notice of Inviting Bids to qualified contractors and maintaining a record of prospective bidders to whom the project documents have been issued.

2. Provide telephone liaison with potential bidders for matters concerning bidding of the project and prepare formal responses to RFI’s and addenda as required to document design changes or clarifications.
3. Assist WVWD in facilitating Pre-Bid Conference to ensure prospective bidders are totally aware of scope of work and local conditions. ERSC will prepare the agenda and attendance sheet for the meeting.
4. Prepare minutes of Pre-bid conference covering all aspects of contractors’ questions and clarifications of project and submit to all attendees. The minutes will become a part of the contractor documentation.
5. Perform bid analysis including preparing spreadsheet containing all number from bids received and perform full evaluation of all bids received, verify contractor’s license, conduct background check of the lowest responsive bidder, and make a recommendation for award of the construction contract.

**TIME OF COMPLETION**

ERSC would like to begin the research and design expeditiously and anticipate the revised / updated design process will take approximately 180 calendar days (six months) to complete.

**ENGINEERING FEE ESTIMATE**

Our fees for the proposed services are estimated as follows:

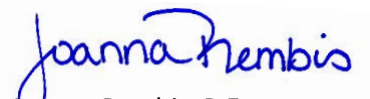
Task 1. Research & Kick-Off Planning Effort	\$4,000
Task 2. Grading, Drainage & Access Road Plans (50% Design)	\$54,500
Task 2.3.a. Retaining Wall ( <i>Optional-TBD</i> )	<u>\$6,500</u>
Task 3. Electrical Service & System	\$23,000
Task 4. Plans & Specifications (90% & 100% Design)	\$24,000
Task 5. Project Management & Coordination	\$6,500
Task 6. Bidding Phase Assistance ( <i>Optional-TBD</i> )	<u>\$4,200</u>
<b>Total:</b>	<b>\$122,700</b>



Although we believe we have done our due diligence to review and identify the previous design elements that will likely need to be revised / updated, certain aspects like existing access rights, concepts behind the previous design philosophy, additional permit requirements, and new environmental regulations may only come into focus as the updated project evolves. For these reasons, the schedule and fees may be impacted and subject to adjustment.

We look forward to the opportunity of working with the District on this challenging matter and appreciate our continued relationship. If you have any questions or require additional information, please do not hesitate to contact the undersigned at 909.890.1255. Thank you.

Very truly yours,

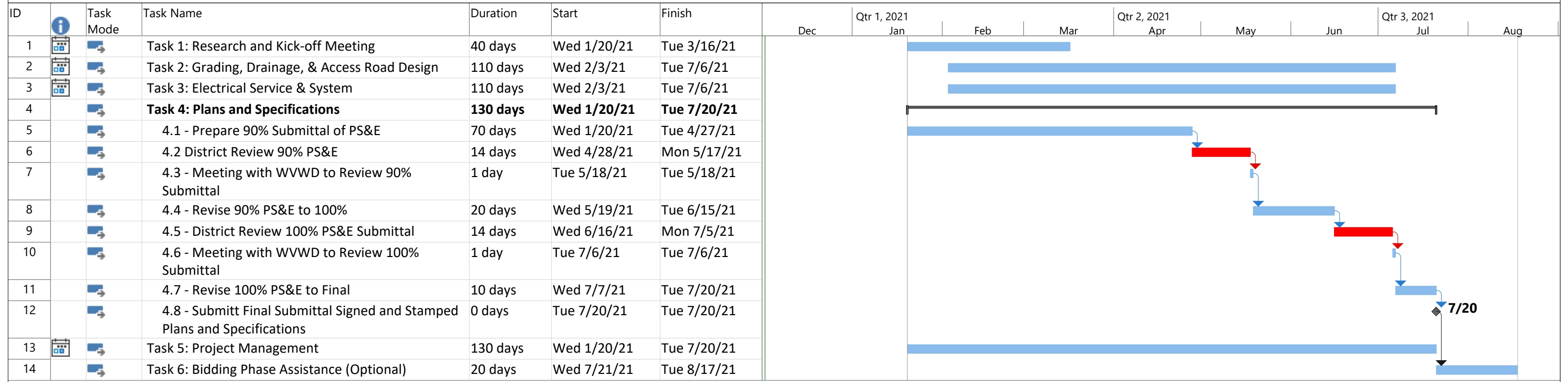


Joanna Rembis, P.E.  
Principal Engineer



Erik T. Howard, PE, PLS  
Sr. Principal Engineer

WEST VALLEY WATER DISTRICT  
PROFESSIONAL ENGINEERING SERVICES TO MODIFY & UPDATE THE PROPOSED ZONE 8-3 RESERVOIR DESIGN DRAWINGS



**EXHIBIT "2"**  
**TO**  
**TASK ORDER NO. 3**  
**COMPENSATION**

The fee estimated for Development of Construction Bid Documents for the Modifications of Zone 8-3 Reservoir Project is **\$122,700.00**.

<b>DESCRIPTION</b>	<b>COST</b>
Task 1 – Research & Kick-Off Planning Effort W/WD Coordination	\$4,000.00
Task 2 – Grading, Drainage & Access Road Plans (50%)	\$54,500.00
Task 2.a - Retaining Wall (Optional)	\$6,500.00
Task 3 – Electrical Service & System	\$23,000.00
Task 4 – Plans & Specifications (90% & 100% Design)	\$24,000.00
Task 5 – Project Management & Coordination	\$6,500.00
Task 6 – Bidding Phase Assistance (Optional)	\$4,200.00
Total Base Task	\$112,000.00
Total Optional Task	\$10,700.00
<b>Total Cost</b>	<b>\$122,700.00</b>

**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 3**

**SCHEDULE**

**The tentative design schedule for the Modifications of W19008 Zone 8-3 Reservoir Project is attached on the proposal.**

# EXHIBIT B

# Single Source Justification

## W19008 Modifications of Zone 8-3 Reservoir

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

As part of the Capital Improvement Plan Fiscal Year 2020/2021 Modifications of Zone 8-3 Reservoir, the District will need to update the plans and modify the design as part of this Project. The professional services provided by ERSC are necessary and will include grading design, improvements to the access road, drainage, plans and specifications.

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

ERSC prepared the plans in 2008 and 2011. The advantage of selecting ERSC is that they are most familiar with the project's history, revisions requested over the years, and overall project understanding. ERSC has provided professional services for several projects and provides the best value for the District.

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

No. Due to the long history of this project, alternative services are not recommended.

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

None. ERSC will provide additional professional services as specified in Task Order No. 3.

**5. Why is price fair and reasonable?**

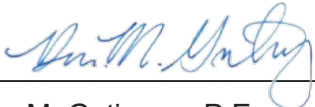
The quote received met the requirements in the scope of work and was determined to be reasonable in cost.

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

The modification to Zone 8-3 Reservoir will be delayed and is needed for the increased development that is projected to occur in Pressure Zone 8. Reservoir 8-3 is needed to supply future demands.

**Recommendation:**

It is recommended to use ERSC for completion and modifications to Zone 8-3 Reservoir.

Signature:  Date: 12/02/2020  
Name: Rosa M. Gutierrez, P.E.  
Title: Senior Engineer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Shamindra Manbahal  
Title: Acting General Manager



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** December 17, 2020  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** APPROVE A PROFESSIONAL SERVICES AGREEMENT AND TASK ORDER NO. 1 WITH ALBERT A. WEBB ASSOCIATES FOR THE PROFESSIONAL ENGINEERING SERVICES FOR DEVELOPMENT OF CONSTRUCTION BID DOCUMENTS FOR 18-INCH TRANSMISSION MAIN CROSSING ONTARIO INTERSTATE 15 FREEWAY FROM CITRUS AVENUE TO LYTLE CREEK ROAD PROJECT

---

**BACKGROUND:**

The West Valley Water District (“District”) requested proposals for qualified and experienced engineering firms to provide professional engineering services for the Development of Construction Bid Documents for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project (“Project”). The District’s service area is located in Southwestern San Bernardino County with a small part in Northern Riverside County. The District serves customers in the Cities of Rialto, Fontana, Colton, Jurupa Valley and unincorporated areas of San Bernardino County. The service area consists of eight (8) pressure zones: Zone 2, 3, 3A, 4, 5, 6, 7 and 8 and is divided into Northern and Southern systems by the central portion of the City of Rialto.

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

The 18-inch transmission main is required for increased development that is projected to occur in Pressure Zone 7. The proposed transmission main approximately 650 linear feet will connect to an existing 18-inch transmission main at Lytle Creek Road and bore under the Ontario Interstate 15 freeway with a 32-inch steel casing within Caltrans right-of-way and terminate at Citrus Avenue in anticipation of future development within the area.

**DISCUSSION:**

A Request for Proposal (“RFP”) attached as **Exhibit A** was posted on Planet Bids to fourteen (14) pre-approved Consulting firms for the Project. On November 20, 2020, the District received proposals in response to the RFP from three (3) of the fourteen (14) Consulting firms – Albert A. Webb Associates (“Webb”), Engineering Resources of Southern California, Inc. (“ERSC”), and Michael Baker International (“MBI”).

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

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

The three (3) proposals received included similar qualifications and technical expertise. Listed in the table below are the proposed costs associated with the services.

Consultant	RFP Services Cost	Optional Services Cost*	Total Cost
Webb	\$74,010.00	\$4,930.00	\$78,940.00
ERSC	\$86,400.00	\$4,980.00	\$91,380.00
MBI	\$154,130.00	\$55,440.00	\$209,570.00

\*Note: Optional Services Cost is in addition to the RFP Services Cost and is considered standard practice for this type of agreement for these projects. This cost includes but not limited to the recordation of easement agreement, reimbursable expenses, and additional services.

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

#### **FISCAL IMPACT:**

The cost to perform the Project as proposed by Webb is \$78,940.00. This item is included in the Fiscal Year 2020/21 Capital Improvement Budget under the W21007 Zone 7 – 18" Transmission Main within Future ROW from Citrus Avenue to Lytle Creek Road Project with an available budget of \$100,000.00. Sufficient funds are available in the project budget. A summary of the available funds is as follows:

CIP FY 2020-2021 Project Name	Current Budget	Design Cost	Remaining Budget
<b>W21007 Zone 7 – 18" Transmission Main within Future ROW from Citrus Avenue to Lytle Creek Road</b>	\$100,000.00	\$78,940.00	\$21,060.00

#### **STAFF RECOMMENDATION:**



Staff recommends that the Board of Directors approve moving forward with Professional Services Agreement and Task Order No. 1 with Webb for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project as proposed by Webb in a not-to-exceed amount of \$78,940.00 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

*Shamindra Manbahal*

---

Shamindra Manbahal, Acting General Manager

BP:pa

**ATTACHMENT(S):**

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

**MEETING HISTORY:**

12/09/20      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A



**REQUEST FOR PROPOSALS (RFP)  
PROJECT NO. W21007  
DEVELOPMENT OF CONSTRUCTION BID DOCUMENTS FOR  
18-INCH TRANSMISSION MAIN CROSSING  
ONTARIO INTERSTATE 15 FREEWAY FROM CITRUS AVENUE TO  
LYTLE CREEK ROAD**

**October 29, 2020**

**INVITATION**

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

This RFP is expected to result with a cost Not-to-Exceed the listed amount. The selected Consultant shall perform the tasks specified in the “Scope of Work” section of the RFP. The consultant is encouraged to suggest additional or modifications to the scope that will enhance or clarify the requested services and the suggestions should be incorporated into the proposal.

**PROPOSAL SUBMITTAL**

All proposals must be submitted via **PlanetBids** by **4:00 p.m. on Friday, November 20, 2020**. Proposals will not be accepted after the deadline.

**COMMUNICATION WITH DISTRICT DURING RFP PROCESS**

Communications between a Consultant and a member of WVWD’s Board of Directors, or between a Consultant and a non-designated WVWD contact regarding the selection or award of this contract, is **prohibited** from the time the RFP is advertised until the item is posted on an agenda for the selection of a proponent of award of the contract. During the RFP process, Consultants shall direct all questions to Al Robles, Purchasing Supervisor, **via PlanetBids**. Last day to submit questions is **Friday, November 6, 2020**. If there is any revision to the RFP, an addendum will be issued and made available to all firms receiving RFP documents. Failure of a Consultant or any of its

representatives to comply with this paragraph may result in rejection of any proposal submitted.

### **PROJECT BACKGROUND**

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

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

The 18-inch transmission main is required for increased development that is projected to occur in Pressure Zone 7. The proposed transmission main will connect to an existing 18-inch transmission main at Lytle Creek Road and bore under the Ontario Interstate 15 freeway and terminate at Citrus Avenue with a blind flange in anticipation of future development within the area which is approximately 650 linear feet.

The Consultant shall design the 18-inch transmission main with a 32-inch steel casing within Caltrans right-of-way ("ROW") including all necessary appurtenances including but not limited to air/vacuum release valves, blow-offs, valves, etc. The plans will need to identify Caltrans ROW and the jack and bore receiving pits. See attached **Exhibit A** for the general location/extent of the project identifying the Project.

### **SCOPE OF WORK**

The Consultant shall prepare the Construction Bid Documents and provide Construction Staking Services related to the installation of the drain line and all necessary appurtenances. The scope of work includes the following tasks and a description of the required elements of each work task is described below:

- Task 1 – Development of Construction Bid Documents;**
- Task 2 – Construction Staking Services; and**
- Task 3 – Recordation of Easement Agreement (Optional)**

#### **Task 1 – Development of Construction Bid Documents**

The Consultant shall prepare the Construction Bid Documents including construction plans, bid schedule, technical specifications, Engineer Traffic Control Plans (if required by the City and/or Caltrans), and Engineer's Estimate of Probable Construction Cost.

- 1.1 WVWD Coordination. Gather necessary WVWD existing water system information and utilities in the project area. Clearly identify the locations of existing utilities, utility lines, valves, connection points to new storm drain line. Identify any requirements associated with encroachment permits, pipeline deletions, easements, etc.

- 1.2 Surveying. Review the Project Site Location and provide cost for recommended survey alternatives below with the appropriate fee schedule.

Alternative 1: Topographic field survey tied into the NAD 86 State Plane Coordinate System, including manhole dipping

Alternative 2: Aerial Survey in NAD 83 State Plane Coordinate System with ground targets, including manhole dipping

Alternative 3: Other recommended methods

Provide survey with one (1) foot contours. The survey elements shall be incorporated into the drawings. The horizontal scale shall be 1" = 40'.

The survey shall include identification of ROWs including Caltrans ROW, street centerlines, curbs and gutters, driveways, decorative concrete, power poles, city signs, speed bumps, traffic loops, street striping, fire hydrants, valve cans, easements, street monuments, assessor parcel numbers, surface and utility appurtenances, finish grade, pipelines, utility location, structural, and other elements relevant to prepare comprehensive construction documents.

Provide coordinates and a description for benchmark and basis of bearing. Professional surveying services shall be performed to support the project design preparation and all other requirements. Field survey sufficient to establish existing line and grade at the proposed project site shall be performed. This control shall be utilized for design of the proposed facilities and shall be the basis to establish location and elevation of the existing and proposed facilities.

Show sewer and storm drain manhole rim and invert, in and out elevations, and size and direction of pipe(s) extending outwards from the manhole in each direction.

The survey shall encompass the project limits of the proposed transmission main 50 feet beyond the tie in connection on Lytle Creek Road and 50 feet beyond the proposed location at Citrus Avenue.

Establish survey ground control for aerial mapping using Northern American Datum of 1983 ("NAD83") coordinates and National Geodetic Vertical Datum of 1929 county benchmark elevations.

Deliverable: Consultant shall provide the original topographical mapping file in AutoCAD format to WVWD electronically and all record information and files in PDF format that were used to establish ROWs, centerlines, property lines, and easements. Elevation difference between NGVD29 and North American Vertical Datum of 1988 shall be provided.

### 1.3 Utility Research/Coordination.

Perform utility research by obtaining all utility information within the vicinity of the proposed alignment(s) for pipeline design development. This may include conducting an Underground Services Alert (“USA”) inquiry to obtain a list of agencies that have utilities along the proposed pipeline alignment(s). However, this is not to include calling USA to mark utility locations on the roadways at this point in the design process. Coordinate with all affected utility agencies in the area and appropriately show all utilities on the plans.

Perform further field investigations to identify, verify locations, and determine the status of existing utilities. Obtain and review all applicable base map plans, atlas maps, substructure maps, specifications, reports, and record data for all existing utilities, agencies, and companies involved in the project area.

Locate, identify, and show WVWD facilities and appurtenances on the plans, including water mains, valves, hydrants, meters, service laterals, vaults, manholes, etc. Relevant water valves and manholes shall be “dipped” in conjunction with the survey to properly locate depths. All utility research shall be incorporated on plan and profile drawings and applicable details as part of comprehensive construction plan.

WVWD has obtained some utility information (Caltrans plans) which will be provided for informational purposes only. It is the Consultant’s responsibility to obtain all existing utility information.

### 1.4 Geotechnical Services.

Perform geotechnical investigation and remediation for the project site. The geotechnical services should include but not be limited to the following: pavement evaluation and design; slopes, landslides, embankments, and liquefaction; and test borings. Provide a geotechnical investigation report for the project site prepared by a qualified professional geotechnical engineering firm.

- 1.5 Potholing. If potholing is required, the Consultant shall coordinate, manage, and perform five (5) potholes of critical utility crossings, utilizing the services of a qualified potholing subcontractor. The pothole information shall be used to accurately reflect the location of existing utilities in the plans. The proposal shall include a unit price per pothole to allow for quantity adjustments during design and an encroachment pothole permit as required by the City and/or Caltrans.

- 1.6 Permits. Prior to commencing with design of the project, the Consultant shall identify the requirements for obtaining Caltrans permit. The anticipated timeline for obtaining the permit should be included in the overall project schedule that will be submitted as a part of Consultant’s proposal. The Consultant shall prepare the permit application and supporting documentation as required by the City or governing agency and under direction from WVWD. WVWD will pay for all permit fees.

- 1.7 Construction Plans shall include but not limited to the following:
- 1.7.1 Plan and profile of the transmission main line within the street and new ROW
  - 1.7.2 Existing utilities
  - 1.7.3 All necessary appurtenances
  - 1.7.4 Tie-in details
  - 1.7.5 Trench detail

- 1.8 Contract Documents. Develop detailed design plans and technical specifications in accordance with WVWD's AutoCAD standards, design standards, standard drawings, and standard technical specifications. Bid proposal sections (front ends) will be provided by WVWD. Develop special provisions, special conditions, and additional technical specifications beyond the WVWD standard specifications as appropriate. Plans and specifications shall be provided in hard copy and digital electronic format in accordance with WVWD design standards. WVWD standards can be found online at [www.wvwd.org](http://www.wvwd.org).

Complete a set of project plans and shall be prepared to indicate all construction elements, including the drain line plan and profiles, valves, fittings, vaults, and all other related facilities and details. Plans will be prepared on size 24" x 36" sheets utilizing WVWD standard title blocks with plan and profile sheets prepared at scales of 1" = 40' (horizontal) and 1" = 4' (vertical). The submittal shall include the following:

<u>SHEET</u>	<u>TITLE</u>
Sheet 1	Cover Sheet
Sheet 2	Vicinity Map, Index of Drawings and Construction Notes
Sheet 3	Pipeline Plan and Profile I
Sheet 4	Pipeline Plan and Profile II
Sheet 5	Details

The number of Pipeline Plan and Profile sheets will vary per project.

- 1.9 Construction Schedule and Cost Estimate. Prepare a detailed itemized construction schedule and Engineer's estimate of probable cost for the project.
- 1.10 Meetings.
- 1.10.1 Consultant shall attend 4 (four) progress meetings with WVWD. One (1) internally with WVWD at kick-off, one (1) to review the 30% preliminary design review, one (1) at 60% design review, and one (1) at 90% design review to coordinate responses to all review comments.
  - 1.10.2 Describe the total assumed number of meetings and associated hours in the proposal. Prepare an agenda, record all meeting minutes, and submit a copy of minutes to WVWD within three (3) working days after each meeting.

### 1.11 Deliverables.

1.11.1 30% preliminary electronic submittal in pdf format for WVWD review.

1.11.2 60% electronic submittal in pdf format of plans for WVWD review.

1.11.3 90% and 100% electronic submittal in pdf format of plans and specifications for WVWD review.

1.11.4 Final submittal shall include six (6) complete plan set on 24" x 36" bond paper, folded plans as required by Caltrans, two (2) bound 8-1/2" x 11" copy of the technical specifications, construction schedules, and Engineer's estimate of probable construction cost. Plans and specifications shall be signed and sealed by the Engineer of Record. Include an electronic copy in PDF format of the plan set, technical specifications, construction schedule, and Engineer's estimate. Also include the complete plan set of electronic files in AutoCAD format, including all drawing references, and the technical specifications electronic files in Microsoft Word format. The submitted AutoCAD files must be spatially accurate, both vertically and horizontally, to allow transfer to WVWD's Geographic Information System.

1.11.5 Consultant shall submit the plans to Caltrans as necessary per their requirements. Consultant shall coordinate responses to all Caltrans review comments with WVWD and incorporate agreed upon changes resulting from review comments into the plans until the Permit is approved.

1.12 Bid Support Services. Attend the pre-bid meeting, respond to five (5) Request for Information ("RFIs"), and prepare an addendum.

### **Task 2 - Construction Staking Services**

Provide construction survey and staking prior to the construction of the project. Provide horizontal and vertical survey control points throughout the Project. Construction staking shall be set at 50-foot intervals offset from and graded to finish surface for the storm drain line. Construction staking for storm drain line appurtenances including but not limited to proposed standpipe and manhole(s) shall be staked for actual location with a second stake for offset and grade. Prepare grade sheets including field notes.

### **Task 3 – Recordation of Easement Agreement (Optional)**

If it is determined the proposed location of the transmission main is not within public ROW, include the following but not limited to, provide a boundary survey, prepare an easement agreement including Exhibit A legal description of easement, Exhibit B depiction of easement area, Exhibit C description of the property, and record it with the County Recorder's office.



## **TENTATIVE PROJECT SCHEDULE**

10/29/2020	Issuance of RFP
11/6/2020	Deadline for questions
11/13/2020	Last addendum issued
11/20/2020	Proposals due by 4:00 PM
12/9/2020	Engineering and Planning Committee meeting
12/17/2020	Board meeting
12/18/2020	Award contract
1/5/2021	Tentative Kickoff Meeting

The final submittal is expected within six (6) calendar months from the date of the kick-off meeting. The schedule assumes that WVWD's review and comments at each submittal interval will be provided to the consultant within two (2) weeks after receipt of submittal. Please note that the schedule is subject to change.

## **PROPOSAL REQUIREMENTS**

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

1. Cover Letter. A brief summary containing highlights of Consultant's proposed approach to the services described in the RFP, including a statement of its understanding of the project and services required, signed by an individual authorized to bind the proposing firm stating the firm has read and will comply with all terms and conditions of the RFP.
2. Background on Firm. A brief description of the firm including the size of the organization, location of offices, years in business, organizational chart, name of owner and principal parties, and titles of staff. Qualifications of individuals who will perform the work listed in the Scope of Work along with identification of the individual who will be WVWD's main contact, the proposed team members to be assigned to the project including sub-consultants, which staff members are locally based, and which are located at other offices, if applicable.
3. Statement of Understanding and Approach. Provide a description of the methodology the firm will use to complete the Scope of Work as detailed in this RFP. Discuss and describe the firm's experience working on similar projects and provide a statement of the services your firm feels would differentiate your firm from others. Additionally, as a part of the summary, identify the responsibilities of WVWD and the responsibilities of the firm, and indicate relevant Projects that were completed by employees while working for other firms must also be indicated.
4. Scope of Work. Provide details with specific task descriptions to demonstrate that the proposer has considered all aspects of the proposal and that the proposer will cover them thoroughly.

5. References. Provide the following information for three (3) projects which are similar in scope to the project requested by this proposal:
  - a. Name, address, and telephone number of the client;
  - b. Person to contact for references;
  - c. Time period of project and brief description of the services provided
6. Additional Information. WVWD has outlined the requirements of this project in as much detail as is currently known. Respondents may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Please provide any exceptions, additional information, or suggestions that will aid in the selection process (attachments are acceptable). Please keep these as brief as possible. This information should be included in the twenty pages allocated.
7. Cost Estimates of Consulting Fee. Each proposal shall include a cost estimate for providing services. A detailed man-hour estimate by personnel classification for the major portions of the work broken down through each of the tasks. All current hourly fee schedules should be based on the Consultant's current fee schedule. Estimated costs must include all labor, materials, equipment, professional services, insurance, travel, profit, and all other costs and expenses for the proposed project with a total "not to exceed" amount.
8. Project Schedule. Provide a project schedule with significant milestone events or deadlines. Scheduling milestones should be concrete and achievable; however, they may be revised on approval of both parties.
9. Statement that design milestones listed herein can be met with current resources available to the Consultant.
10. Acceptance of WVWD's Agreement for Professional Services, insurance and indemnity requirements.
11. Compliance with all federal laws relating to affirmative action, drug-free work place, minimum wage, and lobbying.

### **SELECTION CRITERIA**

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

1. Qualifications and specific Experience of the assigned Project Team Members and Relevant Past Performances and Experience of the Firm (40%).
2. Fees & Cost, Estimated Labor Hours, Not-To-Exceed Design Services Pricing and other anticipated Costs (25%).

3. Ability of the Consultant to meet Project Schedule (20%).
4. RFP Responsiveness, Clarity and Conformance; Demonstrated Capability and Sufficient Resources to successfully and timely complete the project; Project approach (15%).

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

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

### **PROPOSAL LENGTH**

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

### **FEE ESTIMATE**

A Not-to-Exceed fee based on the services outlined in the Scope of Work MUST be submitted. A detailed man-hour estimates by personnel classification for the major portions of the work broken down through each of the tasks. Provide sub-consultant fee proposals. All current hourly fee schedules should be based on the consultant's current fee schedule. This amount will not be exceeded without the advance written approval of WVWD.

Once the project is underway, Consultant shall notify WVWD when costs exceed 80 percent of the budgeted amount and prepare a revised scope and budget to complete the work. Consultant shall not be obligated to perform work beyond these budgets, and WVWD shall not be obligated to compensate Consultant beyond the budgets unless there is advance, written approval.

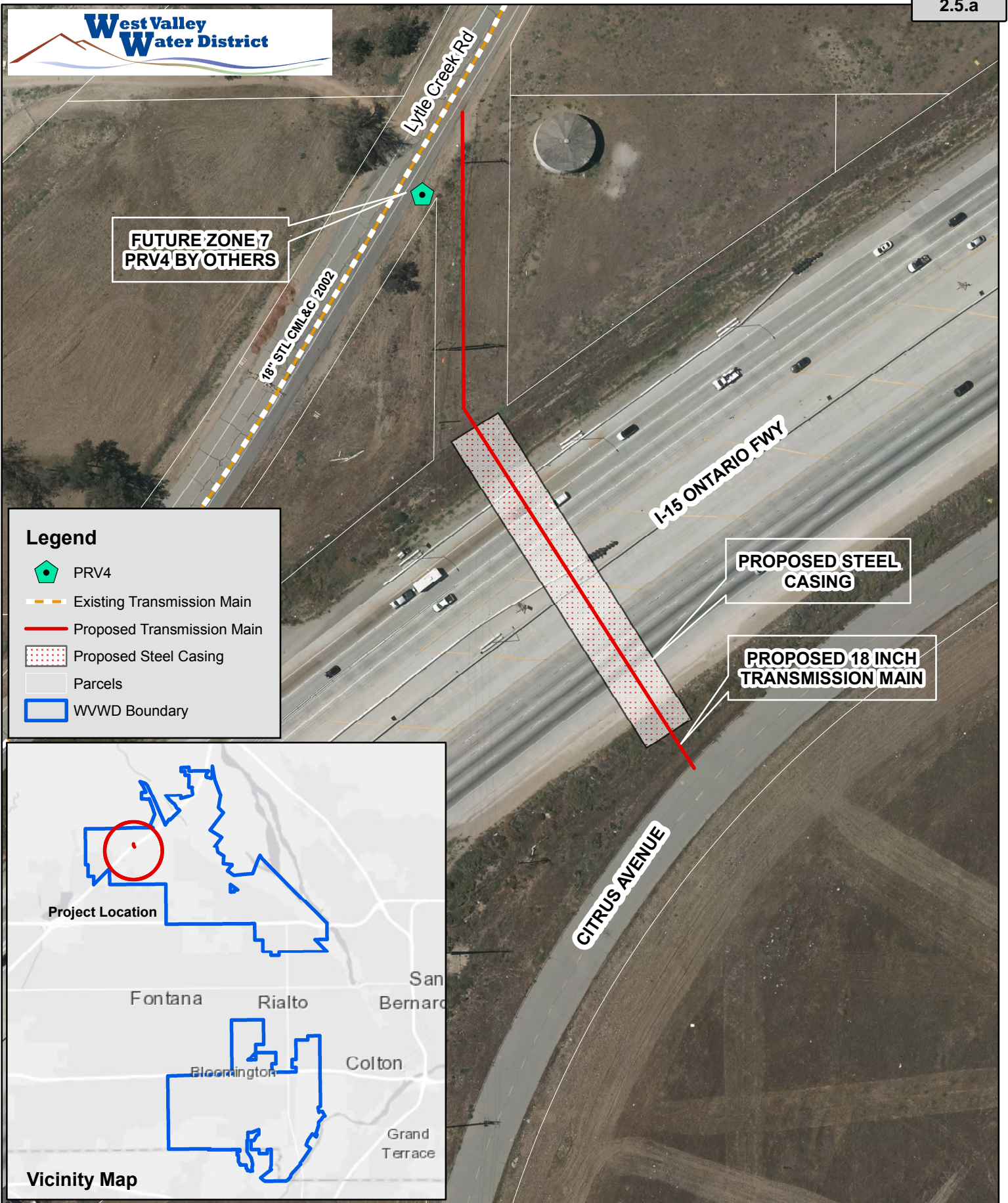
### **ADDITIONAL INFORMATION**

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

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

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

# EXHIBIT A



**FUTURE ZONE 7  
PRV4 BY OTHERS**

**18" STL CML&C 2002**

**Lytle Creek Rd**

**I-15 ONTARIO FWY**

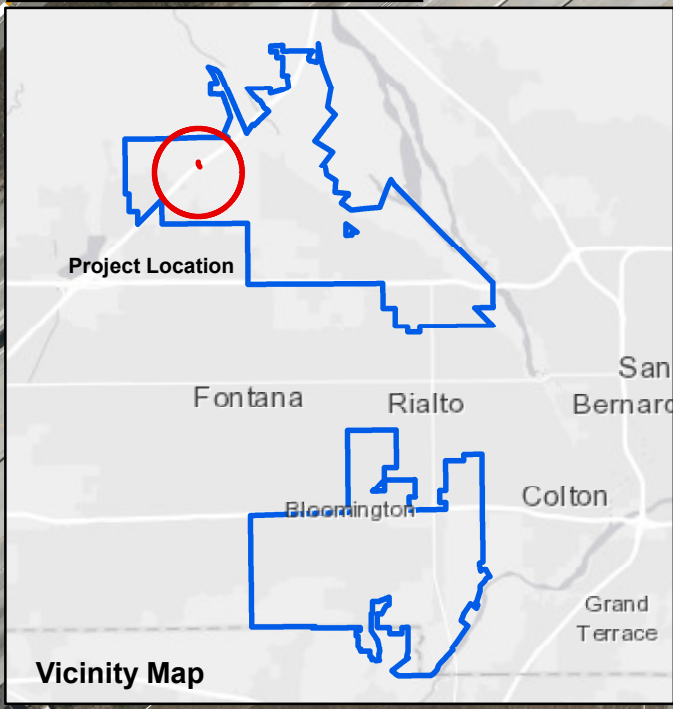
**PROPOSED STEEL CASING**

**PROPOSED 18 INCH TRANSMISSION MAIN**

**CITRUS AVENUE**

**Legend**

- PRV4
- Existing Transmission Main
- Proposed Transmission Main
- Proposed Steel Casing
- Parcels
- WWWD Boundary



**EXHIBIT A**

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



0 50 100

# EXHIBIT B



# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

***Albert A. Webb Associates***



**TABLE OF CONTENTS**

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

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 17th day of December, 2020 (“Effective Date”) is by and between West Valley Water District (“District”) and Albert A. Webb Associates (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

### **RECITALS**

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

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

#### **Section 1. Term of Agreement.**

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

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

#### **Section 2. Scope and Performance of Services.**

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

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

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

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

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

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

**Section 3. Additional Services and Changes in Services**

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

**Section 4. Familiarity with Services and Site**

- 4.1 By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
  - (a) investigate and consider the services to be performed;
  - (b) carefully consider how and within what time frame the services should be performed;
  - (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
  - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.
- 4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

**Section 5. Compensation and Payment.**

- 5.1** Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3** District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.
- 5.5** No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

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

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

**Section 7. Project Documents.**

- 7.1** All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

**Section 8. Consultant's Books and Records.**

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

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

**Section 9. Status of Consultant.**

- 9.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.
- 9.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

**Section 10. Compliance with Applicable Laws.**

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

**Section 11. Conflicts of Interest.**

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

**Section 12. Confidential Information; Release of Information.**

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by



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

### **Section 13. Indemnification.**

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

### **Section 14. Insurance.**

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

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

## **Section 15. Assignment.**

- 15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

## **Section 16. Termination of Agreement.**

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

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

**Section 17. Notices.**

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

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

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

To Consultant: Albert A. Webb Associates  
3788 McCray Street  
Riverside, CA 92506  
Attention: Bruce Davis, P.E., Senior Vice President

(Tel.) 951-686-1070  
Email: [bruce.davis@webbassociates.com](mailto:bruce.davis@webbassociates.com)

**\*\* Please send all invoices by:**

**Email:** [apinvoices@wvwd.org](mailto:apinvoices@wvwd.org)

or

**Mail:** West Valley Water District  
Accounts Payable  
P.O. Box 190  
Rialto, CA 92377

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States

Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

**Section 18. General Provisions.**

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its

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

- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

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

**DISTRICT:**

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

By \_\_\_\_\_  
Channing Hawkins, President

By \_\_\_\_\_  
Shamindra Manbahal, Acting General Manager

By \_\_\_\_\_  
Peggy Asche, Board Secretary

**APPROVED AS TO FORM:**

**TAFOYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Tafoya

**CONSULTANT:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**TASK ORDER**

**SAMPLE**

**TASK ORDER NO.   1**

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

**RECITALS**

- A. On or about \_\_\_\_\_, 2020 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



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

**DISTRICT:**

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

By \_\_\_\_\_  
Channing Hawkins, President

By \_\_\_\_\_  
Shamindra Manbahal, Acting General Manager

By \_\_\_\_\_  
Peggy Asche, Board Secretary

**APPROVED AS TO FORM:**

**TAFOYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Tafoya

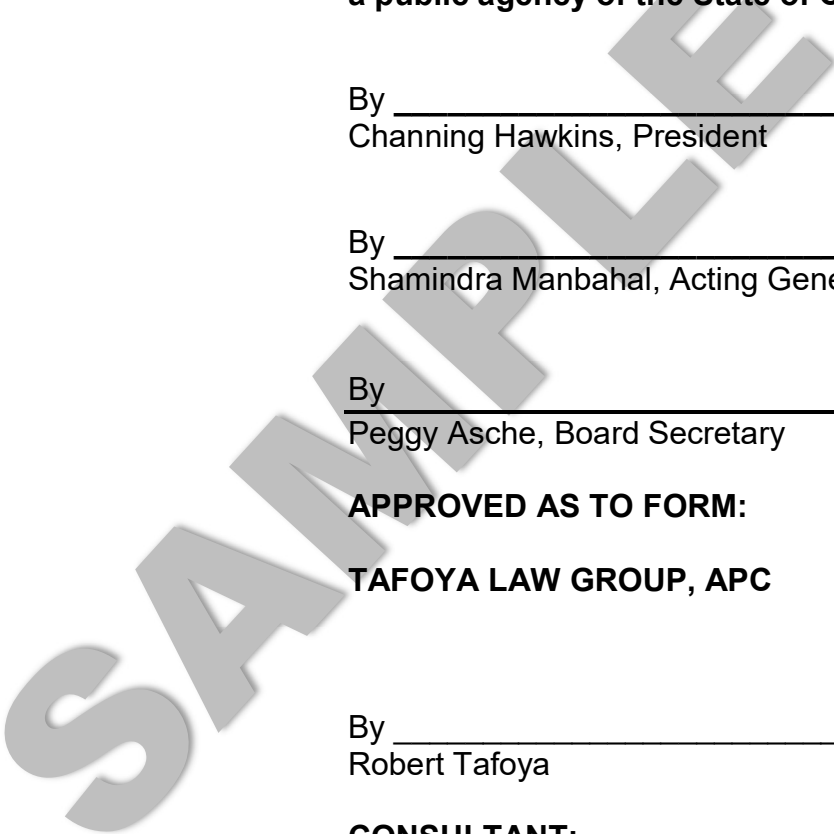
**CONSULTANT:**

**Vendor Name Here** \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_



**EXHIBIT "1"**  
**TO**  
**TASK ORDER NO. 1**  
**SCOPE OF SERVICES**

**SAMPLE**

**EXHIBIT "2"**  
**TO**  
**TASK ORDER NO. 1**  
**COMPENSATION**

**SAMPLE**

**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO.   1**  
**SCHEDULE**

**SAMPLE**

**EXHIBIT B**  
**KEY PERSONNEL**

## KEY PERSONNEL

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

Bruce Davis, P.E., Senior Vice President

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

Bruce Davis, P.E. - Senior Vice President  
Siming Zhang, P.E. – Senior Engineer  
Dilesh Sheth, P.E., T.E. – Vice President  
Michael Johnson, L.L.S. – Director  
Brian Wolfe, P.E. – Senior Engineer  
Gustavo Gomez, P.E. - Associate Engineer  
Elizabeth Xiong – Assistant Engineer

EXHIBIT C  
INSURANCE

### INSURANCE

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

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

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

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

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

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

F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.



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

in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.

# EXHIBIT C

## TASK ORDER NO. 1

### Development of Construction Bid Documents for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project

This Task Order ("Task Order") is executed this 17th day of December, 2020 by and between West Valley Water District, a public agency of the State of California ("District") and Albert A. Webb Associates ("Consultant").

#### RECITALS

- A. On or about December 17th, 2020 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

By \_\_\_\_\_  
Channing Hawkins, President

By \_\_\_\_\_  
Shamindra Manbahal, Acting General Manager

By \_\_\_\_\_  
Peggy Asche, Board Secretary

**APPROVED AS TO FORM:**

**TALOYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Taloya

**CONSULTANT:**

**ALBERT A. WEBB ASSOCIATES**

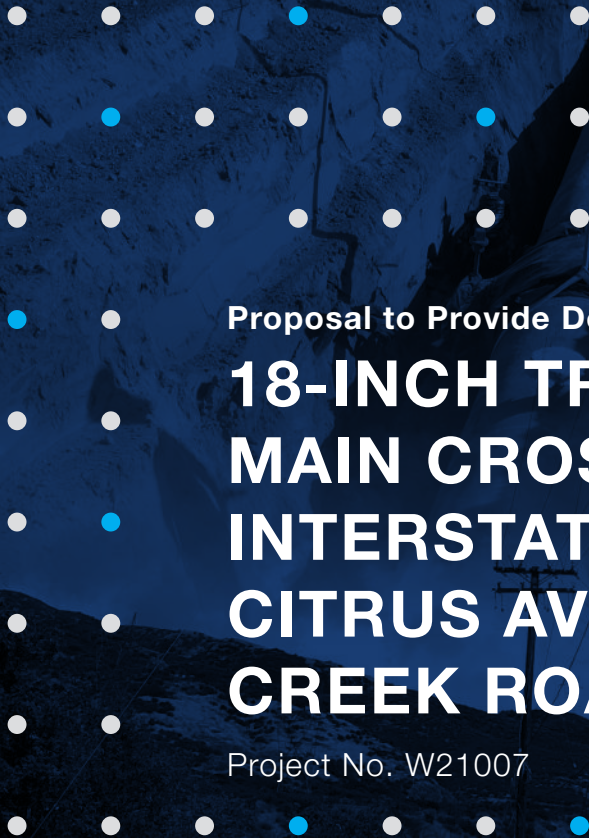
By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT "1"****TO****TASK ORDER NO. 1****SCOPE OF SERVICES****Scope:**

- 1. Engineering Design Services for the Development of Construction Bid Documents for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project per the attached proposal dated November 20, 2020.**



Proposal to Provide Development of Construction Bid Documents

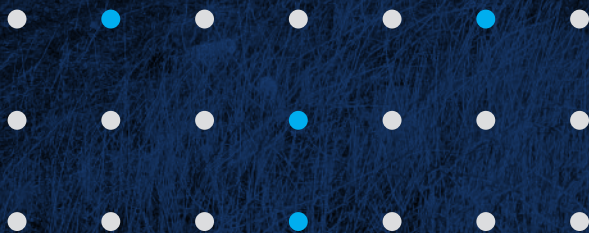
# 18-INCH TRANSMISSION MAIN CROSSING ONTARIO INTERSTATE 15 FREEWAY FROM CITRUS AVENUE TO LYTLE CREEK ROAD

Project No. W21007

Prepared for



November 20, 2020







# Table of Contents

---

**Section 1.** Cover Letter..... **1**

**Section 2.** Background of Firm..... **3**

**Section 3.** Statement of Understanding and Approach ..... **4**

**Section 4.** Scope of Work..... **8**

**Section 5.** References ..... **12**

**Section 6.** Additional Information ..... **20**

**Section 7.** Cost Estimate of Consulting Fee..... **27**

**Section 8.** Project Schedule ..... **28**



# Section 1. Cover Letter



**Corporate Headquarters**  
3788 McCray Street  
Riverside, CA 92506  
T: 951.686.1070

**Palm Desert Office**  
74967 Sheryl Avenue  
Palm Desert, CA 92260  
T: 951.686.1070

**Murrieta Office**  
41870 Kalmia Street #160  
Murrieta, CA 92562  
T: 951.686.1070

November 20, 2020

Linda Jadeski  
Engineering Services Manager  
West Valley Water District  
855 West Baseline Road  
Rialto, CA, 92376-3103

**RE: Development of Construction Bid Documents for 18-Inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road**

Dear Ms. Jadeski:

Enclosed is Albert A. Webb Associates’ (WEBB) proposal to provide engineering services for the Development of Construction Bid Documents for 18-Inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road for the West Valley Water District (WVWD). WVWD needs a trusted and experienced technical team to manage and lead this project.

This WEBB Team fully understands the importance of this project to WVWD’s overall goals to install an 18-inch water transmission main in a 32-inch steel casing under the I-15 freeway north of Duncan Canyon Interchange for WVWD to serve future development. The total project length is approximately 650-LF with approximately 300-LF of steel casing. The project will connect to an existing 18-inch steel pipeline on the north side of the project along Lytle Creek Road and will be blind flanged on the south end in anticipation of future expansion of the Zone 7 system.

WEBB’s proposal delves into the success factors of the project providing WVWD a clear path to meeting project objectives, illustrates our approach, and lays out a clear scope of work.

**Success Factors**

In order to be successful on WVWD’s project, WEBB has identified that following success factors that will need to be taken into consideration.

- Feasible alignment
- Considering existing public right-of-way
- Possible acquisition of private easements
- Clearances to existing utilities and structures
- Location of Caltrans crossing
- Permitting considerations

On behalf of our entire project team, I would like to thank WVWD for this opportunity to submit our proposal for this very important project. We look forward to discussing our team, our scope, and ideas with you in greater detail.

Our team members will remain available throughout the duration of the project. As a result, you can be confident your water system improvements will be successfully completed in a timely and professional manner. We look forward to the opportunity to continue working together. If you have any questions regarding our proposal, please contact me directly at 951.686.1070, or by email at [bruce.davis@webbassociates.com](mailto:bruce.davis@webbassociates.com).

***All design milestones listed herein can be met with WEBB's current resources available.***

***WEBB agrees to WVWD's Agreement for Professional Services, insurance and indemnity requirements.***

***WEBB is in compliance with all federal laws relating to affirmative action, drug-free work place, minimum wage, and lobbying.***

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce D.", with a horizontal line extending to the right.

**Bruce Davis, PE**

Principal-in-Charge

951.686.1070

[bruce.davis@webbassociates.com](mailto:bruce.davis@webbassociates.com)

## Section 2. Background of Firm

Albert A. Webb Associates (WEBB), a **Corporation**, has consistently provided civil engineering services to public sector clients throughout California since 1945. This means our clients receive the benefit of a financially stable firm that has withstood many diverse economic times. WEBB is a mid-size consulting firm with offices in Riverside, Palm Desert, and Murrieta to best meet the needs of all of our clients. WEBB has over 150 associates and the in-house expertise to address the needs of cities, water and special districts, counties, regional agencies, and our partner firms within the industry. WEBB offers a broad range of services to meet the objectives of our clients which include project development, planning, design, entitlement, funding, permitting, construction management, and inspection.

### Service Departments

- Water Resources
- Construction Management and Inspection
- Land Development Engineering
- Traffic and Transportation Engineering
- Planning and Environmental
- Land Survey and Mapping Services
- Landscape Architecture
- Geographic Information Systems

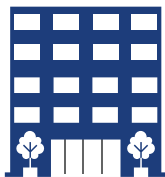
### Owner and Principal Parties

- Matthew Webb, PE, TE, LS - President/CEO
- Scott Webb - Senior Vice President
- Steve Webb - Director of Risk Management
- Mohammad Faghihi, PE - Chief Operations Officer
- Kevin W.M. Ferguson - Chief Development Officer
- Todd Smith - Chief Financial Officer
- Sam Gershon, RCE - Senior Vice President
- Scott Hildebrandt, PE - Senior Vice President
- Bruce Davis, PE - Senior Vice President
- Brian Knoll, PE - Senior Vice President
- Dilesh Sheth, PE, TE - Senior Vice President
- Stephanie Standerfer - Vice President
- Jason Ardery, PE, TE, LLS, CPESC, QSD - Vice President
- Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM - Director
- Emily Webb, J.D. - Senior Land Use and Entitlement Specialist

### Firm Specifics

# 1945

**Founding Year**



**Corporate Headquarters:**

3788 McCray Street  
Riverside, CA 92506  
951.686.1070

# 155

**Number of Employees**



**Palm Desert Office:**

74967 Sheryl Avenue  
Palm Desert, CA 92260  
T: 951.686.1070

# 53

**Professional Licenses**



**Murrieta:**

41870 Kalmia Street #160  
Murrieta, CA 92562  
951.686.1070



# Section 3. Statement of Understanding and Approach



Looking South Across I-15 from Lytle Creek Road

The project entails installing an 18-inch water transmission main in a 32-inch steel casing under the I-15 Freeway north of the Duncan Canyon Interchange for WWWD to serve future development. The total project length is approximately 650 LF with an approximately 300 LF steel casing. The project will connect to an existing 18-inch steel pipeline on the north side of the project along Lytle Creek Road and will be blind flanged on the south end in anticipation of future expansion of the Zone 7 system (**Exhibit 1**). The area has various underground and overhead utilities and is within both Caltrans, City of Fontana, and possibly County of San Bernardino rights-of-way.

The project must identify a feasible alignment considering existing public right-of-way, possible acquisition of private easements, clearances to existing utilities and structures, and location of the Caltrans crossing and permitting considerations.

WEBB’s approach will first be to map the area and perform utility research to determine the property boundaries, Caltrans, City of Fontana, and County of San Bernardino public right-of-way limits, and utility locations, both above ground and buried. WEBB has identified the following existing utilities:

- WWWD Water Pipeline
- Buried Fiber Optic Cable
- Overhead electrical with utility poles and guy wires crossing the I-15 Freeway
- Overhead cable or telephone probably crossing under the I-15 Freeway
- Storm drain crossing under the I-15 Freeway
- Probable Weather Station located on the southeast side of the freeway with utility service

The additional utility research and detailed job walk should identify any other utilities in the area. Field survey will be required to precisely locate the utility poles, guy wires, storm drain inverts, and other USA marks. The mapping will show all surface features, plot underground utilities per record maps, and show surface elevation contours.

Our in-house staff has extensive experience with field survey, aerial topography with our partner, Inland Aerial Survey, Inc., right-of-way mapping on Caltrans facilities and utility research on numerous pipeline projects.

WEBB's next step will be to propose an alignment and identify any possible potholing requirements necessary for this alignment. The alignment must consider clearances to the existing utility poles and the guy wires. It appears the electrical utility is doing some improvements to the overhead wires and guy wires in the project area. These new improvements must be considered in the alignment selection. WEBB will coordinate with WVWD Staff on the proposed alignment and incorporate any staff comments in the proposed alignment. WEBB anticipates this coordination with WVWD at the 30% design submittal and meeting.

Typically, Caltrans requires perpendicular crossings per their Encroachment Permits Manual. Other key considerations for this Caltrans permit will include depth of the pipe, thickness of casing (varies based on diameter and length), sub-surface soil considerations identified in a geotechnical investigation, and location of the jacking and receiving pits. Caltrans recommends 10-FT or deeper depth for 15-inch to 24-inch diameter casing and 15-FT or deeper depth for 25-inch to 48-inch diameter casing. Additional loading calculation and coordination with Caltrans are anticipated if depth is shallower. These requirements are outlined in Chapter 600 under the Utility Permits.

The required geotechnical investigation must be performed per Caltrans standards and specifically address anticipated jack and boring operation. For this project, the pavement on the freeway covers the center median. Based on our recent experience on crossing the I-15 with similar conditions, Caltrans will probably not require a boring in the center median. We anticipate two borings outside of the traveled freeway. Another consideration is the potential for large cobbles within the proposed crossing alignment. The geotechnical investigation must address this potential. WEBB will coordinate with local specialty contractors on the feasibility of a jack and bore operation with the sub-surface conditions identified and will consider changes to project requirements which could include micro-tunneling or other trenchless methods. It is possible the casing size may need to be increased to allow contractor personnel to access the casing to remove large cobbles if encountered during the jack/bore operation. WEBB proposes to use LandMark Consultants, for the geotechnical investigation and will work closely with both Caltrans and Division of Occupational Safety and Health Mining and Tunneling Unit as the investigation progresses.



Looking North Along Lytle Creek - Buried FO Cable



Existing Above Ground Cable to Underground at Freeway



The borings for the investigation will require a permit from the agency impacted or a right-of-entry from a private owner. WEBB has successfully teamed with LandMark on previous projects crossing Caltrans freeways.

WEBB will prepare plans with all Caltrans requirements, fill out the Caltrans application, and coordinate with Caltrans' Office of Encroachment Permits for final approval. Note that recently Caltrans has closed inactive permits and has only allowed approximately six months for new permits to start construction. This does not leave much time to finalize the plans and specification, bid/award the project, and have the contractor order materials and initiate construction. The project team will need to pay close attention to expiration date of the permit and keep the Caltrans permit engineer 'in the loop' regarding the construction schedule.

WEBB will coordinate with the City of Fontana and possibly the County of San Bernardino for encroachment permits. WEBB will fill out all required applications, prepare plans per the agency's standards, submit all required documents and coordinate with the agency for permit approvals. WEBB also anticipates an underground classification permit from Cal DIR Division of Occupational Safety and Health, Mining and Tunneling Unit. WVWD will pay any agency review or permit fees associated with these permits.

If the proposed alignment is outside of the existing public right-of-way, as an optional item (Task 3), WEBB will obtain a title report and then prepare legal descriptions and plat maps of the proposed easement and record the signed easement at the County Recorder's office. It is anticipated WVWD will perform all negotiations with the private owner and make all payments necessary to obtain the easement.

WEBB will prepare the construction plans and contract documents for the project. These documents will include all the permit requirements from all agencies and identify any additional requirements for coordination during construction and whether WVWD construction management or the contractor will perform those duties. WVWD Staff will review and comment on all submittals and WEBB will incorporate all comments into the next revision.

WEBB anticipates WVWD will handle the CEQA documentation. Note that Caltrans will require a copy of the CEQA document(s) for processing of the encroachment permit.

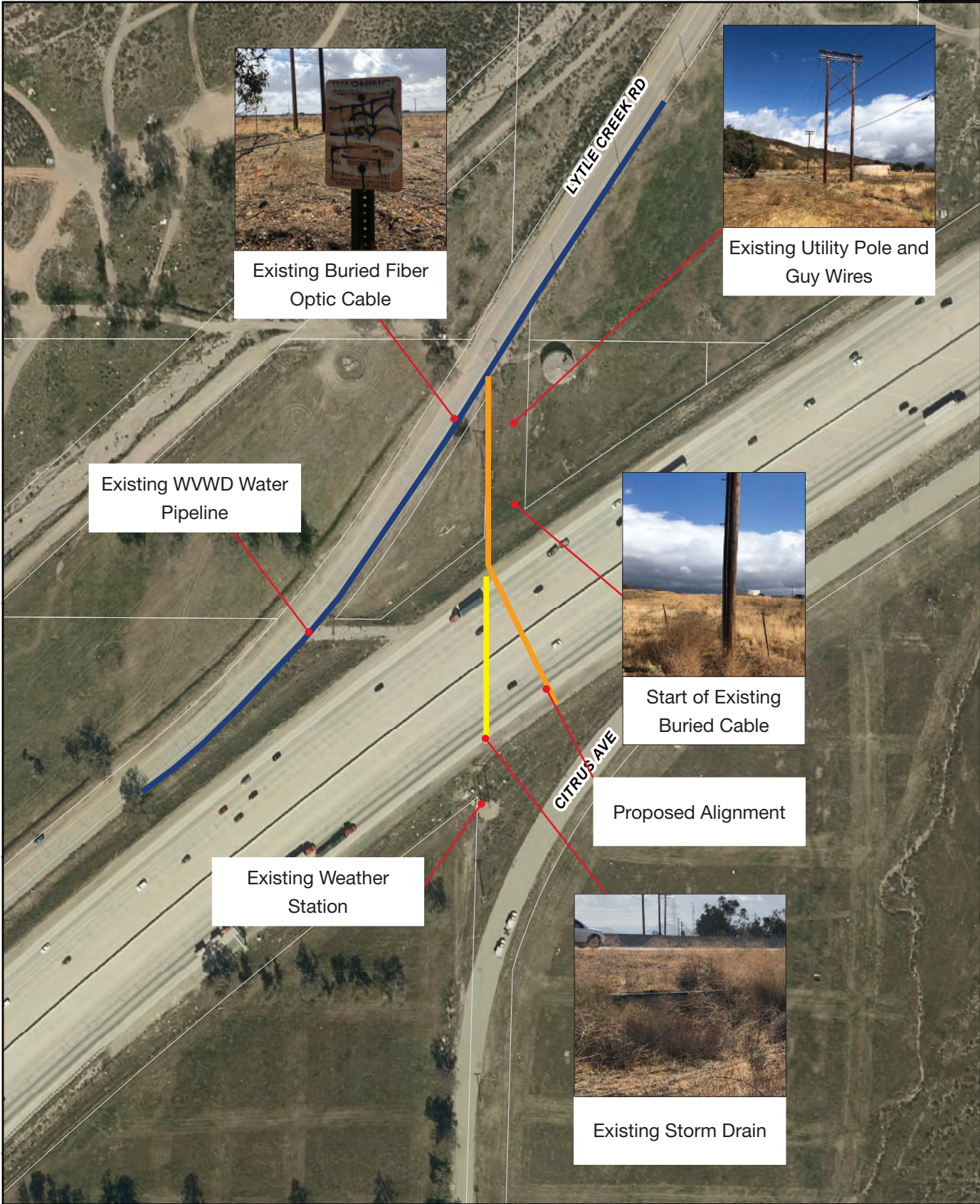


(Above) Cable Sign Along Lytle Creek Road  
(Below) Looking South at Existing Storm Drain Crossing I-15



Looking North towards Lytle Creek Road





Sources: Riverside Co. GIS, 2020;  
 USDA NAIP, 2018

**Figure 1 - Aerial Map**  
 WVWD 18" Transmission Main



0 100 200 300  
 Feet





## Section 4. Scope of Work

WEBB acknowledges the Scope of Work requirements listed in the RFP and will complete that scope as written. The following is a more descriptive discussion of the scope of work to highlight WEBB's understanding and approach to this project.

WEBB will prepare a complete package of Construction Bid Documents outlining the entire project in enough detail for accurate and complete bidding purposes. The work includes coordination with the appropriate public agencies and obtaining construction permits for the project. In addition, WEBB will provide Construction Staking Services related to the installation of the casing under the freeway, the pipeline, and all necessary appurtenances. The staking will include the setting and monitoring of temporary construction monuments at the freeway surface during the installation of the casing. If right-of-way is required outside the available public right-of-way, WEBB, as an optional item, will prepare and record easement documents for the project.

The scope of work has been divided into the following tasks per the RFP:

### **Task 1 – Development of Construction Bid Documents**

### **Task 2 – Construction Staking Services**

### **Task 3 – Recordation of Easement Agreement (Optional)**

### **Task 1 – Development of Construction Bid Documents**

WEBB will prepare a complete package of Construction Bid Documents which shall include at a minimum construction plans, bid schedule, technical specifications, permits, and Engineer's Estimate of Probable Construction Cost. We do not anticipate preparing traffic control plans for this project as the WATCH or MUTCD manuals should be adequate for this particular project, however, in the event that traffic control plans are required by a public agency, WEBB will prepare traffic control plans for submittal and review during the permitting process.

**1.1 WVWD Coordination** - WEBB will coordinate with WVWD Staff to obtain all necessary information on the existing WVWD water system and utilities in the project area. These facilities will be plotted on the base maps.

**1.2 Surveying and Mapping** - Surveying and Mapping. Webb proposes to implement Alternative 2: Aerial Survey in NAD 83 State Plane Coordinate System with ground targets, including manhole dipping and collecting additional data such as storm drain headwall and flow line during the field survey. Because of the Caltrans freeway, the aerial survey will be the most cost effective approach, avoiding delays and costs to obtain access permits on the freeway.

The mapping and survey have one (1) foot contours and a horizontal scale of 1" = 40', incorporating all survey elements and data into the drawings. Coordinates and a description for benchmark and basis of bearing will be provided. The survey ground control for aerial mapping will be established both using Northern American Datum of 1983 ("NAD83") coordinates and National Geodetic Vertical Datum of 1929 county benchmark elevations. The elevation difference between NGVD29 and North American Vertical Datum of 1988 shall be provided.

All ROWs will be identified including Caltrans ROW, freeway lanes and pavement, street centerlines, power poles, city signs, street striping, fire hydrants, valve cans, easements, street monuments, assessor parcel numbers, surface and utility appurtenances, finish grade, pipelines, utility location and other elements relevant to prepare comprehensive construction documents. We anticipate no structural elements, traffic loops, speed bumps, curbs and gutters, driveways, or decorative concrete based on our initial field walk.

As requested, the survey will encompass the project limits of the proposed transmission main 50 feet beyond the tie in connection on Lytle Creek Road and 50 feet beyond the proposed location at Citrus Avenue.

All original topographical mapping file in AutoCAD format will be provided to WVWD electronically, as well as all recorded information and files in PDF format that were used to establish ROWs, centerlines, property lines, and easements.

**1.3 Utility Research/Coordination** - WEBB will conduct complete utility research within the project limits. This will include coordination with Underground Services Alert (“USA”) to obtain all registered utilities in the area. Beyond what is provided by WVWD, WEBB will also obtain Caltrans design drawing showing the freeway improvements within the project area. All identified utilities will be shown the mapping.

WEBB will perform a field walk to identify any other utility within the project area, and verify any locations based on surface features. WEBB notes the following utilities were identified during proposal preparation; buried fiber optic cable, water pipeline (WVWD), storm drain under the freeway, overhead electrical with double poles and guy wires, above ground cable with poles, underground cable (location unknown), and above grade weather station and supporting electrical/control cabinets. Typically, dry utilities only provide atlas maps. WEBB will further coordinate with utilities as necessary to determine clearance requirements during construction.

**1.4 Geotechnical Services** - LandMark is a qualified professional geotechnical engineering firm and will perform a geotechnical investigation for the project site based on the proposed project and anticipated construction techniques. The report shall include evaluation of a probable jack and boring operation and a pavement evaluation and design if pavement is to be replaced. We anticipate two test borings on either side of the freeway to best evaluate the anticipated conditions under the freeway. We do not anticipate a boring in the center median of the freeway because of the existing concrete pavement. LandMark will provide a geotechnical investigation report for the project site. The report will be submitted to WVWD for review and used in the coordination with Caltrans for an encroachment permit. All Caltrans requirements will be addressed.

**1.5 Potholing** - WEBB anticipates potholing at the proposed connection point and possibly at crossings of a fiber optic cable and other communication cables as they cross under the freeway or cross the proposed alignment. Our proposal includes performing up to five potholes. Our partner, C Below, will obtain permits, perform all field work, and provide a potholing report. WEBB will survey the locations and elevations and plot the information on our plans. Our budget includes a base fee for permitting and coordination and a per pothole charge for quantity adjustments.

**1.6 Permits** - WEBB anticipates obtaining permits and coordination from the following agencies:

- City of Fontana (encroachment permit)
- Caltrans (encroachment permit)
- County of San Bernardino (traffic control only depending upon final extent of the pipeline)
- DIR Division of Mining and Tunneling (Underground Classification)

WEBB has recently obtained permits from Caltrans on two separate crossings of freeways. WEBB will coordinate with the encroachment permit section of Caltrans to obtain anticipated requirements for the project. It is noted WVWD will provide the CEQA documents appropriate for the project. WEBB will prepare and submit all permit applications and required information as required. For Caltrans, the design plans, geotechnical report, and CEQA documentation are anticipated along with the application form. It is possible Caltrans may request a monitoring plan during the permitting process. WEBB has included this work as part of Task 2 and will prepare the plan at this point of the project with WVWD's concurrence. It is also noted that WVWD will pay for all fees associated with the permit.

Construction Plans. WEBB will prepare the construction plans for the project. The plans will show the proposed transmission main alignment, all applicable right-of-ways and new easements if necessary, all proposed appurtenances, connection details and trench details with pavement repair requirements, if necessary, and jack and bore pit locations confirming appropriate space for equipment requirements. The plans will be prepared per WVWD's AutoCAD standards.

WEBB will prepare Plans 24-inch x 36-inch sheets utilizing WVWD standard title blocks with plan and profile sheets prepared at scales of 1" = 40' (horizontal) and 1" = 4' (vertical). The design package for this project is anticipated to be as follows:

<u>SHEET</u>	<u>TITLE</u>
Sheet 1	Cover Sheet
Sheet 2	Vicinity Map, Index of Drawings and Construction Notes
Sheet 3	Pipeline Plan and Profile I
Sheet 4	Details

**1.7 Contract Documents** - Along with the construction plans noted above, WEBB will prepare a complete package of contract documents, including special conditions/ provisions, permits, special technical specifications such as jack/bore minimum requirements, standard drawings, and standard technical specifications. These will be combined with bid proposal sections (front ends) provided by WVWD. The documents will be provided both in hard copy and digital electronic formats in accordance with WVWD design standards. Final plans and specifications shall be signed and sealed by the Engineer of Record, who is a registered civil engineer in the State of California.

**1.8 Construction Schedule and Cost Estimate** - WEBB will prepare a detailed construction schedule in the detail appropriate for this project and Engineer's estimate of probable cost for the project. The schedule will include at a minimum tasks for submittal reviews, material purchasing, coordination with the Caltrans field inspector, jack and bore operation, pipeline construction, final connection, and punch list items. The estimate of probable cost will use the bid sheet items for bid comparison purposes.

**1.9 Meetings** - WEBB anticipates a total of four progress meetings with WVWD: One kick-off meeting to review the project approach, critical success factors, and lessons learned; One to review the 30% preliminary design review; One at 60% design review, and; One at 90% design review. WEBB will prepare meeting agenda and meeting minutes and track action items and review comments for each meeting.

**1.10 Deliverables** - WEBB anticipates the following deliverables for this project:

- 1.10.1 30% preliminary electronic submittal in PDF format for WVWD review
- 1.10.2 Draft and Final Geotechnical Investigation
- 1.10.3 60% electronic submittal in PDF format of plans for WVWD review including potholing report
- 1.10.4 90% and 100% electronic submittal in PDF format of plans and specifications for WVWD review
- 1.10.5 Anticipated Construction Schedule
- 1.10.6 Engineer's estimate of probable construction cost
- 1.10.7 Caltrans permit submittal
- 1.10.8 City of Fontana submittal
- 1.10.9 County of San Bernardino submittal, if required

**1.11 Bid Support Services** - WEBB will attend the pre-bid meeting in the field with contractors, respond to five Request for Information ("RFIs"), and prepare an addendum to the contract documents.

## **Task 2 - Construction Staking Services**

WEBB will provide construction survey and staking for the project. The survey will include pipeline staking at 50-ft intervals and all bends and connections including horizontal and vertical control, and jack and bore pit limits. WEBB will prepare and provide grade sheets including field notes. In addition, WEBB will prepare a monitoring plan and set and monitor monuments for the freeway during the jack/bore operation.

Note that current Caltrans requirements for jack and bore operations requires that the freeway surface be monitored every two hours during the actual jack and bore operation and then three times post construction. We have anticipated a typical jack and bore operation with a full time one-man survey crew for this monitoring effort. Our budget reflects our typical recent experience for survey monitoring anticipated for this proposed Caltrans crossing.

### **Task 3 – Recordation of Easement Agreement (Optional)**

As an optional item, WEBB will prepare a boundary survey and prepare legal description and plat maps in WVWD standard format for any required easements outside the public right-of-way. The easement documents will include: Exhibit A legal description of easement; Exhibit B depiction of easement area, and; Exhibit C description of the property. After WVWD has obtained signatures from the property owner, WEBB will record the with the County Recorder's office. It is anticipated that WVWD will provide the easement cover sheet language based on their past practice and standards. If not available, WEBB can provide suggested easement language for WVWD review and concurrence.



# Section 5. References



## Chino Creek Well Fields I and II - Raw Water Intertie Pipeline

### Chino Basin Desalter Authority

**Client Contact:**

Tom O'Neill  
 General Manager  
 909.218.3729  
 toneill@chinodesalter.org

**Client**

Chino Basin Desalter Authority  
 2151 South Haven Avenue, #202  
 Ontario, CA 91761

One goal of this project was to provide a raw water intertie pipeline to redirect existing Chino I Desalter Wells CDA I-13, I-14, and I-15 to the Chino II Desalter Raw Water Pipeline System.

The other goal is to provide redundancy in the Desalter raw water piping system to allow transfers of water in both directions between the Chino I and Chino II raw water supply systems using a proposed raw water flow control facility and convey Chino II Desalter raw water to the Chino I Raw Water System.

The intertie raw water pipeline consists of approximately 14,800 LF of 24-inch PVC AWWA C-905 pipeline. During the process an additional 3,000 LF of 18-inch diameter piping was added to the project to accommodate the Archibald Plume mitigation project.

WEBB provided design engineering, surveying, and construction support services on the project.



## City of Beaumont WWTP Expansion

### City of Beaumont

**Client Contact:**

Kristine Day  
Assistant City Manager  
951.769.8520  
kday@beaumontca.gov

**Client**

City of Beaumont  
550 E. 6th Street  
Beaumont, CA 92223

This project consists of two major components:

#### **WWTP Expansion and Upgrade - Final Design**

The existing WWTP needs to be expanded and upgraded. The Plant is currently treating over 75% of its permitted capacity and therefore must begin the expansion process. Per the new Regional Water Quality Control Board's updated Basin Plan, the City must begin reducing TDS being discharged from the Plant. The City completed a feasibility study to identify the best way to expand and upgrade the Plant. WEBB is currently providing engineering design support for the construction phase.

#### **Brine Line - Final Design**

Brine disposal is an integral part of this project and was a key driver in the selection of this project. Without a safe, reliable, and cost effective way to dispose of the brine, this project cannot move forward and compliance with the Basin Plan would be impossible. The brine pipeline connecting to the Inland Empire Brine Line (IEBL) was determined to be the best option during the feasibility study, due to cost and certainty of operation. The brine line has been sized at 12-inches and is approximately 22-miles long. The pipeline begins at the City's wastewater treatment plant and ends near the City of San Bernardino's wastewater plant on Waterman Avenue. Construction of the pipeline has been completed. WEBB provided preliminary and final design, permitting and engineering support for the construction phase.



## 870 FT Pressure Zone Water Transmission Pipeline

### Jurupa Community Services District

**Client Contact:**  
Eddie Rhee, PE  
Engineering Manager  
951.685.7434 Ext. 118  
rhree@jcsd.org

**Client**  
Jurupa Community Services District  
11201 Harrel Street  
Jurupa Valley, CA 91752

The District planned to expand their groundwater supply. Four well sites were selected for further development. They were Well 27, Well 28, and two future wells.

This project consists of the construction of two groundwater wells, ancillary equipment, approximately 12,800 LF of 16-inch to 30-inch diameter of potable water transmission pipelines which will connect to the District 870 FT Pressure Zone (PZ). Water pipelines in Riverside Drive and Wineville Road connect with the existing 30-inch/36-inch diameter 870 PZ waterline at Bellevue Avenue.

During the initial start-up of the well, and during periodic tests of the equipment during maintenance inspections, “blow-off” water was released. Blow-off water from Well 27 was conveyed via a storm drain pipeline to the existing Day Creek Channel located approximately 1,800 FT east of Well 27 site. An encroachment permit was required from Riverside County Flood Control District in order to make connection. Blow-off water from Well 28 was conveyed via a storm drain pipeline to an existing storm drain located approximately 300 FT west of Well 28 site. An encroachment permit was required from the City of Jurupa Valley in order to make connection.





## Case Road Water and Sewer Improvements

### Eastern Municipal Water District

**Client Contact:**

Erik Jorgensen, PE  
Senior Civil Engineer  
951.928.3777 Ext. 4471  
jorgense@emwd.org

**Client**

Eastern Municipal Water District  
2270 Trumble Road  
Perris, CA, 92572-8300

WEBB provided alignment alternative evaluation, coordination with developers for future development, and preliminary and final engineering for the District's project. The District owns and operates the regional trunk sewer along Case Road for the area bounded by 7th Street to the north, San Jacinto River to the east, Case Road to the south, and Ramona Drive to the west. The sewer mains include 12-inch, 15-inch, and 24-inch diameter sewer mains in Case Road east of "G" Street, and approximately 800-FT of 12-inch diameter sewer main along "G" Street north of Case Road.

The existing 12-inch diameter sewer in "G" Street and Case Road are operating above the District's design criteria of 0.5 for d/D. The sewer mains to be improved include approximately 800-FT of 12-inch diameter sewer along "G" Street from the last District's manhole to the manhole in Case Road, and approximately 400-FT of 12-inch sewer segment in Case Road in the City of Perris. The project also includes application of encroachment permits from RCTC/Metrolink and the City of Perris.

- Crossing SCRR/Metrolink Railroad with steel casing
- Permit application/lease agreement process
- Prepare railroad tracks monitoring plan for pre-construction and during and post-construction monitoring
- Corrosion protection for corrosive soil condition



## A Street Pipeline Replacement

### Eastern Municipal Water District

**Client Contact:**

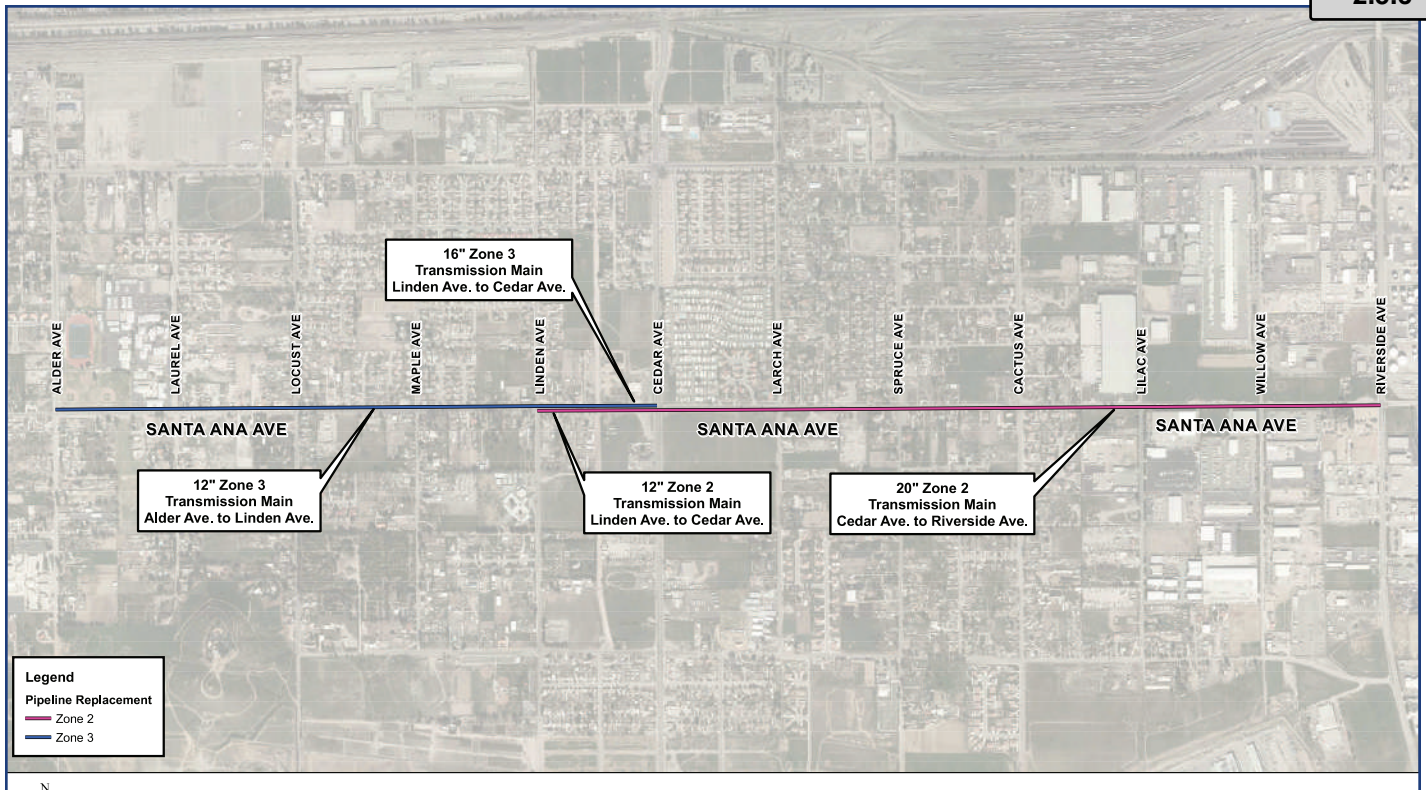
Eli Rodriguez  
Project Engineer  
951.928.3777 Ext. 4450  
rodrigue@emwd.org

**Client**

Eastern Municipal Water District  
2270 Trumble Road  
Perris, CA, 92572-8300

This project included approximately 450 LF of 24-inch diameter pipeline, 160 LF of 36-inch diameter casing under the railroad tracks, Caltrans ROW, electrical poles, and abandonment of the existing pipeline. WEBB prepared a final abandonment plan showing location where slurry was to be pumped into the pipeline to confirm complete filling of the abandoned pipeline. WEBB provided preliminary design alignment, survey, geotechnical/corrosion investigation, utility research and potholing, coordinated permitting, and bidding support services for the District's project.

- 450 LF of 24-inch diameter pipeline, 160 LF of 36-inch diameter casing under the railroad tracks, Caltrans
- ROW, electrical poles, and abandonment of the existing pipeline
- Prepared a final abandonment plan showing location where slurry is to be pumped into the pipeline to confirm complete filling of the abandoned pipeline
- Provided preliminary design alignment, survey, geotechnical/corrosion investigation, utility research and potholing, coordinated permitting, and bidding support services for the District's project



## Santa Ana Avenue Transmission Main West Valley Water District

### Client Contact:

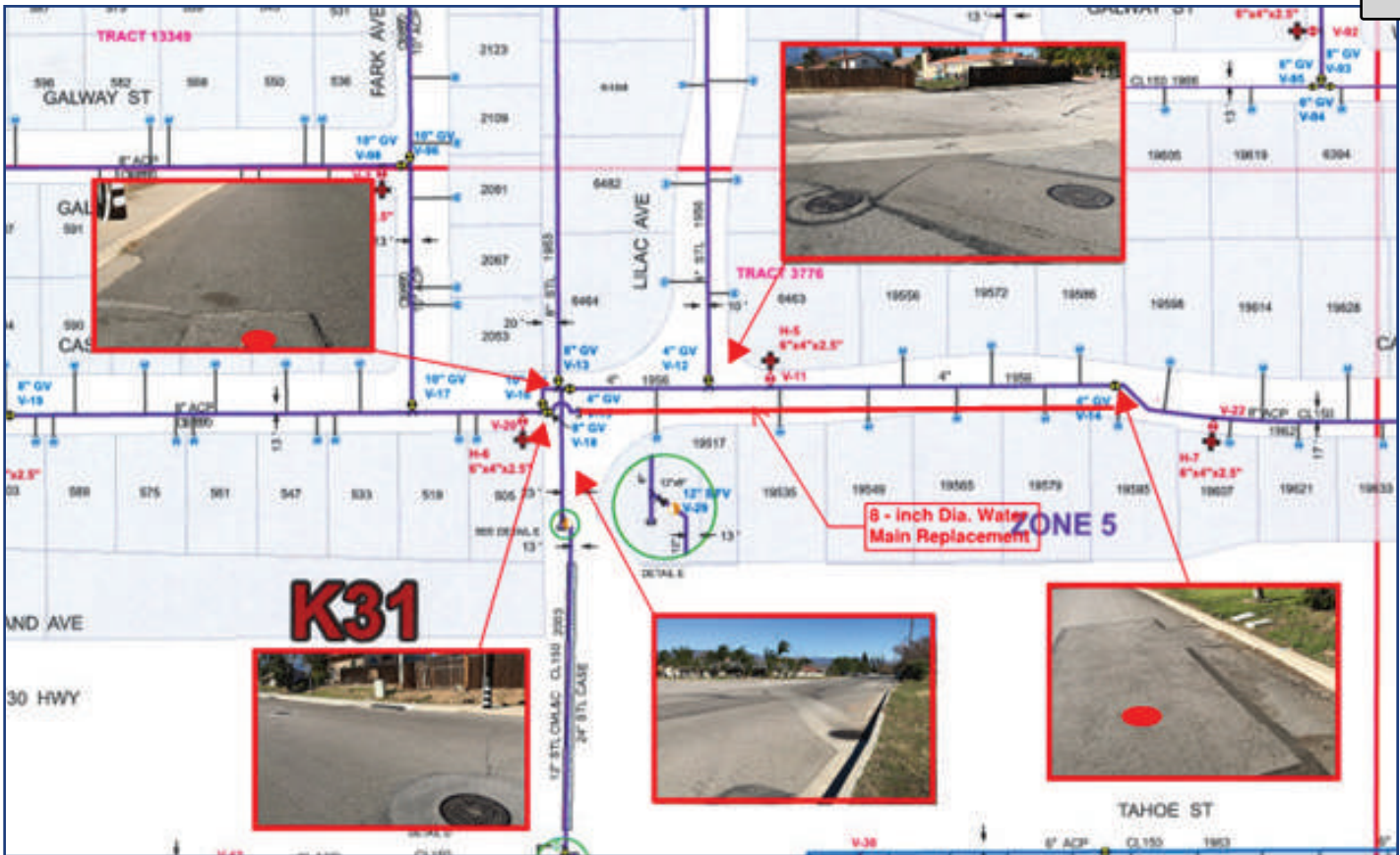
Linda Jadeski  
 Engineering Services Manager  
 909.820.3713  
 ljadeski@wvwd.org

### Client

West Valley Water District  
 855 West Baseline Road  
 Rialto, CA, 92376-3103

The District owns and operates distribution mains and transmission mains through the District's different pressure zones in Bloomington Area and City of Rialto. Some pipes were over 70 years old. Due to the age and increased water demand and fire flow protection requirements, approximately 20,100-LF of 12-inch through 20-inch diameter transmission mains are proposed and approximately 9,900-LF of 8-inch diameter distribution mains will be installed to replace the existing 4-inch and 6-inch diameter pipelines. As a part of the improvements approximately over 200 services were installed along with valve, fire hydrant water system interconnections, and other appurtenances.

This portion of the project was along Santa Ana Avenue, a local street in a residential area featuring constraints during construction that could impact public facilities including Bloomington High School, Bloomington Congregational UCC, Cedar House Lift Change Center, and bus route/stops. There are also a few scattered businesses and companies along the street. WEBB coordinated with them to address working hours, access, pedestrian protection, and how to finish up by each of construction day.



## Casmalia Street Main Replacement Project

### West Valley Water District

#### Client Contact:

Linda Jadeski  
Engineering Services Manager  
909.820.3713  
ljadeski@wvwd.org

#### Client

West Valley Water District  
855 West Baseline Road  
Rialto, CA, 92376-3103

The West Valley Water District (District) plans to replace a 4-inch diameter pipeline with an approximately 645-FT of 8-inch diameter waterline in Casmalia Street from 150-FT west of Lilac Avenue to 500-FT east of Lilac Avenue. Casmalia Street is a local street in a residential area. Local traffic is expected to be light to moderate. The existing utilities include storm drains, sewer main, water main, and gas line. There are catch basins, street cross gutters, and a drop inlet at the intersection of Lilac Avenue.

The western connection of the new 8-inch pipe is anticipated at the existing 8-inch diameter apped/flanged pipe. The existing 8-inch diameter gate valve can be closed to accommodate the connection installation. No shutdown and dewatering are anticipated. The eastern connection should be in front of properties with addresses of 19586 and 19598. The exact location of transition from 4-inch diameter to 8-inch diameter will be determined with the District. Water shutdown and dewatering are anticipated.

The key issues are identified as follows:

- Field survey and identify the utility identifications/potholing
- Well documented plans with all construction items
- Schedule



## Section 6. Additional Information

The assigned WEBB Team consists of senior level professionals who will perform the required tasks for WVWD. By taking this hands-on approach, an experienced professional always has in-depth and intimate knowledge of each project task. This improves overall project management, reduces the opportunity for costly mistakes and delays, and allows our staff to provide very effective and efficient service to you. Coordination is critical for your civil engineering project. For this contract, **Bruce Davis, PE**, will serve as **Principal-In-Charge** and will handle all contractual matters and advise the team. Bruce has served as the Principal-in-Charge for many regional infrastructure projects and he has over 34 years of experience working on projects for various cities and public agencies. His in-depth technical and professional experience allows him to continue to be successful on WVWD's project. WEBB's **Project Manager, Siming Zhang, PE**, will maintain direct and continued responsibility for services provided under the duration of the contract. Siming will serve as the primary contact on matters dealing with the project and managing the day-to-day activities throughout project completion. Our design team **Project Engineers** will be **Gustavo Gomez, PE** and **Elizabeth Xiong**. Both have experience assisting in project designs ranging from the preliminary stages of a project through the construction phase. In addition, they have worked on public works projects involving wastewater and water systems for various municipalities. The WEBB Team will be solidified by teaming with **C Below**, to provide Potholing, **Inland Aerial Survey, Inc.**, to provide aerial survey, and **LandMark Consultants**, to provide geotechnical engineering services. WEBB has worked with all subconsultants on many projects similar to WVWD's transmission main crossing project.





## Siming Zhang, PE

### Senior Engineer

Siming Zhang, PE, is a Senior Engineer with WEBB's Water Resources Department. Siming assists clients in managing and designing a wide array of public works projects including water storage reservoirs, water transmission pipelines and booster stations, major trunk sewer mains, sewer collection pipelines and sewer lift stations, and water booster stations.

As a Project Manager who leads a team of engineers and designers, Siming has been a key advisor on many important matters that help determine the success of land developments including master drainage plans, hydrology/hydraulic studies, storm drain designs, Conditional Letters of Map Revision (CLOMR), and Letters of Map Revision (LOMR). Clients depend on Siming's ability to fulfill a broad range of project goals including assistance with engineering design, bidding, construction administration, coordination with local agencies, sewer and water master facility plans, feasibility studies, construction drawings and specifications, construction and project cost estimates, and coordination with government agencies to secure approvals and permits.

Siming's responsibilities entail engineering design, assistance during bidding, construction administration, coordination with local agencies, sewer and water master facility plans, feasibility studies, construction drawings and specifications, construction and project cost estimates, and coordination with various government agencies to obtain the applicable approvals and permits. His contract administration responsibilities included review of bid proposals, contractor submittal drawings, inspection reports, and process requests for information, requests for change order, and periodic site visits to monitor construction.

Among his contract administration responsibilities, Siming has reviewed bid proposals, contractor submittal drawings, and inspection reports. He also processes requests for information, coordinates change order requests, partial pay estimates, weekly working statements and notices of completion, and makes periodic site visits to monitor construction.

---

#### **Case Road Water and Sewer Improvements, Easter Municipal Water District -**

Siming served as Project Manager for the WEBB Team that provided preliminary and final engineering for the District's project. The District owns and operates the regional trunk sewer along Case Road for the area bounded by 7th Street to the north, San Jacinto River to the east, Case Road to the south, and Ramona Drive to the west. The sewer mains include 12-inch, 15-inch, and 24-inch diameter sewer mains in Case Road east of "G" Street, approximately 800-FT of 12-inch diameter sewer main along "G" Street north of Case Road, three sewer main segments crossing under the SCRAA/Metrolink Railroad at "G" Street, extension of Redlands Avenue, and extension of Murrieta Road.

**Bloomington Area Watermain Replacement, West Valley Water District -** Siming served as the Project Manager for the Bloomington Area Alley Water Main Relocations and Zone 2 24-inch Transmission Main Project, Phase 3. This project includes

#### **REGISTRATIONS**

Registered Civil Engineer C 60156 (CA)

#### **EDUCATION**

BS, Civil Engineering  
Tsinghua University, China  
MS, Civil Engineering  
University of Southern California

#### **AFFILIATIONS**

American Society of Civil Engineers (ASCE)  
American Water Works Association (AWWA)

## Siming Zhang, PE

Senior Engineer

relocation of 20,880-LF of 8-inch, 12-inch, and 24-inch diameter CML/CMC WSP and 418 services from backyard alleyways to the street in front of the property. WEBB is responsible for designing and implementing the relocation of the existing water facilities from the alleyways to the street right-of-way to improve meter reading and valve access and to perform regular and emergency maintenance more readily. In addition, fire hydrants will be added to the street right-of-way for improved and easily accessible fire protection.

**Pyrite Creek Trunk Sewer, Jurupa Community Services** - Siming serves as the Pyrite Creek Project Manager/Engineer for the Florine Sewer Lift Station, Sewer Main & Force Main for the Jurupa Community Services District Sewer Bond Projects. In February 2010, the District issued Certificate of Participation Bonds to finance the construction of certain capital improvements known as “the Project.” The Project included three major components to improve the District’s sewer system: 1) Trunk Sewer System Improvements, 2) Regional Wastewater Pump Station Expansion and New Force Main to the City of Riverside’s Water Quality Control Plant (WQCP), and 3) Florine Lift Station Replacement. More specifically, the second component is the combination of improvements to convey wastewater from the District’s regional wastewater pump station to the City’s WQCP, to address current deficiencies and meet ultimate conveyance requirements. The proposed preliminary design for these regional sewer facilities advances the project such that final design can be effectively initiated within the time frame specified by the capital improvement program. One challenge of this project is to obtain a permit from UPRR for parallel installing and crossing.

**City of Ontario Capital Improvements Program (CIP) 2013-14 and 2014-15, Ontario** - Siming served as the Project Manager in the design and construction of the City of Ontario’s capital improvement programs. As the Project Manager, Siming was fully involved in updating Ontario’s local waterline distribution systems throughout the City. The project included the design of 4,232-LF of 12-inch diameter pipelines and the design of 6,400-LF of 8-inch diameter pipelines. Siming managed utility research, local and state agency coordination, and coordination with utility agencies within the project limits. After successful completion of the 2013-14 CIP, Siming served as the Project Manager with similar tasks to the City’s infrastructure updates for the 2014-15 fiscal year.

**Banning Water Canyon Pipeline Replacement PDR, City of Banning** - Siming served as Project Manager for the PDR. The City of Banning planned to evaluate and replace the transmission pipelines. WEBB completed the Preliminary Design Report (PDR) for the Banning Water Canyon Transmission Pipeline Replacement Project. The waterlines are identified as 18 segments which have been prioritized based on potential environmental impacts and the need of repair and replacement.

**Recycled Water Pipeline, City of Banning** - Siming served as a Project Manager and assisted in the implementation of the City of Banning’s (City) Recycled Water Master Plan. The City constructed the Phase I Irrigation Water Supply System which ultimately extended east to the City’s treatment plant located south of I-10 Freeway between S. Highland Home Road and City Water Reclaimed Treatment on 2242 E. Charles Street. The project included three major components/segments. The Segment A pipeline consisted of approximately 11,500-LF of 24-inch diameter pipeline. Segments B and C included approximately two miles each. WEBB provided final design engineering services, including preparation of plans and specifications for each major component (Segments): design surveying, coordination with Caltrans on construction within Caltrans right-of-way. WEBB also provided engineering assistance during the construction phase.

**Water Capital Improvement Projects (30-inch & 18 Inch), City of Ontario, Municipal Utilities Company, Ontario** - Siming is serving as a Project Engineer for this project, which includes designing two water capital improvement projects for the Ontario Municipal Utilities Company. The first involves the design of 6,800-LF of 30-inch diameter transmission main from the 20 MG Reservoir (1212 Pressure Zone) on Eighth Street in the City of Upland and south on San Antonio Avenue to Fourth Street. The second project involves the design of 7,500-LF of 18-inch diameter distribution main in Fourth Street from Elderberry Avenue to Euclid Avenue. The key challenge for both of these projects is to select an alignment that avoids both existing utilities and maintains access to the residents in the area.



## Bruce Davis, PE

### Senior Vice President

Bruce Davis is a Senior Vice President of Albert A. Webb Associates (WEBB). Bruce has been a full-time employee of WEBB since 1986. Bruce currently serves as Director of Water Resources. As Director, he oversees all water and wastewater projects performed by the firm. Since 2018, Bruce has taken the lead representing WEBB in matters involving engineering standard of care and risk management. Bruce is a registered civil engineer in the State of California.

Bruce has served as Principle-in-charge for well over one hundred regional infrastructure projects. His experience includes planning, design and support during construction of water, wastewater, drainage and transportation projects on behalf of clients including Eastern Municipal Water District, Coachella Valley Water District, Jurupa Community Services District, and cities of Corona, Murrieta, Rancho Mirage, Ontario, Grand Terrace, Rialto and Cathedral City. Project types include pipelines from 8-inch diameter up to 60-inch diameter, pumping ranging in size from one hundred gallons per minute to over 5,000 gallons per minute and storage facilities ranging in capacity from five hundred thousand gallons to over twenty million gallons, roadways, signals, storm drains and basins. Recent water industry projects include O'Ferrell Street Booster Pump Station, Redlands/Hemlock Booster Pump Station, Longview and Watson Roads pipelines, Perris II Desalter pipeline and Markham 7.0-million-gallon storage tank.

Along with experience with regional infrastructure projects, Bruce has extensive knowledge and experience with survey, planning, entitlement, development (residential and commercial) and environmental services. His extensive experience translates to an understanding of all steps required to successfully complete a project efficiently and on schedule. Bruce has served as an expert witness in matters involving land use, entitlements and drainage.

Bruce is a member of and/or involved with American Public Works Association, American Water Works Association, Association of California Water Agencies and League of California Cities. He served several years as a Board member of CalWater PAC which is a political action committee advocating for issues important to California's water supply. Bruce serves as an excellent resource for his clients on current issues and trends in our region.

#### **REGISTRATIONS:**

Registered Civil Engineer  
C 47200 (CA)

#### **EDUCATION:**

BS Civil Engineering, California State  
Polytechnic University, Pomona

#### **AFFILIATIONS:**

American Public Works Association (APWA)  
American Water Works Association (AWWA)  
California Water Political Action Committee  
(CalWater PAC)  
Association of California Water Agencies  
(ACWA)  
Coachella Valley Economic Partnership  
(CVEP)  
League of California Cities



## Gustavo Gomez, PE

### Associate Engineer

Gustavo Gomez, PE, is an Associate Engineer with WEBB's Water Resources Department. Gustavo is involved with the planning and design of public works and water resource projects. He is proficient with the use of AutoCAD and Civil 3D, and conducts plan checks of water and sewer improvement plans for developments within the Jurupa Community Services District. Prior to his employment at WEBB, Gustavo worked for the San Bernardino Valley Water Conservation District. His responsibilities included improvement planning for the District operations, preparation of a master trail plan, and groundwater level measurements in the Bunker Hill Basin. Gustavo is a graduate of Cal Poly Pomona where his course work included water treatment and distribution, as well as new and developing technologies in the water resources field.

#### REGISTRATIONS

Registered Civil Engineer C 89586 (CA)

#### EDUCATION

BS, Civil Engineering  
Cal Polytechnic University,  
Pomona

#### AFFILIATIONS

American Society of Civil Engineers (ASCE)

**Bloomington Area Water Main Relocations, West Valley Water District** - Gustavo served as Project Engineer for the Bloomington Area Alley Water Main Relocations and Zone 2 24-inch Transmission Main Project, Phase 3. This project includes relocation of 20,880-LF of 8-inch, 12-inch, and 24-inch diameter CML/CMC WSP and 418 services from backyard alleyways to the street in front of the property.

**FY 14-15 Watermain Replacements, Jurupa Community Services District** - Gustavo has been the lead on plan check services for the District for the last two years. In total, he and the WEBB Team have provided district plan check and engineering services to Jurupa Community Services District (JCSD) for over 45 years. Since 1986, JCSD has pursued an aggressive waterline replacement program to upgrade existing service by replacing approximately 10,000-LF of 8-inch to 12-inch diameter water distribution mains annually. WEBB is responsible for the preparation of plans and specifications, utility research, coordination with local fire and transportation departments for approval, surveying and construction management, and inspection services.

**Mountain Pressure Zone Water Main Replacement, City of San Bernardino Municipal Water Department** - Gustavo served as the Project Engineer for the replacement of four pipeline segments in San Bernardino's Mountain Pressure Zone. The new segments, designed to boost reliability and public safety, range in length from 600-LF to 1,400-LF. Gustavo helped the WEBB Team coordinate a range of services on the project including surveying, topographic mapping, geotechnical investigation, utility potholing, horizontal alignment, and final design.

**North Shore Water Main Replacement, Coachella Valley Water District** - Gustavo served as Project Engineer and the WEBB Team provided engineering design services for the District's North Shore Water Main replacement project. The project consisted of approximately 10,500-LF of a 12-inch diameter ductile iron pipe (DIP) domestic water transmission main including appurtenances in Bay Drive, Vander Veer Road, 70th Avenue, apportion of Lookout Drive and Sea View Way in the unincorporated territory of Riverside County known as North Shore. The engineering services include field survey, aerial topographic mapping, data collection and utility research, geotechnical investigation, underground utility verification and potholing, preparation of plans, specifications and cost estimates, assistant on encroachment permits application, and bid support.



## Michael E. Johnson, LLS

Director

Michael Johnson, LLS, is the Director of Albert A. Webb Associates' Land Survey & Mapping Department. Michael has years of experience in all aspects of surveying from initial project coordination and research, performing survey data adjustments and analysis, to overseeing and providing construction staking through final as-built and ALTA surveys.

Michael trained and supervised several field crews including technical office and support staff. From entitlement to field survey and construction to delivery of a completed product, Michael has the knowledge and experience to provide the entire range of services any municipal, private development, or construction company has come to expect. As part of the private and public sector of development, Michael gained experience with subdivisions, retail centers, commercial distribution centers, pipelines, tank site & reservoir projects, mass grading and hillside slope projects, hospitals, schools, training facilities for fire & police, highways, channels, parking structures, and many others.

Michael is responsible for providing technical support, survey analysis, overseeing field work and management for specific projects, and field data processing and adjustments, among many other duties. He provides his expertise and broad range of skills for solutions to complex and large scale projects.

**SCE TRTP Segment 8, Chino Hills** - Michael served as the land survey lead of the TRTP SEG 8 Chino Hills Project. WEBB's scope of work for this project was to provide the civil engineering work associated with undergrounding of the TRTP segment 8 transmission lines. The project was very complex and involved grading in hilly terrain, between houses, through parks, golf course and across many public roads. The project included many environmental constraints which WEBB incorporated into project plans and specifications by working closely with SCE environmental team and consultant.

The work included designing construction access roads along the 3.5 mile duct banks between two proposed transition stations generally located from just east of Pipeline Avenue to just west of Canon Lane in the City of Chino Hills. The purpose of the construction access road (width varied between 11.5- to 33.5-FT) was to facilitate excavation of duct banks trenches and installation of conduits. WEBB designed erosion control plans and measures associated with construction access roads to ensure no erosion or sediment flow into the natural drainages and streams. WEBB also designed the restoration and the permanent access road plans to be implemented right after the completion of duct banks construction to restore the ground surface as close to the pre-construction condition as possible.

**Archibald Avenue and Schleisman Road Ultimate Intersection Improvements, Eastvale** – Michael served as the land survey lead for the Archibald Avenue and Schleisman Road Intersection Improvements to the ultimate design configuration per the General Plan. Archibald Avenue and Schleisman Road are both Urban Arterial roads with 152 FT ultimate right-of-way width typical sections.

### REGISTRATIONS

Licensed Land Surveyor 7673 (CA)

### EDUCATION

AS, Mathematics,  
Riverside Community College

### AFFILIATIONS

California Land Surveyors Association (CLSA)

## Michael E. Johnson, LLS

Director

The design included expanded intersection widths to allow for right-turn pockets, dual left turn lanes in all directions, and raised medians. A new traffic signal and signing and striping was also designed and installed per Riverside County Standards. Existing SCE Poles along the west side of Archibald Avenue also had to be relocated to allow for the widening of Archibald Avenue. This was done through a Joint Use Agreement (JUA) between the County of Riverside and SCE since SCE had prior rights along this section of Archibald Avenue. Michael was responsible for the coordination of plans between three developers (Lewis, Richland, & Capital Pacific Homes), processing of Plans through the County of Riverside, and obtaining approvals for construction.

**Case Road Sewer, Eastern Municipal Water District** - Michael served as Land Surveyor on the WEBB Team that prepared the project feasibility study, which analyzed two different options. The first was the Beaumont option which expands and upgrades treatment at the City's WWTP. For this option three different WWTP configurations were evaluated. In addition, options were explored to dispose of waste brine from the advanced treatment system. The second option was to consolidate treatment with YVWD and deliver all wastewater flow there. For each option detailed cost estimates were developed taking into account capital cost and O&M costs. In the end the City Council selected the Beaumont option. The preliminary design includes the preparation of 20%-30% plans for both the WWTP expansion as well as a 23-mile brine disposal pipeline connecting to the IEBL in San Bernardino.

**Dillon Road Water Main Replacement, Coachella Valley Water District** - Michael provided Land Survey and Mapping Services for the WEBB Team responsible for designing a domestic water transmission main system providing a reliable water supply to District's service area located northeast of Sun City Palm Desert in Riverside County near the community of Indio Hills. Currently, this County service area, Improvement District 18, is an isolated pressure zone located near the end of the Sky Valley Domestic Water System, which has limited supply capacity between BS 04701 and R 4711. The approximately 4.2 mile alignment travels from BS 04701 located near the intersection of Dillon Road and Western Avenue to R 4711 which is 800-FT north of the intersection of 30th Avenue and Sunny Rock Road. Construction of the pipeline occurred on the north shoulder of Dillon Road to match the Phase 1 project.

**Enchanted Heights Sewer System, Eastern Municipal Water District** - Michael provided Land Survey and Mapping Services for the Enchanted Heights Sewer System Infrastructures Project. In order to provide a sewer collection system for 542 dwelling units located within the 170 acre Enchanted Heights area of Riverside County and City of Perris, WEBB prepared final engineering plans and specifications for a gravity collection system. This system included approximately 23,000-LF of 8-inch gravity pipe, 3,000-LF of 6-inch force main, and a new sanitary sewer lift station (Luckens). As part of this project, WEBB also upgraded the District's existing Diana Lift Station by installing a new emergency generator, upgrade MCC site access improvements, asphalt paving, and security fencing. WEBB completed an evaluation of three potential site locations to provide the District flexibility in handling affected property owners and acquiring the right-of-way for the proposed lift station.

In addition, WEBB successfully handled challenges including the project's proximity to a school, complex rock and groundwater geotechnical conditions, and a tri-party funding source from Riverside County, Perris, and EMWD. The WEBB Team evaluated options for including rock excavation and groundwater dewatering in the specifications and coordinated matters to reduce the possibility of change orders during construction. We helped design the project to alleviate issues involving shallow sewer laterals, existing utilities crossings and rock excavation, and worked to ensure it functioned smoothly for lower residences with pools beneath street grades.





# Section 7. Cost Estimates of Consulting Fee

## West Valley Water District - Project W21007 - 18-in Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road

	Billout Rate	Total Hours												Subtotal - Labor	Sub-Consultant	Expenses	Total Task
		Davis, Bruce A.	Zhang, Siming	Gomez, Gustavo A	Xiong, Elizabeth Yunzhu	DeShazer, Teresa M.	Johnson, Michael E.	Charron, Amy C	Ros, Jon	Moretti, Jordan T	Seivers, Matthew F.						
<b>1</b>		4	50	92	40	43	2	2	4	10	16	263	\$ 46,193	\$ 15,583	\$ 650	\$ 62,410	
1.1	WVWD Coordination	2	12	4		12						30	\$ 5,614	\$ -	\$ -	\$ 5,610	
1.2	Surveying								4	8	10	26	\$ 5,442	\$ 2,300	\$ -	\$ 7,740	
1.3	Utility Research / Coordination		1	4		8						13	\$ 1,764	\$ -	\$ 400	\$ 2,160	
1.4	Geotechnical Services		1			2						3	\$ 474	\$ 6,900	\$ -	\$ 7,370	
1.5	Potholing		1	4		1				2	6	14	\$ 2,977	\$ 6,383	\$ 25	\$ 9,380	
1.6	Permits		8	20		8						36	\$ 6,176	\$ -	\$ 100	\$ 6,280	
1.7	Construction Plans		4	8	32							44	\$ 6,464	\$ -	\$ -	\$ 6,460	
1.8	Contract Documents		8	32	8							48	\$ 8,296	\$ -	\$ -	\$ 8,300	
1.9	Construction Schedule and Cost Estimate		2	4								6	\$ 1,168	\$ -	\$ -	\$ 1,170	
1.10	Meetings (four with District)	2	8	4		2						16	\$ 3,504	\$ -	\$ -	\$ 3,500	
1.11	Deliverables		2	8	8	8						18	\$ 2,672	\$ -	\$ 100	\$ 2,770	
1.12	Bid Support Services		3	4		2						9	\$ 1,642	\$ -	\$ 25	\$ 1,670	
<b>2</b>							1		6	2	34	43	\$ 11,428	\$ -	\$ 175	\$ 11,600	
	Construction Staking Services									2	4	6	\$ 1,394	\$ -	\$ 25	\$ 1,420	
	Staking Alignment / Easements								6		30	37	\$ 10,034	\$ -	\$ 150	\$ 10,180	
	Monitoring for boring in Caltrans ROW						1										
<b>Total</b>		4	50	92	40	43	3	2	10	12	50	306	\$ 57,621	\$ 15,583	\$ 825	\$ 74,010	
<b>3</b>							5	7	4	4		20	\$ 3,401	\$ -	\$ 1,525	\$ 4,930	
	Recording of Easement Agreement (Optional Services)							1	1			2	\$ 367	\$ -	\$ 1,500	\$ 1,870	
	Boundary Survey and Title Report						2	2	4	4		12	\$ 2,086	\$ -	\$ -	\$ 2,090	
	Prepare legal and plat of easement area						2	4				6	\$ 948	\$ -	\$ 25	\$ 970	
	Recordation in County Recorder's office						5	7	4	4		20	\$ 3,401	\$ -	\$ 1,525	\$ 4,930	
	<b>Total of Optional Services</b>																



# Section 8. Project Schedule

PROJECT SCHEDULE						
18-in Transmission Main under I-15 Fwy						
ID	Task Name	Duration	Start	Finish	2021	
					Dec	Jan
1	<b>Board Authorization</b>	0 days	Thu 12/17/20	Thu 12/17/20	◆ 12/17	
2						
3	<b>Contract Award</b>	0 days	Fri 12/18/20	Fri 12/18/20	◆ 12/18	
4						
5	<b>Project Kick-off</b>	1 day	Tue 1/5/21	Tue 1/5/21		
6						
7	<b>Preliminary Design Phase (30%)</b>	16 wks	Fri 12/18/20	Wed 4/14/21		
8	Obtain W/WD Files and Data	2 days	Wed 1/6/21	Thu 1/7/21		
9	Aerial Mapping and Field Survey	6 wks	Fri 12/18/20	Tue 2/2/21		
10	Utilities Research	6 wks	Fri 12/18/20	Tue 2/2/21		
11	Preliminary Alignment Analysis	2 wks	Wed 2/3/21	Tue 2/16/21		
12	District Review	2 wks	Wed 2/17/21	Wed 3/3/21		
13	Geotechnical Investigation Permit	1 wk	Thu 3/4/21	Wed 3/10/21		
14	Geotechnical Investigation and Report	5 wks	Thu 3/11/21	Wed 4/14/21		
15	<b>Bid Documents - Plans and Specs</b>	18 wks	Thu 3/4/21	Thu 7/8/21		
16	Pothole Permit	1 wk	Thu 3/4/21	Wed 3/10/21		
17	Field Pothole and Report	3 wks	Thu 3/11/21	Wed 3/31/21		
18	60% Plans Submittal	2 wks	Thu 4/1/21	Wed 4/14/21		
19	District Review 60% Plans	2 wks	Thu 4/15/21	Wed 4/28/21		
20	90% Plans and Specifications Submittal	2 wks	Thu 4/29/21	Wed 5/12/21		
21	District Review 90% Plans and Specs	2 wks	Thu 5/13/21	Wed 5/26/21		
22	Final Plans and Specs Submittal for Approval	1 wk	Fri 6/25/21	Thu 7/1/21		
23	Mylars for District signatures	1 wk	Fri 7/2/21	Thu 7/8/21		
24	<b>Permits</b>	8 wks	Thu 4/29/21	Thu 6/24/21		
25	City of Fontana Permit	2 wks	Thu 5/27/21	Thu 6/10/21		
26	Caltrans Permit	2 mons	Thu 4/29/21	Thu 6/24/21		
27						
28	<b>Bidding and Award - Construction Phase</b>	10 wks	Fri 7/9/21	Fri 9/17/21		
29						
30	<b>Construction</b>	22 wks	Mon 9/20/21	Fri 2/18/22		

**EXHIBIT "2"**

**TO**

**TASK ORDER NO. 1**

**COMPENSATION**

The fee estimated for Development of Construction Bid Documents for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project is **\$78,940.00** per the attached fee proposal.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>Task 1 - Project Administration and Coordination</b>		
	WVWD Coordination	\$5,610.00
	Surveying	\$7,740.00
	Utility Research Coordination	\$2,160.00
	Geotechnical Services	\$7,370.00
	Potholing	\$9,380.00
	Permits	\$6,280.00
	Construction Plans	\$6,460.00
	Contract Documents	\$8,300.00
	Construction Schedule and Cost Estimate	\$1,170.00
	Meetings	\$3,500.00
	Deliverables	\$2,770.00
	Bid Support Services	\$1,670.00
Total Task 1		\$62,410.00
<b>Task 2 – Construction Staking Services</b>		
	Staking Alignment/Easements	\$1,140.00
	Monitoring for boring in Caltrans ROW	\$10,180.00
Total Task 2		\$11,600.00
<b>Task 3 – Recordation of Easement Agreement (Optional Services)</b>		
	Boundary Survey and Title Report	\$1,180.00
	Prepare legal and plat of easement area	\$2,090.00
	Recordation in County Recorder's office	\$970.00
Total Task 3		\$4,930.00
<b>Total Cost</b>		<b>\$78,940.00</b>

**West Valley Water District - Project W21007 - 18-in Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road**

		Davis, Bruce A.	Zhang, Siming	Gomez, Gustavo A	Xiong, Elizabeth Yunzhu	DeShazer, Teresa M.	Johnson, Michael E.	Charron, Amy C	Ros, Jon	Moretti, Jordan T	Sievers, Matthew F.	Total Hours	Subtotal - Labor	Sub-Consultant	Expenses	Total Task
	<b>Billout Rate</b>	\$ 281	\$ 260	\$ 162	\$ 129	\$ 107	\$ 260	\$ 107	\$ 209	\$ 129	\$ 284					
<b>1</b>	<b>Project Administration and Coordination</b>	<b>4</b>	<b>50</b>	<b>92</b>	<b>40</b>	<b>43</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>10</b>	<b>16</b>	<b>263</b>	<b>\$ 46,193</b>	<b>\$ 15,583</b>	<b>\$ 650</b>	<b>\$ 62,410</b>
1.1	WVWD Coordination	2	12	4		12						30	\$ 5,614	\$ -	\$ -	\$ 5,610
1.2	Surveying						2	2	4	8	10	26	\$ 5,442	\$ 2,300	\$ -	\$ 7,740
1.3	Utility Research / Coordination		1	4		8						13	\$ 1,764	\$ -	\$ 400	\$ 2,160
1.4	Geotechnical Services		1			2						3	\$ 474	\$ 6,900	\$ -	\$ 7,370
1.5	Potholing		1	4		1				2	6	14	\$ 2,977	\$ 6,383	\$ 25	\$ 9,380
1.6	Permits		8	20		8						36	\$ 6,176	\$ -	\$ 100	\$ 6,280
1.7	Construction Plans		4	8	32							44	\$ 6,464	\$ -	\$ -	\$ 6,460
1.8	Contract Documents		8	32	8							48	\$ 8,296	\$ -	\$ -	\$ 8,300
1.9	Construction Schedule and Cost Estimate		2	4								6	\$ 1,168	\$ -	\$ -	\$ 1,170
1.10	Meetings (four with District)	2	8	4		2						16	\$ 3,504	\$ -	\$ -	\$ 3,500
1.11	Deliverables		2	8		8						18	\$ 2,672	\$ -	\$ 100	\$ 2,770
1.12	Bid Support Services		3	4		2						9	\$ 1,642	\$ -	\$ 25	\$ 1,670
<b>2</b>	<b>Construction Staking Services</b>						<b>1</b>		<b>6</b>	<b>2</b>	<b>34</b>	<b>43</b>	<b>\$ 11,428</b>	<b>\$ -</b>	<b>\$ 175</b>	<b>\$ 11,600</b>
	Staking Alignment / Easements									2	4	6	\$ 1,394	\$ -	\$ 25	\$ 1,420
	Monitoring for boring in Caltrans ROW						1		6		30	37	\$ 10,034	\$ -	\$ 150	\$ 10,180
<b>Total</b>		<b>4</b>	<b>50</b>	<b>92</b>	<b>40</b>	<b>43</b>	<b>3</b>	<b>2</b>	<b>10</b>	<b>12</b>	<b>50</b>	<b>306</b>	<b>\$ 57,621</b>	<b>\$ 15,583</b>	<b>\$ 825</b>	<b>\$ 74,010</b>
<b>3</b>	<b>Recordation of Easement Agreement (Optional Services)</b>						<b>5</b>	<b>7</b>	<b>4</b>	<b>4</b>		<b>20</b>	<b>\$ 3,401</b>	<b>\$ -</b>	<b>\$ 1,525</b>	<b>\$ 4,930</b>
	Boundary Survey and Title Report						1	1				2	\$ 367	\$ -	\$ 1,500	\$ 1,870
	Prepare legal and plat of easement area						2	2	4	4		12	\$ 2,086	\$ -	\$ -	\$ 2,090
	Recordation in County Recorder's office						2	4				6	\$ 948	\$ -	\$ 25	\$ 970
													\$ -	\$ -	\$ -	\$ -
<b>Total of Optional Services</b>							<b>5</b>	<b>7</b>	<b>4</b>	<b>4</b>		<b>20</b>	<b>\$ 3,401</b>	<b>\$ -</b>	<b>\$ 1,525</b>	<b>\$ 4,930</b>

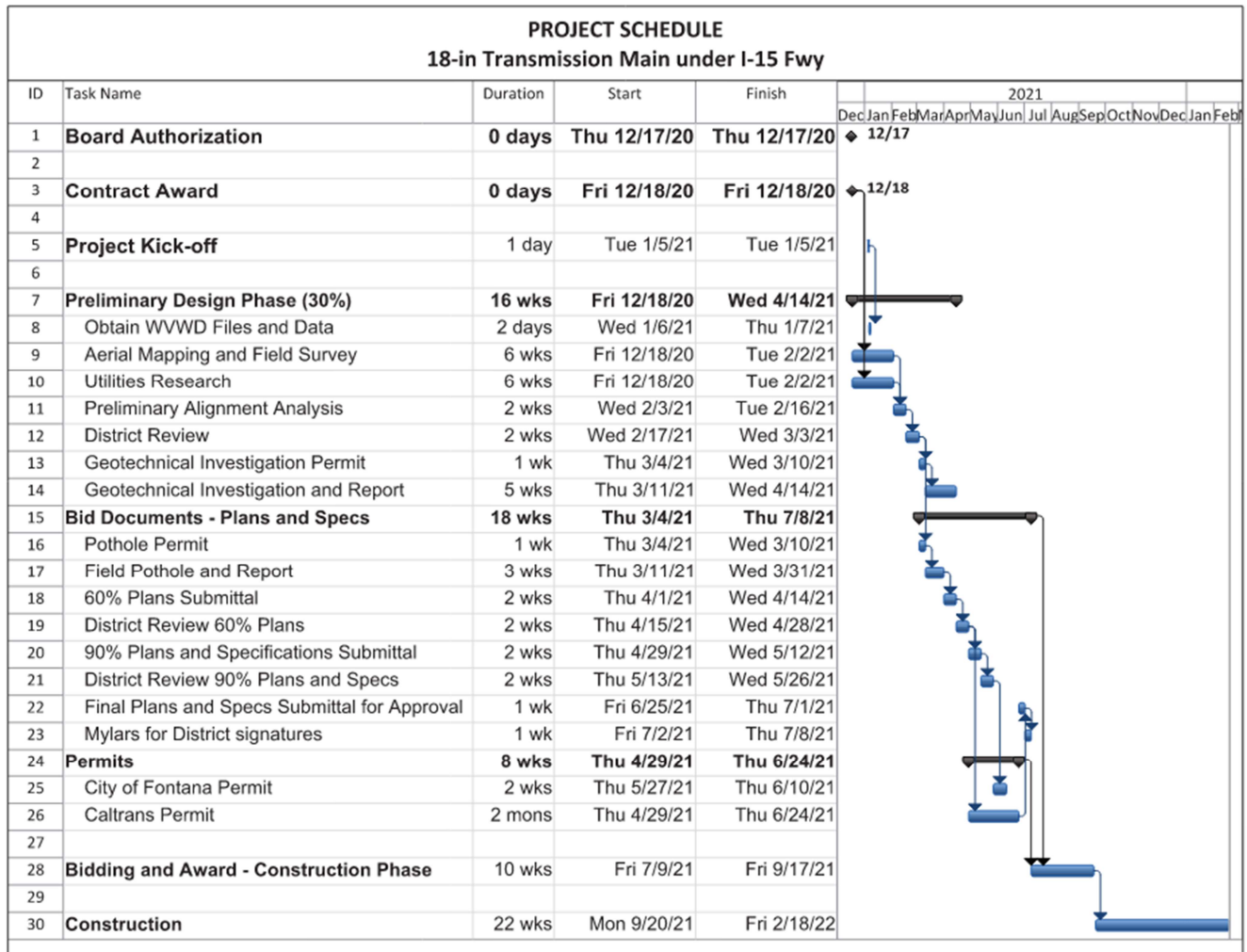
# EXHIBIT "3"

## TO

## TASK ORDER NO. 1

### SCHEDULE

**The tentative design schedule for Development of Construction Bid Documents for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project:**





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** December 17, 2020  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** AWARD OF CONTRACT FOR CONSTRUCTION OF SANTA ANA AVENUE TRANSMISSION MAIN PROJECT PHASE I TO EL-CO CONTRACTORS, INC.

---

**BACKGROUND:**

The West Valley Water District (“District”) water distribution mains, transmission mains, services and valves serving a portion of the community of Bloomington are located within Santa Ana Avenue were constructed in the 1950’s, 60’s and 70’s and lack the required supplies for domestic and fire flow demands in Pressure Zone 2 and Zone 3. The transmission mains are needed to improve water circulation for water quality. Due to these factors, the District has embarked on a project that includes the construction of two (2) transmission mains along Santa Ana Avenue. These new transmission mains will provide improved fire flow for the residences in the area. The new transmission main will replace the existing 4-inch water main serving this area and will be constructed within the street right of way.

To address this issue, the District initiated a project that includes the installation of new 12-inch diameter ductile iron (DI) water main approximately 1,330 linear feet along Santa Ana Avenue between Linden Avenue and Cedar Avenue, new 20-inch diameter DI water main approximately 1,320 linear feet along Santa Ana Avenue between Cedar and Larch Avenue in Zone 2 and installation of new 12-inch diameter DI water main approximately 40 linear feet along Linden Avenue, new 16-inch diameter DI water main approximately 1,230 linear feet along Santa Ana Avenue between Linden Avenue and Cedar Avenue in Zone 3.

**DISCUSSION:**

A Request for Bids (“RFB”) was posted on PlanetBids on October 16, 2020, for the construction of the Santa Ana Avenue Transmission Main Project Phase I. On November 6, 2020, four (4) bids were received. A summary of the bids received are as follows:

<b>Bidder</b>	<b>Total Base Bid Items</b>	<b>Total Alternate Bid Items*</b>	<b>Total Bid Items</b>
El-Co Contractors, Inc.	\$972,635.00	\$74,632.00	\$1,047,267.00
TK Construction	\$1,074,214.00	\$78,560.00	\$1,152,774.00
Paulus Engineering, Inc.	\$1,186,843.40	\$69,918.40	\$1,256,761.80**
Weka, Inc.	\$1,291,464.00	\$39,280.00	\$1,330,744.00**

Note:

\* Grind and Overlay instead of Slurry Seal required by the City Inspector

\*\* Due to minor differences in the sum of the Bid Schedule

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 Santa Ana Avenue Transmission Main Project Phase I as proposed by El-Co Contractors, Inc. is \$1,047,267.00. This item is included in the Fiscal Year 2020/2021 Capital Improvement Budget under the W17035 Santa Ana Avenue Transmission Main Project with a budget of \$1,477,146.77. Sufficient funds are available in the project budget. A summary of the requested budget transfer is as follows:

<b>CIP FY 2020-2021 Project Name</b>	<b>Current Budget</b>	<b>Construction Cost</b>	<b>Remaining Budget</b>
<b>W17035 Santa Ana Avenue Transmission Main</b>	\$1,477,146.77	\$1,047,267.00	\$429,879.77

### **STAFF RECOMMENDATION:**

It is recommended that the Board of Directors award of contract for the construction of the W17035 Santa Ana Avenue Transmission Main Project Phase I to El-Co Contractors, Inc. in the amount of \$1,047,267.00 and authorize the General Manager to execute the necessary documents.

BP:pa

### **MEETING HISTORY:**

11/18/20      Engineering, Operations and Planning Committee      REFERRED TO BOARD





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** December 17, 2020  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** CONSIDER RIALTO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT

---

**BACKGROUND:**

Pursuant to the Settlement Agreement in the lawsuit against Fontana Union Water Company (FUWC) et al by the San Bernardino Valley Municipal Water District (Valley District), City of Rialto (Rialto), City of Colton (Colton), and West Valley Water District (WVWD), the latter three (3) entities and FUWC are required to form a Groundwater Council to promote sustainable groundwater management for the Rialto Basin.

**DISCUSSION:**

Over the last year, management and counsel for the four entities that will form the Rialto Basin Groundwater Council (RBGC), developed the proposed Framework Agreement in Exhibit A. It should be noted that Valley District commented on the proposed Agreement but will NOT be a party to it. A summary of the key provisions follows:

**SECTION 3 - COUNCIL CREATION AND PURPOSE**

- The purpose of the Agreement and the reason behind the creation of the RBGC, is to provide for the funding, integration, and coordination of the management of native and imported water and associated groundwater replenishment facilities within the Rialto Basin. (Sec. 3.2)
- The RBGC shall consist of one representative and one alternate from each Party. (Sec. 3.3)
- For Colton, Rialto and WVWD, the representative member of the RBGC shall be a publicly-elected official of the Party and for FUWC the representative shall be a member of its Board of Directors. The same criteria applies to the alternate member. (Sec. 3.4)

**SECTION 4 - COUNCIL MEETINGS AND ACTIONS**

- At the initial meeting, the RBGC shall select officers, specifically someone to serve as President and chair its meetings, a Vice President to serve if the President is unavailable, and a Secretary to record RBGC proceedings and actions. (Sec. 4.1)

- The Parties agree that the RBGC and its Board of Directors is and shall be subject to the Ralph M. Brown Act (California Government Code section 54953 et seq.) (“Brown Act”) and that meetings and other applicable operations of the RBGC will be undertaken in compliance with the Brown Act. (Sec. 4.2)
- A quorum of the RBGC shall consist of three members. (Sec. 4.3)
- Each member of the RBGC shall have an equal voting right and three votes are required to pass any proposals for organizational, procedural, and administrative purposes only. (Sec. 4.4)
- For fiscal items, it will require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils. (Sec. 4.4.1)
- Minutes shall be kept of all meetings of the RBGC and any appointed Ad Hoc or Standing Committees. (Sec. 4.5)

#### **SECTION 5 - ANNUAL BUDGETING AND EXPENDITURE APPROVAL**

- The fiscal year of the RBGC shall be July 1 through June 30. The RBGC shall develop, circulate, and approve an annual budget for the funding of native supply capture and bringing water supply to the Rialto Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Rialto Basin. (Sec. 5.1)
- The RBGC shall appoint an entity that is responsible for the accounting and revenue collection functions of the RBGC. (Sec. 5.2)
- The RBGC shall prepare a budget review at midyear of each fiscal year. (Sec. 5.3)

#### **SECTION 6 - COUNCIL POWERS AND DUTIES**

- RBGC shall prepare an Annual Rialto Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available. The Annual Report shall include data showing each Party’s production from and recharge or replenishment to the Rialto Basin. (Sec. 6.1.2)
- RBGC may establish as-needed Ad Hoc and Standing Committees for the purpose of making recommendations to the RBGC Board. (Sec. 6.1.5)
- RBGC may contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. (Sec. 6.1.6)

#### **SECTION 7 - FUNDING RBGC ACTIVITIES**

- Funding for RBGC activities shall be provided equally by the Parties for each applicable RBGC budget year. (Sec. 7.1)

#### **SECTION 9 - RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS**

- Nothing in this Agreement is intended to modify the rights of the Parties under the terms of

the 1961 Decree; however, FUWC's production capacities of 5,014 acre-feet/year from No Man's Land shall be acknowledged and incorporated into the Rialto Basin production capacity limits in the 1961 decree. (Sec. 9.1 and 9.3)

All changes that were requested by WVWD legal counsel have been incorporated into the final document and representatives for the four parties have begun their processes to obtain approval of the Agreement from their various governing bodies.

**FISCAL IMPACT:**

At this time, the financial impact to execute the Agreement and participate in the Groundwater Council is limited to staff time. If any future activity associated with the Groundwater Council is expected to result in a financial impact, it would be brought back to the Board of Directors for approval.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors approve the Rialto Basin Groundwater Council Framework Agreement.

Respectfully Submitted,

*Shamindra Manbahal*

---

Shamindra Manbahal, Acting General Manager

LJ:mm

**ATTACHMENT(S):**

1. Exhibit A - Rialto Basin Groundwater Council Framework Agmt

**MEETING HISTORY:**

12/09/20      Engineering, Operations and Planning Committee      TABLED

# EXHIBIT A

**RIALTO BASIN GROUNDWATER COUNCIL  
FRAMEWORK AGREEMENT**

This **RIALTO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT** (“**Agreement**”) is entered into and effective this \_\_\_ day of \_\_\_\_\_, 2020 by and among the City of Colton (“**Colton**”), the City of Rialto (“**Rialto**”), Fontana Union Water Company (“**FUWC**”) and West Valley Water District (“**WVWD**”), each of which is referred to as a “**Party**,” for the purpose of coordinating, developing, and implementing groundwater management activities that individually or cumulatively address groundwater management in, and groundwater sustainability throughout, the Rialto Basin as defined in Section 1.1.8 below.

**RECITALS**

**WHEREAS**, on and after September 12, 2018, in an effort to commit to sustainable groundwater management principles, the Parties, San Bernardino Valley Municipal Water District, San Gabriel Valley Water Company, Fontana Water Company and Cucamonga Valley Water District (“**Cucamonga**”) entered into a Settlement Agreement as defined in Section 1.1.9 below;

**WHEREAS**, the Settlement Agreement requires completion of this Framework Agreement within one year of the final Settlement Agreement amendments executed in February 2019;

**WHEREAS**, the Settlement Agreement contained Condition 3, titled “Cooperative and Sustainable Groundwater Management of the Rialto-Colton Basin;”

**WHEREAS**, Condition 3 (1.) of the Settlement Agreement requires the parties to develop, adopt and implement a sustainable groundwater management plan.

**WHEREAS**, Condition 3 (1.) of the Settlement Agreement states that if the Parties agree, the sustainable groundwater management plan is to include a new index well regime, the possibility of establishing an operating safe yield, and/or other groundwater management tools.

**WHEREAS**, by joining the Settlement Agreement, the Parties to this Agreement accepted and agreed to the Recitals, Definitions, Principles and Agreements set forth in the Settlement Agreement, including Condition 3 (1.).

**WHEREAS**, the Parties to this Agreement all overlie, produce water from, or are otherwise invested in the management and long-term sustainability of the groundwater of the Rialto Basin as identified on the Map attached hereto as Exhibit A;

**WHEREAS**, The Rialto Basin is part of the Rialto Subbasin which underlies a portion of the upper Santa Ana Valley in southwestern San Bernardino County and northwestern Riverside County. This Subbasin is bounded by the San Gabriel Mountains on the north, the San Jacinto

fault on the east, the Rialto Basin boundary on the south, and the Rialto fault on the west. Lytle Creek flows through this part of the valley southeastward to its confluence with the Santa Ana River in the southern part of the Subbasin;

**WHEREAS**, the groundwater supplies of the Rialto Basin are governed by a court decree dated December 22, 1961 (the “1961 Decree”) in the case styled *The Lytle Creek Water and Improvement Company v. Fontana Ranchos Water Company, et al.*, San Bernardino County Superior Court, Case No. 81264. A copy of the 1961 Decree is attached hereto as Exhibit D;

**WHEREAS**, pursuant to the Settlement Agreement, FUWCs No Man’s Land production of 5,014 acre feet/year will be counted as part of the Rialto Basin production limits in the 1961 decree, and it is the intention of the Parties in forming the Rialto Basin Groundwater Council to apply, administer, and conform to the requirements and provisions of the 1961 Decree.

**WHEREAS**, Water Code Section 10720.8(a) identifies the Rialto Basin as an adjudicated groundwater basin. As such, the Rialto Basin is exempt from the Sustainable Groundwater Management Act (SGMA) passed by the California Legislature in September 2014, other than providing certain kinds of data to the Department of Water Resources per Water Code Section 10720.8(f);

**WHEREAS**, notwithstanding that the Rialto Basin is not required to comply with SGMA, the Parties to this Agreement wish to coordinate their efforts to identify their respective access to, and application of, water supplies, and to harmonize use of such supplies with available groundwater in the Rialto Basin. Working to ensure that the water imported into the Rialto Basin and the facilities used to apply both imported and native water supplies to productive beneficial uses for groundwater replenishment, will allow the Rialto Basin to be maintained and managed in a sustainable manner over the long-term. The Parties recognize that the key to success in this effort is a coordinated effort with other groundwater management entities as well as the development of a strategy for coordination of recharge activities throughout the Rialto Basin;

**WHEREAS**, ensuring water supply reliability and long-term effectiveness and viability of recharge facilities has become increasingly important, and proactive efforts are needed to improve and mitigate low groundwater levels in the Rialto Basin through the spreading of imported water supplies, which at times are limited in availability, due to drought, environmental, and other restrictions. One purpose of this Agreement is to facilitate the cooperation of the Parties which is essential to prevent overdraft or other negative impacts during an extended drought, and for the foreseeable future;

**WHEREAS**, the Parties, individually and collectively, are committed to cost effective and cooperative groundwater management that respects the interests and concerns of all of the parties and the communities that they serve and which rely on the Rialto Basin for their water supply;

**WHEREAS**, the Parties hereby enter into this Agreement for the purpose of establishing the Rialto Basin Groundwater Council (“RBGC”) to take the preliminary steps necessary to prepare for and coordinate the management of groundwater supply resources throughout the

Rialto Basin, coordinate maintenance of conveyance and recharge facilities, and coordinate with existing groundwater agencies in the Rialto Basin to expedite such management strategies. The RBGC will ensure overall coordination and sustainable management of the Rialto Basin; and,

**WHEREAS**, the Parties have agreed that the preliminary steps for establishing RBGC will include preparation of formation documents and procedures, the engagement of necessary experts, and the development of a budget and funding procedure for the RBGC as memorialized in this Agreement.

## AGREEMENT

**NOW THEREFORE**, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

### 1. DEFINITIONS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 “*Agreement*” means this Rialto Basin Groundwater Council Agreement.

1.1.2 “*Annual Rialto Basin Groundwater Report*” shall mean the annual report prepared by the RBGC, to cover topics including, but not limited to, the following: annual production, recharge, environmental issues, exchanges, and all other actions and topics material to groundwater conditions in the Rialto Basin. In preparing such report, the RBGC may consult with, and draw from, data and information provided by Santa Ana River and Western/San Bernardino Watermasters and/or other reliable sources regarding annual groundwater conditions.

1.1.3 “*BTAC*” shall mean the Basin Technical Advisory Committee, as originally created under the auspices of the Upper Santa Ana River Watershed Integrated Regional Water Management Plan, as such Committee may be modified from time to time to allow for the additional participation of one or more Parties to this Agreement. The RBGC may request BTAC to undertake specified actions in support of the RBGC’s efforts.

1.1.4 “*Cost Share*” shall mean that portion of the overall annual operating costs of the RBGC assigned to a Party pursuant to the Equitable Allocation, as based on the annual budget of the RBGC.

1.1.5 “*Effective Date*” shall mean the date that the last Party executes this Agreement.

1.1.6 “*Equitable Allocation*” shall mean the manner of determining the facilities’ operations and maintenance (“O&M”) costs and supplemental water cost, for each Party based on an annual approved budget. This allocation will be shared equally by the Parties for the applicable RBGC budget year.

1.1.7 **No Man’s Land**” shall mean that portion of the Rialto-Colton Basin that is outside the Rialto Basin as shown on the maps attached as Exhibit A to the Settlement Agreement.

1.1.8 **“Rialto Basin”** shall mean that portion of the Rialto-Colton Basin defined in the 1961 Decree.

1.1.9 **“Settlement Agreement”** shall mean the settlement agreement dated September 12, 2018, as amended, that concluded the litigation styled *San Bernardino Municipal Water District et al v. San Gabriel Water Company et al*, a copy of which is attached as Exhibit C to this Agreement.

2. TERM

This Agreement shall become operative on the Effective Date.

3. COUNCIL CREATION AND PURPOSE

3.1 Creation of the RBGC. There is hereby created the Rialto Basin Groundwater Council. The RBGC shall be, to the extent permitted by law, the forum within which the Parties shall coordinate the access to and utilization of native and imported water supplies for application to the recharge and replenishment of the Rialto Basin, and for the maintenance, and repair of recharge and conveyance facilities for both native and imported supplies to replenish the Rialto Basin, consistent with applicable law and judicial decrees. The RBGC is not a public agency subject to Government Code Sections 54950 et seq., nor is it a joint exercise of powers agreement as defined by Government Code sections 6300 et seq.

3.2 Purpose of the Agreement. The purpose of this Agreement, and the creation of the RBGC, is to provide for the funding, integration, and coordination of the management of native and imported water and associated groundwater replenishment facilities within the Rialto Basin. The purpose is also the facilitation of implementation of policies and initiatives through the legal authorities of one or more Parties for the purpose of cooperatively managing certain aspects of the Rialto Basin including, but not limited to, accessing and applying imported water supplies to augment and complement native water supplies toward the goal of maintaining the long-term yield of the Rialto Basin, ensuring that overdraft or other negative impacts are prevented in the future and eliminated over time, and undertaking supply reliability activities that are approved by the RBGC and included in the annual approved budget.

3.3 Membership of the RBGC. The RBGC shall consist of one representative and one alternate from each Party. RBGC members shall be appointed in the manner set forth in Section 3.4 of this Agreement.

3.4 Appointment of Members to the RBGC. For Colton, Rialto and WVWD, the representative member of the RBGC shall be a publicly elected official of the Party and for FUWC the representative shall be a member of its Board of Directors. Each Party shall also appoint one alternate representative who shall be a publicly elected official of the Party or a member of its Board of Directors or senior management level employee of the Party.



Members of the RBGC shall serve throughout the term of this Agreement, provided that such members may be subject to removal and replacement by the appointing Party.

#### 4. COUNCIL MEETINGS AND ACTIONS

4.1 Initial Meeting. The initial meeting of the RBGC shall be held at a location overlying the Rialto Basin. The RBGC shall select a President to chair its meetings, a Vice President to serve if the President is unavailable, a Secretary to record RBGC proceedings and actions, and any other officers it deems appropriate for the successful and efficient conduct of its business.

4.2 Regular Meeting Schedule and Rules of Proceeding. The RBGC shall establish a regular meeting time and place. The RBGC may vote to change the regular meeting time and place, provided that the new location remains at a place overlying the Rialto Basin. The RBGC may adopt, promulgate, repeal, or revise further rules of debate, presentation of motions, voting and proxies, process, or proceedings, as it may deem appropriate. The Parties agree that the RBGC and its Board of Directors is and shall be subject to the Ralph M. Brown Act (Cal. Government Code section 54953 et seq.) (“Brown Act”) and that meetings and other applicable operations of the RBGC will be undertaken in compliance with the Brown Act..

4.3 Quorum. A quorum of the RBGC shall consist of three members. In the absence of a quorum, no business may be transacted beyond the adjournment of a meeting by the remaining members. For efficiency, business may be discussed and action recommended for the consent calendar ratification at the next regular meeting. A member shall be deemed present for the determination of a quorum if the member is present at the meeting in person, or if the member participates in the meeting telephonically upon such rules and procedures as the RBGC may promulgate.

4.4 RBGC Voting Rights. Each member of the RBGC shall have an equal voting right and three votes are required to pass any proposals for organizational, procedural, and administrative purposes only.

4.4.1 Fiscal items, including but not limited to, approval of the annual budget of the RBGC and any expenditures for O& M expenses related to groundwater recharge and replenishment activities, costs of such facilities, and the cost of purchasing, transporting, and delivering supplemental water for groundwater recharge shall require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils.

4.4.2 Subject to the Equitable Allocation and Cost Share requirements, any change in annual assessments necessary to support the work of the RBGC shall require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils.

4.5 Minutes. The RBGC shall cause minutes to be kept of all meetings of the RBGC and any appointed Ad Hoc or Standing Committees. The RBGC shall further cause a copy of draft minutes to be forwarded to each member of the RBGC and to each Party, which may be done electronically, or by way of posting to a commonly available website or digital portal.

## 5. ANNUAL BUDGETING AND EXPENDITURE APPROVAL

5.1 The fiscal year of the RBGC shall be July 1 through June 30. The RBGC shall develop, circulate, and approve an annual budget for the funding of native supply capture and bringing water supply to the Rialto Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Rialto Basin. The RBGC shall coordinate with BTAC to determine the likely allocation of available State Water Project imported water supplies, and other available non-native sources of water, the likely unit cost of such water, and the recharge needs of the Rialto Basin, in terms of quantities of water, locations where Rialto Basin conditions would most benefit from recharge, condition and availability of facilities to accomplish such recharge, and cost. From these sources, the RBGC shall prepare a budget that recommends all of the following:

- (a) the amount of water supplies available to be purchased or otherwise acquired by RBGC members in the coming year;
- (b) the recommended application or distribution of such water supplies to various parts of the Rialto Basin as recharge or as in-lieu supplies;
- (c) the estimated cost of all ongoing maintenance, repair, and operation costs for then-existing and future groundwater recharge and conveyance facilities serving to replenish the Rialto Basin;
- (d) any capital improvement projects approved by the RBGC
- (e) any administrative costs of the RBGC; and
- (f) proposed allocation of all expenditures in the budget among RBGC members as their portion of the Cost Share based upon the Equitable Allocation and Cost Share Requirements in this Agreement.

5.1.2 No later than March 1 prior to the beginning of the year for which the budget is to operate, the proposed budget shall be presented and circulated to all RBGC members for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based.

5.1.3 No later than sixty (60) days after each member agency's budget has been approved by their respective governing bodies, the RBGC shall meet to deliberate and pass upon the budget. The RBGC may accept, reject, or modify in any way the budget as proposed. Adoption of the budget shall require unanimous approval by the members and the subsequent approval by their respective governing boards or councils.

5.2 The RBGC shall appoint an entity that is responsible for the accounting and revenue collection functions of the RBGC by tracking and securing the funding from the RBGC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the RBGC members therein, for all imported water supplies. The appointed

entity shall perform the accounting and revenue collection functions of the RBGC in tracking and securing the funding from its members pursuant to the approved annual budget, and consistent with the approved cost allocations among the RBGC members therein, for all facilities costs. In the event of any delinquency, the approved entity may request the RBGC to appoint it, or any other RBGC member or group of members, to represent the RBGC in securing collection of unpaid and owing amounts from any delinquent member or members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent the RBGC authorized to go forward with them, and may be added as an administrative cost to other members, or as a credit against future amounts owing to the RBGC from such authorized agent.

5.3 No later than six (6) months into the budget year for which any budget is adopted by the RBGC, the RBGC shall prepare a year-in-process budget review, to assess the validity and accuracy of the presumptions upon which the budget was based, identify any budget savings or additional expenditures, assess any additional opportunities for groundwater replenishment that may have come available since the passing of the budget, and otherwise assess and recommend to the RBGC any potential amendment to the existing year budget, or suggestions for the following year's budget, as changing conditions may warrant.

## 6. COUNCIL POWERS AND DUTIES

6.1 The RBGC shall exercise the following powers:

6.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the RBGC.

6.1.2 To produce an Annual Rialto Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available from Western Municipal Watermaster, or other sources. The Annual Report shall include data showing each Party's production from the Rialto Basin and recharge or replenishment, if any, to the Rialto Basin.

6.1.3 To monitor groundwater production and extractions in coordination with BTAC.

6.1.4 To make, after consultation with BTAC, annual recommendations for the amount of additional artificial recharge for the Rialto Basin from imported sources as a complement to native sources, and to plan for the development and application of such additional sources of recharge.

6.1.5 To establish as-needed Ad Hoc and Standing Committees for the purpose of making recommendations to the RBGC. Committees shall exist for the term specified in the action creating the committee, and the RBGC may dissolve a committee at any time through a majority vote of three voting members.

6.1.6 To contract, on behalf of the RBGC, for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. The BTAC will provide technical support for the RBGC, upon such terms as the RBGC and BTAC shall agree in writing.

6.1.7 To collect and monitor all data related and beneficial to the development, adoption and implementation of appropriate groundwater level management for the Rialto Basin.

6.1.8 To collect assessments from RBGC members as authorized in the approved budget.

6.1.9 To cooperate, act in conjunction, and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the purposes of this Agreement.

6.1.10 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the RBGC.

6.1.11 As may be permitted by law, to apply for and accept grants, contributions, donations and loans, including under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the RBGC's name.

6.1.12 To implement the Cost Share in a manner that qualifies as a pass through charge under the Constitutional requirements of Proposition 218, California Public Utilities Commission ratemaking policies and procedures, and similar revenue-raising requirements.

6.1.13 To exercise any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Parties to this Agreement.

## 7. FUNDING RBGC ACTIVITIES

7.1 Funding for RBGC activities shall be as provided in Section 1.1.6. This mechanism is based in part on a regional sharing of Operation and Maintenance costs for Rialto Basin recharge activities, as those Operation and Maintenance costs shall be determined by the RBGC in its annual budgeting, in conjunction with BTAC. All Parties shall share in the Operation and Maintenance cost components in accordance with the provisions in Section 1.1.6 of this Agreement.

## 8. DISPUTE RESOLUTION

8.1 The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

8.2 Statement Describing Alleged Violation of Agreement. A Party or Parties alleging a violation of this Agreement (the "**Initiating Party(ies)**") shall provide a written

statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the “**Responding Party(ies)**”).

8.3 Response to Statement of Alleged Violation. The Responding Party(ies) shall have sixty (60) days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty (30) days of the date of the response to attempt to resolve the dispute amicably.

8.4 Mediation of Dispute. If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety (90) days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a representative with authority to settle. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies). The decision of the mediator shall be non-binding.

8.5 Reservation of Rights. Subject to the above requirements, in the event that mediation fails, each Party retains and may exercise all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five (5) calendar days’ written notice of its intent to sue to all Parties.

## 9 RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS

9.1 Water Rights and Existing Agreements. Nothing in this Agreement is intended to modify the water rights of the Parties, whether existing under a judgment, proceedings of the State Water Resources Control Board, or the common law, other than incorporating production right from No Man’s Land Basin into the Rialto Basin. Nothing in this Agreement is intended to modify any existing agreements between and among the Parties, unless expressly stated herein.

9.2 Agreements Among Water Users. Nothing in this Agreement is intended to modify the rights of the signatories of this Agreement among themselves.

9.3 Judgments. Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the 1961 Decree.. However, FUWC’s production capacities of 5,014 acre-feet/year from No Man’s Land shall be acknowledged and incorporated into the Rialto Basin production capacity limits in the 1961 decree.. It is the intention of the Parties in forming the RBGC to apply, administer, and conform to the requirements and provisions of the 1961 Decree. In the event of any conflict, except for incorporating FUWC’s production in No Man’s Land into the Rialto Basin production capacity limits in the 1961 decree, between the actions of the RBGC and the requirements and provisions of the 1961 Decree, the latter shall control.

9.4 No Admissions. Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights or priorities of the Parties.

9.5 Preservation of Rights. The Parties agree that this Agreement, to the extent allowed by law, preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Except as provided in Section 9.3, nothing in this Agreement is to be construed as altering the priorities or entitlements of water right holders among themselves to water from the Santa Ana River or the Rialto Basin.

## 10. MISCELLANEOUS

10.1 Authority. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement, and that by doing so, such Party is not in breach or violation of any other agreement or contract.

10.2 Amendment. This Agreement may be amended or modified only by a written instrument approved by all voting members.

10.3 Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the Superior Court, County of San Bernardino, California and shall be deemed related to the 1961 Rialto Basin Decree, San Bernardino County Superior Court Action No. 81264 and to *San Bernardino Valley Municipal Water District et al. v. San Gabriel Water Company et al.*

10.4 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

10.5 Construction and Interpretation. This Agreement has been arrived at through negotiations, and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

10.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

10.7 Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws or adjudicatory decisions effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof; there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.8 Successors and Assigns. To the extent authorized by law, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

10.9 Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

10.10 Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

10.11 Compliance with Law. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

10.12 Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

10.13 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party by delivery to the person(s) at the address(es) designated below, which designation may be changed from time to time by a Party in writing; (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To CITY OF COLTON: CITY OF COLTON  
Attn: Utilities Director  
650 N. La Cadena Drive  
Colton, CA 92324

To CITY OF RIALTO: CITY OF RIALTO  
Attn: Utilities Manager  
150 S. Palm Avenue  
Rialto, CA 92376

To WEST VALLEY WATER DISTRICT: WEST VALLEY WATER DISTRICT  
Attn: General Manager  
855 W. Baseline Road  
Rialto, CA 92376

FONTANA UNION WATER COMPNY

To FONTANA UNION WATER  
COMPANY:

Attn: President  
15966 Arrow Route  
Fontana, CA 92335

With Copy to:

FONTANA UNION WATER COMPANY  
Attn: Director of Operations 15966 Arrow  
Route  
Fontana, CA 92335

10.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**CITY OF COLTON,  
a California general law city and  
municipal corporation**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
William R. Smith, City Manager

*[Signatures continued on next page]*





**CITY OF RIALTO**  
**a California general law city and**  
**municipal corporation**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Sean Grayson, Acting City Manager

*[Signatures continued on next page]*

**WEST VALLEY WATER DISTRICT**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Shamindra Manbahal,  
Acting General Manager

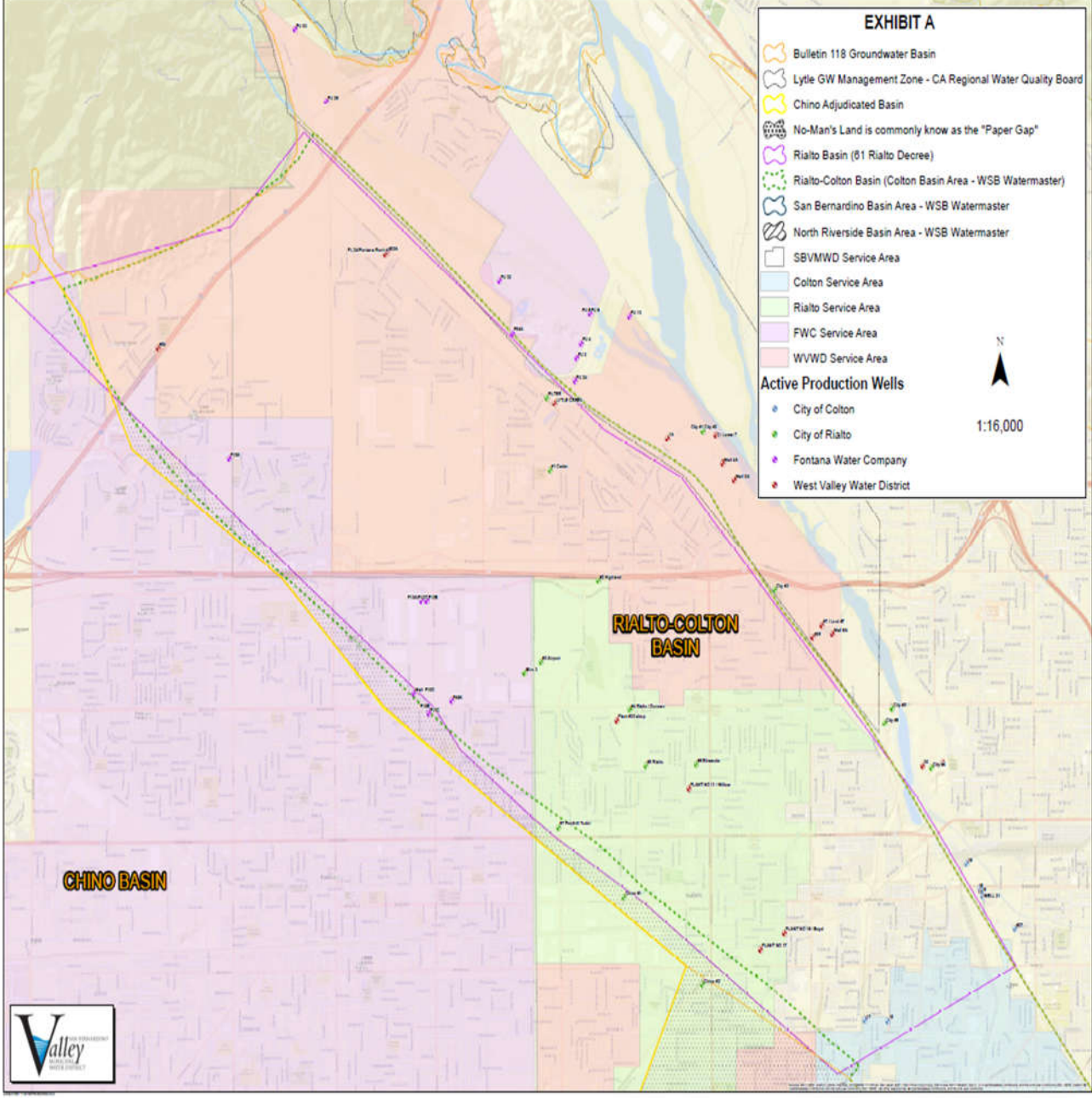
*[Signatures continued on next page]*

**FONTANA UNION WATER COMPANY**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
John Bosler, President

**EXHIBIT A**  
**Map of Rialto Basin**



**Exhibit B**  
**WATER RIGHTS SUMMARY**

The Parties to this agreement have agreed to the following water rights allocation:

<b>Member</b>	<b>Adjustable Rights</b>	<b>Fixed Rights</b>	<b>No Man's Land Adjustable Rights</b>	<b>Total Rights</b>	<b>Water Rights Allocation Percentage</b>
Colton	3,010	890	0	3,900	19%
Rialto	2,846	1,520	0	4,366	22%
WVWD	5,594	510	0	6,104	30%
FUWC	550	370	5,014	5,934	29%



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** December 17, 2020  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** CONSIDER A WATER SUPPLY ASSESSMENT FOR VENTANA AT  
 DUNCAN CANYON SPECIFIC PLAN

---

**BACKGROUND:**

On October 06, 2020, Frontier Communities (“Developer”) submitted an application to West Valley Water District (“District”) to review a Water Supply Assessment (“WSA”) for its proposed project in the City of Fontana, known as Ventana at Duncan Canyon Specific Plan (“Project”). The Project proposes the development of a 105-acre Specific Plan for a mixed-use site located north of Lytle Creek Road, and east of the I-15 freeway, as shown in **Exhibit A**. The proposed project will be constructed in (2) phases, and will include the development of a mid-rise hotel, retail space, offices, restaurants, medium-density residential units and light manufacturing. The project covers an area that is currently undeveloped, and does not have any existing water connections to the District’s system.

**DISCUSSION:**

The WSA is a necessary requirement for compliance with the California Environmental Quality Act (“CEQA”), furthermore, the California Water Code (Code) requires projects as defined in Section 10912 of the Code, to include a WSA in their environmental impact report. The WSA evaluates whether the total water supplies available during normal, single-dry, and multiple-dry water years projected within the latest adopted Urban Water Management Plan (“UWMP”) will meet the anticipated water demand associated with the particular project, in addition to the existing and planned future uses.

A “Project” in the Water Code means any of the following:

- 1) A proposed residential development of more than 500 dwelling units.
- 2) A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.
- 3) A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.
- 4) A proposed hotel or motel, or both, having more than 500 rooms.

- 5) A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.
- 6) A mixed-use project that includes one or more of the projects specified in this subdivision.
- 7) A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project.

This development is considered a project as defined by the Water Code per item number 6 above. The Code states that the District shall determine whether the projected water demand associated with a proposed project was included as part of the most recently adopted UWMP, and if so, the District may incorporate the requested information from the UWMP in preparing the elements of the WSA.

UWMPs are prepared to support the District's long-term resource planning, and to ensure that adequate water supplies are available to meet existing and future water demands. The plans must be prepared every 5 years and submitted to the Department of Water Resources. The latest UWMP adopted by the District was the 2015 San Bernardino Valley Regional Urban Water Management Plan ("RUWMP"). The demand projections for water usage rates per acre were based on land use designations from City and County General Plans.

Attached as **Exhibit B** for your review is a WSA prepared by the Developer's consultant, Water Systems Consulting, Inc. The water demand for this Project is anticipated to be 358 acre feet per year. The anticipated water demand associated with the Project was accounted for in the most recently adopted UWMP and information from that plan was utilized in the preparation of this WSA.

As demonstrated in the 2015 RUWMP, the water supply available in 20 years in a normal, single dry and multiple dry water years is sufficient to meet the projected demand associated with the project.

**FISCAL IMPACT:**

No fiscal impact at this time.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors approve the Water Supply Assessment for Ventana at Duncan Canyon Specific Plan.

Respectfully Submitted,

*Shamindra Manbahal*

---

Shamindra Manbahal, Acting General Manager



DG:mm

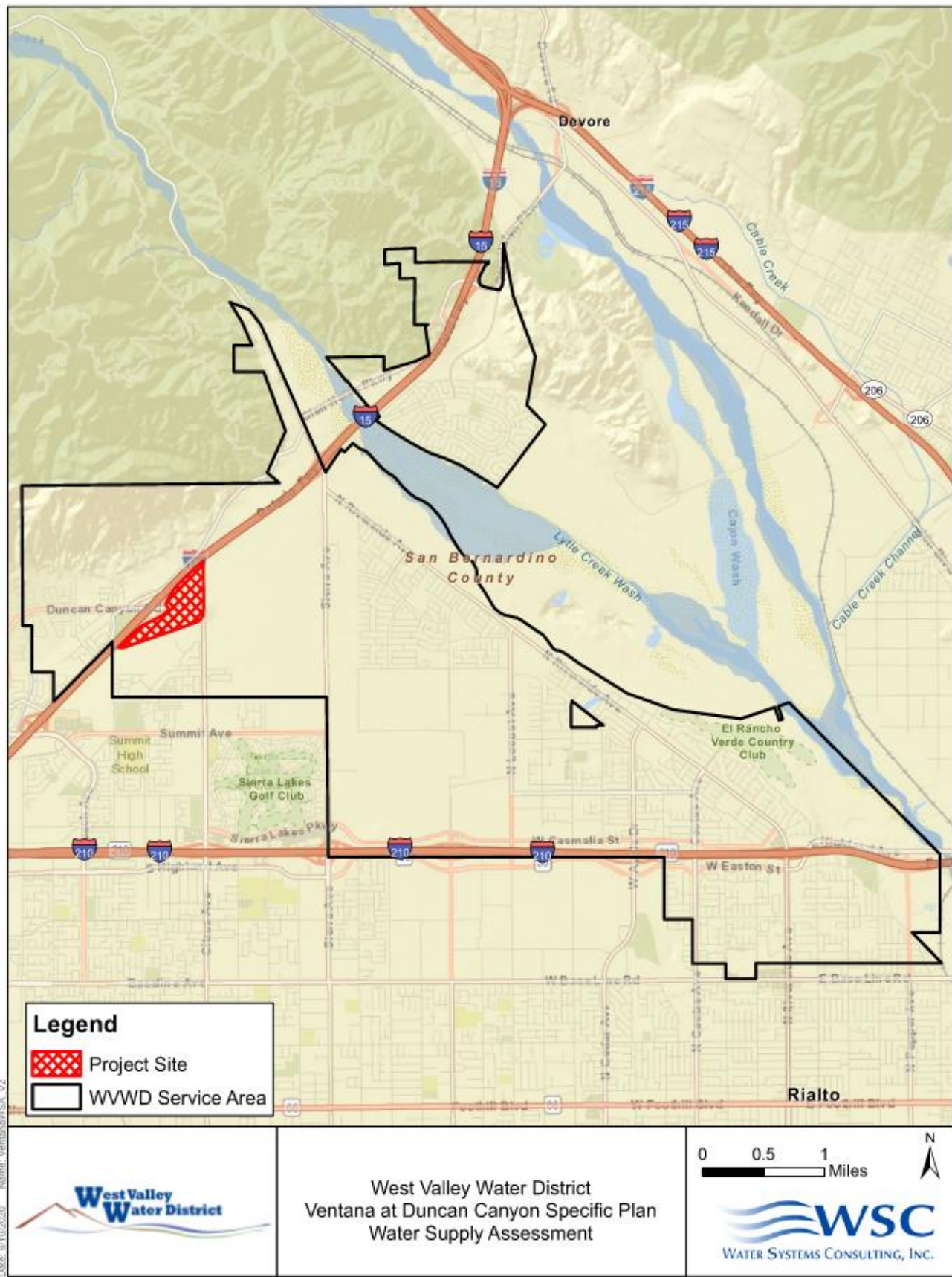
**ATTACHMENT(S):**

- 1. Exhibit A - Aerial Map
- 2. Exhibit B - Water Supply Assessment for Ventana at Duncan Canyon Specific Plan

**MEETING HISTORY:**

11/18/20	Engineering, Operations and Planning Committee	TABLED	Next:
12/09/20			
12/09/20	Engineering, Operations and Planning Committee	REFERRED TO BOARD	

# EXHIBIT A



# EXHIBIT B

West Valley Water District

**Water Supply Assessment**  
for the  
**Ventana at Duncan Canyon Specific Plan**

Prepared for:

Frontier Communities

Prepared Under the Responsible Charge of:

Kirsten Plonka, PE

California R.C.E. No. 70746, Expires 6/30/2021



10/29/2020



## TABLE OF CONTENTS

Table of Contents .....	i
List of Tables .....	ii
List of Figures .....	iii
1 Introduction and Purpose .....	1
1.1 Legislation .....	1
1.2 Definitions .....	2
2 Public Water System Overview .....	3
2.1 Climate .....	5
2.2 Service Area Population .....	5
2.2.1 Other Demographic Factors .....	6
3 Project Description .....	8
4 Project Water Demand .....	9
4.1 Project Water Demand Projections .....	10
5 WWWD Water Service Area Water Demand .....	12
6 Water Supply Analysis .....	12
6.1 Water Sources .....	12
6.1.1 Purchased or Imported Water .....	12
6.1.2 Groundwater .....	12
6.1.3 Surface Water .....	18
6.2 Transfer Opportunities .....	18
6.3 Future Water Projects .....	18
6.4 Recycled Water .....	19
6.5 Water Supply Summary .....	19
7 Water Supply Reliability .....	20
7.1 Water Supply Reliability .....	20
8 Water Supply and Demand Analysis .....	20
9 Determination of Water Supply Sufficiency .....	22
9.1 Determination of Water Supply Sufficiency .....	22
10 Conditions of Approval .....	22
11 References .....	23

Appendix A. Lytle Creek Judgement & Surface Water Purchase Agreement .....A  
 Appendix B. Western Judgment ..... B  
 Appendix C. Rialto Basin Decree ..... C  
 Appendix D. Chino Basin Watermaster Judgment.....D  
 Appendix E. Baseline Feeder Agreement..... E

**LIST OF TABLES**

Table 2-1. Historical Temperature, Rainfall and Reference Evapotranspiration (ETo) Data ..... 5  
 Table 2-2. Historical, Current and Projected Population (1)..... 6  
 Table 4-1 Additional Demand Projections established in the 2015 RUWMP, compared to the Total  
 Project Demand, AFY ..... 10  
 Table 4-2. Water Demand Factors for each Land Use Type ..... 10  
 Table 4-3. Estimated Project Water Demands..... 11  
 Table 6-1 Historic Groundwater Extractions and Surface Water Diversions from SBBA (AFY) ..... 16  
 Table 6-2. Future Water Supply Projects (1)..... 19  
 Table 6-3. Water Supplies – Historical, AFY ..... 19  
 Table 6-4 Current and Projected Supplies, AFY ..... 20  
 Table 8-1. Normal Year Supply and Demand Comparison, AFY..... 21  
 Table 8-2. Single Dry Year Supply and Demand Comparison, AFY..... 21  
 Table 8-3. Multiple Dry Year Supply and Demand Comparison, AFY ..... 21

**LIST OF FIGURES**

Figure 2-1. WVWD Water Service Areas (1)..... 4  
Figure 2-2. Historical, Current and Projected Population Trends (1) ..... 6  
Figure 2-3. Planning Areas identified in the 2012 Water Master Plan (2)..... 7  
Figure 3-1. Project Vicinity ..... 8



## 1 INTRODUCTION AND PURPOSE

This Water Supply Assessment (WSA) was prepared on behalf of Frontier Communities for West Valley Water District (WVWD) by Water Systems Consulting, Inc. (WSC) to satisfy the requirements of California Water Code (CWC) Section 10910 (Senate Bill 610) for the Ventana at Duncan Canyon Specific Plan (Project). The Project lies within the City of Fontana.

As required by Senate Bill 610 (SB 610), WVWD is responsible for assessing whether the total projected water supplies available during average, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand for the Project, in addition to WVWD's existing and planned future uses. A water supplier's Urban Water Management Plan (UMWP) serves as a foundational document for a WSA. The water demands for the Project area were included in the projections made in the 2015 San Bernardino Valley Regional Urban Water Management Plan (2015 RUWMP) (1), as submitted to the California Department of Water Resources (DWR) in June 2016. Under this WSA, updated demands for this Project are provided and summarized in Section 4. Additional information from other sources is also incorporated into this WSA to document supplies from all sources, including groundwater and purchased water. Documentation includes identifying and quantifying water rights, contracts, and/or entitlements to the supply. WVWD must provide the results of the assessment to the City, as the Lead Agency, for inclusion in the CEQA document for the project. This WSA includes the following:

- Description of the Project and proposed water demand (Section 3 & 4)
- Overview of WVWD's water system (Section 2)
- Information on WVWD's current and projected water demands in the water service area (Section 5)
- Information on WVWD's current and projected water supplies (Section 6)
- Discussion of WVWD's water service area water supply reliability (Section 7)
- Comparison of WVWD's water service area water supplies and water demands for average, single dry, and multiple dry years (Section 8)
- Determination of WVWD's water service area water supply sufficiency (Section 9)

### 1.1 LEGISLATION

WVWD has determined that the Project is subject to review under CEQA (*Public Resources Code, Section 21000 et seq.*), and the state CEQA Guidelines (*California Code of Regulations, Section 15000 et. seq.*) WVWD has determined that the Project is a "project" as defined in CWC 10912 and has determined that a WSA is required for the Project.

SB 610 amended the Public Resources Code, effective January 1, 2002, to incorporate CWC requirements for certain types of development projects to improve the link between information on water supply availability and certain land use decisions made by cities and counties. SB 610 seeks to promote more collaborative planning between local water suppliers, cities and counties by requiring detailed information regarding water availability to be provided to the city and county decision-makers prior to approval of specified large development projects.

Under SB 610, water suppliers must prepare WSAs for projects meeting certain project size criteria and deliver them to local governments for inclusion in any environmental documentation. The Project requires a WSA because it is a mixed-use project that proposes the construction of residential development in excess of 500 dwelling units as well as commercial uses that exceed the criteria for building square footage.

## 1.2 DEFINITIONS

For the purposes of this WSA, the following defined terms are used:

- **Groundwater Production:** The amount of water produced from the Bunker Hill, Lytle, Rialto-Colton, Riverside North, and Chino Basins. These groundwater supply sources enter WVWD's distribution system based on metered flows at each well. WVWD provided annual groundwater production data for 2011-2019 in addition to 2015 RUWMP data.

Through an agreement with Valley District, WVWD also receives up to 5,000 AFY of groundwater from wells in the Bunker Hill Basin.

- **Surface Water:** The amount of water produced from Lytle Creek.
- **Purchased Water:** The amount of water imported from the State Water Project (SWP) and put into the distribution system based on metered flows at the Lytle Turnout off the San Gabriel Feeder Pipeline.
- **Consumption:** The amount of billed metered water consumed by customers. The Project site does not contain any existing customers; therefore, no existing customer consumption data was analyzed in the preparation of this WSA.
- **Demand:** The amount of water distributed through the entire water system, which is the sum of groundwater production and purchased water. Demand includes non-revenue water, which is equal to the difference between water put into the distribution system and consumption.
- **Non-revenue water:** Unmetered water use and losses from the distribution system due to leaks, unauthorized connections, agency use (e.g., system flushing), or theft.
- **Water demand factor:** The calculated amount of water demand per unit (e.g., acre, sqft, dwelling unit, etc.) of a specific type of use (e.g., land use, development type, business type, etc.).

## 2 PUBLIC WATER SYSTEM OVERVIEW

WVWD is located in the southwest region of San Bernardino County, California, and serves the Cities of Rialto, Fontana, Colton, and Jurupa Valley, and unincorporated areas of San Bernardino County. Figure 2-1 shows WVWD's service area.

The Project is located entirely within the WVWD's northern section. WVWD's total water service area encompasses approximately 31 square miles and is located approximately 50 miles east of Los Angeles. WVWD is bounded by the City of Fontana to the west, the City of San Bernardino to the east, the U.S. Forest Service boundary to the north, and the County of Riverside to the south.

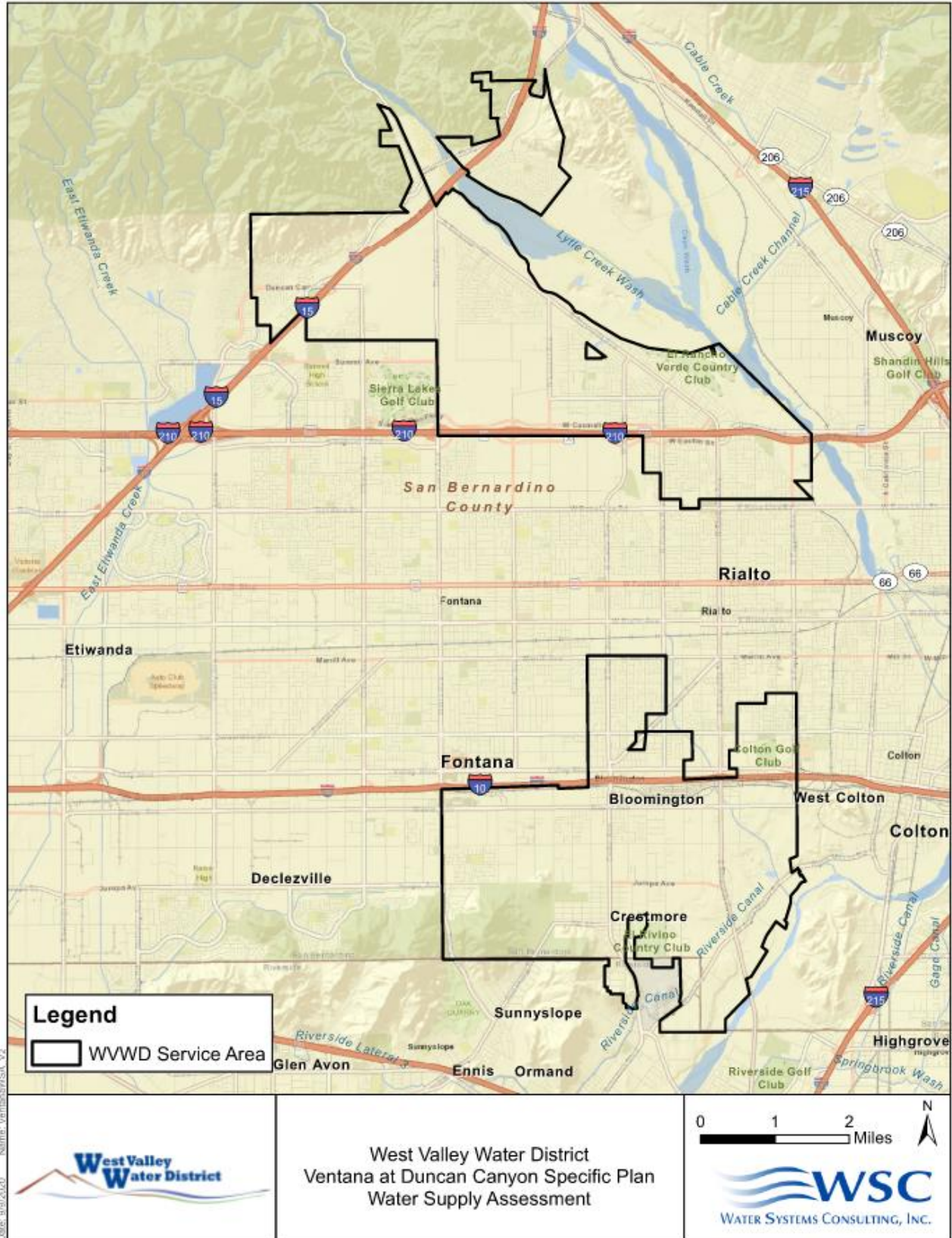


Figure 2-1. WVWD Water Service Areas (1)

## 2.1 CLIMATE

WVWD's climate is characterized by hot, dry summers and mild, wet winters. Table 2-1 presents average climate data for the service area, including temperature, rainfall and reference evapotranspiration (ET<sub>o</sub>). As shown in Table 2-1, the warmest months of the year are July and August, with an average temperature of 78 degrees Fahrenheit (°F), while the coldest month of the year is January with an average temperature of 52°F.

The annual average precipitation at WVWD is about 1.3 inches. As shown in Table 2-1, the majority of the rainfall occurs in the months of December through March. January and February are the wettest months with an average rainfall of approximately 3 inches.

**Table 2-1. Historical Temperature, Rainfall and Reference Evapotranspiration (ET<sub>o</sub>) Data**

	Average Temperature (°F)	Average Precipitation (in.) <sup>1</sup>	Average Standard ET <sub>o</sub> (in.) <sup>2</sup>
<b>January</b>	52.4	3.22	2.53
<b>February</b>	54.6	3.25	2.87
<b>March</b>	56.7	2.86	4.30
<b>April</b>	60.9	1.29	5.38
<b>May</b>	65.6	0.47	5.82
<b>June</b>	71.3	0.09	6.76
<b>July</b>	77.7	0.04	7.38
<b>August</b>	77.7	0.15	7.09
<b>September</b>	73.9	0.33	5.51
<b>October</b>	66.5	0.71	3.97
<b>November</b>	58.6	1.32	2.89
<b>December</b>	53.3	2.38	2.38

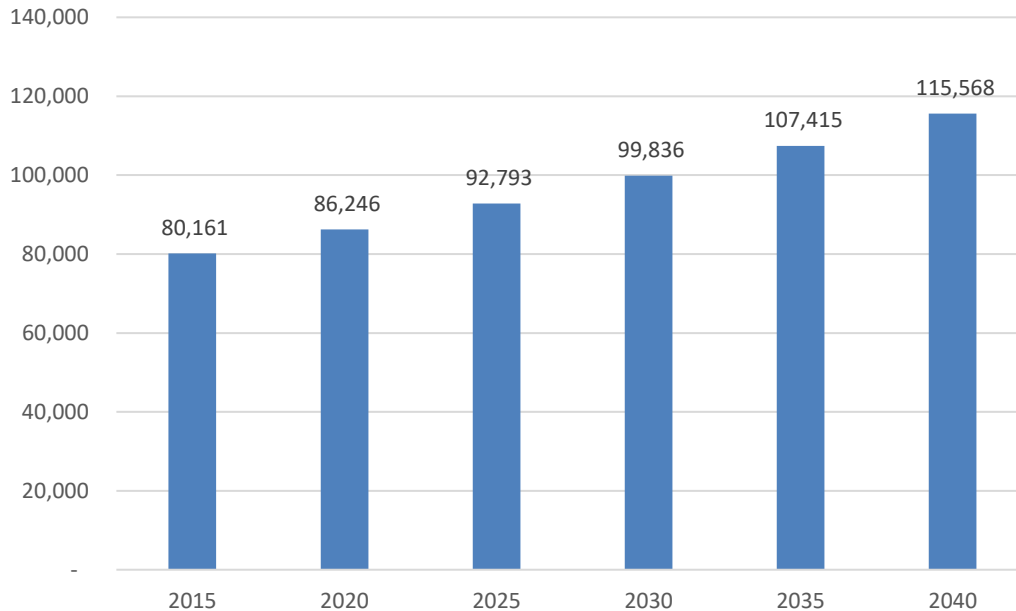
Notes:  
<sup>1</sup>NOAA weather station 0407723 in San Bernardino; data from 1893 through 2004; <http://wrcc.dri.edu>;  
<sup>2</sup>CIMIS weather station 44 at University of California, Riverside; data from 1986 through 2015; <http://www.cimis.water.ca.gov/>

## 2.2 SERVICE AREA POPULATION

The historical, current, and projected populations for WVWD's water service area are shown in Table 2-2. The population projections were prepared as part of the 2015 RUWMP and based on number of connections WVWD serves and the 2012 Adopted Growth Forecast developed by the Southern California Association of Governments (SCAG).

**Table 2-2. Historical, Current and Projected Population (1)**

	2015	2020	2025	2030	2035	2040
<b>WVWD Water Service Area Population</b>	80,161	86,246	92,793	99,836	107,415	115,568



**Figure 2-2. Historical, Current and Projected Population Trends (1)**

### 2.2.1 Other Demographic Factors

The Ventana at Duncan Canyon Specific Plan (SP) area is located in the Ventana Major Developable Land and includes all land identified within this boundary as identified in the 2012 WMP (2). Growth within the Ventana Major Developable Land is projected to include residential, commercial, and parks. Figure 2-3 summarizes the known Major Developable Land areas within WVWD.

To make sure the demographic factors impacting the Ventana at Duncan Canyon SP are accurately captured, the growth rates utilized for projections calculated for this WSA are based on the most current and detailed data available from the 2015 RUWMP.

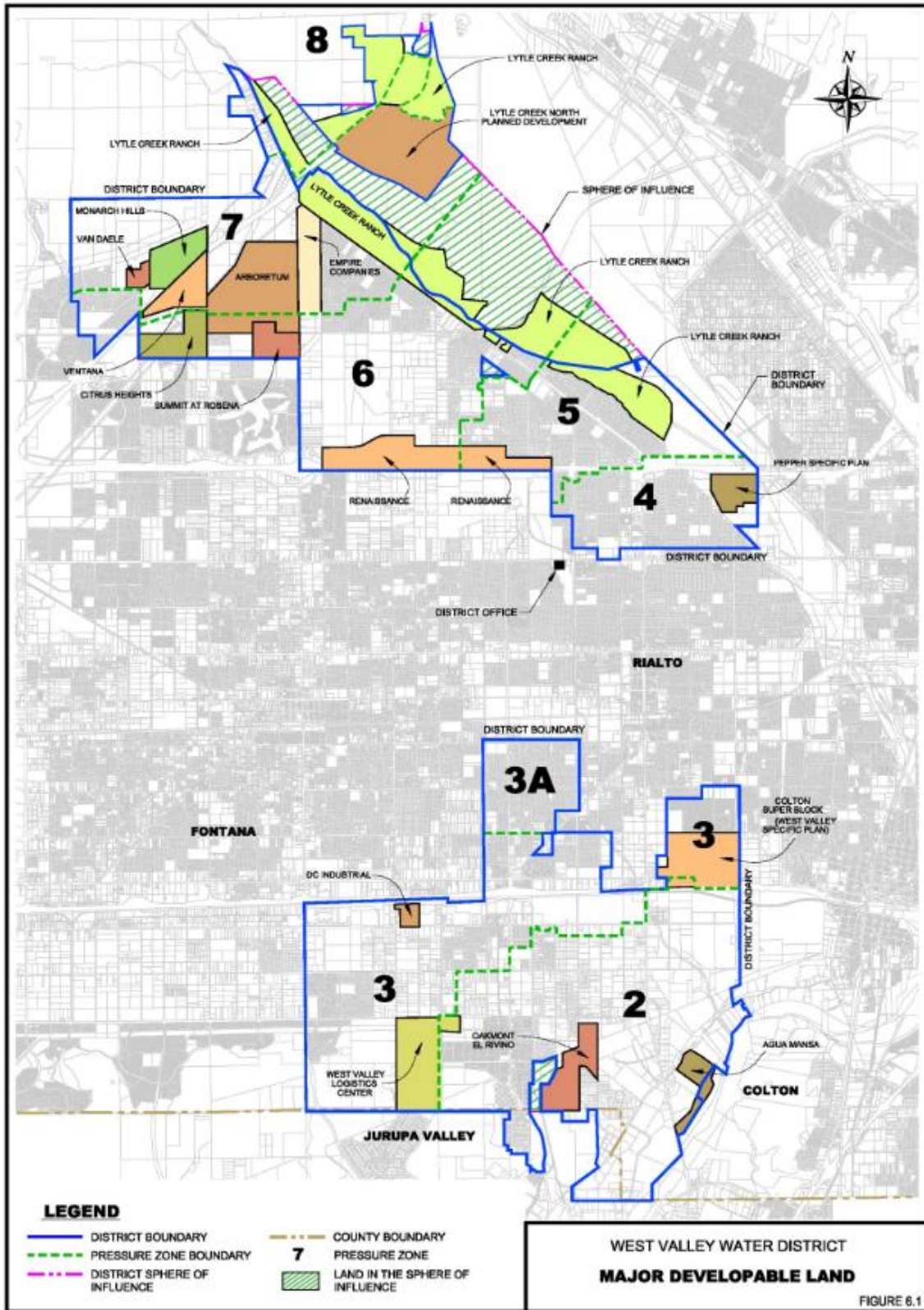


Figure 2-3. Planning Areas identified in the 2012 Water Master Plan (2)

### 3 PROJECT DESCRIPTION

The Project area consists of 105 acres in the northern portion of the City of Fontana, California, north of Lytle Creek Rd and east of Interstate-15. The Project site lies within pressure zone 7 of the northern section of WVWD’s water service area, a public water system as defined in CWC Section 10912. Figure 3-1 depicts the Project location relative to WVWD’s northern service area boundary.

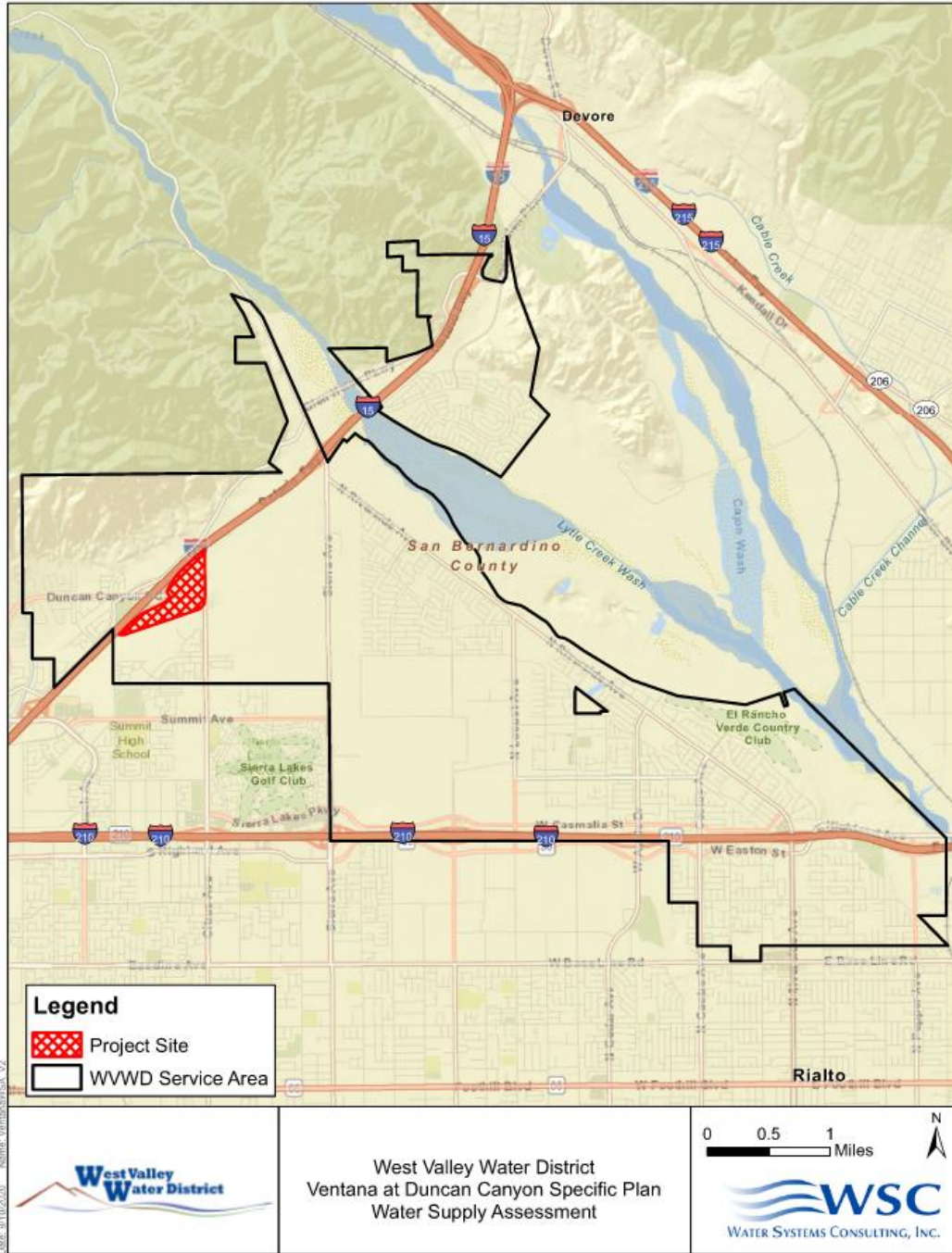


Figure 3-1. Project Vicinity



The land within the Project site is vacant, approximately all 105 acres. At the time this report was prepared, WVWD had a conceptual development scenario from Frontier Communities that featured net area for each planning area within the development. Demands were calculated based on net area for each phase. Future land uses are anticipated to include commercial, light manufacturing, office space, restaurants, retail, and medium to high density residential.

## 4 PROJECT WATER DEMAND

WVWD's 2015 RUWMP was based on existing and future water demands. The 2015 RUWMP projected future water use using two factors using a gallons per capita per day (GPCD) methodology: the expected growth in service area population, and the expected change in per-capita consumption. For future populations, the Southern California Association of Governments (SCAG) 2012 Adopted Growth Forecast was used for population projections in 2020 and in 2035 inside each of approximately 4,000 traffic analysis zones (TAZ) that cover southern California. GIS software was used to intersect WVWD's service area with the SCAG projections to calculate an estimated annual growth rate of approximately 1.5 percent for the WVWD service area. This growth rate was applied for years beyond 2015. The GPCD methodology (described in Section 5) assumes that all water use categories will grow at the same rate as population. SCAG's forecast used local planning data to estimate population. The planning data available at the time was assumed to include the Project area, therefore it incorporated a population growth estimate from the Project area. Per CWC Section 10910(c)(1), the Project's revised demands need to be accounted for in this WSA. Sections 4 and 5 present the methodology used to reconcile the 2015 RUWMP demand projections with the updated Project demands.

SCAG's population forecast data is not granular enough to determine how much population was assumed to come from the Project area. Therefore, if the additional projected demand from 2015 to 2030 is higher than the estimated Project demand, then it is assumed that demands for the Project were accounted for in the 2015 RUWMP. The 2015 RUWMP projected an additional Multi-Family Residential demand of 142 AFY by 2025 and 191 AFY by 2030 as well as an additional Commercial demand of 408 AFY by 2025 and 549 AFY by 2030. The Project's demands by 2025 and 2030 are less than the 2015 RUWMP projection for additional demands, as summarized in

Table 4-1. Since the 2015 RUWMP projections for additional demands are greater than the calculated Project demands, the 2015 RUWMP's supply and demand projections accounted for the Project. Information from the 2015 RUWMP was used for this WSA and is described in detail in the following sections.

**Table 4-1 Additional Demand Projections Established in the 2015 RUWMP, Compared to the Total Project Demand, AFY**

Use Type	Actual 2015 Demand	2015 RUWMP Demand, 2025	2015 RUWMP Demand, 2030	2025 – 2015 Difference (Additional Demand)	2030 – 2015 Difference (Additional Demand) <sup>1</sup>	Total Project Demand	Total Project Demand Compared to 2030 Projection <sup>1</sup>
<b>Multi-Family</b>	504	646	695	142	191	175	16
<b>Commercial</b>	1,453	1,861	2,002	408	549	183	366

<sup>1</sup>The excess in demand from 2030-2015 demonstrates an over-projection in the 2015 RUWMP. The total Project demand is less than the over-projection for 2030; therefore, the Project was included in demand estimates established in the 2015 RUWMP.

#### 4.1 PROJECT WATER DEMAND PROJECTIONS

Water demand factors were applied to projected development units (acres) for each use type to estimate Project demands. Water demand factors were selected from the 2012 Water Master Plan (2) and applied to the Project land uses. The estimated water demand factors applied to the Project's future land use categories are provided in Table 4-2.

Although there is potential for the Project's land uses to vary according to densities for each respective land use and zoning category, the land use and development units used to estimate Project water demands were based on the development units provided by Frontier Communications, as shown in Table 4-3. As summarized in Table 4-3, the total estimated water demand for the Project is 358 AFY. If the actual land uses and development change from these assumptions, the associated water demand may change and would need to be reevaluated.

**Table 4-2. Water Demand Factors for each Land Use Type**

Land Use	Water Demand Factor, gpm/ac <sup>1</sup>
Commercial	2.43
Regional Mixed Use	2.62
Medium or Medium High Density Residential	2.62

<sup>1</sup>Demand Factor based on Table 5-1 of the 2012 Water Master Plan (2).

Table 4-3. Estimated Project Water Demands

Phase	Time Frame	Planning Area	Land Use(s)	Net Residential Area (acre)	Net Non-Residential Area (acre)	Non-Residential (sqft)	Demand Factor (gpm/ac) <sup>1</sup>	Project Residential Demand (AFY)	Project Commercial Demand (AFY)	Project Demand by Phase (AFY)
Phase 1	0 – 5 Years	1	Mid-rise Hotel, Retail, Restaurants	-	5.75	116,000	2.43	-	22.5	157
		5	Medium or Medium High Density Residential	16.76	-	-	2.62	70.7	-	
		6	Medium Density Residential	11.7	-	-	2.62	49.4	-	
		8	Retail, Restaurants	-	3.64	32,500	2.43	-	14.2	
Phase 2	5 - 10 Years	2	Mixed Use, Retail, Office, Residential	-	11.37	104,000	2.62	-	48.0	201
		3	Office, R & D, Light Manufacturing	-	5.05	100,000	2.43	-	19.8	
		4	Office, R & D, Retail	-	7.45	114,000	2.43	-	29.1	
		7	Medium Density Residential	12.95	-	-	2.62	54.6	-	
		9	Mixed Use, Retail, Restaurant	-	2.61	8,000	2.62	-	11.0	
		10	Office, R & D, Light Manufacturing	-	9.86	100,000	2.43	-	38.6	
<b>Total</b>				<b>41.4</b>	<b>45.7</b>	<b>574,500</b>				<b>358</b>

<sup>1</sup>Demand Factors sources described in Table 4-2.

## 5 WVWD WATER SERVICE AREA WATER DEMAND

The GPCD metric provides a way to gauge water use per person historically in order to project expected future demand patterns based on population projections. In the 2010 UWMP, WVWD calculated a baseline water use of 316 GPCD. WVWD used Target Method 4 to calculate a compliance water use target of 254 GPCD for 2020, and an interim water use target of 285 GPCD for 2015. In 2010, the actual consumption was calculated as 236 GPCD.

For the 2015 UWMP cycle, DWR had made a GIS-based Population Tool available to calculate service area population using Census Bureau data. WVWD used this tool to re-calculate its service area population, baseline per-capita use, and compliance targets. Details on per-capita use and targets are provided in the 2015 RUWMP.

This Project demands are accounted for in the 2015 RUWMP projections and do not affect District-wide GPCD. WVWD expects to meet or be below its required District-wide SB7 GPCD targets with or without the Project Demand.

## 6 WATER SUPPLY ANALYSIS

### 6.1 WATER SOURCES

WVWD utilizes three primary sources for drinking water supply: local surface water from the east side of the San Gabriel Mountains, including North Fork Lytle Creek, Middle Fork Lytle Creek, and South Fork Lytle Creek; groundwater; and imported water from the State Water Project (SWP). Groundwater is the primary source of supply. WVWD's distribution system is divided into eight pressure zones and utilizes 25 reservoirs for a total storage capacity of 72.6 million gallons (MG). WVWD also operates a 14.4 MGD water filtration facility. The following sections describe each water source in more detail and a summary of water supply purchases and production is provided in Table 6-3.

#### 6.1.1 Purchased or Imported Water

WVWD purchases SWP water from the San Bernardino Valley Municipal Water District (Valley District) through the Lytle Turnout off the San Gabriel Pipeline Feeder. SWP water is treated at WVWD's Oliver P. Roemer Water Filtration Facility (WFF) and used for potable supply, or can be used to supply non-potable customers, or for groundwater recharge in the Lytle Creek Basin. In 2006, the WFF was expanded to increase production capacity to 14.4 MGD and will be expanded to have a capacity of 21.6 MGD. WVWD has utilized SWP water through the Lytle Turnout since 1999.

#### 6.1.2 Groundwater

WVWD draws approximately 46% of its water supply from its wells (3). WVWD's normal operating practice is to pump its wells 16 hours a day during off peak hours to take advantage of Southern California Edison's time of use rate. If, for some reason, wells are not in service (maintenance or repair), WVWD has the ability and the right to pump its wells up to 24 hours per day. WVWD has approximately 32 MGD production capability from all its wells in operation 24 hours per day.

WVWD extracts groundwater from five regional groundwater basins: Bunker Hill, Lytle Creek, Rialto-Colton, Riverside North, and Chino Basins. All five basins have been adjudicated and are managed. Details on adjudication and management are provided in the 2015 RUWMP.

WVWD, in a joint venture with the City of Rialto and Valley District, constructed 25,000 feet of 48-inch transmission line known as the Baseline Feeder. Through an agreement with Valley District, WVWD can receive up to 5,000 AFY of supply through this transmission line. WVWD has received water through the Baseline Feeder since 1998.

WVWD's historical production for 2015 through 2019 is shown in Table 6-3.

#### **6.1.2.1 San Bernardino Basin Area**

The San Bernardino Basin Area (SBBA) was defined by, and adjudicated in gross, by the Western-San Bernardino Judgment (Western Judgment) in 1969. The SBBA has a surface area of approximately 141 square miles and lies between the San Andreas and San Jacinto faults. The basin bordered on the northwest by the San Gabriel Mountains and Cucamonga fault zone; on the northeast by the San Bernardino Mountains and San Andreas fault zone; on the east by the Banning fault and Crafton Hills; and on the south by a low, east-facing escarpment of the San Jacinto fault and the San Timoteo Badlands. Alluvial fans extend from the base of the mountains and hills that surround the valley and coalesce to form a broad, sloping alluvial plain in the central part of the valley. The SBBA encompasses the Bunker Hill sub basin (DWR Number 8.02-06) defined by DWR and also includes a small portion of the Yucaipa Basin (8-02.07) and the Rialto-Colton Basin (8-02.04) as defined by DWR. The SBBA also encompasses surface water.

The Western Judgment established the natural safe yield of the SBBA to be a total of 232,100 AF per year (AFY) for both surface water diversions and groundwater extractions (see Appendix B. Western Judgment Appendix A. Lytle Creek Judgement & Surface Water Purchase Agreement). Surface water is diverted from Mill Creek, Lytle Creek, and the SAR. The average surface water diversions in the SBBA for direct use from 1968 to 2000 were 39,000 AFY.

The Western Judgment allocates 64,862 AFY of the safe yield, which equates to 27.95 percent, to the Plaintiffs. The Plaintiffs include the City of Riverside (the successor to the Riverside Water Company and the Gage Canal Company), Riverside Highland Water Company, Meeks & Daley Water Company, and Regents of the University of California. The Riverside County agencies may not exceed their allocation unless they participate in "New Conservation" (explained below).

The Non-Plaintiffs' (agencies within San Bernardino County, including the District) rights were defined in the Judgment as 167,238 AFY, which equates to 72.05 percent of the safe yield. San Bernardino agencies are allowed to extract more than 167,238 AFY from the SBBA, as long as they import and recharge a like amount of water into the SBBA. The Western-San Bernardino Watermaster provides an annual accounting of both the plaintiff and non-plaintiff extractions and a comparison to the safe yield. The Watermaster bases the Valley District replenishment water requirement on the cumulative accounting of non-plaintiff extractions. If the cumulative extractions are less than the cumulative safe yield, there is a groundwater "credit" in the basin. In years when cumulative extractions are greater than their allocation, a "debit" is given. Recharge is also required to offset the export of water outside the SBBA in excess of the amount recorded during the base period (1959-1963). Credits are earned for any new supplies such as stormwater capture. As of the accounting performed for the 2015 Annual Western-San Bernardino Watermaster Report, the Non-Plaintiffs have 104,994 AF of net credit accumulated in the SBBA and are, therefore, not required to recharge. Although there is no recharge requirement under the Judgment, the Non-Plaintiffs have continued to recharge the SBBA.

#### 6.1.2.2 Lytle Creek Sub Basin

Lytle Creek Basin is part of the SBBA, and it is not identified as a separate sub-basin in DWR Bulletin 118-2003; however, the sub basin is an integral part of the Upper Santa Ana Valley Groundwater Basin and a major recharge area for both the Bunker Hill and Rialto-Colton sub basins. Historically, local agencies have recognized Lytle Creek sub basin as a distinct groundwater sub basin. In the Western Judgment, the Bunker Hill and Lytle Creek sub basins are combined into the SBBA. However, the three separate water-bearing zones and intervening confining zones of the Bunker Hill sub basin are not observed in the Lytle sub basin. Sediments within the Lytle sub basin are, for the most part, highly permeable, and the aquifer has a high specific yield. High permeability and specific yield tend to result in an aquifer that responds rapidly to changes in inflow (precipitation and streamflow) and outflow (groundwater pumping, streamflow, and subsurface outflow).

Lytle Creek sub basin is adjoined on the west by the Rialto-Colton sub basin along the Lytle Creek fault, and on the east and southeast by the Bunker Hill sub basin along the Loma Linda fault and Barrier G. The northwestern border of the sub basin is delineated by the San Gabriel Mountains, and runoff from the mountains flows south/southeast through Lytle and Cajon Creeks into the basin.

Numerous groundwater barriers are present within Lytle Creek sub basin, resulting in six compartments within the sub basin. Barriers A through D divide the northwestern portion of the sub basin into five sub-areas and the southeastern portion of the sub basin comprises the sixth sub-area. Barrier F divides the northwestern sub-areas from the southeastern sub-area. Studies have shown that the groundwater barriers are less permeable with depth. When groundwater levels are high during wet years, more leakage occurs across the barriers than when groundwater levels are lower (i.e., during dry years). The amount of pumping in each sub-area, in large part, controls the movement of groundwater across the barrier within the older alluvium but not the younger alluvium.

It is important to note that the water rights in Lytle Creek are set forth in long-standing court judgments governing the rights of the parties in that basin. The Lytle Creek Basin was adjudicated under the 1924 Judgment No. 17,030 from the Superior Court of San Bernardino County (Lytle Creek Judgment) and is managed by the Lytle Creek Water Conservation Association, which is made up of the successors to the stipulated parties of the judgment (see Appendix A. Lytle Creek Judgement & Surface Water Purchase Agreement). Table 6-1 shows historical extractions from the SBBA for years 2010-2018. Data for 2019 was unavailable at the time of preparation of this WSA.

Table 6-1 Historic Groundwater Extractions and Surface Water Diversions from SBBA (AFY)

Entity	2010	2011	2012	2013	2014	2015	2016	2017	2018
<b>Non-Plaintiffs</b>									
Bear Valley Mutual Water Company (a)	17,524	16,862	15,560	15,259	17,102	15,166	12,746	33,868	14,972
City of Colton (a)	4,740	4,783	6,222	5,170	4,879	4,405	3,044	3,842	3,695
East Valley Water District (a)	18,120	18,408	19,538	18,796	17,896	13,500	12,791	15,214	14,545
City of Loma Linda (a)	4,863	5,401	5,776	5,571	5,449	4,670	4,708	5,070	5,158
City of Redlands (a)	28,960	31,908	31,918	29,641	29,100	18,524	16,319	24,216	21,710
City of Rialto (a)	5,325	3,377	3,109	4,082	4,132	3,726	4,291	3,885	4,413
San Bernardino Valley MWD (a)	291	618	3,790	7,485	8,178	6,874	5,643	4,921	6,327
City of San Bernardino (a)	49,185	50,331	50,250	46,853	44,798	37,415	36,519	38,478	40,158
West Valley Water District (a)	7,986	7,697	8,637	7,723	6,397	7,047	4,862	7,108	6,966
Yucaipa Valley Water District (a)	166	97	120	220	154	5	162	110	178
Other Agencies in San Bernardino and Private Entities (b)	16,474	19,288	23,053	17,597	15,062	12,176	10,260	11,431	11,295
<b>Subtotal for Non-Plaintiffs</b>	<b>153,634</b>	<b>158,770</b>	<b>167,973</b>	<b>158,397</b>	<b>153,147</b>	<b>123,508</b>	<b>111,345</b>	<b>148,143</b>	<b>129,417</b>
<b>Plaintiffs</b>									
Riverside Highland Water Company (c)	1,136	1,655	2,135	2,873	2,077	3,400	3,040	1,903	2,641
Agencies in Riverside County (d)	52,987	54,151	60,159	60,885	57,072	57,942	54,406	58,228	57,659
<b>Subtotal for Plaintiffs</b>	<b>54,123</b>	<b>55,806</b>	<b>62,294</b>	<b>63,758</b>	<b>59,149</b>	<b>61,342</b>	<b>57,446</b>	<b>60,131</b>	<b>60,300</b>
<b>Total</b>	<b>207,757</b>	<b>214,576</b>	<b>230,267</b>	<b>222,155</b>	<b>212,296</b>	<b>184,850</b>	<b>168,791</b>	<b>208,274</b>	<b>189,717</b>

## Notes:

- (a) Data from Volume 1 of the Western-San Bernardino Watermaster Annual Report for 2015 and 2018.
- (b) Includes Crafton Water Company, Devore Water Company, Fontana Union Water Company, Loma Linda University, Mentone Citrus Growers, Mount Vernon Water Company, Mountain View Generating Station, Muscoy Mutual Water Company, San Bernardino County – Facility Management, Tennessee Water Company, Terrace Water Company, and Redlands water Company. Data from Volume 1 of the Western-San Bernardino Watermaster Annual Report for 2015 and 2018.
- (c) Riverside-Highland Water Company's service area extends into both San Bernardino and Riverside counties. However, Riverside-Highland Water Company is a Plaintiff within the Western Judgment and therefore extractions for Riverside-Highland are typically included with those of Riverside County entities. Data from Table No. 11, Western-San Bernardino Watermaster Annual Report for 2015 and 2018.
- (d) Includes Agua Mansa Water Company and Meeks & Daley Water Company, Regents of the University of California, and the City of Riverside. Data from Table Nos. 10, 12, and 13 of the Western-San Bernardino Annual Report for 2015 and 2018.



### 6.1.2.3 Rialto-Colton Basin

The Rialto-Colton subbasin underlies a portion of the upper Santa Ana Valley in southwestern San Bernardino County and northwestern Riverside County. This subbasin is about 10 miles long and varies in width from about 3.5 miles in the northwestern part to about 1.5 miles in the southeastern part. This subbasin is bounded by the San Gabriel Mountains on the northwest, the San Jacinto fault on the northeast, the Badlands on the southeast, and the Rialto-Colton fault on the southwest.

The District and its predecessors have been utilizing the Rialto Basin for water supply for more than 80 years. The Rialto Basin was adjudicated under the 1961 Decree No. 81,264 from the Superior Court of San Bernardino County (Rialto Basin Decree) (see Appendix C. Rialto Basin Decree). Groundwater storage capacity of the basin is about 210,000 AF (DPW 1934), with an estimated 120,000 AF for the Rialto portion of the sub-basin and about 93,000 AF for the Colton portion. The basin shows quick rises of water levels during high precipitation years and slower decline over several years.

Under normal conditions, when the basin is not in adjudication, the District has unlimited extraction rights. During drought conditions when the adjudication is in effect, the District's extraction right ranges from 3,067 AFY in the most severe drought periods to a maximum of 6,134 AFY. Existing wells in the Rialto Basin have the capacity to extract up to 10,000 AFY during normal conditions.

### 6.1.2.4 North Riverside Basin

The North Riverside Basin (the portion of the Riverside Basin Area in San Bernardino County) is part of the 1969 Judgment No. 117,628 (see Appendix B. Western Judgment), under the Bunker Hill Basin. The Riverside Groundwater Basin is a large alluvial fill basin that is bounded by major faults and topographic barriers. Recharge to the basin occurs by the underflow from basins to the north, contributions from the Santa Ana River, and from percolation of surface water runoff from the surrounding uplands, in particular the Box Spring Mountains to the east. The District, which has no limits or restrictions on groundwater pumping in the basin, has been utilizing the North Riverside Basin for water supply for more than 60 years.

Extractions from the North Riverside Basin for use in Riverside County are limited to 21,085 AFY by the Judgment. Extractions for use in San Bernardino County are unlimited, provided that water levels at three index wells in the Rialto-Colton and Riverside North Basins stay above 822.04 feet MSL. The 2015 Integrated Regional Water Management Plan provided an estimate of 30,100 AFY as the sustainable supply from North Riverside for use in San Bernardino County, based on extractions from 1996 to 2005.

### 6.1.2.5 Chino Basin

The Chino Basin is an adjudicated basin managed by the Chino Basin Watermaster. The Chino Sub basin lies in the southwest corner of San Bernardino County. The Chino Sub basin is bordered to the east by the Rialto-Colton fault. In the other three directions, the Chino Sub basin is ringed by impermeable mountain rock, the San Gabriel Mountains to the north, the Jurupa Mountains and Puente Hills to the south and southwest. Average annual precipitation across the basin is 17 inches. This part of the San Bernardino Valley is drained by San Antonio Creek and Cucamonga Creek southerly to the Santa Ana River.

On January 2, 1975, several Chino Basin producers filed suit in California State Superior Court for San Bernardino County (the "Court") to settle the problem of allocating water rights in the Chino Basin. On January 27, 1978, the Court entered a judgment in Chino Basin Municipal Water District v. City of Chino et al. (Chino Basin Watermaster Judgment) adjudicating water rights in the Chino Basin and establishing the Chino Basin Watermaster. The Judgment adjudicated all groundwater rights in Chino Basin and contains a physical solution to meet the requirements of water users having rights in or dependent upon the Chino Basin. The Judgment also appointed the Watermaster to account for and implement the management of the Chino Basin. The Judgment declared that the initial operating safe yield of the Chino Basin is 145,000 AFY. The Basin is managed through implementation of the Chino Optimum Basin Management Plan. Per the Judgment, the District has a minimum of approximately 1,000 AFY of extraction rights. Extractions above that amount must be replenished with SWP water through a program with the Chino Basin Watermaster.

### 6.1.3 Surface Water

WVWD has the right to divert and export out of the Lytle Creek Region 2,290 gpm when it is available. WVWD can also purchase an additional 1,350 gpm of Lytle Creek flows through an agreement with the City of San Bernardino (San Bernardino is not able to utilize their surface water flows), which is treated at the Oliver P. Roemer WFF. WVWD also utilizes Lytle Creek surface water flows for groundwater recharge in the Lytle Creek Basin.

## 6.2 TRANSFER OPPORTUNITIES

WVWD currently has interconnections with the Fontana Water Company, Marygold Mutual Water Company, Valley District, and the Cities of Rialto, Colton and San Bernardino which can be utilized as needed for short-term supply needs. These connections are not typically used for extended periods.

## 6.3 FUTURE WATER PROJECTS

To meet future demands within the system, WVWD plans to rehabilitate existing wells, drill new wells, and equip wells with wellhead treatment if required. These wells are planned for various groundwater basins and pressure zones within the distribution system.

WVWD has expanded the Oliver P. Roemer Water Filtration Facility to allow additional treatment of SWP water when available. A future expansion of the plant will increase the ultimate capacity of the facility to 21.6 MGD.

When planning future water supply sources, WVWD selects projects that will provide sufficient supply to meet peak day demands. When possible, these sources are planned by pressure zone, thereby reducing the need to lift water to a higher zone. WVWD currently pumps its wells 16 hours per day to take advantage of Southern California Edison's reduced off peak pumping rate. This pumping schedule lowers overall costs and allows WVWD operational flexibility.

As development progresses and increases demands are placed on the system, WVWD will determine which projects to implement. Although WVWD may not need to utilize each source to its full potential, construction of these water supply projects gives WVWD this option should one of more source be off-line due to maintenance. Known future supply developments are listed in Table 6-2.

**Table 6-2. Future Water Supply Projects (1)**

Name of Project	Capacity	Description	Date Supply Available
<b>Expansion of Oliver P. Roemer WFF</b>	21.6 MGD	Expansion to allow additional treatment of SWP water, when available and to be used during an average year.	2025

## 6.4 RECYCLED WATER

WVWD does not currently have a recycled water distribution system. WVWD's plans for recycled water are still preliminary, and the expected beneficial use has not been quantified.

To the extent feasible, if and when recycled water is available to WVWD, this water will be offered to WVWD customers.

## 6.5 WATER SUPPLY SUMMARY

WVWD's historical current, and projected water supplies are summarized in Table 6-3. These quantities are based on projected demands established in the 2015 UWMP.

**Table 6-3. Water Supplies – Historical, AFY**

Water Supply	Additional Detail on Water Supply	2015	2016	2017	2018	2019
<b>Groundwater</b>	Lytle Creek	2,159	1,850	2,365	2,416	2,572
	Riverside North	2,065	2,745	1,089	1,542	1,301
	Rialto-Colton	2,505	2,123	3,923	3,353	2,779
	Bunker Hill	1,520	1,351	2,300	2,002	891
	Chino	0	0	0	0	0
<b>Purchased or Imported Water</b>	SWP Water	2,244	2,839	2,653	4,042	3,649
	Baseline Feeder	4,367	3,380	3,151	3,701	3,512
<b>Surface Water</b>	Lytle Creek	2,271	2,026	4,540	3,748	4,023
<b>Total</b>		<b>17,131</b>	<b>16,314</b>	<b>20,021</b>	<b>20,804</b>	<b>18,727</b>

WVWD plans to utilize a greater amount from each of its supply sources, up to the legal rights and availability. WVWD's available supplies for future years are summarized in Table 6-4.

Table 6-4 Current and Projected Supplies, AFY

Water Supply	Additional Detail on Water Supply	2020	2025	2030	2035	2040
<b>Groundwater</b>	SBBA Groundwater (Bunker Hill/Lytle)	9,500	14,000	17,000	19,500	19,500
	Riverside North	2,500	3,500	4,000	4,500	4,500
	Rialto-Colton	4,500	6,000	6,000	6,000	6,000
	Chino	0	900	900	900	900
<b>Purchased or Imported Water</b>	SWP Water	7,000	7,000	7,000	7,000	7,000
	Baseline Feeder	5,000	5,000	5,000	5,000	5,000
<b>Surface Water</b>	Lytle Creek	5,500	5,500	5,500	5,500	5,500
<b>Total</b>		<b>34,000</b>	<b>41,900</b>	<b>45,400</b>	<b>48,400</b>	<b>48,400</b>

## 7 WATER SUPPLY RELIABILITY

### 7.1 WATER SUPPLY RELIABILITY

During normal and wet years, Valley District uses SWP for groundwater recharge. Therefore, this water is available for production during dry years. Through its use of groundwater storage, Valley District does not anticipate a reduction in the availability of SWP water during single or multiple dry years.

Due to the size of the groundwater basins utilized by WVWD, a single dry year will not affect well production. The annual amount produced in historical normal, single dry, or multiple dry water years from a basin does not give an accurate representation of potential basin production. Factors such as lower system demand, cost of pumping, inoperable wells, pumping duration, replenishment costs, water quality, cost of supply and the ability to treat water all affect annual basin production numbers.

WVWD has utilized up to 5,500 AFY during normal times from Lytle Creek surface flows and projects a minimum of 2,130 AFY during extended drought conditions. WVWD and its predecessors have utilized Lytle Creek surface flows for water supply for more than 130 years.

## 8 WATER SUPPLY AND DEMAND ANALYSIS

There has been a historical trend associated with drier years and an increase in water use among agencies. Conservation efforts have proven to be effective in decreasing water use in dry years, such as the historical drought of 2013-2015.

In the 2015 RUWMP, WVWD had estimated that demands could increase by 10 percent during a single dry year. During a multiple dry year period, it is expected that conservation messaging and restrictions would lead to consumption dropping back down to normal year levels in the second dry year and falling an additional 10 percent in the third dry year.

Table 8-1 presents a comparison of supply and demand projections in an Average Year, Table 8-2 presents a comparison of supply and demand projections for a Single Dry Year, and Table 8-3 presents a comparison of supply and demand projections for multiple dry years.

**Table 8-1. Normal Year Supply and Demand Comparison, AFY**

Totals	2020	2025	2030	2035	2040
<b>Supply Totals<sup>2</sup></b>	34,000	41,900	45,400	48,400	48,400
<b>Demand Totals</b>	20,799	22,256	23,802	25,492	27,312
<b>Difference</b>	13,201	19,644	21,598	22,908	21,088
<b>Notes:</b>					
1. Information provided in the 2015 RUWMP.					
2. Supply totals updated in this WSA.					

**Table 8-2. Single Dry Year Supply and Demand Comparison, AFY**

Totals	2020	2025	2030	2035	2040
<b>Supply Totals</b>	33,030	38,530	42,030	45,030	45,030
<b>Demand Totals</b>	22,879	24,481	26,183	28,041	30,043
<b>Difference</b>	10,151	14,049	15,847	16,989	14,987
<b>Note:</b>					
1. Information provided in the 2015 RUWMP.					

**Table 8-3. Multiple Dry Year Supply and Demand Comparison, AFY**

Year	Totals	2020	2025	2030	2035	2040
<b>First Year</b>	Supply Totals	33,030	38,530	42,030	45,030	45,030
	Demand Totals	22,879	24,481	26,183	28,041	30,043
	Difference	10,151	14,049	15,847	16,989	14,987
<b>Second Year</b>	Supply Totals	33,030	38,530	42,030	45,030	45,030
	Demand Totals	20,799	22,256	23,802	25,492	27,312
	Difference	12,231	16,274	18,228	19,538	17,718
<b>Third Year</b>	Supply Totals	33,030	38,530	42,030	45,030	45,030
	Demand Totals	18,719	20,030	21,422	22,943	24,580
	Difference	14,311	18,500	20,608	22,087	20,450
<b>Note:</b>						
1. Information provided in the 2015 RUWMP.						

## 9 DETERMINATION OF WATER SUPPLY SUFFICIENCY

### 9.1 DETERMINATION OF WATER SUPPLY SUFFICIENCY

According to the 2015 RUWMP, WVWD has adequate supplies to meet their customer demands and replacement water needs during average, single dry and multiple dry years throughout the 20-year planning period. Project demands determined in this WSA were less than the projected growth demands provided in the 2015 RUWMP. As a result, the Project demands were included in supply projections. It is concluded that WVWD has adequate supplies to meet demands during average, single dry and multiple dry years throughout the 20-year planning period.

WVWD is committed to minimizing the need to import water from other regions. WVWD will continue aggressive water conservation efforts to implement various Demand Management Measures, helping to reduce the need for imported water.

## 10 CONDITIONS OF APPROVAL

This assessment of reliable water supply is conditioned on the following:

1. The property owner will install water efficient devices and landscaping according to the requirements of the District's water use efficiency ordinance(s), if any, at the time of construction of the project to reduce the impact of this project on District water supplies.
2. Prior to project construction, the property owner is required to meet with District staff to develop a plan of service. The plan of service will include, but not be limited to, water and recycled water requirements to serve the project. If there is a change in the circumstances detailed in this water supply assessment, the District has the option to suspend the approval of this WSA.
3. This WSA will be reviewed every three (3) years until the project begins construction. The property owner shall notify the District when construction has begun. The review will ensure that the information included in this WSA remains accurate and no significant changes to the project or District's water supply have occurred. If the property owner has not contacted the District within three (3) years of approval of this WSA, it will be assumed that the proposed project no longer requires the estimated water demand calculated, the demand for this project will not be considered in assessments for future projects, and the assessment provided by this document will become invalid.
4. (a) Based on present information the District has determined that it will be able to provide adequate water supplies to meet the potable water demand for this project in addition to existing and future uses. Water service will be guaranteed by the satisfaction of all rules and regulations of the District. The District reserves the right to revisit this water supply assessment in the event of a potential increase in water demand to the project.  
  
(b) This WSA is not a commitment to serve the project, but a review of District's supplies based on present information available.

## 11 REFERENCES

1. **Water Systems Consulting, Inc.** *2015 San Bernardino Valley Regional Urban Water Management Plan*. Amended June 2017.
2. **West Valley Water District.** *2012 Water Master Plan*. 2012.
3. —. Overview. *West Valley Water District*. [Online] 2018. [Cited: September 14, 2020.] <https://agencyeta.com/WVWD/about/overview/>.

## APPENDIX A. LYTLE CREEK JUDGEMENT & SURFACE WATER PURCHASE AGREEMENT



## APPENDIX B. WESTERN JUDGMENT

## APPENDIX C. RIALTO BASIN DECREE

## APPENDIX D. CHINO BASIN WATERMASTER JUDGMENT

## APPENDIX E. BASELINE FEEDER AGREEMENT



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** December 17, 2020  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** RATIFY EXPENDITURES FOR MAINTENANCE PROJECT IN CACTUS BASIN 2

---

**BACKGROUND:**

In May 2016, the West Valley Water District (District) and the San Bernardino County Flood Control District executed an agreement permitting the spreading of water in Cactus Basin 2 (Basin) to support the District's Groundwater Treatment project. The agreement allows up to 800 acre feet to be discharged annually until May 24, 2021. The District is responsible for obtaining regulatory permits and performing all maintenance activities. These permits require compensatory mitigation to offset the loss of wetland and riparian habitat that has developed within the basin.

In October 2020, the District and the San Bernardino Valley Municipal Water District executed an agreement coordinating the development and implementation of water spreading management activities in the Cactus Basins. A Streambed Alteration Agreement with the California Fish and Wildlife has been executed. Additional permits from the Regional Water Quality Control Board and the U.S. Army Corps of Engineers will not be required due to the absence of soil disturbance in the basin.

**DISCUSSION:**

District staff completed maintenance activities such as herbicide application and a pre-construction burrowing owl survey in November 2020. The final step is clearing and disposing of all surface vegetation on the basin floor. District staff reached out to multiple firms for quotes. Three (3) firms – California Landscape & Design (CLD), Jeremy Harris Construction Inc. (JHC), and EL-CO Contractors, Inc. (ECC) – submitted quotes to provide the specified services. The scope of work consists of mowing, clearing, hauling, and disposing of approximately 12 acres of vegetation. The three quotes were as follows:

California Landscape & Design	Jeremy Harris Construction Inc.	El-CO Contractors, Inc.
<b>\$49,850.00</b>	\$71,372.00	\$79,740.00

United Technologies Corporation/Raytheon (UTC) expects the Fluidized Bed Reactor (FBR) Water Treatment Plant be back in service in December 2020. In order to meet the timeline, District staff

was directed to proceed with the maintenance project with California Landscape & Design and bring back the final cost upon project completion to the Board of Direction's for ratification at the next Board meeting. The FBR plant needs approximately 6 weeks to strengthen the microorganisms used for water treatment and to stabilize the plant. During such time, off-specification water needs to be discharged into the basin.

**FISCAL IMPACT:**

This is a reimbursable cost and is included in the Fiscal Year 2020/21 Operating Budget and will be funded from Account Number 100-5350-540-5614 titled "Repair & Maintenance/Structures/Facility" with a budget of \$164,000.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors have this expenditure of \$49,850.00 for maintenance project in Cactus Basin 2 be considered for ratification.

Respectfully Submitted,

*Shamindra Manbahal*

---

Shamindra Manbahal, Acting General Manager

SM:jc

**ATTACHMENT(S):**

1. Exhibit A - Photos
2. Exhibit B - Quotes

**MEETING HISTORY:**

12/09/20      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A

Photos – Cactus Basin 2





# EXHIBIT B



## *Bid Proposal*

**Date:** November 6, 2020  
**Name:** West Valley Water District  
**Address:** 855 W Baseline Rd. Rialto CA 92376  
**Phone:** (909) 644-6918, (909) 875-1804 ext. 717  
**Project:** Cactus Basin  
**Attn:** Rudy Olguin  
**Email:** rolguin@wvwd.org

Quantity	Unit	Description	Total
<b>Basin Clean Up and Disposal</b>			
1	LS	<b>Remove Plant Material and Disposal From Watert Basin 13.5 Acres Approx</b>	
20	Ea	40 Yd High Wall Trash Containers	
1	LS	Rental of Wood Chipper	
1	LS	Skip Loader Rental	
1	LS	Skid Steer Rental	
1	LS	Tractor Mowing Weed Abatement	
1	LS	Fuel	
1	LS	Miscellaneous Materials/Tools	
232	Ea	Hours Labor for Clean Up	
96	Ea	Hours Tractor Operator	
1	LS	General Services	
<b><u>TOTAL BASIN CLEAN UP</u></b>			<b><u>\$49,850.00</u></b>

### Notes And Exclusions:

**Excludes Grading After Clean Up of Weed and Bushes**  
**Stump Removal of Removed Trees**  
**Excludes City / County Permits**

We propose hereby to furnish material and labor complete in accordance with above specification for the sum of:

**\$49,850.00**

Customer

Date

License Number 597267 (Classes A, B, C23, C27, C53)

DIR #.( Department Industrial Relations) **1000014663.**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.

**Deposit due prior to commencement of work. Deposit is to be 10% of the total contract, but not to exceed \$1,000.**

**Progress payments will be due during the course of work as outlined in the schedule.**

Any questions concerning a contractor may be referred to the Contractors State License Board, P.O. Box 26000 Sacramento, CA 95826

DATE: 11/13/2020

PROPOSAL

PAGE NO 1 OF 1

2.9.b

**JEREMY HARRIS CONSTRUCTION INC**

11731 STERLING AVE. SUITE F, RIVERISDE, CA 92503 Phone: (951)215-0771 FAX:(951)789-0089

CA LIC #924979 DIR #1000001177

PROPOSAL SUBMITTED TO: <b>Santa Ana Watershed Association</b>		STARTING DATE (APPROX) <b>T.B.D.</b>	COMPLETION DATE (APPROX) <b>T.B.D.</b>
STREET <b>1835 Chicago Ave. Suite C</b>		JOB NAME <b>Cactus Basin</b>	JOB PHONE <b>909-771-6903</b>
CITY, STATE & ZIP <b>Riverside, CA 92507</b>	ATTN: <b>James Law</b>	JOB LOCATION: <b>855 W. Baseline Rd. Rialto, CA 92376</b>	
ARCHITECT <b>N/A</b>	DATE OF PLANS: <b>N/A</b>	JOB # ISSUED <b>N/A</b>	

WE WILL FURNISH ALL THE REQUIRED MATERIALS, WHICH WE GUARANTEE WILL BE AS SPECIFIED, WILL PERFORM THE LABOR REQUIRED FOR THE COMPLETION OF:

**SCOPE OF WORK:**

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
<b>1. Mobilization</b>	Lump Sum	Lump Sum	<b>\$5,096.00</b>
<b>2. Traffic Control</b>	Lump Sum	Lump Sum	<b>\$5,488.00</b>
<b>3. BMP's</b>	Lump Sum	Lump Sum	<b>\$2,800.00</b>
<b>4. Clear and Grub, Load, Haul off all surface vegetation on basin floor.</b>	Lump Sum	Lump Sum	<b>\$41,988.00</b>
<b>5. Dump fees</b>	Lump Sum	Lump Sum	<b>\$16,000.00</b>

*Note: Prevailing Wage, owner to provide construction water*

**Exclusions: Permits, fees, nightwork, hazardous material removal, swppp, bonds**

**TOTAL PRICE: \$71,372.00**

**\* ANYTHING NOT LISTED ABOVE IS EXCLUDED FROM PROPOSAL\***

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board - P.O. Box 26000, Sacramento, CA 95826  
WE PROPOSE to perform the above work in accordance with the drawings and specifications submitted and completed in a workmanlike manner according to standard practices

For sum of: **Seventy-One Thousand, Three Hundred Seventy-Two Dollars and Zero Cents**

**With payments to be made as follows:** UPON PROGRESS OF JOB. BALANCE DUE UPON COMPLETION OF WORK STATED ABOVE.

Any Alterations or Deviations from the above specifications involving extra costs will be made only upon written agreement, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. You are to carry fire, tornado, and other necessary insurance upon the above work.

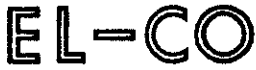
Our workers are fully covered by Workmen's Compensation and Public Liability Insurance. Overdue accounts will be charged interest at the rate of 10% per month, In the event it becomes necessary to enforce this agreement by litigation, the prevailing party shall be entitled to court costs, attorney and collection fees. This proposal may be withdrawn by us at any time before acceptance.

Authorized Signature \_\_\_\_\_

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this is work not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing. UPON ACCEPTANCE CONTRACT WILL FOLLOW.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

**CONTRACTORS, INC.**

1995 Nolan Street, San Bernardino, CA 92407 • Telephone (909) 887-2610 or 887-1013 • Fax (909) 880-9091  
P.O. Box 9130 San Bernardino, CA 92427

TO: Name West Valley Water District  
Address P.O. Box 920  
City Rialto, CA 92377

PROJECT:  
LOCATION:

DATE: 10/28/2020 ATTEN: Sergio TELEPHONE: \_\_\_\_\_

We propose to furnish Labor & Material to perform the work hereafter specified.

Grubbing & Cleaning Out Retention Basin  
located at Cactus & Baseline Avenue

1	Lump Sum	Mobilization	3,500.00	3,500.00
2	Lump Sum	Grub & Haul Off Debris	57,040.00	57,040.00
3	Lump Sum	Dump Fees (Estimated)	19,200.00	19,200.00
			<u>TOTAL:</u>	<u>79,740.00</u>

NOTES: Includes:  
3 Each Operators  
3 Each Laborers  
1 Each D-6 Dozer  
1 Each Loader  
1 Each Chipper  
2 Each Service Trucks  
1 Each Water Truck

1. Permits & Inspection fee by others.
2. Engineering & Staking by others.
3. Construction water to be furnished & paid for by others.
4. All work completed by the 25th of each month is due and payable on the 10th of the following month.
5. Final billings will be based on actual measurements of work at the above prices.

General conditions, on the reverse side, are an integral part of the agreement.

ACCEPTED:

**EL-CO CONTRACTORS, INC.**  
STATE LICENSE NO. 317093

BY: \_\_\_\_\_

BY: John Wiles, Sec/GenMgr.

DATED: \_\_\_\_\_



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** December 17, 2020  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** IMMACULIGHT UV DISINFECTION SYSTEM PROPOSAL

---

**BACKGROUND:**

This item was discussed at the **12/08/2020 Safety and Technology Committee meeting** and the **12/09/2020 Finance Committee meeting**.

Since the onset of the COVID-19 Pandemic, the West Valley Water District's, ("District"), Board of Directors has taken a proactive approach towards protecting the health and safety of District employees and ratepayers. Included among the various steps taken to help prevent the spread of the virus are the closing of the Customer Service Foyer, the implementation of a telecommuting program, the implementation of social distancing measures, the procurement and distribution of personal protective equipment, (PPE), and the increase of cleaning & disinfection services.

**DISCUSSION:**

Staff has been in contact with Alliance Companies USA, ("Alliance"), regarding the potential installation of UVC Bacterial Disinfection Technology, ("Immaculight"), and LED retrofits at District facilities. Alliance conducted an assessment of the District's facilities and submitted two proposals. The first proposal includes the installation of (46) 2'x4' Immaculight Clean Box Units and (24) 2'x2' Immaculight Clean Box Units as well as LED retrofits for a total of \$369,600, (includes installation and taxes). The second proposal excluded the LED retrofits for a total of \$334,850, (includes installation and taxes). Both proposals are included in **Attachment B**. The Immaculight Clean Box Units would be installed throughout the District's facilities as indicated in **Attachment C**.

Alliance estimated an annual energy savings of 51,985 kWh, and an annual cost savings of \$5,398 for the LED retrofits, (see **Attachment D**). The implementation cost of \$34,750 divided by the annual energy cost savings of \$5,398 for the LED retrofits equates to a payback period of approximately 6.4 years. Because that exceeds the expected 5-year useful life of the LED's, staff does not recommend proceeding with that portion of the proposal. However, the UVC Bacterial Disinfection Technology merits additional consideration.

This technology offers a solution for continuous surface and air disinfection. It purifies air by removing pathogens, particulates, and pollutants. Test results show a high rate of effectiveness against SARS-CoV-2. Unlike many other UV disinfection systems, it is safe for use in occupied

spaces. It would complement the pandemic related safety measures that are currently in place and would support the District's commitment to providing a safe environment for staff and for returning customers, (when the time is appropriate to re-open the Customer Service Foyer). As part of the due diligence process, staff seeks out references from other agencies. Once such reference from Barbers Hill Independent School District is included in **Attachment E**.

Alliance is the only licensed distributor in the Western Region of the United States for the Immaculight product line and therefore, this would be a sole source procurement.

**FISCAL IMPACT:**

This project was NOT contemplated in the CIP Budget for FY 2020. If the Board decides to proceed with the project, it would need to authorize funding. It is worth noting that this project may be partially or fully reimbursable to the District as part of the emergency response to the pandemic. Staff is working to confirm the proportion of reimbursement.

**STAFF RECOMMENDATION:**

Authorize the Acting General Manager to negotiate an agreement with Alliance for the installation of Immaculight Clean Box units at District facilities, to be brought back for approval at a future Board meeting.

SM:js

**ATTACHMENT(S):**

1. Attachment A - Alliance Cover Letter
2. Attachment B - Alliance Product Overview and Pricing
3. Attachment C - Alliance Lighting Audit
4. Attachment D - Alliance Lighting Summary Table
5. Attachment E - Immaculight Reference Letter

# Attachment – A

## Alliance Cover Letter



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

**November 17, 2020**

**RE: UVC Bacterial Disinfection Box - "Immaculight" & LED Lighting Retrofit**

Dear Mr. Shamindra "Rickey" Manbahal,

Thank you for taking to time to work with our team in exploring our UVC Bacterial Disinfection Technology and identifying a strategic approach to addressing your District's sanitation strategy through this pandemic of COVID-19.

Our Illumipure products have solidified their position at the forefront of disinfection technology within public agencies today. Due to rigorous 3<sup>rd</sup> party testing, clinical trials, registrations, and approvals within the largest health and safety organizations; our UVC Bacterial Disinfection Technology has proved to be the highest level of sanitation available on the market today for the **West Valley Water District**.

In working with your team, we have been able to develop a customized sanitation strategy through analyzing the following items:

- Analysis of facility building floor plans and reflected ceiling plans
- Identified high traffic / high risk areas within facilities
- Completed site walks to assess installation dynamics
- Identified most effective placement locations throughout facilities
- Provided recommended unit counts
- Taken into account all feedback and input from staff representatives

Through this we have developed a scope of work, focusing on the facility. In the following pages we have provided a product overview, product pricing options, site by site unit count breakouts with pricing, and a final quote for the total project cost.

Please let us know if you have any questions, as I can be reached at (661) 510-8299. We look forward to the opportunity to become West Valley Water District's preferred sanitation partner and delivering an unmatched level of safety through these times.

Best Regards,  
Chris Fall

*Chris Fall*

Firm President



# Attachment – B

## Alliance Product Overview and Pricing

# UVC Bacterial Disinfection Technology

## Product Overview

Alliance Companies USA is a San Diego based energy services firm, that contracts with public agencies throughout the state, within the municipal and educational sectors. Through offering a design-build / turnkey approach, Alliance strives to create successful and effective energy projects, becoming a long-term energy partner with all of our customers. Through the effects of this pandemic, our firm has incorporated a sanitation division focusing on delivering COVID-19 disinfection technology to **Cities, Counties & School Districts** throughout the state. Through our partnership with Illumipure, our firm is now the manufacturer representative for the UVC Disinfection Clean Box for California. This technology allows the **West Valley Water District** to provide continuous disinfection while occupants are in the room, delivering the highest level of sanitation available on the market today. Following conversations with **District staff**, please see below for product specifications and information:



*\*Clean Box Unit with Light*



*\*Clean Box Unit*

- ☑ 3<sup>rd</sup> party tested by Soul Semi Conductor to kill COVID-19 in 13 seconds.
- ☑ Registered with the EPA & certified with the FDA as a medical device
- ☑ Provides continuous disinfection while occupants are in the room
- ☑ Connects to existing electrical infrastructure for installation
- ☑ Long term solution with little to no maintenance or servicing (Set it and forget it dynamic)
- ☑ Serves as the highest level of disinfection technology available on the market today
- ☑ Includes HEPA filters, providing increased indoor air quality
- ☑ HEPA filter change outs required 1-2 times per year

12520 High Bluff Drive Suite 345 | San Diego, CA 92130 | 858.333.4775 | 858.356.9651 fax

[www.absenergy.com](http://www.absenergy.com) | Contractor's License # 1008135

# Immaculight UVC Disinfection Clean Box

## Product Pricing Breakdown

Selected items are highlighted

Description	Per Unit	
	2 x 2 Clean Box	2 x 4 Clean Box
Unit Cost	\$4,455	\$4,955
Install	X	X
Vinyl Panel Cover	X	X
Lights	N/A	N/A
Exhaust Fan	X	X
Additional Filters	N/A	N/A
Service - Annual	N/A	N/A
Service - 5 Year	N/A	N/A
Qty Discount (501 - 1000)	\$(100)	\$(150)
Qty Discount (1,001 +)	\$(200)	\$(300)

**LED Lighting Retrofit – 4 Locations all new interior LED and exterior wall packs @ \$34,750 (See separate room by room)**

**Total Sites**

**Total Units**

**\*Total Cost**

**4**

**70**

**\$369,600**

*\*Total Cost includes products with installation*

12520 High Bluff Drive Suite 345 | San Diego, CA 92130 | 858.333.4775 | 858.356.9651 fax

[www.absenergy.com](http://www.absenergy.com) | Contractor's License # 1008135



# Attachment – C

## Alliance Lighting Audit



## Immaculight Lighting Field Form: West Valley Water

Date: 11-16-2020 Audit by Jerry Gallego

Area Description	WIDTH	LENGTH	HEIGHT	CUBIC FEET	EXISTING FIXTURE COUNT	IMMACULIGHT FIXTURE COUNT	TYPE IMMACULIGHT	ACH	CEILING TYPE	Notes (EXISTING INFO & OTHER RELATED INFORMATION)
Warehouse				0	12		N/A	N/A	Hard Lid	8' - 2L Fixtures
Storage Room	15	15	8	1800	6		N/A	N/A	Hard Lid	Already LED
Office 1	10	10	8	800	2	1	2 x 2	7.5	Hard Lid	Already LED
Office 2	10	10	8	800	2	1	2 x 2	7.5	T-Bar	Already LED
Operations Managers Office	9	10	8	720	2	1	2 x 2	8.333	T-Bar	2x4 Recessed Troffer
Executive Assistant Office	9	10	8	720	2	1	2 x 2	8.333	T-Bar	2x4 Recessed Troffer
Hallway 1	5	80	8	3200	4	2	2 X 4	7.5	T-Bar	2x4 Recessed Troffer
Work Quality Office	9	9	9	729	2	1	2 x 2	8.23	T-Bar	2x4 Recessed Troffer
Restroom 1	4	5	8	160	1		N/A	N/A	Hard Lid	1x4 surface Wrap
Restroom 2	4	5	8	160	1		N/A	N/A	Hard Lid	1x4 surface Wrap
Water Quality/Field Operations	22	18	9	3564	6	2	2 X 4	6.734	T-Bar	2x4 Recessed Troffer
Conference Room 1	10	25	9	2250	3	1	2 X 4	5.333	T-Bar	2x4 Recessed Troffer
Engineering	20	20	9	3600	6	1	2 X 4	3.333	T-Bar	2x4 Recessed Troffer
Engineering Managers Office	13	18	9	2106	4	1	2 x 4	5.698	T-Bar	2x4 Recessed Troffer
Engineering Development	12	8	9	864	2	1	2 x 2	6.944	T-Bar	2x4 Recessed Troffer
Lobby/Reception	12	16	9	1728	2	2	2 x 2	6.944	T-Bar	2x4 Recessed Troffer
Production Supervisor	10	10	9	900	2	1	2 x 2	6.657	T-Bar	2x4 Recessed Troffer
Associate Engineer	10	10	9	900	2	1	2 x 2	6.657	T-Bar	2x4 Recessed Troffer
Kitchen	10	10	9	900	1	1	2 x 2	6.657	T-Bar	2x4 Recessed Troffer
Breakroom	12	18	9	1944	4	1	2 X 4	6.173	T-Bar	2x4 Recessed Troffer
Water Resource Manager	10	10	9	900	1	1	2 x 2	6.657	T-Bar	2x4 Recessed Troffer
Conference Room 2	16	24	10	3840	3	2	2 X 4	6.25	T-Bar	2x4 Recessed Troffer + 8@6" cans &
Hallway 2	6	80	9	4320	8	2	2 X 4	5.556	T-Bar	2x4 Recessed Troffer
Board Security	12	18	9	1944	4	1	2 X 4	6.173	T-Bar	2x4 Recessed Troffer
Restroom 3	8	8	9	576	1		N/A	N/A	T-Bar	2x2 Recessed Troffer
Restroom 4	8	8	9	576	1		N/A	N/A	T-Bar	2x2 Recessed Troffer
Board Room	44	40	13	22880	14	8	2 X 4	4.196	T-Bar	2x4 Recessed Troffer 4L
Lobby 2	7	25	10	1750	4	1	2 x 2	3.429	T-Bar	2x2 Recessed Troffer
Executive Assistant 2	18	13	9	2106	4	1	2 X 4	5.698	T-Bar	2x4 Recessed Troffer
C.F.O.	22	20	9	3960	6	1	2 X 4	3.03	T-Bar	2x4 Recessed Troffer
G.M.	22	20	9	3960	6	1	2 X 4	3.03	T-Bar	2x4 Recessed Troffer
Info Tech	17	8	8	1088	2	1	2 X 2	5.515	T-Bar	2x4 Recessed Troffer
Computer Server Room	8	10	8	640	2	1	2 x 2	9.375	T-Bar	2x4 Recessed Troffer
Business Systems Manager	12	10	8	960	2	1	2 x 2	6.25	T-Bar	2x4 Recessed Troffer
Human Resource Analyst	8	12	9	864	2	1	2 x 2	6.944	T-Bar	2x4 Recessed Troffer
HR Risk Management	17	12	9	1836	6	1	2 X 4	6.536	T-Bar	2x4 Recessed Troffer
HR CFO	8	12	9	864	2	1	2 x 2	6.944	T-Bar	2x4 Recessed Troffer
Customer Service Supervisor	12	12	9	1296	4	1	2 x 2	4.63	T-Bar	2x4 Recessed Troffer
Office	15	15	9	2025	6	1	2 X 4	5.926	T-Bar	2x4 Recessed Troffer
Customer Service Counter - Public	33	7	11	2541		2	2 X 4	9.445	Hard Lid	All LED See pictures. No room to install
Customer Service Counter - Dist.	27	10	10	2700		2	2 X 4	8.889	Hard Lid	6" Recessed Cans
Kitchen/Breakroom 2	9	34	9	2754	10	1	2 X 4	4.357	T-Bar	2x2 Recessed Troffer
Hallway 3	5	80	9	3600	6	2	2 X 4	6.657	T-Bar	2x4 Recessed Troffer
Accounting	28	28	9	7056	18	4	2 X 4	6.803	T-Bar	2x4 Recessed Troffer
Meter Supervisor	10	12	9	1080	2	1	2 x 2	5.556	T-Bar	2x4 Recessed Troffer
Hallway 4	4	16	8	512	2	1	2 x 2	11.179	T-Bar	2x2 Recessed T12 U Lamps
External Affairs	30	10	8	2400	6	1	2 X 4	5	T-Bar	2x4 Recessed Troffer
External Affairs Manager	12	10	8	960	2	1	2 x 2	6.25	T-Bar	2x4 Recessed Troffer
Account Supervisor	12	10	8	960	2	1	2 x 2	6.25	T-Bar	2x4 Recessed Troffer
Filing Room	30	15	8	3600	8	2	2 X 4	6.657	T-Bar	2x4 Recessed Troffer
Payroll	15	8	8	960	5	1	2 x 2	6.25	T-Bar	2x4 Recessed Troffer
<b>FBR Treatment LAB</b>										
Office 1	26	16	8	3328	6	2	2 X 4	7.212	T-Bar	2x4 LED Troffer
treatment center/warehouse					43		N/A	N/A	open	High Bays - 7 of the 43 are exterior

<b>Maintenance Shop</b>										
Office 1	20	20	8	3200	4	2	2 X 4	7.5	Hard Lid	1x4 Recessed LED
Office 2	22	15	8	2640	9	1	2 X 4	4.545	Hard Lid	1x4 Wrap LED
Office 3	8	12	8		4		N/A	N/A	Hard Lid	surface mount 4'-4Lamp t12
Restroom	5	15	8		3		N/A	N/A	Hard Lid	surface mount 4'-2Lamp t12
<b>Roemer Treatment Plant</b>										
3010 Cedar st										
Office	15	25	9	3375	4	1	2 X 4	3.566	Hard	2x4 Troffer Recessed tbar visible for a
Hallway	25	4	8		9		N/A	N/A	Hard	2x2 Troffer recessed tbar visible for
Warehouse					36		N/A	N/A		36 - High Bays
						70				
					46		24			

# Attachment – D

## Alliance Lighting Summary Table



# Lighting Summary Table: West Valley Water District



Site Name	Site Address	Electrical Baseline				Proposed Project			
		Annual Use (kWh)	Max Demand (kW)	Annual Cost (\$)	Blended Rate (\$/kWh)	Replacement Quantity	Energy Savings (kWh)	Cost Savings (\$)	Implementation Cost (\$)
Main Office & FBR	855 W. Baseline Rd, Rilato CA	1,861,302	329	\$193,289	\$0.104	262	51,985	\$5,398	<b>\$34,750</b>

# Detailed Lighting Inventory - West Valley WD

General Information			Existing Fixture Data					Proposed Fixture Data						Proposed Energy Savings						
Line	Measure Type	Space Description	Qty	Control	Fixture Description	Lamp Description	Lamp Type	Fixture Watts	Qty	New Control	Item Number	Description	Lamp Type	Fixture Watts	Burn Hours	Existing Annual kWh	Proposed Annual kWh	Annual Savings kWh	Peak kW Savings	Control Savings kWh/yr
1	Warehouse	Warehouse	12			(2) 60W T8 [8 ft]	T8	120	12		L96T8/840 -24G EB	8' T8 LAMP	LED	48	1931	2,780.6	1112.256	1668.384	0.864	
2	Low-Use (Storage, etc.)	Storage Room	6		ALREADY LED	(3) 12W LED	LED	36			-- No Change --	-- No Change --			257	55.5				
3	Office - Private	Office 1	2		ALREADY LED	(3) 12W LED	LED	36			-- No Change --	-- No Change --			1931	139.0				
4	Office - Private	Office 2	2		ALREADY LED	(3) 12W LED [4 ft]	LED	36			-- No Change --	-- No Change --			1931	139.0				
5	Office - Private	Operations Managers Office	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128	
6	Office - Private	Executive Assistant Office	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128	
7	Hallway / Stairway	Hallway 1	4			(4) 32W T8 [4 ft]	T8	112	4		L48T8/840/12G EB	4' T8 LAMP	LED	48	2575	1,153.6	494.4	659.2	0.256	
8	Office - Private	Work Quality Office	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128	
9	Restroom	Restroom 1	1			(4) 32W T8 [4 ft]	T8	112	1		L48T8/840/12G EB	4' T8 LAMP	LED	48	1802	201.8	86.496	115.328	0.064	
10	Restroom	Restroom 2	1			(4) 32W T8 [4 ft]	T8	112	1		L48T8/840/12G EB	4' T8 LAMP	LED	48	1802	201.8	86.496	115.328	0.064	
11	Office - Private	Water Quality/Field Operations	6			(4) 32W T8 [4 ft]	T8	112	6		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	1,297.6	556.128	741.504	0.384	
12	Conference	Conference Room 1	3			(4) 32W T8 [4 ft]	T8	112	3		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	648.8	278.064	370.752	0.192	
13	Office - Private	Engineering	6			(4) 32W T8 [4 ft]	T8	112	6		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	1,297.6	556.128	741.504	0.384	
14	Office - Private	Engineering Managers Office	4			(4) 32W T8 [4 ft]	T8	112	4		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	865.1	370.752	494.336	0.256	
15	Office - Private	Engineering Development Coordina	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128	
16	Lobby	Lobby/Reception	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	2575	576.8	247.2	329.6	0.128	
17	Office - Private	Production Supervisor	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128	
18	Office - Private	Associate Engineer	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128	
19	Kitchen	Kitchen	1			(4) 32W T8 [4 ft]	T8	112	1		L48T8/840/12G EB	4' T8 LAMP	LED	48	2575	288.4	123.6	164.8	0.064	
20	Break Room	Breakroom	4			(4) 32W T8 [4 ft]	T8	112	4		L48T8/840/12G EB	4' T8 LAMP	LED	48	2317	1,038.0	444.864	593.152	0.256	
21	Office - Private	Water Resource Manager	1			(4) 32W T8 [4 ft]	T8	112	1		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	216.3	92.688	123.584	0.064	
22	Conference	Conference Room 2	3			(4) 32W T8 [4 ft]	T8	112	3		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	648.8	278.064	370.752	0.192	
23	Hallway / Stairway	Hallway 2	8			(4) 32W T8 [4 ft]	T8	112	8		L48T8/840/12G EB	4' T8 LAMP	LED	48	2575	2,307.2	988.8	1318.4	0.512	
24	Office - Private	Board Security	4			(4) 32W T8 [4 ft]	T8	112	4		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	865.1	370.752	494.336	0.256	
25	Restroom	Restroom 3	1			(3) 18W T8 [2 ft]	T8	54	1		L24T8/840/8G EB	2' T8 LAMP	LED	24	1802	97.3	43.248	54.06	0.03	
26	Restroom	Restroom 4	1			(3) 18W T8 [2 ft]	T8	54	1		L24T8/840/8G EB	2' T8 LAMP	LED	24	1802	97.3	43.248	54.06	0.03	
27	Conference	Board Room	14			(4) 32W T8 [4 ft]	T8	112	14		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	3,027.8	1297.632	1730.176	0.896	
28	Lobby	Lobby 2	4			(3) 18W T8 [2 ft]	T8	54	4		L24T8/840/8G EB	2' T8 LAMP	LED	24	2575	556.2	247.2	309	0.12	
29	Office - Private	Executive Assistant 2	4			(4) 32W T8 [4 ft]	T8	112	4		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	865.1	370.752	494.336	0.256	
30	Office - Private	C.F.O.	6			(4) 32W T8 [4 ft]	T8	112	6		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	1,297.6	556.128	741.504	0.384	
31	Office - Private	G.M.	6			(4) 32W T8 [4 ft]	T8	112	6		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	1,297.6	556.128	741.504	0.384	
32	Office - Private	Info Tech	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128	
33	Computer Room	Computer Server Room	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	2317	519.0	222.432	296.576	0.128	
34	Office - Private	Business Systems Manager	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128	
35	Office - Private	Human Resource Analyst	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128	
36	Office - Private	HR Risk Management	6			(4) 32W T8 [4 ft]	T8	112	6		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	1,297.6	556.128	741.504	0.384	
37	Office - Private	HR CFO	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128	
38	Office - Private	Customer Service Supervisor	4			(4) 32W T8 [4 ft]	T8	112	4		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	865.1	370.752	494.336	0.256	
39	Office - Private	Office	6			(4) 32W T8 [4 ft]	T8	112	6		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	1,297.6	556.128	741.504	0.384	
40		Customer Service Counter	4		ALREADY LED	(3) 12W LED	LED	36			-- No Change --	-- No Change --								
41	Break Room	Kitchen/Breakroom 2	10			(4) 32W T8 [4 ft]	T8	112	10		L48T8/840/12G EB	4' T8 LAMP	LED	48	2317	2,595.0	1112.16	1482.88	0.64	
42	Hallway / Stairway	Hallway 3	6			(4) 32W T8 [4 ft]	T8	112	6		L48T8/840/12G EB	4' T8 LAMP	LED	48	2575	1,730.4	741.6	988.8	0.384	
43	Office - Private	Accounting	18			(4) 32W T8 [4 ft]	T8	112	18		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	3,892.9	1668.384	2224.512	1.152	
44	Office - Private	Meter Supervisor	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128	
45	Hallway / Stairway	Hallway 4	2			(2) 40W T12 [U-lamp]	T12	72	2		L48T8U6/840/13P AB	2' T12 u-lamps	LED	26	2575	370.8	133.9	236.9	0.092	

## Detailed Lighting Inventory - West Valley WD (continued)

General Information			Existing Fixture Data					Proposed Fixture Data					Proposed Energy Savings								
Line	Measure Type	Space Description	Qty	Control	Fixture Description	Lamp Description	Lamp Type	Fixture Watts	Qty	New Control	Item Number	Description	Lamp Type	Fixture Watts	Burn Hours	Existing Annual kWh	Proposed Annual kWh	Annual Savings kWh	Peak kW Savings	Control Savings kWh/yr	
46	Office - Private	External Affairs	6			(4) 32W T8 [4 ft]	T8	112	6		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	1,297.6	556.128	741.504	0.384		
47	Office - Private	External Affairs Manager	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128		
48	Office - Private	Account Supervisor	2			(4) 32W T8 [4 ft]	T8	112	2		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	432.5	185.376	247.168	0.128		
49	Low-Use (Storage, etc.)	Filing Room	8			(4) 32W T8 [4 ft]	T8	112	8		L48T8/840/12G EB	4' T8 LAMP	LED	48	257	230.3	98.688	131.584	0.512		
50	Office - Private	Payroll	5			(4) 32W T8 [4 ft]	T8	112	5		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	1,081.4	463.44	617.92	0.32		
51		FBR Treatment LAB																			
52	Office - Private	Office 1	2		ALREADY LED TROFFERS	(3) 12W LED [4 ft]	LED	36			-- No Change --	-- No Change --			1931	139.0					
53	Warehouse	treatment center/warehouse	43		INDUCTION	(1) 150W IND	IND	150			-- No Change --	-- No Change --			1931	12,455.0					
54		Maintenance Shop																			
55	Office - Private	Office 1	4			(4) 32W T8 [4 ft]	T8	112	4		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	865.1	370.752	494.336	0.256		
56	Office - Private	Office 2	9			(4) 32W T8 [4 ft]	T8	112	9		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	1,946.4	834.192	1112.256	0.576		
57	Office - Private	Office 3	4			(4) 40W T12 [4 ft]	T12	144	4		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	1,112.3	370.752	741.504	0.384		
58	Restroom	Restroom	3			(4) 40W T12 [4 ft]	T12	144	3		L48T8/840/12G EB	4' T8 LAMP	LED	48	1802	778.5	259.488	518.976	0.288		
59		Roemer Treatment Plant																			
60		3010 Cedar st					T8														
61	Office - Private	Office	4			(4) 32W T8 [4 ft]	T8	112	4		L48T8/840/12G EB	4' T8 LAMP	LED	48	1931	865.1	370.752	494.336	0.256		
62	Hallway / Stairway	Hallway	9			(4) 32W T8 [4 ft]	T8	112	9		L48T8/840/12G EB	4' T8 LAMP	LED	48	2575	2,595.6	1112.4	1483.2	0.576		
63	Warehouse	Warehouse	36			(1) 150W IND	IND	150			-- No Change --	-- No Change --			1931	10,427.4					
64	Exterior (Dusk-Dawn)	wall packs	34			(1) 150W MH	MH	190	34				LED	28	4140	26,744.4	3941.28	22803.12			
65	Exterior (Dusk-Dawn)	area lights	14			(1) 150W IND	IND	150			-- No Change --	-- No Change --			4140	8,694.0					

### Control Key

M	Manual
AB	Manual, A-B Switching
MD	Manual Dimming Control
C	Ceiling Mounted Occ Sensor
F	Fixture Mounted Occ Sensor
W	Wall Mounted Occ Sensor
AD	Daylighting Control (Photocell/Dimming)
P	Photocell (Exterior)
T	Timeclock (Exterior)
MS	Motion Sensor (Exterior/Bi-Level)

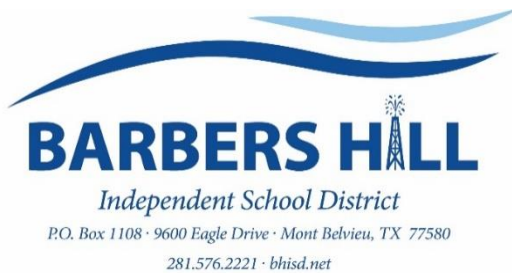
### Lamp Type Key

T12	T12 Linear Fluorescent
T8	T8 Linear Fluorescent
T5	T5 Linear Fluorescent
CFL	Compact Fluorescent
CT	Circular Fluorescent
INC	Incandescent
HPS	High Pressure Sodium
MH	Metal Halide
MV	Mercury Vapor
LPS	Low Pressure Sodium
EXIT	Exit Sign
IND	Induction
LED	Light Emitting Diode

<b>Total Savings =</b>	<b>51,985</b>	<b>14.7</b>
------------------------	---------------	-------------

# Attachment – E

Immaculight Reference Letter



RE: Clean Box & Clean White Anti-Viral & Anti-Microbial Disinfection Lighting

Who would have thought 2020 would leave such a scar in our Country as it has? K-12 schools have had to re-think safety standards to protect both staff and students on top of newly emerging education challenges.

My name is Ricky Shelton and I am the Energy Manager for Barbers Hills Independent School District in Houston Texas. I serve as the vice president of TEMA "Texas Energy Managers Association", an organization created from the State Energy Conservation Office "CECO" in Austin Texas, which is designed to guide schools, and public entities to not only reduce energy consumption but also build safe learning environments.

Barbers Hill ISD introduction to the NEW Immaculight UV CleanBox product a month after the Covid pandemic shut the city of Houston down. I am writing this letter on behalf of a new product line from Illumipure / Calyx for their CleanBox UV Fixture and their CleanWhite LED Light fixture where the company is in Houston Texas.

We have used the CleanWhite Light technology several months back before Covid and have been delighted with the Microbial Disinfection from this product. There is no chemical spraying, or waist of custodial man-hours to do a less than stellar job. We started the installation process in the athletic departments, nurse's stations, and administration offices as an introduction that proved to be very successful. Because of the success, we have two new Intermediate Schools that will be coming on line 2021-2022 with the intentions of installing two units per classroom. I thought bad people with guns was a revelation, nothing compares to the way Covid has changed our educational processes.

School started back mid-August for in school learning, but before students arrived, we put new policies in place. We installed on each desk a three-sided shield, students wear masks between classes, and lunchtime, staff wear masks as normal daily routine, hand sanitizers, and there is nightly cleaning, and disinfecting. The districts original attendance numbers started at 87% in the classroom and 13% online, six weeks later we are at 93% in the classroom. Our staff feels that the Immaculight products play a crucial role in keeping people safe knowing it is disinfecting while class is in session. To date, we have had ZERO cases of the Covid virus.

Not only does the Immaculight Product Line present an immediate answer to the current pandemic our students and faculty face, but we have also future proofed our ceilings in our yearly fight against Influenza. Safe student attendance is our main priority and with this installation we have provided a long-term battle plan that can face the unforeseen future of viruses.

After reviewing several different UV product lines, numerous scrubbers, and filters, we are extremely proud with our choice to move forward with the Immaculight products. Just knowing the district is doing all it can to keep people safe is comforting to the parents, students, and our community within or district. I feel it is my responsibility to not only our community, but to our city, and states to inform other districts in making good decisions when purchasing products that affect people's lives.

Please feel free to reach out to me for any questions you may have before making the decision to protect your schools and spend your local taxpayer dollars.

*Ricky Shelton*

Energy Manager  
Barbers Hill ISD  
832-784-2496

**RESOLUTION NO. 2020-19**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE WEST VALLEY WATER DISTRICT AMENDING SCHEDULES “B”  
STANDING COMMITTEES AND SCHEDULE “C” OUTSIDE MEETINGS OF  
ORDINANCE NO. 86 WITH RESPECT TO COMPENSATION AND POLICIES  
RELATED TO BOARD ACTIVITIES**

**WHEREAS**, the West Valley Water District (“District”) Board of Directors (“Board”) conducted an election of officers for the position of President; and

**WHEREAS**, the need to amend Schedule “B” Standing Committees and Schedule “C” Outside Meetings is necessary; and

**WHEREAS**, Schedule “B” is a list of Standing Committee Meetings of the Board of Directors and the designated Directors for each Committee, attached hereto; and

**WHEREAS**, as Schedule “C” is a list of Outside Meetings of the Board of Directors and the designated Director for each Meeting, attached hereto. Each Outside Meeting listed on Schedule “C” sets forth a primary representative and alternate representative.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:**

**Article 1.** Superseding of Previous Enactments.

All other previous enactments providing for Board of Directors committee appointments have been superseded by this resolution. Schedules “B” & “C” may be amended from time to time by a duly adopted resolution of the Board.

**ADOPTED, SIGNED AND APPROVED THIS 17<sup>th</sup> DAY OF DECEMBER 2020 BY THE FOLLOWING VOTE:**

**AYES: DIRECTORS:  
NOES: DIRECTORS:  
ABSENT: DIRECTORS:  
ABSTAIN: DIRECTORS:**

\_\_\_\_\_  
**Channing Hawkins, President  
Board of Directors of the  
West Valley Water District**

**ATTEST:**

\_\_\_\_\_  
**Peggy Asche, Board Secretary**

**SCHEDULE "B"**  
**STANDING COMMITTEES**

**ORGANIZATIONS**

**DESIGNATED REPRESENTATIVE**

Executive Committee

President  
Vice President

Engineering/Planning Committee

\_\_\_\_\_  
\_\_\_\_\_

External Affairs Committee

\_\_\_\_\_  
\_\_\_\_\_

Finance Committee

\_\_\_\_\_  
\_\_\_\_\_

Human Resources Committee

\_\_\_\_\_  
\_\_\_\_\_

Safety and Technology Committee

\_\_\_\_\_  
\_\_\_\_\_

Policy Review & Oversight Committee

\_\_\_\_\_  
\_\_\_\_\_

*\*First position is the Chairperson*



**SCHEDULE "C"  
OUTSIDE MEETINGS**

<b>ORGANIZATION</b>	<b><u>DESIGNATED REPRESENTATIVE</u></b>	<b><u>ALTERNATE</u></b>
ACWA/JPIA	_____	_____
	_____	_____
Bloomington Municipal Advisory Committee (MAC)	_____	_____
	_____	_____
San Bernardino Valley Municipal Water District	_____	_____
	_____	_____
Rialto Basin Groundwater Council	_____	_____
	_____	_____

**ORDINANCE NO. 86**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE WEST VALLEY WATER DISTRICT AMENDING ORDINANCE NO. 85  
WITH RESPECT TO COMPENSATION AND POLICIES RELATED TO BOARD  
ACTIVITIES**

**Whereas, Section 20202** of Division 10 of the California Water Code states that compensation to be received by members of the governing board of a water district may be increased each calendar year in an amount equal to 5 percent following the operative date of the last adjustment;

**Whereas,** the governing board of the West Valley Water District (“District”) increased its compensation pursuant to Water Code Section 20200 et seq. on October 1, 2016; and

**Whereas,** the District held a duly noticed Public Hearing concerning the increase of compensation to One Hundred Sixty-One Dollars and Seventy Cents (\$161.70) on August 2, 2018; and

**Whereas,** the increase in compensation to the governing board of the District shall increase automatically by 5 percent each calendar year on October 15<sup>th</sup> of each year.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** Superseding the Previous Enactments.

Ordinance No. 85 and all other previously enacted ordinances providing for Board of Directors compensation are hereby superseded by this Ordinance.

**ARTICLE 100. MEETINGS**

**101. REGULAR BOARD MEETINGS.** The regular meeting of the Board of Directors of West Valley Water District (“Board of Directors”) shall be held at 6:00 p.m. on the first and third Thursday of each month. Business shall be conducted in accordance with Division 12 of the Water Code of the State of California and Section 54954 of the Government Code of the State of California and all other codes pertaining thereto, as well as any proceedings adopted by the Board of Directors not inconsistent therewith.

**102. SPECIAL BOARD MEETINGS.** Special meetings of the Board of Directors may be called in accordance with Government Code Section 54956 of the State of California.

**103. EMERGENCY MEETINGS.** Emergency meetings of the Board of Directors may be called in accordance with Government Code Section 54956.5 of the State of California.

**104. COMMITTEE MEETINGS.** To assist the Board of Directors in its deliberations for establishing policies of West Valley Water District (“District”), it is deemed beneficial to have standing committees or ad hoc committees of the Board of Directors made up of not more than two (2) members of the Board of Directors, who shall develop recommendations to be considered by the Board of Directors for establishing policy by working independently or with staff. The

committee chairperson shall be appointed by the President of the Board with the consent of the full Board of Directors.

**105. OUTSIDE MEETINGS.** Members of the Board of Directors (singularly, "Director" and collectively, "Directors") may attend outside meetings to educate and inform such Directors regarding issues affecting the District and the water industry and to make others aware of the activities concerning the District. Periodically the Board President and/or the Board of Directors may ask a Director to represent the District at an outside meeting or perform another duty for the District. For purposes of this Ordinance, the term "Outside Meeting(s)" shall mean any meeting, activity, conference, seminar, workshop, facility tour and other like or similar events, including webinars and conference calls, except for the meetings listed in Sections 101 through 104. Except as provided in Section 106, a Director may attend any Outside Meeting. However, the District shall compensate a Director for only those Outside Meetings approved in Section 203.

**106. PRESIDENT OF THE BOARD.** It is in the best interests of the District for the President of the Board of Directors to periodically meet with District staff and represent the District at Outside Meetings with other elected officials of other public agencies, as well as other functions pertaining to the District or the water industry. The President is authorized to attend all Outside Meetings pertaining to the water industry that is in the good faith belief of the President of the Board of Directors to be in the best interests or of benefit to the District.

#### **ARTICLE 200. DIRECTOR COMPENSATION**

Each Director shall be compensated for attending District related meetings and functions as follows:

**201. BOARD MEETINGS.** Each Director shall receive One Hundred Sixty-Nine Dollars and Seventy Nine Cents (\$169.79) for attending a regular board meeting of the Board of Directors, a special board meeting of the Board of Directors, an emergency meeting of the Board of Directors or an adjourned regular, emergency or special meeting of the Board of Directors. Compensation shall be increased 5% every year on October 15th.

**202. COMMITTEE MEETINGS.** In the event a committee is established pursuant to Section 104, each Director appointed to such committee ("Committee Member") shall receive One Hundred Sixty-Nine Dollars and Seventy Nine Cents (\$169.79) for attending a meeting. For purposes of this Ordinance, "travel time" is computed to and from the Director's main residence or place of employment, whichever is applicable for attendance at any District function.

**203. OUTSIDE MEETINGS.** Directors shall be compensated for Outside Meetings as follows:

- (a) Attached hereto as Schedule "A" is a list of Outside Meetings any Director may attend. If a Director attends an Outside Meeting listed on Schedule "A" such Director shall be compensated in accordance with subsection (d) below.
- (b) Attached hereto as Schedule "B" is a list of Standing Committee Meetings of

the Board of Directors and the designated Directors for each Committee. Attached hereto as Schedule "C" is a list of Outside Meetings of the Board of Directors and the designated Director for each Meeting. Each Outside Meeting listed on Schedule "C" sets forth a primary representative and alternate representative.

- (c) Except as set forth in Section 204, Directors shall not represent the Board of Directors at any functions of organizations not listed on Schedule "A", "B" without the prior approval of the Board.
- (d) In the event a Director attends an Outside Meeting pursuant to subsections (a), (b), or (c), above, the Director shall receive: One Hundred Sixty-Nine Dollars and Seventy Nine Cents (\$169.79) and in addition to the foregoing, to accommodate a reasonable travel time to and from authorized Outside Meetings, a Director may be compensated for up to one (1) day of travel, the day before all Meetings are to occur and up to one (1) day after the Meeting is concluded, provided that the Meeting is greater than seventy-five (75) miles from the District's headquarters.
- (e) If a Director wishes to attend an Outside Meeting or Conference not listed on Schedule "A", "B", or "C" or covered under Section 204 (f); the Director must receive prior approval from the full Board. The Director shall provide details of the meeting including the dates, agenda, estimated costs, and how attendance will benefit the District to the General Manager who will place the request on the next regular meeting agenda as a business item for consideration.
- (f) A Director shall be able to attend meetings with staff, consultants, elected officials from other Districts, or local community events or function and claim it as an "Outside Meeting" as long as they work with Board Secretary on providing an agenda and topic of discussion or flyer for transparency documentation.

**204.** Board of Directors will be reimbursed for any expenses incurred during the course of conducting District business with other elected officials, District employees and consultants.

**205. COMPENSATION LIMITATIONS.** Section 20202 of Division 10 of the California Water Code states:

"In any ordinance adopted pursuant to this chapter to increase the amount of compensation which may be received by members of the governing board of a water district above the amount of one hundred dollars (\$100.00) per day, the increase may not exceed an amount equal to 5 percent, for each calendar year following the operative date of the last adjustment, of the compensation which is received when the ordinance is adopted.

No ordinance adopted pursuant to this chapter shall authorize compensation for more than a total of ten (10) days in any calendar month." There shall be no compensation for attending meetings or performing other duties for the District on the same day as Board of Directors meetings.

The compensation to the governing board of the West Valley Water District shall automatically increase by 5 percent each calendar year on October 15th.

The Board of Directors assigns the Board President or his designee to monitor, review, deny or recommend approval to the Board of Directors, all compensation requests by Directors according to the following criteria:

- (a) Each Director may be compensated for attending meetings, as defined in Sections 201 to Section 204 and Schedule "A", Schedule "B" and Schedule "C" and other meetings approved by the Board of Directors.
- (b) In addition to (a), each Director may incur or be reimbursed for travel expenses as defined in Article 300, Sections 301 and 302, up to but not in excess of actual expenses per fiscal year.

**206. ETHICS TRAINING.** Pursuant to Government Code Sections 53234, et al, of the State of California each Director shall attend at least two (2) hours of ethics training every two (2) years at the expense of the District. Such ethics training must be approved or authorized by the California Attorney General's Office and the Fair Political Practices Commission. Written proof of such ethics training must be filed by each Director with the District and the District shall retain records of such ethics training for at least five (5) years after the Director receives such training.

**207. ETHICS POLICY.** Each January, following a regular election cycle, the Board of Directors will approve an Ethics Policy presented by the Human Resources Department. The policy will support the issues covered by the ethics training required in Section 206, as well as any other issues specific to the District.

**208. OTHER TRAINING.** Each January following an election year, Directors are required to attend Sexual Harassment Training approved and/or administered by the Human Resources Department.

## **ARTICLE 300. EXPENSES**

### **AUTHORIZATION**

- (a) Directors are authorized to incur expenses arising out of and in connection with the meetings set forth in Sections 201, 202, 203 (a) and 203 (b) and Outside Meetings approved pursuant to Section 203 (c), with the approval of the Board of Directors:
- (b) Board of Directors will communicate their interest in attending an event to the Board Secretary to be added to the "Master Calendar of Events," which lists a description of the event, date, location, and Board member(s) who will attend.
- (c) After attending a District event, Board members are required to submit an Expense Report. Each Board Member shall report on meetings attended at the

District's expense.

- (d) Board members will be reimbursed for any expenses incurred during the course of conducting District business with other elected officials, District employees and consultants.
- (e) The District shall reimburse each Director for expenses while conducting District business as outlined below.
- (f) Each Directors shall be responsible for turning in appropriate District related Expenses for the month, including receipts or other documentation, to the Board Secretary's office by the last business day of the month. It is to each Director's benefit, as well as that of the District, that all itemized expenses be turned in to the Board Secretary's office in a timely manner for proper accounting.

**301. LODGING, MEALS, AND OTHER EXPENSES.** The District shall reimburse each Director for itemized expenses while conducting District business, including, but not limited to, payment of registration fees for conferences, workshops, seminars, lodging, meals, and other related expenses while attending or traveling to/from District related functions.

The following restrictions shall apply to District paid expenses:

- (a) District paid air travel shall be by coach class at the most economical fare available based on the itinerary of the Director. A Director may elect to voluntarily stay longer than necessary to discharge his or her duties as long as there is no additional expense to the District.
- (b) In the event a Director is required to rent a vehicle to attend an authorized Outside Meeting, the District shall reimburse the Director for the cost of such rental vehicle, provided that the cost shall not exceed the cost of a mid-sized vehicle, regularly charged by such rental company for same day rentals. Any contractual agreements between the District and car rental agencies shall be considered first for booking of rental vehicles.
- (c) The following are not reimbursable expenses: political contributions, alcoholic beverages, tips greater than eighteen (18) percent, parking or traffic violation fines, laundry services, child care, and entertainment expenses such as tickets to sporting events or theaters, in-room movies and access to Wi-Fi for personal use, and first class airfare travel.
- (d) Whenever appropriate, lodging and meals will be prepaid by the District or paid for by District staff. When making prepayment of reservations for travel, meals, lodging or other related expenses, it may be beneficial to the District to include payment for spouses. Each Director shall reimburse the District for any prepayment of costs for his/her spouse except as otherwise set forth in this Ordinance. Directors shall clearly identify expenses for his/her spouse except as otherwise set forth in this Ordinance. Directors shall clearly identify expenses for his/her spouse, or may choose to pay for expenses for his/her spouse on a separate ticket or sales slip at the time of purchase.

**302. MILEAGE.** Whenever a Director uses his/her personal vehicle for transportation on District business or to/from District related functions, the District shall reimburse the Director the same rate per mile as approved by the Internal Revenue Service at the time the mileage is incurred. No mileage reimbursement shall be made for attending Board of Directors meetings held at the District headquarters.

**303. INSURANCE.** In California, automobile insurance coverage follows the vehicle. Therefore, when a Director attends functions on behalf of the District in his/her personal vehicle, the Director's insurance is primary.

**304. MONTHLY SUBMITTAL OF EXPENSE REPORTS - PAYMENT REQUESTS.** For receiving compensation for attendance at or participating at appropriate meetings, a Board member shall submit to the District Board Secretary a payment request in the form of an expense report for the calendar month, at which time the Board will consider approval, including the President. A report of all expenses, including but not limited to, compensation requested pursuant to Article 300, to the Board Secretary no later than the last business day of each month. Each submittal shall be signed by the Director. Adequate documentation of actual costs shall include an identification of the official duty, a detailed receipt from the vendor listing the items purchased, and proof that the expense was paid by the Director such as the credit card receipt or cancelled check.

#### ARTICLE 400. BENEFITS

**401. HEALTH PLAN.** All Directors are eligible to participate in the District's group health plan, along with their spouses and dependent children (as that term is defined in Government Code Section 53205.1 of the California Government Code, "Dependent Children"). If a Director chooses not to participate in the health plan he/she must notify the General Manager in writing of his or her election not to participate.

- (a) The District's health plan is administered by the Association of California Water Agencies.
- (b) The District shall pay one hundred percent (100%) of the premium for the Director, spouse and Dependent Children.

**402. BENEFITS AFTER RETIREMENT OR DEATH.** A retired Director and spouse, or the spouse of a deceased Director or retiree may continue his/her medical, dental, life and vision insurance at the District's expense on the basis of the following:

The Director is a minimum of fifty (50) years of age with a minimum of twelve (12) years of total service and was elected prior to January 1, 1995. If the spouse of a deceased Director, or retiree, remarries and becomes eligible for health benefits under his/her spouse's health plan, all District benefits shall be terminated.

**403. VISION CARE PLAN.** Coverage is mandatory for all Directors, their spouse and Dependent Children.

- (a) The Vision Service Plan is administered by the Association of California

Water Agencies.

- (b) The District shall pay one hundred percent (100%) of the premium including Director, spouse and Dependent Children.

**404. DENTAL PLAN.** Coverage is mandatory for all Directors, their spouse and Dependent Children.

- (a) The Delta Dental Plan is administered by the Association of California Water Agencies.
- (b) The District shall pay one hundred percent (100%) of the premium for the Director, spouse, and Dependent Children.

**405. RETIREMENT PLAN.** Only the Directors elected or appointed prior to July 1, 1994 are eligible to participate in the District's retirement plan.

- (a) The retirement plan is administered by the California Public Employees Retirement System.
- (b) The District shall pay all costs, which include the District's and the eligible Director's share.

**406. LIFE AND DISABILITY PLANS.** All Directors are eligible to participate in the District's standard dependent life insurance, standard insurance long term disability plan and employee assistance program (collectively, "Life and Disability Plans"), along with their spouses and dependent children. If a Director chooses not to participate in the District's Life and Disability Plans he/she must notify the General Manager in writing of his or her election not to participate. Unless a Director chooses not to participate in the District's Life and Disability Plans, the District shall pay 100% of the premium for such Life and Disability Plans for the Director, his/her spouse and his/her dependent children.

**407. LONG TERM CARE.** Coverage is mandatory for all Directors, their spouse and Dependent Children.

- (a) The Long Term Care Plan, administered by the CalPERS Long Term Care (LTC) program, is recommended.
- (b) The District shall pay one hundred percent (100%) of the premium for the District, spouse, and Dependent Children.

### **Section 2. Amendment of Schedules**

Schedules "A", "B" & "C" may be amended from time to time by a duly adopted resolution of the Board.

### **Section 3. Publication**



District Board Secretary shall certify to adoption of this Ordinance and cause it, or summary of it, to be published once within fourteen (14) days of adoption and once within seven (7) days of adoption by newspaper of general circulation, printed and published within the West Valley Water District service area, and shall post a copy of this Ordinance, including the vote, for and against the same, in the office of the Board Secretary in accordance with California Water Code Section 20200 *et seq.*

**Section 4. Effective Date**

This Ordinance shall become effective sixty (60) days from its adoption and Board committee assignments on the adopted schedules shall begin, January 4, 2021.

**ADOPTED, SIGNED AND APPROVED THIS 5<sup>TH</sup> DAY OF NOVEMBER, 2020.**

Channing Hawkins, Kyle Crowther, Greg Young,

**AYES: DIRECTORS:** Michael Taylor, Clifford Young

**NOES: DIRECTORS:** None

**ABSENT: DIRECTORS** None

**ABSTAIN: DIRECTORS** None



Channing Hawkins  
President of the Board of Directors  
West Valley Water District

**ATTEST:**



Peggy Asche  
Board Secretary

**SCHEDULE "A"  
OUTSIDE MEETINGS**

**ORGANIZATION**

**DESIGNATED  
REPRESENTATIVE**

ACWA Fall Conference	Any Board Member
ACWA Washington, D.C. Conference	Any Board Member
ACWA Spring Conference	Any Board Member
Member ACWA Legislative Symposium and Day at the Capitol	Any Board Member
Member Association of San Bernardino County Special Districts	Any Board Member
Board Member California Special Districts Association	Any Board Member
California Special Districts Association Legislative Days	Any Board Member
Water Education Foundation Tours	Any Board Member

*\*Expenses for conferences listed above are allocated to the Administration Department Conference Budget.*

**SCHEDULE "B"**  
**STANDING COMMITTEES**

**ORGANIZATIONS**

**DESIGNATED  
REPRESENTATIVE**

Executive Committee

Dr. Clifford O. Young, Sr.  
Gregory Young

Engineering/Planning Committee

Gregory Young  
Kyle Crowther

External Affairs Committee

Dr. Clifford O. Young, Sr.  
Gregory Young

Finance Committee

Dr. Clifford O. Young, Sr.  
Dr. Michael Taylor

Human Resources Committee

Kyle Crowther  
Dr. Michael Taylor

Safety and Technology Committee

Dr. Michael Taylor  
Kyle Crowther

Policy Review & Oversight Committee

**SCHEDULE "C"**  
**OUTSIDE MEETINGS**

ACWA/JPIA	Dr. Clifford O. Young, Sr.	Clarence Mansell
Bloomington Municipal Advisory Committee (MAC)	Gregory Young	Kyle Crowther
San Bernardino Valley Municipal Water District	Dr. Clifford O. Young, Sr.	
Western Coalition of Arid States	Dr. Clifford O. Young, Sr.	Gregory Young



# **West Valley Water District**

---

## ***BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL***

---

Version *1.0*

*8/29/2020*

# VERSION HISTORY

Version #	Revision Date	Approved By	Approval Date	Reason
1.0		<i>Greg Young                      Kyle Crowther                      Clifford Young                      Michael Taylor                      Channing Hawkins</i>	<10/20/2020>	<i>Original adoption</i>

# TABLE OF CONTENTS

- 1 INTRODUCTION..... 4**
  - 1.1 Purpose Of Board Of Directors Policies And Procedures Manual ..... 4
- 2 DISTRICT MISSION AND VISION..... 4**
  - 2.1 Mission Statement..... 4
  - 2.2 Vision Statement ..... 4
- 3 AUTHORITY ..... 4**
- 4 BROWN ACT COMPLIANCE: OPEN MEETING REQUIREMENTS..... 5**
  - 4.1 Ralph M. Brown Act ..... 5
  - 4.2 Compliance with Brown Act..... 5
  - 4.3 Committees..... 5
- 5 CONFLICT OF INTEREST ..... 5**
  - 5.1 Conflict Of Interest: Overview..... 5
  - 5.2 Disclosure Of Economic Interest ..... 6
- 6 BOARD ACTIONS AND DECISIONS ..... 6**
  - 6.1 A Quorum..... 6
  - 6.2 Direction..... 7
- 7 TYPES OF BOARD MEETINGS..... 7**
  - 7.1 Regular Meetings ..... 7
  - 7.2 Special Meetings..... 7
  - 7.3 Emergency Meetings..... 8
  - 7.4 Annual Organizational Meeting ..... 8
- 8 BOARD MEETING AGENDA ..... 8**
  - 8.1 Regular Meetings ..... 8
  - 8.2 Agenda Posting..... 8
  - 8.3 Agenda Packet..... 8
  - 8.4 Public Request For Additions To The Agenda..... 9
- 9 BOARD MEETING CONDUCT ..... 9**
  - 9.1 Attendance At Meetings ..... 9
  - 9.2 Agenda Timing ..... 10
  - 9.3 Rules Of Order ..... 10
  - 9.4 Closed Sessions ..... 10
  - 9.5 Adjourned Meetings ..... 10
  - 9.6 Decorum ..... 10
  - 9.7 Disruption Of Meetings..... 11
- 10 MINUTES OF BOARD MEETINGS ..... 11**
- 11 COMMITTEES OF THE BOARD RULES AND CONDUCT..... 12**
  - 11.1 Purpose And Scope ..... 12



11.2 Ad-Hoc Committee ..... 12

**12 DUTIES OF THE BOARD PRESIDENT AND VICE PRESIDENT ..... 13**

12.1 Presiding Officer..... 13

12.2 Duties Regarding Meetings..... 13

12.3 Responsibilities ..... 14

12.4 Executive Committee ..... 14

**13 DIRECTOR EDUCATION AND CONFERENCES ..... 15**

13.1 Overview ..... 15

**14 BOARD MEMBERS RIGHTS AND PRIVILEGES..... 15**

14.1 Rights and Priviledges..... 15

**15 CODE OF ETHICS..... 16**

15.1 Overview ..... 16

15.2 Ethics Training ..... 17

15.3 Prevention Of Sexual Harassment ..... 18

15.4 Non-Discrimination ..... 18

15.5 Reasonable Accommodation-Americans With Disabilities Act ..... 18

**16 LEGAL COUNSEL..... 18**

16.1 General Duties ..... 18

16.2 Special Legal Counsel ..... 19

16.3 Legal Counsel Reporting And Advice..... 19

**17 STATEMENT OF POLICY SUPREMACY ..... 20**

## 1 INTRODUCTION

### 1.1 PURPOSE OF BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL

The purpose of this Board of Directors Policies and Procedures Manual is to describe the policies and procedures approved by the Board of Directors to be used in the conduct of Board business. The intent of these procedures is to:

- Provide for the fair and efficient consideration of board decisions;
- Provide for the protection of board members rights and privileges;
- To ensure that the public is informed of the matters coming before the Board;
- To ensure that the public has an opportunity to witness and comment upon the deliberations of the Board; and
- To encourage proper public involvement in the Board's decision making.

Each Director, upon assuming office, shall be given a copy of this Board Procedures Manual, and shall be asked to comply with the policies and procedures in this Board of Directors Policies and Procedures Manual.

## 2 DISTRICT MISSION AND VISION

### 2.1 MISSION STATEMENT

The West Valley Water District Board of Directors has adopted the following mission statement:

*West Valley Water District provides our customers with safe, high quality and reliable water service at a reasonable rate and in a sustainable manner.*

### 2.2 VISION STATEMENT

The West Valley Water District Board of Directors has adopted the following vision statement:

*West Valley Water District will continue to be a national model in the water industry for innovation, fiscal responsibility, sound conservation practices, and a relentless commitment to our employees and the communities we serve.*

## 3 AUTHORITY

The Board of Directors is the governing body of the District. The District operates under authority of Division 12 of the California Water Code for County Water District. The District is governed by an elected Board of Directors who has authority to manage and conduct the business and affairs of the District, including the authority to fix terms and conditions of employment (including compensation) of District employees.

Apart from his/her normal function as a member of the Board, a Director have no individual authority. As single individuals, Directors may not commit the District to any policy, act, or expenditure.

## **4 BROWN ACT COMPLIANCE: OPEN MEETING REQUIREMENTS**

### **4.1 RALPH M. BROWN ACT**

The Legislature adopted the Brown Act, commonly referred to as California's "Open Meetings Laws" in 1964. The Brown Act is contained in Government Code § 54950.5 et seq. The Brown Act is broadly construed, and compliance is constitutionally mandated.

The Ralph M. Brown Act provides for three different types of meetings; Regular, Special and Emergency. Accordingly, the District shall satisfy the appropriate notice requirement for each type of meeting and indicate the type of meeting on the notice.

### **4.2 COMPLIANCE WITH BROWN ACT**

All meetings of the Board of Directors shall comply with the Brown Act.

- a. A member of the Board includes newly elected and appointed officials prior to assuming office.
- b. All Board meetings shall be open and freely accessible to the public, including those with disabilities.
- c. Meetings through the use of intermediaries, serial communications, or emails are prohibited.
- d. The Board shall only take action during a properly noticed meeting.

### **4.3 COMMITTEES**

Standing Committees created by formal action of the Board shall comply with the Brown Act. Ad-Hoc committees do not need to conform to Brown Act noticing protocols.

## **5 CONFLICT OF INTEREST**

### **5.1 CONFLICT OF INTEREST: OVERVIEW**

Pursuant to provision of California Government Code § 81,000 et. seq., commonly known as the Political Reform Act, the District shall adopt and maintain a Conflict of Interest Code. The Conflict of Interest Code and any amendments thereto shall be adopted by resolution of the Board of Directors.

California Government Code § 87100 states as follows: "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a government decision in which he knows or has reason to know he has a financial interest."

California Government Code § 87101, § 87103 and § 87103.5 provides explicit language explaining the nature of a "conflict of interest" and disclosure relating to Board responsibilities. Directors are required to be in compliance with all District, State and Federal requirements of the Conflict of Interest Codes".

The Board of Directors shall review the adopted Conflict of Interest Code on a biennial basis. At the Board of Directors meeting in September of each even-numbered year, or when practicable, the Board of Directors shall review its Conflict of Interest Code and, if amendments are needed, shall instruct the District Board Secretary to submit amendments to the relevant authority in accordance with applicable deadlines. If no amendments are needed, the Board of Directors shall

submit a written statement saying that its Conflict of Interest Code is still accurate.

## 5.2 DISCLOSURE OF ECONOMIC INTEREST

- a. Directors who have a financial interest in a decision within the meaning of California Government Code § 87100 et seq. shall publicly identify in detail the economic interest that creates the conflict, recuse themselves from discussing and voting on the matter and leave the room until after the discussion, vote, and any other disposition of the matter is concluded.
- b. Identification shall occur following the announcement of the agenda item to be discussed or voted upon, but prior to commencement of either the discussion or vote.
- c. If the agenda item is to take place during a closed session, identification of the economic interest shall be made during the public meeting prior to the closed session but is limited to a declaration that the Director has a conflict of interest. The economic interest that is the basis for the conflict need not be disclosed.
- d. Directors are not required to leave the room for an agenda item on the consent calendar provided that the Director recuses him/herself and publicly discloses the economic interest as described above.
- e. Notwithstanding this section, when the conflict is a personal interest as defined by applicable Fair Political Practices Commission regulations, a director may speak as a member of the general public during the time that the general public speaks on the issue, provided the Director has complied with the provision of this section regarding identification of the conflict, recuses his/herself from voting on the matter and, leaves the Board conference table to speak from the same area as the members of the general public. Directors disqualified pursuant to this section shall not be counted toward achieving a quorum while the item is being discussed.

## 6 BOARD ACTIONS AND DECISIONS

### 6.1 A QUORUM

Action can only be taken by the three-vote majority of the five-member Board of Directors representing a quorum for the conduct of business.

Until a quorum is present, there can be no meeting of the Board of Directors. The presence of a minimum of three Board members is required to constitute a quorum of the five-member Board of Directors. No ordinance, resolution or motion shall be passed by the Board of Directors without a majority vote of the Board. County Water District Boards cannot pass anything without at least 3 votes in favor. So, if the quorum is three people, then all have to agree to pass anything. "No ordinance, resolution, or motion shall be passed or become without the affirmative votes of at least a majority of the members of the board" Cal. Water Code §30525. A member abstaining in a vote is considered as absent for that vote. A member abstaining due to a conflict of interest does not count towards a quorum.

- Example. If three of five Directors are present at a meeting, a quorum exists and business can be conducted unless the abstention is due to a conflict of interest. However, if one Director abstains on a particular action and the other two cast "aye" votes, no action is taken because a "majority of the Board" did not vote in favor of the action.

**BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL**

- Example. If an action is proposed requiring a two-thirds vote and two Directors abstain, the proposed action cannot be approved because four of the five Directors would have to vote in favor of the action.
- Example. If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, three Directors must vote in favor of the appointment for it to be approved. If two of the four Directors present abstain, the appointment is not approved.

**6.2 DIRECTION**

The Board may give directions that are not formal action. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the General Manager.

- a. The President shall determine, by consensus, a Board directive and shall state it for clarification. Should any two Directors challenge the statement of the President, a voice vote may be requested.
- b. A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).
- c. Informal action by the Board is still Board action and shall only occur regarding matters that appear on the agenda for the Board meeting during which said informal action is taken.
- d. Nothing in this policy prevents the Board from providing direction to the General Manager in response to public comments or under Board member or General Manager comments, as allowed under the Brown Act. No vote or action shall be taken.

**7 TYPES OF BOARD MEETINGS****7.1 REGULAR MEETINGS**

Regular meetings of the Board of Directors shall be held on the first and third Thursday of each calendar month at 6:00pm in the District Board Room located at 855 W Baseline Rd, Rialto, CA 92376. The date, time and place of regular Board meetings may be reconsidered at such other time as the Board may determine due to a change in District needs and circumstances.

**7.2 SPECIAL MEETINGS**

Special meetings of the Board of Directors may be called by the Board President or by a majority of the Board.

- a. All Directors shall be notified of the special Board meeting and the purpose or purposes for which it is called. Notice of the meeting shall be in writing, received by them at least 24 hours prior to the meeting.
- b. An agenda shall be prepared and posted at least 24 hours before the meeting, as specified in Brown Act and shall be delivered with the notice of the special meeting to the Board of Directors.
- c. Notice of the meeting shall be posted at the District and on the District website in accordance to the requirements of the Brown Act.
- d. Only those items of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

### 7.3 EMERGENCY MEETINGS

In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the 24-hour notice requirement. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the Board.

- a. When possible, notice shall be provided to the media outlets by telephone at least one hour before the meeting.
- b. Actions taken during an emergency meeting shall be by roll call vote.
- c. The Board may meet in closed session if agreed to by a two-thirds vote of the members present, or if less than two thirds present, by unanimous vote.
- d. Following an emergency meeting, the minutes of the meeting, a list of persons notified or attempted to be notified of the meeting, and actions taken must be posted for ten days in the District office.

### 7.4 ANNUAL ORGANIZATIONAL MEETING

The Board of Directors shall hold an annual election at its first regular meeting in December. At this meeting the Board will elect a President and Vice President from among its members to serve during the coming calendar year.

## 8 BOARD MEETING AGENDA

### 8.1 REGULAR MEETINGS

The General Manager, in cooperation with the Board President, shall prepare an agenda for each regular and special meeting of the Board of Directors in accordance with the Brown Act. Any Director may contact the General Manager, Board President, or Board Secretary to request an item to be placed on the agenda. Board member items should be timely and be submitted prior to 5:00 PM on Tuesday, the week before the next board meeting.

### 8.2 AGENDA POSTING

Agendas for regular meetings shall be posted 72 hours in advance of the meeting and agendas for special meetings shall be posted 24 hours in advance of the meeting. The posting must occur in a place that is freely accessible to the public and on the District's website. The agenda shall also be accessible in an open location by that date.

Posting of the agenda for all regular meetings of the Board of Directors, as defined within the meaning of the Ralph M. Brown Act, shall be in compliance with California Government Code § 54954.2. Posting of the agenda for all special meetings of the Board of Directors and/or other "legislative bodies", as defined within the meaning of the Ralph M. Brown Act, shall be in compliance with California Government Code § 54956. Posting of the agendas for all "emergency meetings" of the Board of Directors, as defined within the meaning of the Ralph M. Brown Act shall be in compliance with California Government Code § 54956.5(b).

### 8.3 AGENDA PACKET

When distributing agenda packet and other materials to members of the Board of Directors, those materials should be provided to all members at the same time.

A copy of the agenda for each regular meeting of the Board of Directors shall be

**BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL**

provided to each Board member no later than the Friday of the week prior to of each regular meeting, together with copies of all applicable supporting documentation; minutes to be approved; staff reports; and other available documents pertinent to the meeting. Directors shall review agenda materials before each meeting. Individual Directors may confer directly with the General Manager to request additional information on the agenda items before or at the meeting.

**8.4 PUBLIC REQUEST FOR ADDITIONS TO THE AGENDA**

Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

- a. The request must be in writing and be submitted to the General Manager [or other responsible managing employee] together with supporting documents and information, if any, at least seven business days prior to the date of the meeting.
- b. The General Manager shall be the sole judge of whether the public request is or is not a "matter directly related to District business."
- c. The General Manager shall determine the timing of when the item will be placed on the agenda.
- d. The public member requesting the agenda item may appeal the General Manager's decision at the next regular meeting of the Board of Directors. Any Director may request that the item be placed on the agenda of the Board's next regular meeting.
- e. No matter, which is legally a proper matter for consideration by the Board in closed session, will be added to an Open Session agenda under this policy.
- f. The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting and may limit the time allowed for any one person to speak on the issue at the meeting.

**9 BOARD MEETING CONDUCT****9.1 ATTENDANCE AT MEETINGS**

Members of the Board of Directors are expected to attend, all regular and special meetings of the Board unless there is good cause for absence. Good governance requires Board Members to be present and engaged, however circumstance sometimes arise that may prevent a Board Member from being present for a meeting.

Good cause for absence, including late arrivals or early departures, includes temporary illness, family illnesses, being outside the County or State, or other unavoidable circumstances of which the President of the Board is notified prior to the meeting. Good cause also includes Board authorized meeting absences such as attendance at a conference directly related to the functions and interests of the District or at the meeting of another public agency in order to participate in an official capacity.

A Board Member who will be absent for good cause shall notify the General Manager or Board Secretary prior to the meeting who shall then notify the President of the impending absence. Board members shall make every effort to relay absences as far in advance as possible. The President must excuse all absences

for Board members who communicate their absence prior to the board meeting.

## **9.2 AGENDA TIMING**

All Board meetings shall commence at the time stated on the agenda and shall be guided by same. The placement of an item on the agenda shall not be deemed a requirement that the items proceed in any particular order. The Board President, with concurrence of a majority of the Board, may alter the order in which agenda items shall be considered for discussion and/or action by the Board.

## **9.3 RULES OF ORDER**

The Board of Director's for West Valley Water District have adopted Rosenberg's Rules of Order to govern the conduct the business of the Board. A simplified handout regarding Rosenberg's Rules of Order are provided to each Board member on the dais.

## **9.4 CLOSED SESSIONS**

The Board of Directors' meeting shall be open to the public, except when the Board is convened in Closed Session, as authorized under provisions of the Ralph M. Brown Act (California Government Code § 54950 et seq.).

The Board may conduct a closed session during a noticed meeting for certain matters, as identified on the agenda, where it is necessary to conduct business in private. Major reasons for permissible closed sessions, as authorized by the Brown Act, include real property transactions, labor negotiations, and pending/anticipated litigation. Except as required by law, all proceedings in Closed Sessions shall remain confidential.

## **9.5 ADJOURNED MEETINGS**

A majority vote of the quorum of the Board of Directors may adjourn any Board meeting at any place in the agenda to a time and place specified in the order of adjournment, except that if no quorum is present or no Directors are present at any regular or adjourned regular meeting, the Board president or General Manager may declare the meeting adjourned to a stated time and place. Notice of the adjourned meeting shall be posted on or near the door of the meeting within 24 hours after the adjournment and the adjourned meeting shall be noticed in the same manner as a special meeting.

## **9.6 DECORUM**

The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. The President may eject any person or persons making personal, impertinent or slanderous remarks, refusing to abide by a request from the President, or otherwise disrupting the meeting or hearing.

- a. Directors shall at all times conduct themselves with courtesy to each other, to staff, and to members of the audience present at Board meetings.
- b. Directors shall defer to the presiding officer for conduct of meetings of the Board but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.



- c. Directors may request for inclusion into the meeting minutes brief comments pertinent to an agenda item (including, if desired, a position on abstention or dissenting vote).

## 9.7 DISRUPTION OF MEETINGS

The President may also declare a short recess during any meeting.

Willful disruption of any of the meetings of the Board of Directors shall not be permitted. If the President finds that there is willful disruption of any meeting of the Board, he/she may do the following:

- a. Notify the disrupting parties to immediately stop the conduct and that they will be asked to leave the meeting if the behavior continues.
- b. If the behavior continues after notice, order the disrupting parties out of the room and conduct the Board's business without them present.
- c. In cases of extreme disruption, clear the room of all members of the public, and conduct the Board's business without them present.

## 10 MINUTES OF BOARD MEETINGS

The Secretary of the Board of Directors shall keep minutes of all regular and special meetings of the Board.

- a. Copies of a meeting's minutes shall be distributed to Directors as part of the information packet for the next regular meeting of the Board, at which time the Board will consider approving the minutes as presented or with modifications. Once approved by the Board, the official minutes shall be scanned and made available for public review.
- b. Unless directed otherwise, an electronic recording of regular and special meetings of the Board of Directors will be made. Members of the public may inspect recordings of Board meetings through the District's website or by submitting a request to the Board Secretary.
- c. Motions, resolutions or ordinances shall be recorded in the minutes as having passed or failed. The motion makers, and individual votes will be recorded. A unanimous vote shall be recorded as a vote in favor by each member.
- d. All resolutions and ordinances adopted by the Board shall be numbered consecutively, starting new at the beginning of each calendar year.
- e. In addition to other information that the Board may deem to be of importance, the following information (if relevant) shall be included in each meeting's minutes:
  - Date, place and type of each meeting;
  - Directors present and absent by name;
  - Administrative staff present by name;
  - Call to order;
  - Time and name of late arriving Directors;
  - Time and name of early departing Directors;

**BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL**

- Names of Directors absent during any agenda item upon which action was taken;
- Summary record of public comment regarding matters not on the agenda, including names of commentators;
- Approval of the minutes or modified minutes of preceding meetings;
- Summary record of staff reports;
- Complete information as to each subject of the Board's deliberation;
- Record of the vote of each Director on every action item for which the vote was not unanimous;
- Resolutions and ordinances described as to their substantive content and sequential numbering;
- Record of all contracts and agreements, and their amendment, approved by the Board;
- Approval of the annual budget;
- Approval of all polices, rules and/or regulations;
- Approval of all dispositions of District assets;
- Approval of all purchases of District assets;
- Approval of financial reports;
- Date and time of next meeting; and,
- Time of meeting's adjournment.

**11 COMMITTEES OF THE BOARD RULES AND CONDUCT****11.1 PURPOSE AND SCOPE**

Assignment to a Standing Committees shall be made a majority vote of the Board.

A committee of the Board of Directors may qualify as a "legislative body" as that term or its successor terms are defined within the meaning of the Ralph M. Brown Act (California Government Code § 54950 et seq.). All meetings of subsidiary bodies and/or committees of the Board of Directors, which are defined as a "legislative body", as that term or its successor terms are defined in the Ralph M. Brown Act, shall be open to the public, except when convened in Closed Session, as authorized under provisions of the Ralph M. Brown Act.

Unless authority to perform a duty is expressly delegated by the Board of Directors to a committee, committee motions and recommendations shall be advisory to the Board of Directors and shall not commit the District to any policy, act or expenditure. Nor may any committee direct staff to perform specific duties unless duly authorized by the Board of Directors.

**11.2 AD-HOC COMMITTEE**

The purpose of an Ad-Hoc Advisory Committee and the time allowed to accomplish that purpose shall be outlined at the time of appointment. Appointments to Ad-Hoc Committees are made at the discretions of the President or the Board. A temporary advisory committee shall be considered dissolved when its purpose has been

**BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL**

accomplished or when the timeframe for its existence has expired, whichever occurs first. Any recommendations from committees shall be submitted to the Board via a written or oral report.

- a. An ad-hoc committee shall be comprised solely of members of the Board and shall consist of less than a majority of Board Members.
- b. An ad-hoc committee may make recommendations to the Board. The Board may not delegate any decision-making power to a temporary advisory committee.
- c. An ad-hoc committee shall meet on an as needed basis and shall not have a meeting schedule fixed by charter, ordinance, resolution, or formal action of the Board.

## **12 DUTIES OF THE BOARD PRESIDENT AND VICE PRESIDENT**

### **12.1 PRESIDING OFFICER**

The President of the Board of Directors shall serve as the presiding officer at all Board meetings. In the absence, disability or resignation of the President, the Vice President of the Board of Directors shall serve as the presiding officer over all meetings of the Board. When the President disqualifies himself/herself from participating in an agenda item, the Vice-President shall perform the duties of the presiding officer. If the President and Vice President of the Board are both absent or disabled, the remaining members present shall select one of themselves to act as temporary presiding officer of the meeting.

The presiding officer shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions. The presiding officer may move, second, debate, and vote from the chair.

### **12.2 DUTIES REGARDING MEETINGS**

The President shall preside over and conduct all meetings of the Board of Directors, shall carry out the resolution and orders of the Board of Directors, and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe including, but not limited to, the following:

- a. Call the meeting to order at the appointed time;
- b. Announce the business to come before the Board in its proper order;
- c. Enforce the Board's policies in relation to the order of business and the conduct of meetings;
- d. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference;
- e. Explain what the effect of a motion would be if it is not clear to every member;
- f. Restrict discussion to the question when a motion is before the Board;
- g. Rule on parliamentary procedure;
- h. Put motions to a vote, and state clearly the results of the vote; and
- i. Preserve order and decorum.

### 12.3 RESPONSIBILITIES

Responsibilities of the President include, but are not limited to, the following:

- a. Sign all instruments, act, and carry out stated requirements and the will of the Board;
- b. Sign the minutes of the Board meeting following their approval;
- c. Call such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law;
- d. Coordinate the preparation of meeting agendas with the General Manager;
- e. Confer with the General Manager and Vice President on crucial matters which may occur between Board of Directors meetings;
- f. Be responsible for the orderly conduct of all Board meetings;
- g. Be the spokesperson for the Board; and
- h. Perform other duties as authorized by the Board.

### 12.4 EXECUTIVE COMMITTEE

The President and Vice President shall constitute the Executive Committee and shall advise and give limited direction to the General Manager on issues that arise between board meetings. A majority vote of the Board of Directors shall countermand any direction given by the Executive Committee.

- a. The Executive Committee shall meet with the General Manager once a week to discuss progress towards Board directed activities. Further consultation with the General Manager shall be on as needed basis.
- b. Any urgent advice or direction given by the President alone must be discussed with the Vice President at the first practical opportunity.
- c. The President does not have authority to make decisions or give direction without consultation of the Vice President unless the issue in question is time sensitive and the Vice President is not available for consultation. Likewise, in the absence of the President, the Vice President may act if the President is not available and immediate direction to the General Manager is required.
- d. All financial decisions or direction made or given by the Executive Committee, even if exercised under the General Manager's authority must be reported to the full board at the next scheduled board meeting.
- e. All personnel decisions or direction made or given by the Executive Committee, even if exercised under the General Manager's authority must be reported to the full board at the next scheduled board meeting.
- f. The General Manager shall also share the responsibility to report direction given by the President, Vice President, and or the Executive Committee as a whole to the full Board of Directors at each regular meeting.
- g. Decisions or advise that the General Manager believes can wait until the next meeting of the full Board, must be added as an agenda item for the next meeting for discussion and direction from the full Board.

## **13 DIRECTOR EDUCATION AND CONFERENCES**

### **13.1 OVERVIEW**

Members of the Board of Directors are encouraged to attend educational conferences, seminars, trainings, and professional meetings when the purpose of any such activity is to improve District operation. There is no limit as to the number of Directors attending a particular activity when it is apparent that attendance is beneficial to the District, as long as a majority of the Board members do not discuss issues related to the District's business, which is a violation of the Ralph Brown Act. Directors shall not attend conference or training event when it is apparent that there is no significant benefit to the District. Further details involving conferences and educational organizations Directors may participate in shall be found in Ordinance 86: Compensation and Policies Related to Board Activities.

## **14 BOARD MEMBERS RIGHTS AND PRIVILEGES**

### **14.1 RIGHTS AND PRIVILEGES**

The Board of Directors are comprised of five directors elected by separate divisions and each constitute one-fifth of the board. No one directors' voice is greater than another and to ensure that every director is treated equally, the following rights and privileges shall not be infringed upon.

- a. Every director has a right to pull any item from the consent calendar to be considered as a business item without need of a second nor a vote of the board as a whole.
- b. Every director has a right to be heard and involved in the discussion of an item. Discussion and debate are an important function of public transparency; therefore, the President shall make every effort to allow every board member to participate in the discussion of an item in order to foster a productive debate on the issue under consideration.
- c. Every director has a right to hear the staff report on a business item before motions or discussion shall be considered.
- d. Every director has a right to ask technical questions on a business item before motions or discussion shall be considered.
- e. Every director has a right to make a substitute motion, which must be recognized by the President, and if properly seconded must be taken up immediately.
- f. Every director has a right to be made aware of any or all public records requests being made of the District if they wish.
- g. Every director has a right to review all press releases being prepared by the District prior to them being issued. The District shall share regular press release drafts with directors at least twenty-four (24) hours prior to issuance. Emergency or time sensitive press releases may be issued after providing directors with at least one (1) hour to review. If a majority of the Board has concerns about a press release it shall not be issued.
- h. Every director has a right to review director fees and reimbursements and the District shall provide monthly reports of all director's fees and reimbursements to each director.

**BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL**

- i. Every director has a right to be made aware of any direction or decisions given by the President, Vice President or collectively as the Executive Committee that occurs between meetings of the full board.
- j. Every director has a right to be aware of requests for information from any local, state, or federal law enforcement or judicial agency made of the District.
- k. Every director has a right to be made aware of investigative reports and request for information from local, state, or federal regulatory or oversight agencies.
- l. Every director has a right to be made aware of all professional services contracts exercised under the General Manager's authority.
- m. Every director has a right to request additional information from staff on an agenda item. The information shall be made available to the other boards members as well.
- n. Every director has a right to be made aware of complaints received from District ratepayers regarding water quality and customer service.
- o. Every director has a right to be made aware of water leaks or line breaks that occur in their respective division.

## **15 CODE OF ETHICS**

### **15.1 OVERVIEW**

The District Board of Directors is committed to providing excellence in legislative leadership that results in providing the highest quality service to its ratepayers. The Board of Directors is expected to maintain the highest ethical standards, to follow District policies and regulations, and to abide by all applicable local, state and federal laws. The Director's conduct should reflect the integrity and goals of the District.

To assist in governing the behavior among members of the Board, the following rules shall be observed:

- a. The dignity, style, values and opinions of each Director shall be respected.
- b. Responsiveness and attentive listening in communications is encouraged.
- c. The needs of the District ratepayers should be the priority of the Board of Directors.
- d. The primary responsibility of the Board of Directors is to formulate and evaluate its policies, which affect the ratepayers and/or the employees of District.
- e. Differing viewpoints are healthy in the decision-making process. Individual Directors have the right to disagree with ideas and opinions, though doing so in a respectful manner.
- f. Once the Board of Directors acts, Directors should commit themselves to supporting the action and not to creating barriers to the implementation of the action.

Directors should practice the following procedures:

- g. In seeking clarification on items, Directors may directly approach the General Manager to obtain information needed to supplement or enhance their

**BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL**

knowledge and improve their legislative decision making.

- h. In handling complaints from residents and property owners of the District, any complaints and/or concerns should be referred to the General Manager and may be followed up by the entire Board of Directors.
- i. In handling items related to safety, concerns regarding safety hazards should be reported to the General Manager. Emergency situations should be dealt with immediately by taking appropriate action.
- j. In seeking clarification for policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finance, and programming, these concerns should be referred to the General Manager directly.

The work of the District is a team effort:

- k. All individuals should work together in a collaborative process, assisting each other in conducting the affairs of the District.
- l. Directors should develop a working relationship with the General Manager so current issues, concerns and District projects can be discussed comfortably and openly.
- m. Directors should function as a part of the whole; issues should be brought to the attention of the Board of Directors rather than to individual members selectively.
- n. When approached by District personnel concerning specific District policy, Directors should direct inquiries to the General Manager.
- o. When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a professional manner and route their questions through appropriate channels to the General Manager.
- p. Directors are responsible for monitoring the District's progress in attaining its goals in pursuit of its mission.

**15.2 ETHICS TRAINING**

All Directors, designated staff, and members of all commissions, committees and other bodies that are subject to the Brown Act shall receive two hours of training in general ethics principles and ethics laws relevant to public service within one year of election or appointment to the board of directors and at least once every two years thereafter, pursuant to Government Code § 53234 et seq. as may be amended from time to time.

- a. All ethics training shall be provided by providers whose curricula have been approved by the California Attorney General and the Fair Political Practices Commission.
- b. Ethics training may consist of either a group training course or a set of self-study materials with tests, and may be taken at home, in person, or online.
- c. Attendees shall obtain proof of participation after completing the ethics training. Applicable costs for attending the training shall be reimbursed by the District.
- d. The District shall maintain records indicating the name of the entity that provided the training and the dates ethics training was completed. Records

**BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL**

shall be maintained for a period of at least five years after the date on which the training was received. These records are public records subject to disclosure under the California Public Records Act.

- e. District staff shall provide the prospective attendees with information on available training that meets the requirements of this policy at least once every year.
- f. A single training course may be used to satisfy the obligation to receive training for multiple agencies or positions.

**15.3 PREVENTION OF SEXUAL HARASSMENT**

The District is committed to creating and maintaining a work environment free of objectionable and disrespectful conduct and/or communication of a sexual nature and prohibits sexual harassment by all employees and the Board of Directors.

Conduct which creates an intimidating, hostile or offensive work environment will not be tolerated. Verbal behavior, physical behavior, gestures and other non-verbal behavior which create said environment will not be tolerated.

To meet the requirements established by AB 1825, 2053 & 1661, each local official (Board Member) shall receive at least two hours of prevention of sexual harassment training and education within the first six months of taking office and every two years thereafter.

**15.4 NON-DISCRIMINATION**

The District shall not unlawfully discriminate against qualified employees or job applicants on the basis of sex, race, color, religion, national origin, ancestry, marital status, sexual orientation, physical or mental disability, age or war veteran status.

Equal opportunity shall be provided to all qualified employees and applicants in every aspect of personnel policy and practice. The District shall not discriminate against physically or mentally disabled persons who, with reasonable accommodation, can perform the essential function of the job in question. All employees are expected to carry out their responsibilities in a manner that is free from discriminatory statements or conduct.

**15.5 REASONABLE ACCOMMODATION-AMERICANS WITH DISABILITIES ACT**

Pursuant to the Americans with Disabilities Act, employers have a duty to reasonably accommodate employees and job applicants with known disabilities. This accommodation is not required for individuals who are not otherwise qualified for the job nor is accommodation generally required until the person with the disability requests it. The following optional regulation includes procedures recommended by the Equal Employment Opportunity Commission for use when determining what accommodation to make.

Requests for reasonable accommodation should be directed to Human Resources.

**16 LEGAL COUNSEL****16.1 GENERAL DUTIES**

The Board shall employ an individual or firm of attorneys licensed to practice law in the State of California, to advise and represent the District and to assure full compliance with the requirements of the District Enabling Act and applicable laws.



**BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL**

Legal counsel shall serve at the pleasure and direction of the Board of Directors. The resolution appointing the Legal Counsel shall include terms of an agreed upon fee schedule. Legal Counsel shall be responsible for:

- a. Reviewing, preparing documents as requested by the Board, or by the General Manager pursuant to Water Code Section 30580, and making appropriate comment on matters or recommendations presented in written or oral form;
- b. Reviewing and preparing documents as requested by the Board in advance of meetings. The General Manager will request that Legal Counsel or Special Legal Counsel review and/or prepare notices, agendas, resolutions, ordinances, minutes, agreements, contracts and supporting materials pursuant to Water Code Section 30580;
- c. Attending each meeting of the Board, unless excused, in advance or during a meeting; and attending other meetings as authorized by the Board or directed by the General Manager; and,
- d. Attending Board Committee meetings, upon request of the General Manager or the Board, as well as attending other business meetings of the District as requested by the Board.

**16.2 SPECIAL LEGAL COUNSEL**

The Board of Directors shall appoint Special Legal Counsel to assist the Board and District when the Board determines that attorneys with specialized legal expertise are needed to represent or advise the Board and District staff. The legal services agreement with each Special Legal Counsel shall specify the scope of legal services to be provided.

**16.3 LEGAL COUNSEL REPORTING AND ADVICE**

- a. The Legal Counsel and Special Legal Counsels report to the Board as a whole. However, the Legal Counsel is available to each individual director for consultation regarding legal matters particular to that individual director's participation in matters where the individual director may have a conflict of interest. However, no attorney-client relationship shall be established with the individual director as a result of such consultation. An individual director (1) may not give direction to the Legal Counsel or any Special Legal Counsel without prior concurrence of the Board, and (2) may not request a legal opinion of the Legal Counsel or any Special Counsel without the prior concurrence of the Board, except as such requests relate to questions regarding that individual director's participation in board decisions. The Legal Counsel and Special Legal Counsels shall be available to the General Manager and District staff to the extent authorized by the Board, or authorized by the General Manager pursuant to Water Code Section 30580, for consultation on applicable issues and activities within the scope of the applicable legal services agreement approved by the Board.
- b. Legal Counsel and Special Legal Counsels shall report directly to the Board and General Manager all potential legal problems and liabilities they notice or discover during their employment by the District. If the subject of the potential legal problem or liability is a Director or the General Manager, then the report shall be made to other than that Director or General Manager.
- c. Legal Counsel and Special Legal Counsels shall be available to answer

**BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL**

- questions from the Board during closed sessions. The General Manager shall copy all correspondences and communications to and from Legal Counsel and Special Counsels to the Board on all closed session items.
- d. The President or the Board may appoint one or two directors to an Ad Hoc Committee for each legal case. The Board may grant limited authority to the Ad Hoc Committees to direct Legal Counsel and Special Legal Counsels. The limited authority will be assigned and described by the Board in a resolution when any such Ad Hoc Committee is created. The Ad Hoc Committee shall report in closed session (if permitted) to the Board at the next Board meeting following any direction given by the Ad Hoc Committee to Legal Counsel and Special Legal Counsels and any other actions taken.
  - e. Legal Counsel and Special Legal Counsels shall notify the Board and the General Manager about important events, rulings or decisions made regarding the District's case(s). Legal Counsel and Special Legal Counsel shall endeavor to do so within 72 hours of such events, rulings or decisions.
  - f. Legal Counsel and Special Legal Counsels shall email the entire Board and the General Manager, if the General Manager is not subject of the case, copies of all briefs, dockets, applicable court calendars, motions and filings submitted to the Court and all documents and notices received from the Court and opposing parties.
  - g. Legal Counsel and Special Legal Counsels shall only perform work that has been authorized by the Board, or by the General Manager pursuant to Water Code Section 30580.

**17 STATEMENT OF POLICY SUPREMACY**

The Board of Directors Policy and Procedures Manual shall be amended by a vote of board only and not by any other policy adoption. In areas of dispute between The Board of Directors Policy and Procedures Manual and other policies or action, this manual and the policies contained herein shall take precedence over other policies. The District shall make every effort to revise any conflicting policies to align with this document.