

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

# ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING AGENDA

THURSDAY, JULY 25, 2024 - 6:00 PM

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

#### **BOARD OF DIRECTORS**

President Gregory Young, Chair Director Angela Garcia

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

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

#### I. CALL TO ORDER

#### II. PUBLIC PARTICIPATION

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

#### III. DISCUSSION ITEMS

- 1. Updates to the Engineering, Operations and Planning Committee
- **2.** Approve a Joint Community Facilities Agreement for East Sycamore Flats Tract 20407 and Adopt Resolution Approving Agreement.
- **3.** Change Order No. 5 with PCL Construction, Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project.
- 4. Well 11 Rehabilitation.

#### IV. ADJOURN

#### **DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on July 18, 2024.

Elvia Dominguez, Board Secretary

Elvia Dominguez



#### BOARD OF DIRECTORS ENGINEERING, OPERATIONS AND PLANNING COMMITTEE STAFF REPORT

DATE: July 25, 2024

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT FOR

EAST SYCAMORE FLATS TRACT 20407 AND ADOPT RESOLUTION

APPROVING AGREEMENT

#### **DISCUSSION:**

Pharris Sycamore Flats, LLC ("Developer"), is the owner of land located east of Clearwater Parkway, and south of Glen Helen Parkway, as shown in "Exhibit A". The Developer has petitioned the San Bernardino City Unified School District ("SBCUSD") to create a Community Facilities District ("CFD") through proceedings under the Mello-Roos Community Facilities Act of 1982. The CFD No. 2024-1 would finance the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities and the payment of development impact (capacity charges) and other fees. SBCUSD would act as the lead agency and would form the CFD and issue the bonds for the proposed CFD with the repayment of the bonds secured by special tax levied on taxable property.

The special tax levied through the CFD would be used to finance certain public facilities including facilities to be owned, operated and maintained by West Valley Water District ("WVWD"). The WVWD facilities include certain fees and charges included in WVWD's capacity and connection fee program and used to fund master planned water facilities necessary to provide service to the property and other facilities to be constructed by or on behalf of the Developer. Upon the construction of the facilities and the inspection and acceptance by WVWD, the facilities will be conveyed to WVWD.

A CFD can finance facilities to be owned or operated by an entity other than the agency that created the CFD only pursuant to a Joint Community Facilities Agreement ("JCFA"). Attached, as "Exhibit B" is a copy of the JCFA with the SBCUSD, the Developer and WVWD for CFD No. 2024-1. The purpose of this Agreement is to provide a mechanism by which the CFD may levy special tax and issue bonds to provide a source of funds to finance, in whole or in part, WVWD fees and the acquisition of facilities.

WVWD will receive all capacity charges and fees from the Developer before the project begins construction and will enter into a Water System Infrastructure Installation and Conveyance Agreement to establish the terms by which the water district facilities are to be constructed,

conveyed and accepted by WVWD.

Attached as **"Exhibit C"** is a copy of the Resolution of the Board of Directors of the West Valley Water District adopting the Joint Community Facilities Agreement as required in the JCFA.

#### **FISCAL IMPACT:**

No fiscal impact.

#### **STAFF RECOMMENDATION:**

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

- 1. Approve the Joint Community Facilities Agreement between the San Bernardino City Unified School District, Pharris Sycamore Flats, LLC and West Valley Water District for Community Facilities District No. 2024-1 and;
- 2. Adopt a Resolution of the Board of Directors of the West Valley Water District for the Joint Community Facilities Agreement and;
- 3. Authorize the General Manager to execute all necessary documents, subject to non-substantiative changes, related to the agreement.

#### **ATTACHMENT(S)**:

- 1. Exhibit A Project Location
- 2. Exhibit B Joint Community Facilities Agreement for CFD No. 2024-1
- 3. Exhibit C Resolution for Communities Facilities District No. 2024-1

## **EXHIBIT A**



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## **EXHIBIT B**

# JOINT COMMUNITY FACILITIES AGREEMENT (WEST VALLEY WATER DISTRICT)

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the "Facilities Agreement") is made and entered into as of \_\_\_\_\_\_, 2024 by and among the San Bernardino City Unified School District ("School District"), for and on behalf of Community Facilities District No. 2024-1 of the San Bernardino City Unified School District (the "Community Facilities District"), the West Valley Water District (the "Water District"), and Pharris Sycamore Flats LLC (the "Owner").

#### WITNESSETH:

WHEREAS, the Board of Education of the School District (the "Board") has initiated proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") to create the Community Facilities District, to authorize the levy of special taxes (the "Special Taxes") upon the land within the Community Facilities District and to issue bonds (the "Bonds") secured by the Special Taxes, the proceeds of which are to be used to finance certain public facilities;

WHEREAS, the Owner is the owner of all of the property (the "Property") within the proposed boundaries of the Community Facilities District, which Property and Community Facilities District are depicted on Exhibit "E" attached hereto;

WHEREAS, the facilities proposed to be financed by the Community Facilities District include certain facilities to be owned, operated and maintained by the Water District (the "Water District Facilities"), as well as facilities to be owned, operated or maintained by the School District (the "School Facilities");

WHEREAS, the Water District Facilities include (i) certain fees and charges included in the Water District's capacity and connection fee program and used to fund master plan water facilities necessary to provide service to the Property (the "Water District Fees"), which fees, as of the date of this Facilities Agreement, are estimated to total \$3,342,394 and (ii) certain other master planned facilities to be constructed by or on behalf of Owner and acquired by Water District for their actual cost, together with appurtenances and appurtenant work, and incidental expenses related thereto (each, a "Water District Acquisition Facility," and collectively, the "Water District Acquisition Facilities");

WHEREAS, upon the construction of the Water District Acquisition Facilities by or on behalf of Owner and the inspection and acceptance thereof by Water District, the Water District Acquisition Facilities will be conveyed to and accepted by Water District;

WHEREAS, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to said Section;

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or resolution of issuance, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities district being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

WHEREAS, the Board and the Board of the Water District will each adopt such a resolution;

**WHEREAS**, subsection (e) of Section 53316.2 of the Act permits the School District to have primary responsibility for formation of a community facilities district;

WHEREAS, the School District, the Water District and the Owner desire to enter into this Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities through the levy of Special Taxes and issuance of Bonds by the Community Facilities District;

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**Section 1.** <u>Water District Facilities</u>. The Water District Facilities, including any real or tangible property which is to be purchased, constructed, expanded or rehabilitated, are described in Exhibit "A" attached hereto.

Section 2. Financing of Water District Facilities. It is anticipated that the Community Facilities District will levy Special Taxes to pay directly for School Facilities and Water District Facilities and issue Bonds in one or more series secured by Special Taxes to finance the acquisition, construction and installation of the Water District Facilities and the School Facilities. The proceeds of such Special Taxes and Bonds available for School Facilities and Water District Facilities shall be referred to as "CFD Proceeds." Under the terms set forth herein, the Community Facilities District may provide CFD Proceeds to finance the acquisition, construction and installation of all or a portion of the Water District Facilities. Notwithstanding any other provision of this Facilities Agreement, the fact that there may not be sufficient CFD Proceeds available to pay for the Water District Facilities shall not relieve Owner, or its successors and assigns, of its obligation to pay to Water District the Water District Fees described in Exhibit "A" hereto required to be paid in connection with the development of the Property or to otherwise construct any Water District Facilities that are required as a condition to development of the Property. The purpose of this Facilities Agreement is to provide a mechanism by which the Community Facilities District may levy Special Taxes and issue Bonds to provide a source of funds to finance, in whole or in part, the Water District Fees and the acquisition prices of Water District Acquisition Facilities.

The Community Facilities District shall proceed with the levy of Special Taxes and the issuance and sale of Bonds at such time and in such amounts as are determined by the School District to be appropriate to finance the acquisition, construction and installation of the Water

District Facilities and the School Facilities. Upon the receipt by the School District of a written requisition executed by the Water District and Owner in the form attached here to Exhibit "D-2," the School District shall cause the Community Facilities District to disburse and deliver to the Water District the amount of CFD Proceeds requested in the requisition to fund Water District Facilities in satisfaction of Water District Fees, not to exceed the amount determined to be available for financing Water District Facilities by the Community Facilities District. As CFD Proceeds are transferred to Water District to fund Water District Facilities in satisfaction of Water District Fees, Owner shall receive a credit, in an amount equal to the amount of such CFD Proceeds so received, against the Water District Fees required to be paid by the Owner in connection with the development of the Property. Nothing herein shall supersede the obligation of any owner of the Property to pay Water District Fees to Water District when due or to pay any increase in the amount of Water District Fees when due.

Owner may advance Water District Fees to the Water District prior to the availability of sufficient CFD Proceeds. Each such cash advance shall be referred to as a "Deposit." In the event Owner makes a Deposit with the Water District, the full amount of such Deposits shall be reimbursed to Owner by Water District when Water District receives an equal or greater amount of CFD Proceeds for Water District Facilities. Notwithstanding the foregoing, if CFD Proceeds are insufficient to fund the entire amount of Water District Fees and Owner is required to provide one or more Deposits pursuant to this Section 2, such Deposits shall be retained by the Water District and the Water District shall have no obligation to reimburse them except to the extent CFD Proceeds subsequently become available.

The School District shall cause the Community Facilities District to maintain or cause, to be maintained records relating to the disbursements of proceeds of the sale of the Bonds, including all amounts expended from the Acquisition and Construction Fund (defined below). The School District or the Community Facilities District will, upon request, provide Water District and Owner with access to such records during regular office hours.

Section 3. <u>Use of Bond Proceeds; Investment Earnings; Records.</u> The Water District shall deposit any CFD Proceeds received from the Community Facilities District pursuant hereto in an account of the Water District and shall use such proceeds only for the costs of the acquisition, construction and installation of the Water District Facilities.

The Water District shall keep accurate records of the investment earnings on investments made by the Water District with any portion of the Bond proceeds received from the Community Facilities District pursuant hereto. In addition Water District shall keep records of all expenditures related to Bond proceeds or Deposits, and provide such information to the School District upon request within a reasonable time. No later than sixty (60) days after the end of each fiscal year, the Water District shall provide to the School District such records and documents with respect to such investments as the School District may reasonably request in order to enable the School District to determine the nature of any such investment; and the interest earnings thereon for purposes of determining whether any amounts are required to be paid to the United States Treasury as rebatable arbitrage earnings under the Internal Revenue Code of 1986 and the Treasury Regulations promulgated thereunder. The Water District shall have no responsibility or obligation to make any such rebate payments to the United States Treasury or to any other entity. Water District shall submit an invoice to the School District for its actual costs and expenses incurred by

Water District to provide such records and documents with respect to such investments. Such costs and expenses may be included in the administrative expenses of the Community Facilities District and shall be reimbursed to the Water District from Special Taxes collected for such administrative costs.

Section 4. <u>Water District Acquisition Facilities</u>. The parties acknowledge that Water District may require Owner, pursuant to its rules and regulations, to design, construct and dedicate to Water District the Water District Acquisition Facilities as a condition to development of the Property. Except as otherwise provided herein, School District, Water District and the Community Facilities District shall have no responsibility whatsoever for the bidding, contracting the construction of the Water District Acquisition Facilities. The Owner shall construct and install all Water District Acquisition Facilities in accordance with the provisions of this Section 4.

In the event CFD Proceeds are available to finance Water District Acquisition Facilities, such proceeds shall be held or transferred by the Community Facilities District as determined by the Community Facilities District to a special account (together or separate from other CFD Proceeds) (the "Acquisition and Construction Fund"). The Community Facilities District shall make disbursements from the Acquisition and Construction Fund in accordance with the terms of this Section 4. The following provisions of this Section 4 shall apply solely with respect to those Water District Acquisition Facilities to be constructed by Owner that are acquired by Water District with CFD Proceeds.

#### (a) Construction and Acquisition of Water District Acquisition Facilities.

(i) Owner shall, at no cost to Water District, be responsible for the preparation of the plans and specifications for the construction of the Water District Acquisition Facilities (the "Plans and Specifications"). The Plans and Specifications shall conform to the requirements of Water District for such facilities and shall be subject to the review and approval by Water District. All cost and expense of Water District review (including, but not limited to, Water District's agents, employees and independent contractors) shall be paid by Owner and shall be deemed eligible costs available for reimbursement from the Acquisition and Construction Fund to the extent reasonable. Owner represents that the Plans and Specifications will conform to all applicable federal, state and local governmental rules, ordinances and regulations and all applicable environmental protection laws. Owner's submission of the Plans and Specifications to Water District shall evidence Owner's representation and warranty to Water District that the Plans and Specifications are complete, accurate, workable and in compliance with all governmental requirements with respect thereto. Owner, at its cost and expense, shall, except as otherwise provided herein, pay all permit fees, connection fees and other fees customarily charged by Water District as may now exist or may be charged in the future arising out of the planning, engineering or construction of the Water District Acquisition Facilities, and such fees shall be deemed eligible costs available for reimbursement from amounts deposited in the Acquisition and Construction Fund.

(ii) The School District and the Community Facilities District shall have no responsibility or obligation with regard to the construction, acquisition, bidding, or contracting for the Water District Acquisition Facilities or any of the Water District Facilities.

- (iii) The Water District Acquisition Facilities must be constructed in strict accordance with the Plans and Specifications as approved by Water District. Any deviations from the approved Plans and Specifications must be approved by the Water District, in writing. Owner shall be solely responsible for the bidding, contracting and construction of the Water District Acquisition Facilities to be acquired with Bond proceeds in accordance with the requirements set forth in Exhibit "B" hereto. Except as otherwise provided herein, the School District, Water District and the Community Facilities District shall have no responsibility whatsoever for the bidding, contracting the construction of the Water District Acquisition Facilities. The Owner shall construct and install all Water District Acquisition Facilities on the following terms and conditions:
- (A) The Owner shall construct and complete the Water District Acquisition Facilities (or subject portion thereof) at no cost or expense to Water District and in accordance with the laws, rules and regulations of all governmental bodies and agencies having jurisdiction over the Water District Acquisition Facilities (or subject portion thereof).
- (B) The Owner shall be required to furnish labor and material payment bonds and contract performance bonds in an amount equal to one hundred percent (100%) of the contract price for the Water District Acquisition Facilities (or such portion thereof) naming the Owner, School District, Community Facilities District and Water District as obligees and issued by insurance or surety companies approved by the Water District. All such bonds shall be in a form approved by the Water District.
- (C) The Owner shall deliver to Water District a Certificate of Insurance evidencing coverage for "builder's risk," evidence of employer liability insurance with limits of at least One Million Dollars per occurrence and evidence of comprehensive liability insurance (automobile and general liability) with limits of at least Five Million Dollars per occurrence. The Owner shall maintain, keep in force and pay all premiums required to maintain and keep in force all insurance at all times during which such work is in progress. The general liability insurance to be obtained by the Owner shall name School District, Community Facilities District and Water District as additional insureds. The Owner shall further maintain and provide evidence of workers' compensation insurance coverage as provided by law.
- (D) The Owner shall comply with such other requirements relating to the construction of the Water District Acquisition Facilities (or subject portion thereof) which Water District may impose by written notification delivered to the Owner at any time, either prior to the receipt of bids by the Owner for the construction of the Water District Acquisition Facilities (or subject portion thereof) or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof. As set forth above, the Owner shall be deemed the awarding body and shall be solely responsible for compliance and enforcement of the provisions of the Labor Code, Government Code and Public Contract Code to the extent expressly applicable to a non-governmental entity constructing infrastructure to be acquired by a public entity. Owner shall pay or cause its construction contractors to pay prevailing wages with respect to the Water District Acquisition Facilities and any other facilities constructed by Owner as required by the Labor Code.

- Water District shall have access to inspect the Water (E) District Acquisition Facilities during normal business hours by making reasonable advance arrangements with Owner. It is understood and agreed that Water District's inspection personnel shall have the authority to enforce the Plans and Specifications, which authority shall include requiring that all unacceptable material, workmanship installation be replaced, repaired or corrected by the Owner. All cost and expense of Water District's inspection (including, but not limited to, Water District's agents, employees and independent contractors) shall be paid by Owner and be eligible for reimbursement with CFD Proceeds. Other than the final inspection and approval of the Water District Acquisition Facilities (or subject portion thereof), any inspection completed by Water District shall be for the sole use and benefit of Water District and neither the Owner nor any third party shall be entitled to rely thereon for any purpose. Water District does not undertake or assume any responsibility for or owe a duty to select, review or supervise the creation of the Water District Acquisition Facilities (or subject portion thereof). Upon completion of the construction of the Water District Acquisition Facilities (or subject portion thereof) to the satisfaction of Water District's inspectors, the Owner shall notify Water District in writing that the construction of the Water District Acquisition Facilities (or subject portion thereof) has been completed in accordance with the Plans and Specifications.
- (F) Upon satisfactory completion of the Water District Acquisition Facilities (or subject portion thereof) in accordance with the Plans and Specifications and Water District's standard requirements, in accordance with the terms thereof, the Owner shall forthwith file with the County Recorder of the County of San Bernardino, a Notice of Completion pursuant to the provisions of the Civil Code. The Owner shall furnish to Water District a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Recorder. Any actual costs reasonably incurred by Water District in inspecting and approving the construction of the Water District Acquisition Facilities (or subject portion thereof) not previously paid by the Owner or funded with CFD Proceeds shall be paid by Owner.
- (G) The Owner shall provide to Water District such evidence as Water District shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the Water District Acquisition Facilities (or subject portion thereof) have been paid, and that no claims on behalf of any such person, firm or corporation are outstanding.
- (H) The Owner shall, at the time Water District acquires the Water District Acquisition Facilities (or subject portion thereof), grant to Water District, by appropriate instruments prescribed by Water District, all easements across private property, fee title, ownership deeds, public access or rights-of-way which may be necessary for the proper operation and maintenance of the Water District Acquisition Facilities (or subject portion thereof), or any part thereof. The Owner shall insure that all deeds of trust and mortgages are subordinated to the easements and reconveyed as to the fee title ownership.
- (I) Upon completion of the Water District Acquisition Facilities (or subject portion thereof) and completion of the final inspection, testing and written assurance thereof by Water District, the Owner shall execute and deliver a Bill of Sale in the form and content acceptable to Water District. The Bill of Sale shall convey title of the Water District Acquisition

Facilities (or subject portion thereof) to Water District. The Water District Acquisition Facilities (or subject portion thereof) shall be transferred to Water District free of all liens and encumbrances.

(J) Prior to the transfer of ownership of the Water District Acquisition Facilities (or subject portion thereof) by the Owner to Water District, the Owner shall be responsible for the maintenance thereof and shall maintain and transfer the Water District Acquisition Facilities (or subject portion thereof) to Water District in as good condition as the Water District Acquisition Facilities (or subject portion thereof) were in at the time the Owner notified Water District that construction of same had been completed in accordance with the Plans and Specifications. The Owner shall provide to Water District, a two-year performance bond (following date of final acceptance by Water District of the Water District Acquisition Facilities (or subject portion thereof)) for materials and workmanship guarantee providing that Owner will repair, at its expense, all failures of or to the Water District Acquisition Facilities (or subject portion thereof) which was furnished, installed and/or constructed due to faulty materials or installation, within said two-year period. In the event Owner or the surety fails to cause satisfactory repair, as determined by Water District, within ten (10) business days following written notice or such longer period of time as Water District may reasonably determine, Water District may cause such repairs to be completed at Owner's surety's cost and expense. Notwithstanding the above–referenced ten (10) business day or other specified repair period, Water District shall have the unqualified right to immediately make any emergency repairs necessary to eliminate any threat to the public's health, safety or welfare, at Owner's and/or surety's cost and expense. Nothing in this subparagraph shall limit or abrogate any other claims, demands or actions Water District may have against Owner and/or Owner's surety on account of damages sustained by reason of such defect, nor shall the provisions of this subparagraph limit, abrogate or affect any warranties in favor of Water District which are expressed or implied by law.

(K) Water District shall have the right to review all books and records of the Owner pertaining to costs and expenses incurred by the Owner for the design and construction of the Water District Acquisition Facilities (or subject portion thereof) during normal business hours by making reasonable advance arrangements with Owner.

(L) Upon the written request of Owner, Water District shall notify School District and Owner in writing when a Water District Acquisition Facility has been substantially completed in accordance with its Plans and Specifications and when a Water District Acquisition Facility has been finally completed and is ready for acceptance by Water District.

(iv) For purposes of this Agreement, a Water District Acquisition Facility shall be deemed "substantially completed" when Owner has notified Water District that the Water District Acquisition Facility has been completed in accordance with its Plans and Specifications, Water District's inspector has inspected the facility, prepared a final "punch list" and has determined that the only punch list items required to be completed are items not required for the safe operation of the Water District Acquisition Facility and can therefore be completed after the Water District Acquisition Facility has been opened to or made available for public use. For purposes of this Agreement, a Water District Acquisition Facility shall be deemed "finally completed" when all punch list items have been completed to the satisfaction of Water District, and Water District has accepted the Water District Acquisition Facilities pursuant to subparagraph (a) above.

#### (b) Acquisition and Ownership of Water District Acquisition Facilities.

- (i) For purposes of determining the acquisition price to be paid by the Community Facilities District for the acquisition of each Water District Acquisition Facility, the value of such facility shall be based on the "Actual Costs" submitted by the Owner, as that term is defined in Exhibit "C" attached hereto and incorporated herein by reference. Upon the transfer of ownership of the Water District Acquisition Facilities to Water District, Water District shall be responsible for the maintenance of the Water District Acquisition Facilities.
- (ii) Upon acceptance of the Water District Acquisition Facilities by Water District, Water District shall incorporate the Water District Acquisition Facilities in Water District's system. Following the expiration of any warranty period applicable to the construction of the Water District Acquisition Facilities during which time Owner shall be responsible for the maintenance of the Water District Acquisition Facilities, Water District shall thereafter be responsible for maintenance of the Water District Acquisition Facilities in accordance with all applicable Water District procedures and practices.
- (iii) The School District and the Community Facilities District shall have no responsibility or obligation with regard to the acquisition and ownership of the Water District Acquisition Facilities or any of the Water District Facilities.

#### (c) Payment Requests.

- (i) Notwithstanding the timing of substantial completion or final completion and acceptance of the Water District Acquisition Facilities, Owner may submit a payment request upon substantial or final completion of a Water District Acquisition Facility. The form of payment request to be submitted to Water District by Owner in requesting payment by the Community Facilities District of the acquisition price of the Water District Acquisition Facility, shall be substantially in the form of Exhibit "D-1" hereto. Within ten (10) business days of Owner's submission to Water District of a payment request, Water District shall determine if the Water District Acquisition Facility has been substantially completed and shall either deny or approve the payment request, which approval shall not be unreasonably withheld. If Water District denies any payment request it shall provide Owner a detailed written explanation describing the reasons or rational for such denial. All denied payment requests may be resubmitted for approval. Owner shall reimburse Water District for its actual costs incurred in connection with the processing of such payment requests, including the inspection of the Water District Acquisition Facilities and such amounts shall be included in the acquisition price paid by the Community Facilities District.
- (ii) In connection with Water District's approval of a payment request, Water District and Owner shall authorize the Community Facilities District to disburse the acquisition price with respect to the approved Water District Acquisition Facilities pursuant to a disbursement request, which shall be substantially in the of Exhibit "D-2" hereto. The sole source of funds for payment of the acquisition price or funding with respect to the approved Water District Acquisition Facilities shall be the CFD Proceeds made available by the Community Facilities District for Water District Facilities. Within a reasonable time of School District's receipt of a signed disbursement request, School District shall authorize payment of the disbursement request by the trustee or fiscal agent for the Bonds.

Section 5. Construction, Ownership and Maintenance of School District Facilities and Water District Acquisition Facilities. The Owner and School District, as applicable, shall be solely responsible for the design, acquisition, construction and installation of the School Facilities, and the Water District shall have no responsibility therefor or liability with respect thereto. The School Facilities shall be and remain the sole and separate property of the School District and shall be operated, maintained and utilized by the School District. The Water District shall not have any ownership interest in the School Facilities, and the Water District shall have no responsibility for the operation or maintenance of the School Facilities or any liability with respect thereto.

The Owner shall be solely responsible for the design, acquisition, construction and installation of the Water District Acquisition Facilities, and the School District, the Community Facilities District, and Water District shall have no responsibility therefor or liability with respect thereto. Upon acquisition of the Water District Acquisition Facilities by the Water District, the Water District Acquisition Facilities shall be and remain the sole and separate property of the Water District and, except as otherwise provided herein, shall be operated, maintained and utilized by the Water District. The School District and Community Facilities District shall not have any ownership interest in the Water District Acquisition Facilities, and the School District and Community Facilities District shall have no responsibility for the operation or maintenance of the Water Acquisition District Facilities or any liability with respect thereto.

Section 6. <u>No Water District Liability</u>. The School District, the Water District and the Owner acknowledge and agree that the Water District shall have no responsibility or liability to the School District or the Owner for the establishment of the Community Facilities District, the levy of the Special Taxes, the issuance of the Bonds, the financing, acquisition, construction and installation of the School Facilities, the financing, construction and installation of the Water District Acquisition Facilities, any disclosure made in connection with the offering and sale of the Bonds or any continuing disclosure made at any time with respect to the Bonds.

The Owner shall assume the defense of, and hold Section 7. Indemnification. harmless the Water District and their officers, directors, officials, employees and agents, and each of them, from and against all actions, damages, claims, losses or expenses, including reasonable attorneys' fees and costs, of every type and description to which they may be subjected or put, by reason of, or resulting from, (i) any act or omission of Owner under this Facilities Agreement, (ii) the design, engineering, construction and installation of the Water District Acquisition Facilities to be constructed by Owner, including its consultants, contractors, subcontractors, and anyone directly or indirectly employed by Owner or anyone for whose acts any of them may be liable in connection with the construction of the Water District Acquisition Facilities, the establishment of the Community Facilities District, (iii) the levy of Special Taxes, the issuance of the Bonds, (iv) the financing of all or a portion of the School Facilities and Water District Acquisition Facilities from Bond proceeds or special taxes, and (v) any disclosure made by Owner in connection with the offering and sale of the Bonds or any continuing disclosure made at any time by Owner with respect to the Bonds, or any matters relating thereto. If the Owner fails to do so, the Water District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to, and recover the same from, the Owner.

Moreover, the Owner shall assume the defense of, and hold harmless, the School District and the Community Facilities District, and their respective officers, employees and agents, and each of them, from and against all actions, damages, claims, losses or expenses, including reasonable attorneys' fees and costs, of every type and description to which they may be subjected or put, by reason of, or resulting of any act or omission of Owner with respect to this Facilities Agreement. If Owner fails to do so, the School District and the Community Facilities District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to, and recover the same from, the Owner.

The Water District agrees to assume the defense of, and hold harmless, the School District and the Community Facilities District, and their respective officers, employees and agents, and each of them, from and against all actions, damages, claims, losses or expenses, including reasonable attorneys' fees and costs, of every type and description to which they may be subjected or put, by reason of, or resulting of the acquisition, construction, installation, operation, maintenance or utilization of the Water District Facilities, including the use of CFD Proceeds. If the Water District fails to do so, the School District and the Community Facilities District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to, and recover the same from, the Water District.

Moreover, the School District and the Community Facilities District shall assume the defense of, and hold harmless, the Water District, and their respective officers, employees and agents, and each of them, from and against all actions, damages, claims, losses or expenses, including reasonable attorneys' fees and costs, of every type and description to which the Water District may be subjected or put, by reason of, or resulting of any act or omission of the School District and/or the Community Facilities District with respect to this Facilities Agreement. If the School District and/or the Community Facilities District fail to do so, the Water District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to, and recover the same from, the School District and/or the Community Facilities District.

Section 8. <u>Nature of Allocation of Special Taxes</u>. This Facilities Agreement shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act. The entire amount of the proceeds of the Special Taxes shall be allocated and distributed to the School District.

**Section 9.** <u>Notices.</u> All Written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the parties in writing time to time, namely:

If to the School District/ Community Facilities District:

San Bernardino City Unified School District 777 North F Street San Bernardino, California 92410 Email: terry.comnick@sbcusd.k12.ca.us Attention: Associate Superintendent of Business Facilities and Operations

If to the Water District: West Valley Water District

Post Office Box 920

Rialto, California 92377-0920

Email:jthiel@wvwd.org Attention: General Manager

**If to the Owner:** Pharris Sycamore Flats LLC

150 Paularino Avenue, Suite D250 Costa Mesa, California 92626 Email: klynch@lytledc.com Attention: Kevin Lynch

Each such notice, statement, demand, consent, authorization, offer, designation, request or other hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram, electronic mail or telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

- **Section 10.** <u>California Law.</u> This Facilities Agreement shall be governed and construed in accordance with the laws of the State of California.
- **Section 11.** <u>Attorney Fees.</u> In the event of any legal action or proceeding arising from or related in any way to a breach of or enforcement or interpretation of this Facilities Agreement, each party shall be responsible for its own attorneys' fees and costs.
- **Section 12.** <u>Severability</u>. If any part of this Facilities Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Facilities Agreement shall be given effect to the fullest extent reasonably possible.
- **Section 13.** <u>Successors and Assigns</u>. This Facilities Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- Section 14. No Third Party Beneficiaries. Except as provided explicitly in this Facilities Agreement, no person or entity shall be deemed to be a third–party beneficiary hereof, and nothing in this Facilities Agreement (either express or implied) is intended to confer upon any person or entity other than the Water District, School District, Community Facilities District and Owner any rights, remedies, obligations or liabilities under or by reason of this Facilities Agreement. Owner expects to assign this Facilities Agreement, in whole or in part, to one or more merchant builders that acquires property within the Community Facilities District. This Facilities Agreement may be assigned by Owner to a third party upon the consent of Water District and School District, which consent shall not be unreasonably withheld or delayed.

**Section 15.** <u>Counterparts.</u> This Facilities Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 16. <u>Independent Contractor</u>. In performing this Facilities Agreement, Owner is an independent contractor and not the agent of Water District, School District, or Community Facilities District. Except as provided herein, Water District, School District, and or Community Facilities District shall have no responsibility for payment to any contractor or supplier of Owner. It is not intended by the parties that this Facilities Agreement create a partnership or joint venture among them and this Facilities Agreement shall not otherwise be construed.

**IN WITNESS WHEREOF,** the parties hereto have executed this Facilities Agreement as of the date first written above.

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, a California public school district

	By:
	District
APPROVED AS TO FORM:	
Atkinson, Andelson, Loya, Ruud & Romo, Legal Counsel	
By: Andreas C. Chialtas	
Andreas C. Chialtas	
	WEST VALLEY WATER DISTRICT, a public agency of the State of California
APPROVED AS TO FORM:	By:
By:	
Jeff Ferre Best, Best and Krieger, LLP	By: Greg Young President of the Board of Directors
	PHARRIS SYCAMORE FLATS LLC, a California limited liability company
	By:

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#### **EXHIBIT "A"**

#### DESCRIPTION OF WATER DISTRICT FACILITIES

#### Water District Fees<sup>1</sup>

1.	Capacity Charge	\$15,818 per DU
2.	Fire Service Charge	\$1,558 per DU
3.	Meter Service Installation Charge	\$568 per DU
4.	Irrigation Meter 1 ½"	\$52,674 per Meter
5.	Irrigation Meter 2"	\$84,311 per Meter

#### **Water District Acquisition Facilities**

The type of Water District Acquisition Facilities eligible to be financed by the Community Facilities District under the Act are as follows:

Tract No. 20407 intract water system improvements, including, but not limited to, approximately 9,280 linear feet of 8" water line improvements (including all related pipeline, fittings, service assesmbly, fire hydrants, manholes, gate vales, pressure regulators, and all related appurtenances)

The descriptions of the Water District Acquisition Facilities are preliminary. The final location, scope, nature and specification, of the Water District Acquisition Facilities shall be determined by reference to the final Water District-approved Plans and Specifications for each facility.

<sup>&</sup>lt;sup>1</sup> Amounts stated for each fee are as of the date of this Facilities Agreement. The amounts eligible to be financed shall be the current amounts payable whenever payment is required pursuant to Water District policies.

#### **EXHIBIT "B"**

#### BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS

- 1. Bids shall be solicited at least three (3) qualified contractors from the Water District's approved pipeline contractors list, provided at least three (3) qualified contractors are reasonably available. Owner may also directly solicit bids.
  - 2. The bidding response time shall be not less than ten (10) working days.
- 3. An authorized representative of Water District shall be provided a copy of the tabulation of bid results.
- 4. Contract(s) the construction of the Water District Acquisition Facilities shall be awarded to the qualified bidder submitting the lowest responsible bid, as determined by Owner.
- 5. The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770,1773 and 1773.1. A current copy of applicable wage rates shall be on file in the Office of the Water District Engineer, as required by Labor Code Section 1773.2.

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#### **EXHIBIT "C"**

#### **ACTUAL COSTS**

The eligible costs for the Water District Acquisition Facilities shall include all of the actual costs and expenses, directly or indirectly related to the design, planning, engineering, construction, installation and testing of the Water District Acquisition Facilities (the "Actual Costs"). Actual Costs shall include without limitation, the following:

- 1. Costs for the construction of the Water District Acquisition Facilities, including, without limitation, costs incurred in the employment of licensed contractors to construct, install, complete and test the Water District Acquisition Facilities.
- 2. Allocated grading costs based upon the square footage of grading area for the Water District Acquisition Facilities and the grading of slope areas relating to the Water District Acquisition Facilities as a percentage of the total graded area under the applicable grading contract, if separable.
- 3. All permit fees, inspection fees and other fees actually charged by governmental agencies or other entities, including Water District, arising out of or in connection with the design, planning, engineering, construction, installation or testing of the Water District Acquisition Facilities.
- 4. Costs of tests, inspections, studies, reports and surveys, including, without limitation, any environmental, archaeological, biological or cultural studies or any mitigation requirements that may be requested by federal, state or local agencies evaluations attributable to the Water District Acquisition Facilities.
- 5. Professional costs and fees associated with design, engineering, accounting, inspection, construction staking, materials testing, legal and accounting and other similar services.
- 6. Costs of labor and material payment bonds and contract performance and maintenance bonds.
- 7. Builder's risk insurance, employer's liability insurance and comprehensive liability insurance obtained with respect to the Water District Acquisition Facilities.
- 8. Costs of acquiring from unrelated third parties any fee or easement interest in real property or licenses or encroachment permits to install the Water District Acquisition Facilities, including, without limitation, temporary construction easements, haul road and maintenance easements, the cost to prepare surveys, deeds and easement documents, and professional and escrow fees.
- 9. Construction and project management and supervision not to exceed 5% of the costs of construction of the related Water District Acquisition Facilities.

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10. Costs and expenses of Water District in connection with the performance of its obligations under this Facilities Agreement, including, but not limited to, (i) attorneys, accountants and other professionals retained in connection with Water District's compliance with this Facilities Agreement or any matter related to the design, planning, engineering, construction, installation or testing of the Water District Acquisition Facilities, and (ii) employee time to review the Plans and Specifications, inspect the construction and installation of the Water District Acquisition Facilities and process payment requests. All costs must be properly documented and reasonable to be reimbursed.

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#### EXHIBIT "D-1"

#### FORM OF PAYMENT REQUEST

The undersigned hereby requests payment from the Acquisition and Construction Fund, or any applicable account or subaccount thereof, established by Community Facilities District No. 2024-1 of the San Bernardino City Unified School District (the "CFD), an amount equal to \$\_\_\_\_\_\_ for the Water District Acquisition Facilities (as defined in the Joint Community Facilities Agreement by and among the San Bernardino City Unified School District ("School District"), West Valley Water District ("Water District") and Pharris Sycamore Flats LLC ("Owner"), dated \_\_\_\_\_\_\_, 2024 (the "Facilities Agreement")), all as more fully described in Attachment 1 hereto. In connection with this Payment the undersigned hereby represents and warrants to Water District as follows:

- 1. He(she) is a duly authorized officer or representative of the undersigned, qualified to execute this Payment Request for payment on behalf of the undersigned and is knowledgeable as to the matters set forth herein.
- 2. All costs of the Water District Acquisition Facilities for which payment is requested hereby are those Actual Costs (as described in Exhibit "C" to the Facilities Agreement) and have not been inflated in any respect. The Eligible Costs for which payment is requested have not been the subject of any prior disbursement request submitted to the CFD.
- 3. Supporting documentation (such as third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which payment is requested.
- 4. The Water District Acquisition Facilities for which payment is requested was constructed in accordance with the requirements of the Facilities Agreement.
- 5. The undersigned is in compliance with the terms and provisions of the Facilities Agreement and no portion of the amount being requested to be paid was previously paid.
- 6. The acquisition price for the Water District Acquisition Facilities (a detailed calculation of which is shown in Attachment 1 hereto) has been calculated in conformance with the terms of the Facilities Agreement.
- 7. The Water District Acquisition Facilities have been transferred to the Water District or provision for transfer has been made to the satisfaction of the Water District.
  - 8. All provisions of the Facilities Agreement have been complied with.
- 9. Please authorize payment of the acquisition price by the CFD to the following if other than the undersigned, in the amounts or percentages indicated:

[Insert names of payees and amounts or percentages]

#218437 v2 3040.38 D-1-1

Date:	[OWNER]
	By:
	Name:
	Title:
	ACCEPTED AND APPROVED BY
	WEST VALLEY WATER DISTRICT
	By:
	Name:
	Title:

connect.

I declare under penalty of perjury that the above representations and warranties are true and

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#### **ATTACHMENT 1**

# SUMMARY OF WATER DISTRICT ACQUISITION FACILITIES TO BE ACQUIRED AS PART OF PAYMENT REQUEST

Water District Disbursement
Acquisition Facilities Eligible Costs Requested

[List here Water District Acquisition Facilities which payment is requested, and attach support documentation]

#218437 v2 3040.38 D-1-3

#### EXHIBIT "D-2" DISBURSEMENT REQUEST FORM

#### (Acquisition Facilities/Water District Fees) **Community Facilities District No. 2024-1**

Community Facilities District No. 2024-1 of the San Bernardino City Unified
School District (the "CFD") is hereby requested to pay from the Acquisition and
Construction Fund, or any applicable account or subaccount thereof, established by the CFD,
the sum set forth below and as set forth in the attached payment request:

Construction Fund, or any applicable account or subaccount thereof, established by the CFD, the sum set forth below and as set forth in the attached payment request:				
\$(the "Requested Amount")				
	ount requested hereunder has been expended construction and acquisition of the following District Fees]:			
Water District Acquisition Facilities/Water District Fees	Disbursement Requested			
The Requested Amount is due and payable and has not formed the basis of prior request or payment.  The Requested Amount is authorized and payable pursuant to the terms of the Joint Community Facilities Agreement by and among the San Bernardino City Unified School District, the West Valley Water District ("Water District") and Pharris Sycamore Flats LLC ("Owner"), dated, 2024 (the "Facilities Agreement").				
The Requested Amount shall be paid to the following Payee:				
[Insert name and wire instruction for Payee]				
Capitalized terms not defined herein shall have the meaning set forth in the Facilities Agreement.				
OWNER	WEST VALLEY WATER DISTRICT			
By:	By:			
Its:	Its:			
Dotor	Data			

D-2-1 #218437 v2 3040.38

# EXHIBIT "E" CFD BOUNDARY MAP

[Attached]

#218437 v2 3040.38 E-1

# **EXHIBIT C**

# RESOLUTION NO. 2024-XX RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT ADOPTING A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT AND COMMUNITY FACILITIES DISTRICT NO. 2024-1

WHEREAS, the San Bernardino City Unified School District will be initiating proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") to create Community Facilities District No. 2024-1 of the San Bernardino City Unified School District (East Sycamore Flats Tract 20407) (the "Community Facilities District"), to authorize the levy of special tax (the "Special Tax") upon the land within the improvement areas of the Community Facilities District ("Improvement Area") and to issue bonds (the "Bonds") secured by the Special Tax, the proceeds of which are to be used to finance certain public facilities; and

WHEREAS, the Pharris Sycamore Flats, LLC ("Owner") is the owner of all of the property (the "Property") within the proposed boundaries of the Community Facilities District; and

WHEREAS, the facilities proposed to be financed by the Community Facilities District include certain facilities to be owned, operated and maintained by West Valley Water District (the "Water District Facilities"), as well as facilities to be owned, operated or maintained by the School District (the "School Facilities");

WHEREAS, the Water District Facilities include (i) certain fees and charges included in the Water District's capacity and connection fee program and used to fund master plan water facilities necessary to provide service to the Property (the "Water District Fees"), which fees, as of the date of this Facilities Agreement, are estimated to total \$3,342,394 and (ii) certain other master planned facilities to be constructed by or on behalf of Owner and acquired by Water District for their actual cost, together with appurtenances and appurtenant work, and incidental expenses related thereto (each, a "Water District Acquisition Facility," and collectively, the "Water District Acquisition Facilities");

WHEREAS, upon the construction of the Water District Acquisition Facilities by or on behalf of Owner and the inspection and acceptance thereof by Water District, the Water District Acquisition Facilities will be conveyed to and accepted by Water District;

WHEREAS, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to said Section;

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or resolution of issuance, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities distric Packet Pg. 31

created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

WHEREAS, the Board and the Board of the Water District will each adopt such a resolution;

WHEREAS, subsection (e) of Section 53316.2 of the Act permits the School District to have primary responsibility for formation of a community facilities district;

**WHEREAS**, the School District, the Water District and the Owner desire to enter into this Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities through the levy of Special Taxes and issuance of Bonds by the Community Facilities District;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the West Valley Water District as follows:

The Joint Community Facilities Agreement, presented at this meeting, is hereby approved and adopted.

#### ADOPTED, SIGNED, AND APPROVED THIS 1st DAY OF AUGUST, 2024.

DIRECTORS:

AVES:

NOES: ABSENT: ABSTAIN:	DIRECTORS: DIRECTORS: DIRECTORS:	
		Greg Young, President of the Board of Directors of West Valley Water District
ATTEST:		
Elvia Dominguez		
Board Secretary		



#### BOARD OF DIRECTORS ENGINEERING, OPERATIONS AND PLANNING COMMITTEE STAFF REPORT

DATE: July 25, 2024

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: CHANGE ORDER NO. 5 WITH PCL CONSTRUCTION, INC. FOR THE

OLIVER P. ROEMER WATER FILTRATION FACILITY UPGRADE AND

**EXPANSION PROJECT** 

#### **BACKGROUND:**

In February 2023, the Board of Directors approved a \$3,000,000 construction contingency for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion project for potential changes identified during the construction activities of the project. Construction contingency is a form of risk management used to maintain project efficiencies, maintain the project's schedule and help to ensure material and workmanship quality. It is also used to cover other costs such as:

- Addressing conflicts resulting from unidentified conflicts
- Unforeseen changes in the scope of work
- Owner-requested changes and/or design upgrades and modifications

Attached as Exhibit A is Change Order No. 5 for the above referenced project. This change order includes "extra" items of work arising from unexpected utility conflicts with proposed improvements, lack of accurate as-built records and/or malfunctioning existing equipment. A brief description of each "extra" item of work listed in the change order is provided below:

- 1. Additional Safety Handrailing System for Filter Building No. 1: Due to the deletion of the existing filter building's vertical steel panels (siding) to merge both filter buildings 1 and 2 near the existing stairs leading to the basement of filter building 1 ultraviolet reactors, the District requested the contractor install new handrails along the deleted siding of filter building 1 to address fall hazards.
- 2. <u>Backwash Recycle Waterline Reroute near Pretreatment Structure:</u> In order to convey the decanted water from decant ponds 1 through 6 during filter backwash cycles to the pretreatment structure for reuse, the proposed 12-inch waterline and its appurtenances conflicted with an unidentified utility duct banks near the pretreatment structure, thus requiring reroute of the proposed 12-inch backwash recycle waterline.

- 3. <u>Retaining Wall Reroute:</u> An unidentified fiber optic vault and interconnecting duct bank was in conflict with the proposed retaining wall near filter building 1. To protect this duct bank, which is a source of telemetry communication between filter building 1 and the "afterbay" structure located across N. Riverside Avenue, necessary modifications were made to the proposed retaining wall alignment layout.
- 4. Unidentified Utilities between Reservoir R5-2 and Pump Station PS6-1: Unidentified electrical and water related appurtenances were encountered during trenching and installation of a new electrical duct bank between reservoir R5-2 and pumpstation PS6-1, which required additional work to protect the existing utilities in-place during course of proposed improvements.
- 5. Pretreatment Effluent Sample Pump Unforeseen Conditions: The location of the electrical duct bank supplying power to the pretreatment structure's effluent sampling pump and the waterline conveying effluent water sample to the analyzers located in the adjacent chemical building differed from the record-drawings. These utilities needed to be relocated as they were in conflict with the proposed electrical transformer slab box.
- 6. Impacts to the Proposed 30-inch Waterline to Reservoir R5-2: Unidentified large and small diameter waterlines were encountered along Linden Ave during potholing operations for the proposed 30-inch waterline installation, which will convey the additional 7.2 MGD of treated (potable) water from the Roemer expansion project. These utility conflicts along with trenching operations adjacent to District's existing asbestos-cement (transite) distribution pipe in Via Bello Drive required modifications to the original proposed alignment which resulted in additional potholing, traffic control, installation depth, shoring, and permanent pavement repairs. This item of work also includes full-width pavement repairs of Via Bello Drive.
- 7. <u>Troubleshooting Air-Blowers in Filter Building 1:</u> During the commissioning of newly installed (replaced) air blowers by PCL, it was discovered that filter number 5 was not receiving sufficient volume of air to its contact-adsorption-clarifier module. PCL's staff assisted District's onsite operations staff in identifying a malfunctioning double leaf check valve.
- 8. <u>Operations Building:</u> The District requested PCL to expedite the construction schedule of the new operations building which resulted in cost impacts due to overtime work.
- 9. <u>Credit for Turbidity Meter at Lytle Creek Water Intake Building:</u> District determined that a new turbidity meter at the Lytle Creek Intake location is not necessary since one is already in place and functioning; therefore, the District directed PCL to provide credit for this turbidity meter.

No time impacts to the project schedule is expected from this change order.

#### **FISCAL IMPACT:**

The cost to perform the additional work as outlined in Change Order No. 5 is \$475,432.58. The cost for this change order is to be covered through the existing construction contingency which will leave \$2,000,550.22 available for any future change orders if needed. This change order will increase the contract amount to \$60,116,320.78.

#### **STAFF RECOMMENDATION:**

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

- 1. Approve Change Order No. 5 with PCL Construction, Inc. in the amount of \$475,432.58 for the Oliver P. Roemer WFF Upgrade and Expansion Project and;
- 2. Authorize the General Manager to execute all necessary documents.

#### ATTACHMENT(S):

1. Exhibit A - PCL Construction Inc. Change Order No. 5

## **EXHIBIT A**

#### WEST VALLEY WATER DISTRICT

### **CHANGE ORDER**

Order No. <u>5</u>
Date <u>7/12/2024</u>
Agreement Date <u>10/31/2022</u>
Sheet <u>1</u> of <u>2</u>

Owner: West Valley Water District

Project: Oliver P Roemer Water Filtration Facility Upgrade and Expansion

Contractor: PCL Construction, Inc

The following changes are hereby made to the Contract Documents:

ITEM NO.	EXTRA WORK DESCRIPTION	ADD	<b>DEDUCT</b>	CALENDAR DAYS
1	Additional Handrailing	\$10,238.00	-	-
	system at the existing Filter Building 1			
2	Reroutes at the North-end of the Pre-Treatment Building	\$41,115.89	-	-
3	Retaining Wall Reroute	\$30,328.00	_	
4	Discrepancies/Unforeseen utilities at R5-2	\$19,367.94	-	-
5	Pre-Treatment Sample Pump Unforeseen Conditions	\$11,525.38	-	-
6	Impacts to 30-inch Water main	\$323,571.97	-	-
7	Troubleshooting Blowers	\$3,626.00	-	-
8	Operations Building	\$42,509.40	-	-
9	Credit for descoping the Turbidimeter at the Lytle Creek Intake building	-	(\$6,850.00)	-
	TOTALS	\$482,282.58	(\$6,850.00)	-
TOTALS F	OR CHANGE ORDER NO.	5 \$475,4	132.58	0

#### **JUSTIFICATION:**

<u>For item#1</u> - Per the West Valley Water District's request, additional panels of the existing Filter Building 1 are being deleted by the stairs leading to the basement. In order to address the fall hazard that will be created by the deletion of the panels, a handrailing system is required in

the area. Furthermore, PCL's proposal and budget assumed that all panels with cross bracing would be kept in place.

For item# 2 - Cost impacts associated with two unforeseen utilities identified near the Pre-Treatment Facility and a 58-inch-wide duct bank with a different location than what is shown in the provided record drawings. The two unforeseen underground utilities classified as an abandoned 1-foot 3-inch-wide duct bank and a 4-inch PVC(Polyvinyl chloride) water line were discovered during the installation of duct bank's (DB) 06 and 08, preceding the installation of the 12" backwash recycle line (12" REC) connecting backwash ponds 1-6 to the Pre-Treatment Facility. The record drawings provided at the time of proposal do not show any of these unforeseen lines. Due to these unforeseen utilities' location additional design and construction efforts are required to finalize the routing of DB-06 & 08 and the remainder of 12" REC line left to be installed beyond the temporary bypass currently in place. From potholing it was determined the 58-inch-wide duct bank has a differing location than what is shown in the record drawings. The 58" wide duct bank's actual location would not allow for the installation of the check valve vault needed to house the future sludge line check valve.

<u>For item#3</u> –PCL notified the District on January, 23 2024 of the differing site condition that an unforeseen fiber optic vault and interconnecting duct banks were conflicting with the proposed retaining wall. As mentioned in the email correspondence, neither the vault nor duct banks were provided in any of the record drawings or 30-percent contract documents. Below is a summary of the additional work created due to this unforeseen condition.

- Additional potholing was needed to verify that a reroute would entirely avoid these fiber optic duct banks.
- Structural and Civil Redesign of the retaining wall.
- Replacing the existing fiber optic vault with a traffic-rated vault.
- Additional backfill needed to bring the widened road to elevation.

For item#4 – Item associated with the cost impacts related to the unforeseen conditions and utilities at Zone 6-1 pump station. Due to the lack of accurate record drawings for the El Verde Pump Station/ Zone 6-1 pumping station area during the proposal phase, differing site conditions were encountered in the area. As detailed in our emails to GHD on April 18 and 24, 2024, PCL encountered an existing duct bank, which was not shown in the record drawings provided during the RFP process. The district's drawings provided back in November 2023 (post-project award) also lacked elevations for the duct banks. As a result, additional efforts were needed to miss the duct bank, such as extra hand digging and material handling. Additionally, PCL encountered a 2" Galvanized Iron Pipe (G.I.P.) sample and two unrecorded electrical conduits, which both differ from the drawings provided post-award. The repair and rerouting of 2" G.I.P Line was performed by PCL. The two unrecorded electrical conduits running from the El Verde Pump Station to an electrical vault were also found without proper encasement or required coverage. Repair was performed by LEED Electric. Furthermore, the El Verde pump station's foundation deviates from the 1986 record drawings, which indicated a uniform 2' formed concrete foundation for the CMU wall. Instead, we found uneven footing extending 14"-18" in certain areas, encroaching on the planned path of the electrical duct bank. Following Stantec's guidance, PCL chipped the protruding footing to maintain an 8" distance from the CMU wall face, ensuring proper installation of the electrical duct bank. As communicated to GHD/West Valley

Water District and in accordance to the Prime Contract's, PCL performed the work associated with this change under a time and material basis, as described below.

For item#5- This item relates to the cost impacts associated with the unforeseen conditions encountered at the pre-treatment area pertaining to the Sample Pump. During the potholing process for the installation of the SCE(Southern California Edison) 10' x 12' transformer, unforeseen utility conditions were encountered. PCL encountered an existing duct bank for a single electrical conduit and a water line utility. These utilities were shown in the record drawings provided by WVWD, but not in the indicated locations. The location of the utilities that connect the Pre-Treatment Sample Pump and the analyzers inside the chemical building, as depicted in the 2006 record drawings, was inaccurate. The 2006 record drawings show the Sample Pump <sup>3</sup>/<sub>4</sub>" PVC water line and electrical conduit running approximately 1'-3"(one foot and three inches) along the pre-treatment concrete wall, under the concrete stairs, and into the chemical building where the analyzers are located. However, while potholing, we discovered that the actual conditions showed the <sup>3</sup>/<sub>4</sub>" PVC line being 10'-6"(ten feet and six inches) from the pre-treatment concrete wall. Additionally, the single electrical conduit was encased, which was not shown in the record drawings. PCL had to demolish the concrete-encased duct bank for LEED Electric to be able to relocate the conduit.

<u>For item#6</u>- This item refers to the cost impacts caused by unforeseen water lines found in Linden Ave and West Via Bello Dr. The main components of this change order are:

- a. Three unforeseen underground water lines classified as 37-inch CML-C(Cement-mortar lined and coated), 43-inch CML-C and a 12-inch Asbestos Cement Pipe (ACP) were discovered during potholing activities in preparation for the installation of 30-inch treated water main connecting the Effluent Pump Station to Reservoir R5- The record drawings provided at the time of proposal did not show any of these unforeseen lines. As part of the investigations performed out in the field, it was determined the 37-inch & 43-inch water lines belong to Fontana Water Company, and the 12-inch ACP pipe belongs to the West Valley Water District.
- b. Upon potholing, two waterlines (a 37-inch and 43-inch) belonging to Fontana Water Company were identified within Linden Ave. The location of the aforementioned pipelines conflicts with the proposed location of the new 30-inch water main that will connect the Oliver P Roemer Water Filtration Facility to the Reservoir R5-2. Therefore, the alignment of the new water line had to be revised to avoid the existing lines. The additional efforts include but are not limited to, additional potholing activities (tracked on time and material basis for further investigations within the area, extra depth for installing the water line within Linden, extra saw-cut, and additional repaving costs.
- c. The location of the two new pull boxes for the fiber line that connects the Roemer plant to the reservoir will also be impacted due to the updated alignment in Linden Ave. Previously, the 30-inch water main's alignment within the shoulder of Linden Ave. allowed for these pull boxes to be set within the shoulder of the roadway at each of the waterlines 90-degree bend's to not exceed the fiber optic's maximum allowable bends of 180-degrees at finished grade in the water main's trench. From the new alignment, pull boxes would be required within Linden Ave., which the City of Rialto will not allow per

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the City's standards. To comply with their standards, the two fiber optic pull boxes will need to be set within the south shoulder of Linden Ave. The additional efforts include but are not limited to excavating a new trench for the fiber conduit on the south shoulder of Linden Ave, an added crossing at Linden Ave. to reconnect with the fiber conduit being installed up W Via Bello Ave. requiring additional traffic controls, and backfilling the fiber conduit's trench and pull boxes.

d. The existing 12" ACP water main waterline's location and pipe material properties required an alignment adjustment to the 30" Treated Waterline, shifting it two and a half feet closer to the centerline of W Via Bello Dr. The design update is required in order to ensure that the existing water main (12-inch) that services the homeowners on Via Bello Dr is not undermined or at risk while excavating at a substantially greater depth next to it. Although the alignment of the new 30-inch water main are within half the road width along W Via Bello, the City of Rialto has informed PCL and Ferreira that, at their discretion, they might require all the road to be repaved. Since PCL included pavement restoration for only half of the road, the additional paving efforts will be extra to the project.

<u>For item#7</u> – This item relates to the cost impacts associated with troubleshooting of the new blowers for the Oliver P Roemer Water Filtration Upgrades and Expansion Project. While commissioning the new replaced blowers, a few issues beyond PCL's control were identified. Firstly, PCL identified the filter 5 was not getting sufficient air to properly complete the flushing cicles. It was identified that the root cause of this air deficiency is the malfunction of the existing equipment, particularly filter 5 and a double leaf check valve tying into the same filter. Once the valve replacement was done, it was confirmed that the new blowers were functioning properly.

<u>For item#8-</u> The WVWD has requested PCL to accelerate the Operations Building schedule. The cost impacts associated to this item are related to Overtime work.

<u>For item#9-</u> Descope the turbidimeter located at the Lytle Creek Intake since there is already a current one in place. The WVWD directed PCL not to replace the equipment. Therefore, credit is being provided.

#### **CHANGE TO CONTRACT PRICE**

Original Contract Price	\$ 59,116,871.00
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>59,640,888,20</u>
Contract Price due to this Change Order shall be increased	\$ 475,432.58
New Contract Price including this Change Order	\$ 60,116,320.78

## **CHANGE TO CONTRACT TIME**

Contract Time will be	No time impacts (Calendar Days)
Date for Completion of all Work	05/31/2025
•	(Date)

## **REQUIRED APPROVALS:**

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

*	Kevin Goetz	7/16/24
Requested By (Contractor)	(Print Name)	Date
Jan Sk	Paul Hermann	7/17/24
Recommended By (Project Manager)	(Print Name)	Date
	Rocky Welborn	
Recommended By (Director of Engineering)	(Print Name)	Date
	John Thiel	
Recommended By (General Manager)	(Print Name)	Date
Accepted By (Owner)	(Print Name)	Date

ITEM 1



April 3, 2024

Paul Hermann Water Market Leader GHD 320 Goddard Way, Suite 200 Irvine, CA 92618

Linda Jadeski Director of Engineering West Valley Water District 855 W. Base Line P.O. Box 920 Rialto, CA 92377

Attn: Paul Hermann and Linda Jadeski

RE: Addition of Handrail at Stair Well where FB1 & FB2 meet.

Mr. Hermann and Ms. Jadeski,

Please accept the attached package as a Change Request for the additional handrail. Per the West Valley Water District's request, additional panels of the existing Filter Building 1 are being deleted by the stairs leading to the basement. In order to address the fall hazard that will be created by the deletion of the panels, a handrailing system is required in the area. Furthermore, PCL's proposal and budget assumed that all panels with cross bracing would be kept in place.

Below is a summary of the additional associated with this handrail.

- Supply and Install of approximately 30ft additional Handrail
- Submittals Drawings, Engineering Calculations and Field Verification.

In accordance with the Prime Contract's section 9.1 – Change Orders, PCL respectfully and in good faith requests that the West Valley Water District accept this Change Request, as the Design-Builder was asked to provide this due to the wall panels being removed next to the stair well.

Sincerely,



Kevin Goetz Project Manager kgoetz@pcl.com

3900 Kilroy Ave Way, Suite 110 Long Beach, CA 90806 Telephone: (858) 657-3400 ♦ Website: www.pcl.com

## PCL Construction, Inc. 3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

## **CHANGE ORDER PROPOSAL**

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO#	TBD
DATE:	4/1/24
ESTIMATOR:	GM

DESCRIPTION:

Hand Rail for Stair Well

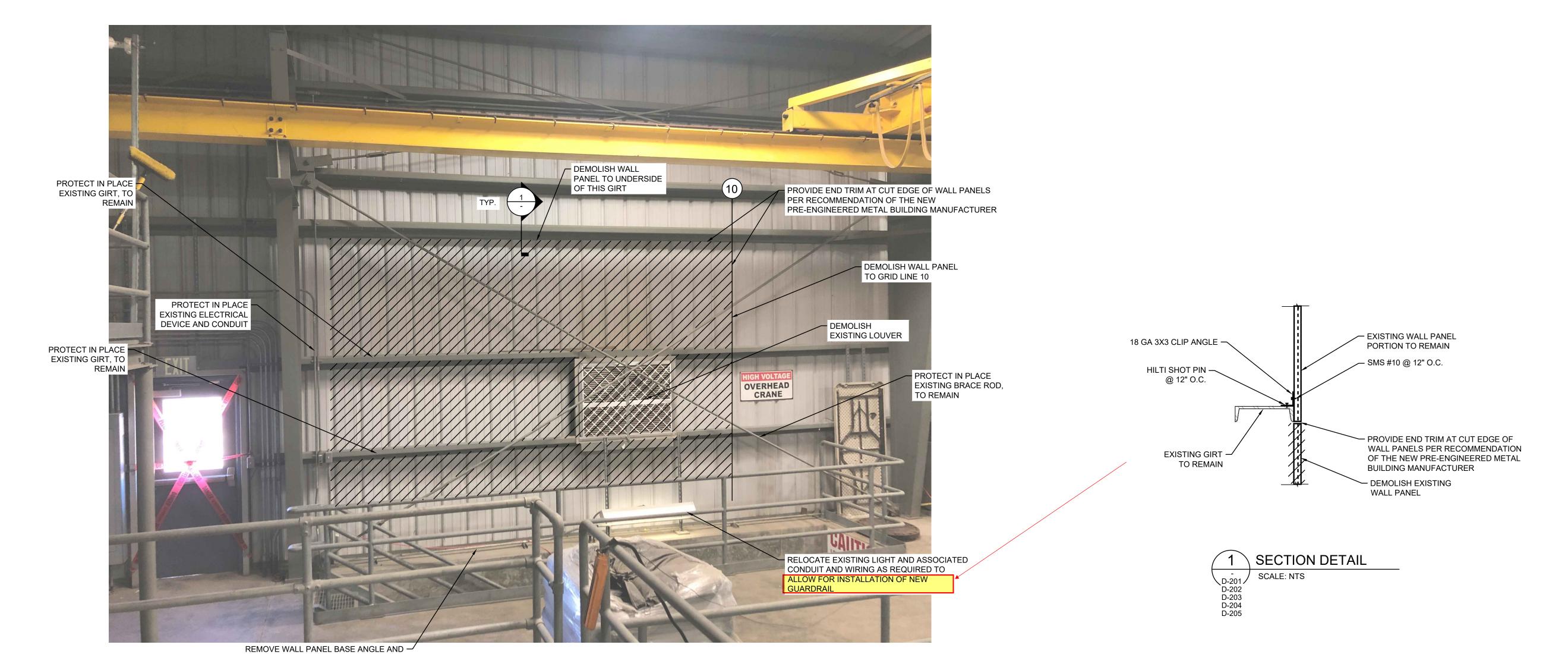
DIRECT ESTIMATE		
LABOR		\$ -
EQUIPMENT		\$ -
MATERIALS		\$ -
SUBCONTRACTOR		\$ 9,750
SUBTOTAL		\$ 9,750
DIRECT MARKUP		
LABOR	25%	\$ -
EQUIPMENT	20%	\$ -
MATERIALS	15%	\$ -
SUBCONTRACTOR	5%	\$ 488
SUBTOTAL MARKU	P	\$ 488
SUBTOTAL WITH DIRECT MA	RKUP	\$ 10,238

TOTAL ADDITIONAL WORK \$ 10,238

GRAND TOTAL THIS CHANGE \$ 10,238

Hand Rail for Stair Well DATE 04/01/24

				LABOR EXPENSE				VEN	DOR			T
QTY	UNIT	E	EQUIP		MANHOURS		MOUNT	SUPPLIED	MATERIALS	SUBCONTRACTOR		TOTAL
		U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
												\$ -
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1.0	LS									\$ 9,750	\$ 9,750	\$ 9,75
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			\$ -				\$ -		\$ -		\$ 9,750	\$ 9,75
												_
			\$ -									
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5%											\$ 488	
	-	-	\$ -		-		\$ -		\$ -		\$ 10,238	\$ 10,23
	Notes:	_										
	20% 5% 25% 15%	20% 5% 25% 15% 5%	U.P.  1.0 LS  20% 5% 25% 15%	U.P. TOTAL  1.0 LS  20% \$ -  5%  25%  15%  5%	U.P. TOTAL MH/UNIT  1.0 LS  20% \$ - 5% 25% 15% 5%	QTY UNIT EQUIP MANHOURS  U.P. TOTAL MH/UNIT TOTAL  1.0 Ls	QTY UNIT EQUIP MANHOURS AI  U.P. TOTAL MH/UNIT TOTAL U.P.  1.0 LS \$ -  20% \$ -  5% 25% 15% 5%	QTY UNIT EQUIP MANHOURS AMOUNT U.P. TOTAL MH/UNIT TOTAL U.P. TOTAL  1.0 LS \$ - \$ - \$ - \$ - \$ - \$ 5%  225% 25% 3 5 6 5%	QTY UNIT EQUIP MANHOURS AMOUNT SUPPLIED  U.P. TOTAL MH/UNIT TOTAL U.P. TOTAL U.P.  1.0 LS  20% \$ -  5%  25%  25%  \$ -  \$ -  \$ -  \$ -  \$ -  \$ -  \$ -  \$	QTY   UNIT   EQUIP   MANHOURS   AMOUNT   SUPPLIED MATERIALS   U.P.   TOTAL   U.P.   U.P.	QTY         UNIT         EQUIP         MANHOURS         AMOUNT         SUPPLIED MATERIALS         SUBCON           U.P.         TOTAL         MH/UNIT         TOTAL         U.P.         TOT	QTY         UNIT         EQUIP         MANHOURS         AMOUNT         SUPPLIED MATERIALS         SUBCONTRACTOR           U.P.         TOTAL         U.P.         TOTAL         U.P.         TOTAL         U.P.         TOTAL           U.P.         TOTAL         U.P.         TOTAL         U.P.         TOTAL         U.P.         TOTAL           U.P.         TOTAL<



EX FILTER BUILDING WALL DEMOLITION GRIDLINE 9 TO 10

NO SCALE

FASTENERS. FILL HOLES AND DIVETS WITH GROUT; PROVIDE A FINISH FLUSH WITH

Permit/Seal C-33920 Project No.: 184031687 File Name: 31687D-206 Scale: AS SHOWN 
 VH
 SN
 ES/EM
 2023.10.27

 Dwn.
 Dsgn.
 Chkd.
 YYYY.MM.DD
 FILTER BUILDING 1 WALL DEMOLITION GRIDLINE 9 TO 10 Revision: Sheet: 80 of 369 Drawing No.
D-206

3.3.a

23.11.03 11:16:00 AM

OPIGINAL SHEET - ANSI D

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ITEM 2



June 10, 2024

Paul Hermann Water Market Leader GHD 320 Goddard Way, Suite 200 Irvine, CA 92618

Shah Nawaz Senior Engineer West Valley Water District 855 W. Base Line P.O. Box 920 Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

# RE: Unforeseen Utilities Near Pre-Treatment Facility - Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

Mr. Hermann and Mr. Nawaz,

Please accept the attached package as a Change Request due to the cost impacts caused by two unforeseen utilities identified near the Pre-Treatment Facility and a 58-inch-wide duct bank with a differing location than what is shown in the provided record drawings. The two unforeseen underground utilities classified as an abandoned 1-foot 3-inch-wide duct bank and a 4-inch PVC water line were discovered during the installation of duct bank's (DB) 06 and 08, preceding the installation of the 12" backwash recycle line (12" REC) connecting backwash ponds 1-6 to the Pre-Treatment Facility. The record drawings provided at the time of proposal do not show any of these unforeseen lines. Due to these unforeseen utilities' location additional design and construction efforts are required to finalize the routing of DB-06 & 08 and the remainder of 12" REC line left to be installed beyond the temporary bypass currently in place. From potholing it was determined the 58-inch-wide duct bank has a differing location than what is shown in the record drawings. The 58" wide duct bank's actual location would not allow for the installation of the check valve vault needed to house the future sludge line check valve.

As these utilities were not provided in any of the record drawings or contract documents, we see this being characterized as differing site conditions supported by the following points:

- Upon excavating for the continuation of DB-08 from the hydroelectric building, the abandoned duct bank belonging to West Valley Water District (WVWD) was identified to be conflicting with DB-06 and DB-08's tentative pullbox location's and two known crossings with the future 12" REC line. Considering the abandoned duct bank's nature of not being utilized, PCL, Stantec and GHD concluded that this duct bank should be demoed to allow for the installation of DB-06, DB-08 and the remainder of 12" REC line.
- The 58-inch-wide duct bank is shown to be outside of the northern most roadway running along the Pre-Treatment Facility to the Hydro Electric Building. As previously mentioned, this differing location identified from potholing activities determined a separation from the existing sludge line of only 1-foot near where the sludge check vault was to be installed. With only 1-foot of separation from the sludge line, this determined insufficient separation to allow for the installation of the sludge line check valve vault. The 58-inch-wide duct

#### PCL CONSTRUCTION INC.

3750 Schaufele Ave, Suite 270
Long Beach, CA 90808
Telephone: (858) 657-3400 ♦ Website: www.pcl.com



bank location maintains this same differing location in the roadway up to the hydroelectric building. Due to its location along the length of the sludge line, alternative solutions to prevent backflow from the 12" REC were required to meet the design criteria to allow for flushing the sludge line. Without the ability to install a vault intended to house the check valve, future maintenance to the check valve would not be viable. In efforts to meet the design intent of preventing the recycle lines flushing operation on the sludge line, GHD proposed utilizing a rubber flex duckbill check valve at the inlet of the sludge line secured in place by agreed on methods throughout design discussions between PCL, Stantec and GHD and formalized in submittal number 00643.2 (SUM-00643.2). In summary the duckbill check valve will be utilized and set in the sludge line inlet's origin at the Pre-Treatment Facility by setting the duckbill check valve in the 10-inch opening and secured by a 316SS plate secured with 316SS expansion anchors to avoid damaging the inlets surrounding concrete if the flange was directly anchored to the concrete. Two installations of grout are also needed direct all sludge into the inlet and duckbill check valve opening. This change request formalizes the removal of labor and material required to install the sludge check valve and vault as well as the addition of the new duck bill check valve.

- The unknown 4-inch PVC line location led to an updated design to the above ground pipe needed for the 12-inch butterfly valve's and Air Vac assemblies. Due to the depth of the 4-inch PVC line where the 12" REC was intended to cross, a drastic dive in elevation would be needed creating deeper excavations for the 12" REC before extending above ground as shown in the IFC drawing sets. To avoid this additional depth or a reroute of the 4-inch PVC line an updated design was proposed to avoid this crossing entirely which also would allow for the original asphalt road width at sludge pond 3. This preference was discussed with WVWD plant operators, GHD and Stantec prior to moving forward with it's design.
- The existing site conditions mentioned above brought required design updates to accommodate each of them on a case-to-case basis. With each design update, credits and debits were assessed using the applicable IFC drawings as the basis for determining the credits or debits coinciding with each updated design. The credited or debited amounts formalize the cost differences found in material, labor and equipment needed to implement each design update. When a combination of credits and debits was identified, an itemization of their respective amounts has been evaluated and included within this Change Request to ensure all parties involved have a clear and concise understanding of all cost variances found in the required design updates made in efforts of meeting the original design's intent.

Finally, in accordance with the Prime Contract section 4.2 – Differing Site Conditions, PCL respectfully and in good faith requests that the West Valley Water District accept this Change Request, as the Design-Builder finds the aforementioned utilities' location materially differ and could not have been discovered, or reasonable inferred, from the Contract Documents or a thorough inspection of the Project Site by the Design-Builder. These updates to the backwash recycle line, sludge check valve/vault to avoid conflicts with these unforeseen utilities are considered the most cost-effective solution to meet all design criteria set forth in the Contract Documents.

Sincerely,



Kevin Goetz Project Manager kgoetz@pcl.com

PCL CONSTRUCTION INC.

3750 Schaufele Ave, Suite 270
Long Beach, CA 90808
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

## PCL Construction, Inc. 3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

## **CHANGE ORDER PROPOSAL**

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 6/24/24
ESTIMATOR: SF

DESCRIPTION:

**Unforeseen Utilities at Pre-Treatment Facility** 

	DECT	EST	1 N A A 1	ᆮ
DIL	₹EC I	ESI	IIVIA	

SUBTOTAL	\$ 34,237.29
SUBCONTRACTOR	\$ 1,087.00
MATERIALS	\$ 11,858.89
EQUIPMENT	\$ 5,548.79
LABOR	\$ 15,742.61

#### **DIRECT MARKUP**

SUBTOTAL MARKUP		\$ 6,878.60
SUBCONTRACTOR	5%	\$ 54.35
MATERIALS	15%	\$ 1,778.83
EQUIPMENT	20%	\$ 1,109.76
LABOR	25%	\$ 3,935.65

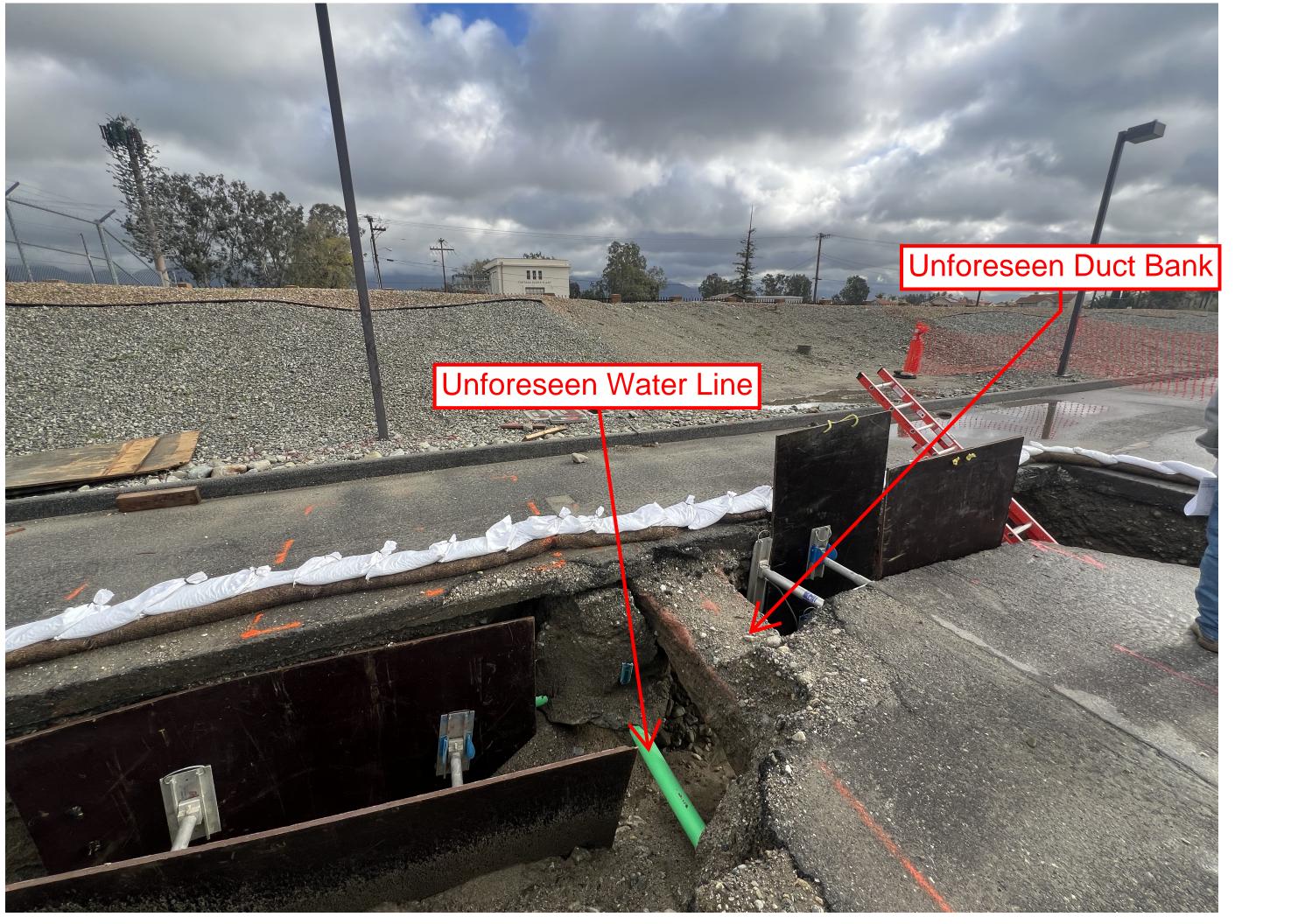
SUBTOTAL WITH DIRECT MARKUP \$ 41,115.89

TOTAL ADDITIONAL WORK \$41,115.89

GRAND TOTAL THIS CHANGE \$41,115.89

Unforeseen Utilities at Pre-Treatment Facility DATE 06/24/24

DESCRIPTION	QTY	UNIT		E	EQUIP	MANE	LAB IOURS	OR EXPENS A	<u>E</u> MOUNT	VENI SUPPLIED M		SUBCON	TRACTOR	TOTAL
LABOR			U.F		TOTAL	MH/UNIT	TOTAL		TOTAL	U.P.	TOTAL	U.P.	TOTAL	
			1											
I. Work Performed on T&M Basis prior to the redesign  Nork performed on T+M [Tickets dated 2-13-24, 2-14-24, 3-13-24, 4-5/24]	1.0	LS				\$ 40.00	\$ 40.00	\$ 3,367.00	\$ 3,367.00					\$ 3,3
2. Efforts associated to demolishing an unforeseen duct bank			-											
Sawcut asphalt above abandoned duct bank (2) - [Laborer Group 4]	122.0	LF	-			\$ 0.03	\$ 8.00	\$ 84.14	\$ 673.09					\$ 6
Sawcut asphalt above abandoned duct bank [Laborer Foreman]	122.0	LF				\$ 0.03	\$ 4.00	\$ 86.58	\$ 346.33					\$ 3
Strip sawcut asphalt to demo duct bank [Operator Group 8] Strip asphalt [Laborer Group 4]	92.0 92.0	SF				\$ 0.04 \$ 0.04	\$ 4.00		\$ 336.55					\$ 4 \$ 3
Strip asphalt [Laborer Foreman]	92.0	SF	₩			\$ 0.04	\$ 4.00	\$ 86.58	\$ 346.33					\$ 3
Demo existing duct bank [Operator Group 8] Demo existing duct bank (2) - [Laborer Group 4]	61.0 61.0	LF LF				\$ 0.39 \$ 0.39		\$ 109.04 \$ 84.14						\$ 2,6 \$ 4,0
Demo Existing duct bank [Laborer Foreman]	61.0					\$ 0.39								\$ 2,0
Backfill after duct bank demo [Operator Group 8]	1.0					\$ 4.00								\$ 4
Backfill after duct bank demo [Laborer Group 4] Backfill after duct bank demo [Laborer Foreman]	1.0		-			\$ 4.00 \$ 4.00								\$ 3 \$ 3
Additional Depth/excavation at DB-08/speed shore installation/removal [Operator Group 8]	1.0		1			\$ 8.00								\$ 8
Additional Depth/excavation at DB-08/speed shore installation/removal [Laborer Group 4]	1.0	LS				\$ 8.00	\$ 8.00	\$ 84.14	\$ 673.09					\$ 6
Additional Depth/excavation at DB-08/speed shore installation/removal [Laborer Foreman]	1.0	LS	-			\$ 8.00	\$ 8.00	\$ 86.58	\$ 692.65					\$ 6
3. Efforts associated with added pipe support per new design			$\blacksquare$											
Excavate/Backfill pipe support foundation/ Over ex for formwork [Operator Group 8]	1.0					\$ 4.00	\$ 4.00 \$ 4.00							\$ 4
Excavate/Backfill pipe support foundationOver ex for formwork [Laborer Group 4]  Excavate/Backfill pipe support foundationOver ex for formwork [Laborer Foreman]	1.0					\$ 4.00 \$ 4.00		\$ 84.14 \$ 86.58						\$ 3 \$ 3
	_	<del>-</del>	₩-	-										
Form/Strip pipe support fdn (4'x'4'x2' ; 32 SF each ) [Carpenter Apprentice 1]	1.0		1			\$ 8.00 \$ 8.00								\$ 42 \$ 70
Form/Strip pipe support fdn (4'x'4'x2' ; 32 SF each ) [Carpenter Journeyman] Place Pipe Support Foundation [Laborer Group 4]	2.0	CY				\$ 1.50	\$ 3.00	\$ 84.14	\$ 252.41					\$ 25
Place Pipe Support Foundation [Laborer Foreman] Place Pipe Support Foundation [Cement Mason]	2.0		oxdot			\$ 1.50 \$ 1.50								\$ 2 \$ 2
4. Efforts associated with installing the new duckbill check valve per new design	1	-	$\vdash$											
		10	1			¢ ^^~	\$ 000	¢ 0111	\$ 84.14					\$
Grout Placement for duckbill check valve [Laborer Group 4] Grout Placement 1/2 for duckbill check valve [Cement Mason]	1.0	LS				\$ 8.00 \$ 8.00	\$ 8.00	\$ 73.50	\$ 73.50					\$
Install SS plate, duckbill check valve neopreen and expansion anchors [Laborer Group 4] Install SS plate, duckbill check valve neopreen and expansion anchors [Laborer Foreman]	1.0		-			\$ 6.00 \$ 6.00								\$
Grout Placement 2/2 for duckbill check valve [Laborer Group 4]	1.0	LS				\$ 6.00 \$ 6.00	\$ 6.00	\$ 84.14	\$ 504.82					\$ 5 \$
Grout Placement 2/2 for duckbill check valve [Concrete Mason]	1.0	Lo				\$ 6.00	\$ 6.00	\$ 73.50	\$ 75.50					ş
5. Credit for not installing a Pre-Cast vault and check valve	_		$\vdash$											
Labor for vault/checkvalve install [LS Estimate Amount]  Labor Credit for reduction in 12" REC pipe (33 LF @ 4.137 LF/HR) [Laborer Foreman]	(1.0)	LS LF	1			\$ 38.00 \$ 4.14	\$ (38.00) \$ (7.98)							\$ (3,5 \$ (6
Labor Credit for reduction in 12" REC pipe (33 LF @ 4.137 LF/HR) [Laborer Group 4]	(33.0)	LF.				\$ 4.14	\$ (7.98)	\$ 84.14	\$ (671.14)					\$ (6
Labor Credit for reduction in 12" REC pipe (33 LF @ 4.137 LF/HR) [Operator Group 8]	(33.0)	) LF				\$ 4.14	\$ (7.98)	\$ 109.04	\$ (869.75)					\$ (8
			-											
EQUIPMENT  Equipment from T+M work [Tickets dated 2-13-24, 2-14-24, 3-13-24, 4-5/24]	1.0	LS	\$ 1,7	703.69	\$ 1,703.69									\$ 1,7
Walk behind saw [sawco]	8.0	HR	\$	19.42	\$ 155.36									\$ 1
Bobcat E88 R2 Excavator [Tracs] 10 CY Dump Truck [truof]	32.0 36.0		\$	51.65 65.65	\$ 2,363.40									\$ 1,6 \$ 2,3
Sunbelt - Breaker for Duct Bank Demo (verifying \$/compatibility with Mini Ex)  Mixer for Grout [conmx]	3.0 16.0	DAY	\$ 2 \$	250.00 4.36										\$ 7 \$
Equipment credit for reduction in pipe - Bobcat E88 R2 Excavator [Tracs]	(8.0)	HR		51.65 238.96	\$ (413.20)									\$ (4
Equipment credit for removal of vault - Caterpillar 336 Excavator [CAT]  Equipment credit for removal of vault - Trench Compactor [COMHG]	(3.0)	HR HR	_	5.38	. (10.11)									\$ (7 \$ (
	-		-											
Vendor Credit for removal of Pre-Cast Vault for check valve on sludge line	(1.0)	) EA	₩							\$ 5,387.50	\$ (5,387.50)			\$ (5,3
Ferguson - Removal of (1) 12" MJ Tee & (2) 45 deg MJ fittings due to updated routing Ferguson - Decrease in 12" Ductile Iron (Fastite) Pipe	(1.0)	LS	1							\$ 2,092.29 \$ 56.29	\$ (2,092.29)			\$ (2,0 \$ (2,2
Ferguson - Restocking Fee for (1) 12" MJ Tee & (2) 45 deg MJ elbows	1.0	LS								\$ 750.78	\$ 750.78			\$ 7
Ferguson - Added 12" DI MJ CML/AC 90 Deg Elbow Ferguson - 25% Restocking Fee for 40 LF of Fastite pipe	1.0		╁──							\$ 750.78 \$ 522.40				\$ 7 \$ 5
Ferguson - Cost increase for above ground pipe with design update Ferguson - Onyx Duckbill check valve with backer ring	1.0	LS	1							\$ 9,303.18 \$ 2,632.01	\$ 9,303.18			\$ 9,3 \$ 2,6
Ferguson - Wedge Anchors for SS plate install	4.0	EA								\$ 13.30	\$ 53.20			\$
Ferguson - Credit for previous sludge check valve Southern Califronia Environmental - Haul off asphalt & demoed duct bank	(1.0)		<del></del>								\$ (3,022.08) \$ 600.00			\$ (3,0
Engineering Outsourced, LLC - Additional modeling Robertson's Ready Mix; Concrete for pipe support foundation	1.0	LS	1		-		-			\$ 937.50 \$ 161.28				\$ 9 \$ 3
Robertson's Ready Mix; Short Load Fee	2.0	CY	1							\$ 180.00	\$ 180.00			\$ 1
Robertson's Ready Mix; Environmental Fee and Energy Surcharge  United Rentals - Temporary shoring materials needed for additional depth at DB-08	1.0	MO	$\perp$							\$ 150.00 \$ 4,710.93	\$ 4,710.93			\$ 1 \$ 4,7
Yo Fire - 1/4" thick 3'x3' 316 SS plate  Kumar Industries - Pipe Support and Anchors (Includes seismic calcs, excludes epoxy)	1.0		1		-		-			\$ 1,777.88 \$ 1,950.00				\$ 1,7 \$ 1,9
Kumar Industries - Credit for pipe supports in previous sludge vault M-503 section A	(2.0)	EA.	1							\$ 360.96	\$ (721.92)			\$ (7
White Cap - Sika 328 Grout Sunstate - Blower System for confined space at Pre-Treatment	15.0 3.0									\$ 24.63 \$ 33.61	\$ 100.83			\$ 3 \$ 1
Sunstate - Tripod System for confined space Sunstate - Gas Monitor	3.0		$\vdash$	_						\$ 9.24 \$ 65.00				\$ \$ 1
		-	1											
Subcontractor		1	1											
Subcontractor  Hardy & Harper - Cost delta for scope increase to AC paving (added DB demo + new route for	1.0	LS	1									\$ 629.00	\$ 629.00	\$ 6
12" REC line to sludge line.(See sheet 31 for breakdown)  Quality Rebar - Detailing, rebar and material for additional pipe support foundation	1.0		-									\$ 458.00		
y adaptivit touridation			1									30.00	.50.00	
L DIRECT COST		<u> </u>			\$ 5,548.79				\$ 15,742.61		\$ 11,858.89		\$ 1,087.00	\$ 34,2
MARKUPS EQUIPMENT	20%				\$ 1,109.76									
OTHER ITEMS  LABOR	5% 25%	1			, , , , , , , , , , , , ,				\$ 2025.65					
									\$ 3,935.65		\$ 1,778.83			
MATERIALS	15%		-											
MATERIALS SUBCONTRACTS	15% 5%												\$ 54.35	



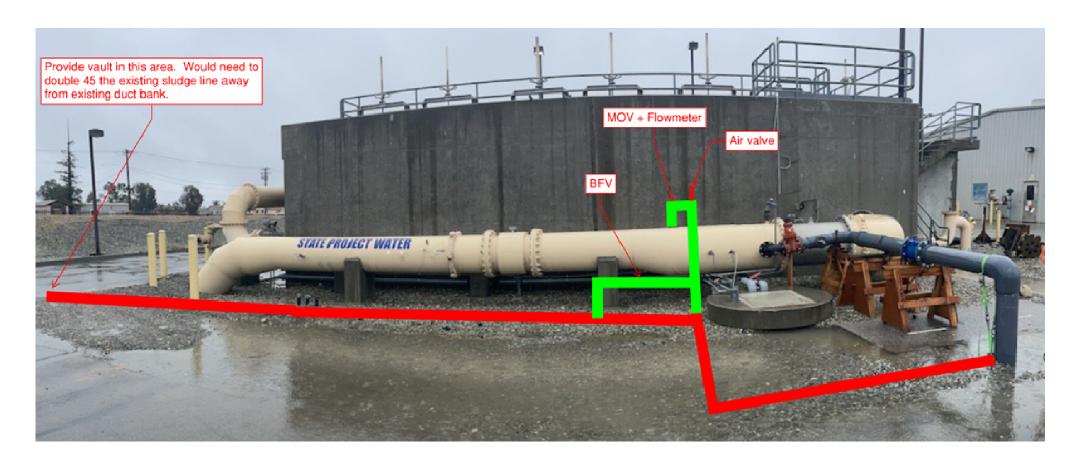


Record ID: RFI-00120.0 Attachment type: Answer

File information: RFI 00120 - 12-inch Backwash Recycle Line Updates near pre-t - Page 7/9

Project #: 5403269

Project name: WVWD ROEMER WFF EXPANSION



Thanks,

Scott Ferrier Project Engineer

PCL Construction, Inc. 3900 Kilroy Airport Way, Ste 110 Long beach, CA 90806 M: (480)-901-7124 srferrier@pcl.com

www.pcl.com TOGETHER WE BUILD SUCCESS

From: Scott Ferrier < SRFerrier@pcl.com>
Sent: Friday, February 9, 2024 2:13 PM
To: Sam Jung < samuel.jung@ghd.com>

**Cc:** Paul Hermann < <u>Paul.Hermann@ghd.com</u>>; Shamia Salih < <u>Shamia.Salih@ghd.com</u>>; Kevin Goetz < <u>KGoetz@pcl.com</u>>

Subject: RE: Differing Site Condition - Unknown 4-inch PVC line

Sam,

ITEM 3



March 20, 2024

Paul Hermann Water Market Leader GHD 320 Goddard Way, Suite 200 Irvine, CA 92618

Linda Jadeski Director of Engineering West Valley Water District 855 W. Base Line P.O. Box 920 Rialto, CA 92377

Attn: Paul Hermann and Linda Jadeski

RE: Request for Change Due to Differing Site Conditions – Retaining Wall Reroute - Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

Mr. Hermann and Ms. Jadeski,

Please accept the attached package as a Change Request for the Retaining Wall Redesign. PCL notified the District on January, 23 2024 of the differing site condition that an unforeseen fiber optic vault and interconnecting duct banks were conflicting with the proposed retaining wall. As mentioned in the email correspondence, neither the vault or duct banks were provided in any of the record drawings or 30-percent contract documents. Therefore, we see these utilities as a differing site condition. Below is a summary of the additional work created due to this unforeseen condition.

- Additional potholing was needed to verify that a reroute would entirely avoid these fiber optic duct banks.
- Structural and Civil Redesign to the retaining wall.
- Replacing the existing fiber optic vault with a traffic rated vault.
- Additional backfill needed to bring the widened road to elevation.

In accordance with the Prime Contract's section 4.2 – Differing Site Conditions, PCL respectfully and in good faith requests that the West Valley Water District accept this Change Request, as the Design-Builder determines these fiber optic utilities were never provided. This could not have been discovered, or reasonably inferred, from the Contract Documents or a thorough inspection of the Project Site by the Design-Builder.

Sincerely,



Kevin Goetz Project Manager kgoetz@pcl.com

PCL CONSTRUCTION INC.

3750 Schaufele Ave, Suite 270
Long Beach, CA 90808
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

## PCL Construction, Inc. 3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

## **CHANGE ORDER PROPOSAL**

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # CRX 22
DATE: 6/10/24
ESTIMATOR: SF

DESCRIPTION:

Retaining Wall Reroute to avoid conflicts with existing Fiber Optic duct banks and vault

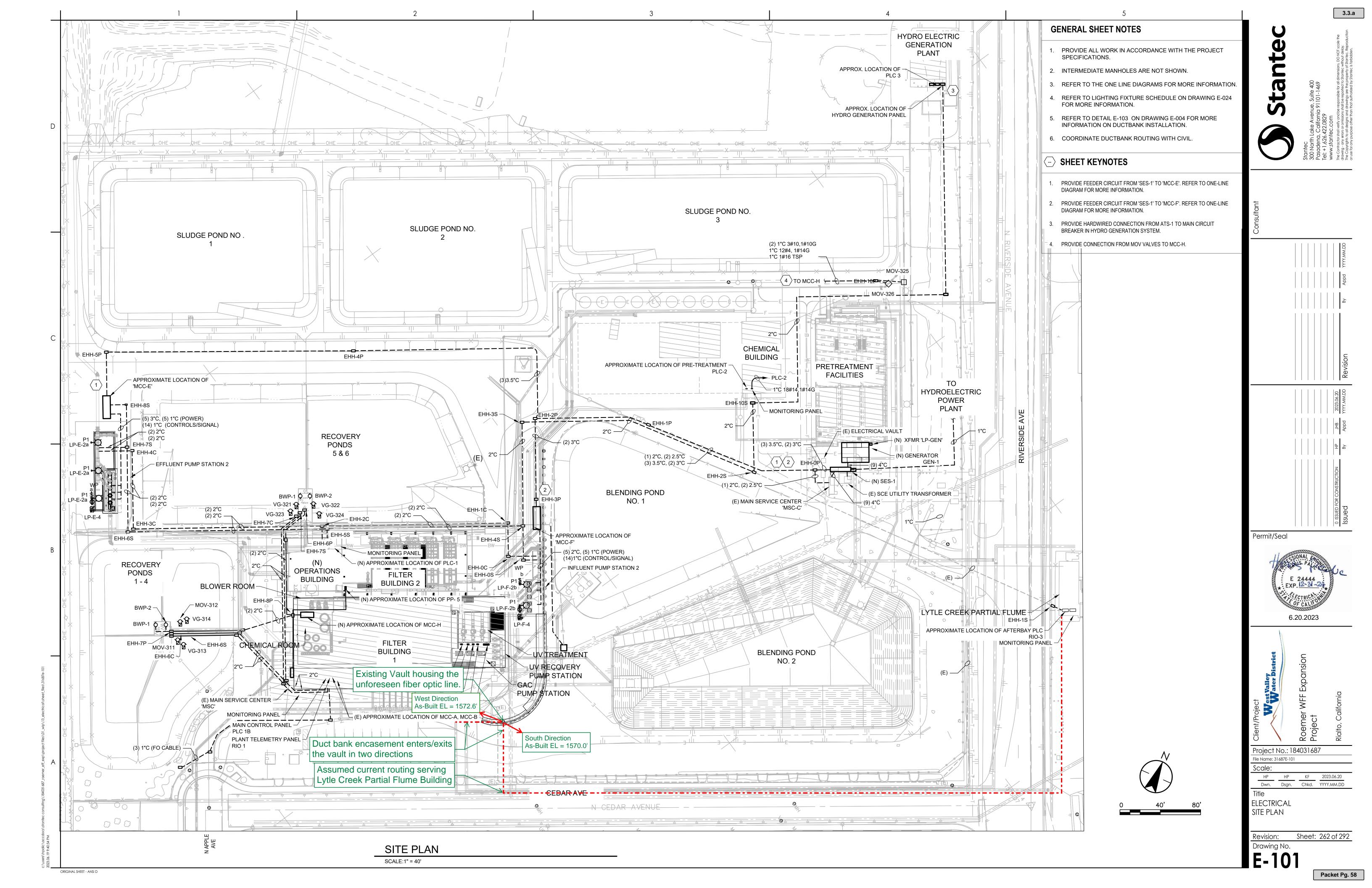
DIDEOT FOTIMATE								
DIRECT ESTIMATE								
LABOR		\$	8,525					
EQUIPMENT		\$	7,731					
MATERIALS		\$	794					
SUBCONTRACTOR		\$	9,030					
SUBTOTAL		\$	26,080					
DIRECT MARKUP								
LABOR	25%	%	2,131					
EQUIPMENT	209	%	1,546					
MATERIALS	15%	%	119					
SUBCONTRACTOR	5%	6	452					
SUBTOTAL MARKUP		\$	4,248					
SUBTOTAL WITH DIRECT MARKUP	•	\$	30,328					

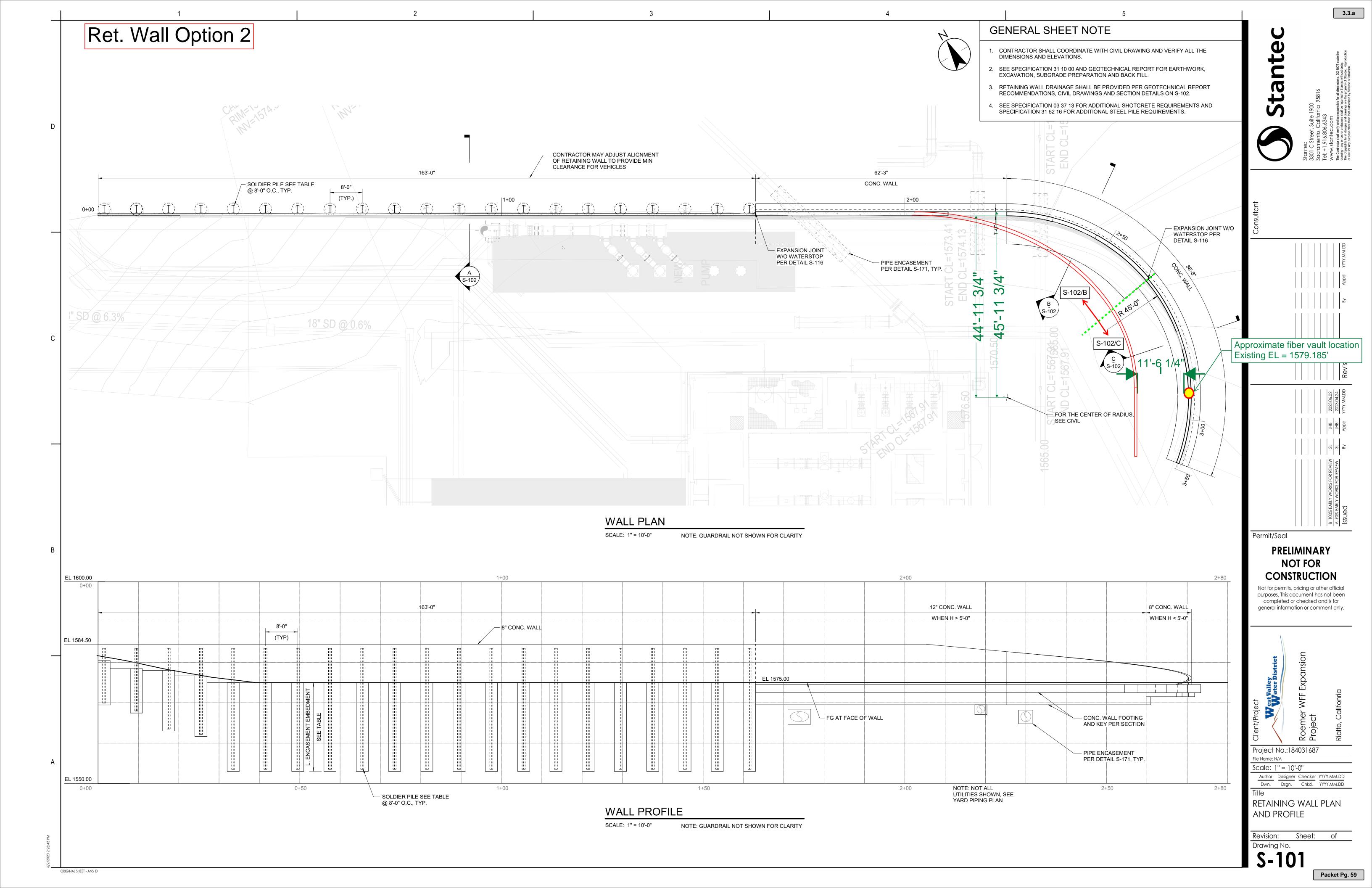
TOTAL ADDITIONAL WORK \$ 30,328

GRAND TOTAL THIS CHANGE \$ 30,328

Retaining Wall Reroute DATE 06/10/24

DESCRIPTION	QTY	UNIT	_	QUIP	MANI	LABC IOURS	R EXPENSE		VEN	DOR MATERIALS	SUBCONT	DACTOR	TOT
DESCRIPTION		UNIT	U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	1017
LABOR			U.F.	TOTAL	WIH/UNIT	TOTAL	U.F.	TOTAL	U.F.	TOTAL	U.F.	TOTAL	1
Potholing Unforeseen Fiber Line [Operator Group 8]	2.0	EA			3.00	6.00	\$ 109.04	\$654					¢
Potholing Unforeseen Fiber Line [Laborer Group 4]	2.0	EA			3.00	6.00	\$ 84.14	\$505					¢
Potholing Unforeseen Fiber Line [Laborer Foreman]	2.0				3.00	6.00	\$ 86.58	\$503					¢
Founding Officieseen Fiber Line   [Laborer Forentian]	2.0	EA			3.00	0.00	φ 60.56	\$519					φ
Replacing existing fiber optic vault with traffic rated vault [Operator Group 8]	1.0	EA			8.00	8.00	\$ 109.04	\$872					\$
Replacing existing liber optic vault with traffic rated vault [Caborer Group 4]	1.0				8.00	8.00	\$ 84.14	\$673					¢
Replacing existing liber optic vault with traffic rated vault [Laborer Foreman]	1.0	EA			8.00	8.00	\$ 86.58	\$693			-		φ
Replacing existing liber optic vault with traincrated vault [Laborer Foreman]					6.00	8.00	\$ 60.56	\$693	1				Þ
Remove Materials/Backfill suitable materials behind concrete wall [Operator Group 8]	93.0	CY			15.50	6.00	\$ 109.04	\$654					•
Remove Materials/Backfill suitable materials behind concrete wall [Laborer Group 4]	93.0	CY			15.50	6.00	\$ 84.14	\$505					φ
	93.0	CY	-		15.50	6.00	\$ 86.58				-		φ
Remove Materials/Backfill suitable materials behind concrete wall [Laborer Foreman]	93.0	Cf	1		15.50	6.00	\$ 60.56	\$519					ð
Haul material to screening location [Laborer Group 4]	93.0	CY	1		23.25	4.00	\$ 84.14	\$337			-		6
	93.0	CY			23.25	4.00	\$ 84.14	\$337			-		φ
			1					\$337 \$346					\$
Haul material to screening location [Laborer Foreman]	93.0	CY			23.25	4.00	\$ 86.58	\$346					\$
O	- 10				0.00	0.0	0.444	0070					
Compact backfill at vault [Laborer Group 4]	1.0				8.00	8.0		\$673	1				*
Compact backfill at vault [Laborer Foreman]	1.0	EA			8.00	8.0	\$ 86.58	\$693					\$
													ļ. —
Screen Materials - 93 CY [Operator Group 8]	1.0	LS			1.00	5.0	\$ 109.04	\$545					\$
													ļ
EQUIPMENT													\$
Excavator - CAT 229 [CAT]	19.0		\$140.65	\$ 2,672									\$ 2
Aggregate Screen	1.0		\$1,800.00	\$ 1,800									\$ '
F-150 Truck	32.0	HRS	\$42.39	\$ 1,356									\$ '
Jumping Jack [COMHG]	8.0		\$12.18	\$ 97									\$
Loader ; Volvo L-70C [VME]	8.0	HRS	\$95.22	\$ 762									\$
Dump Truck 10 yard - [TRUOF]	16.0	HRS	\$65.16	\$ 1,043									\$
Vendor													
Traffic Rated 13"x24"x12" - [Ferguson; Traffic Rated Vault]	1.0								\$1,098.53	\$1,098.53			\$ ^
4-inch PVC for Vault	3.0	LF							\$5.89	\$17.67			\$
4500 psi Footing Concrete - [Robertson's Ready Mix]	(2.0	CY							\$161.28	\$ (323)			\$
Subcontractor													
Stantec - Structural and Civil Site Redesign to Retaining Wall	1.0	LS									\$ 12,506	\$ 12,506	\$ 12
Engineering Outsourced, LLC - Retaining Wall Drawings (modeling)	1.0	LS									\$ 3,775	\$ 3,775	\$ 3
Boulderscape - Reduction in wall square footage	(1.0	LS									\$ 7,251.00	\$ (7,251	) \$ (7
Quality Rebar - Credit received for labor and material	(1.0	LS									\$ 6,376	\$ (6,376	) \$ (6
The Culver Group - Additional/survey updated wall alignment	8.0	HR										\$ 2,360	
AL DIRECT COST		l		\$ 7,731				\$ 8,525		\$ 794		\$ 9,030	\$ 26
MARKUPS	<u> </u>	!!	<u> </u>	Ψ 1,131		ı		ψ 0,020		ψ 134		ψ 5,050	<u>υ</u> Ψ 20
EQUIPMENT	20%			\$ 1,546									
OTHER ITEMS				φ 1,546									
	5%							e 0.404					
LABOR	25%							\$ 2,131		¢ 110			
MATERIALS	15%									\$ 119		¢ 450	
SUBCONTRACTS	5%											\$ 452	
SUBTOTALS WITH MARKUP				A 0.077				A 40.053		A 010		A 0.400	<b>.</b>
				\$ 9,277				\$ 10,657		\$ 913		\$ 9,482	\$ 30,
OODTOTALO WITH MARKOT													
- CONTOTALO WITH WARRON		Notes:											





ITEM 4

### PCL Construction, Inc. 3900 Kilroy Airport Way,Ste 110 Long Beach, CA 90806

## **CHANGE ORDER PROPOSAL**

PROJECT: Oliver P. Roemer WFF 2021 Expansion CRX # 029

PCO # TBD
DATE: 5/30/24
ESTIMATOR:

DESCRIPTION:

SUBTOTAL WITH DIRECT MARKUP

Unforeseen Filter Building 1 Uneven Footing

DIRECT	ESTIMATE		
	LABOR		\$ 10,681.71
	EQUIPMENT		\$ 2,921.30
	MATERIALS		\$ 124
	SUBCONTRACTOR		\$ 2,255.00
	SUBTOTAL		\$ 15,981.92
DIRECT	MARKUP		
	LABOR	25%	\$ 2,670.43
	EQUIPMENT	20%	\$ 584.26
	MATERIALS	15%	\$ 19
	SUBCONTRACTOR	5%	\$ 112.75
	SUBTOTAL MARKUP		\$ 3,386.02

TOTAL ADDITIONAL WORK \$ 19,367.94

19,367.94

GRAND TOTAL THIS CHANGE \$ 19,367.94

DATE

05/30/24

				LABOR E			SE	VENDOR					
	QTY	UNIT	EQUIP	MANE	OURS		AMOUNT	SUPPLIED MATERIALS		S SUBCON	TRACTOR	TOTAL	
Labor			U.P. TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL		
(2)Laborers group # 4 (STANARD TIME)	50.5	HRS		85.57	4321.29		\$ 4,321.29					\$ 4,321	
(2)Laborers group # 4 (OVER TIME)	1.0	HRS	s -	114.50	114.50		\$ 114.50					\$ 114	
(1) Operator Group #8	6.0	HRS		105.36	632.16		\$ 632.16					\$ 632	
(1) Crane Operator Group 10	15.0	HRS		114.50	1717.50		\$ 1,717.50					\$ 1,717	
(1) Laborer Apprentice 3	21.0	HRS		57.64	1210.44		\$ 1,210.44					\$ 1,210	
(1) Laborer Foreman(STANDARD TIME)	28.5	HRS		88.02	2508.57		\$ 2,508.57					\$ 2,508	
(1) Laborer Foreman (OVER TIME)	1.5	HRS		118.17	177.26		\$ 177.26					\$ 177	
EQUIPMENT													
John Deere 310G Bachkoe	20.5	HRS	\$ 58.60 \$ 1,201.30		0.00		\$ -		\$ -		\$ -	\$ 1,201	
Ford 5 Yard Dump Truck (1 Day Minimum)	4.0				0.00		\$ -		\$ -		\$ -		
Air Compressor-185CFM Towable Diesel (1 Day Minimum)	1.0				0.00		\$ -		\$ -		\$ -	\$ 120	
Air Tools-Hammer 30# (1 Day Minimum @ 40 per day EA)	2.0		\$ 40.00 \$ 80.00		0.00		\$ -		\$ -				
Vendor Materials													
Subcontractor													
Lump Sum Amount For Work Performed (See Estimate & Breakdown)	1.0	LS	\$ -		0.00		\$ -		\$ -	\$ 2,255.00	\$ 2,255	\$ 2,255	
Materials													
3/4" x 4'-0" GALV NPL TBE AIS DOM	1.0	EA	\$ -		0.00		\$ -			55	\$ -	\$ 55	
3/4" x 0'-4" GALV NPL TBE AIS DOM	1.0	EA	\$ -		0.00		\$ -	\$ 1	1 \$	14	\$ -	\$ 14	
3/4" GALV THRD UNION AIS DOM	1.0	EA	\$ -		0.00		\$ -	\$ 1	3 \$	18	\$ -	\$ 18	
2 x 3/4 GALV THRD RED AIS DOM	1.0	EA	\$ -		0.00		\$ -	\$ 2	3 \$	28	\$ -	\$ 28	
MATERIAL TAXES	1.0	LS	\$ -		0.00		\$ -	\$ 8.9	1 \$ 8.	91	\$ -	\$ 8	
			\$ 2,921.30		10681.71		\$ 10,681.71		\$ 123.9	11	\$ 2,255.00	\$ 16,053.	
MARKUPS EQUIPMENT	20%		\$ 584.26										
OTHER ITEMS	5%		\$ 304.20										
LABOR	25%						\$ 2,670.43						
MATERIALS	15%						Ψ 2,070.43		\$ 1	9			
SUBCONTRACTS	5%								Ψ		\$ 112.75		
SUBTOTALS WITH MARKUP			\$ 3,505.56				\$ 13,352.14		\$ 14	2	\$ 2,367.75	\$ 19,367.	
		Notes:											
		NOLES.	-										

ITEM 5



July 10, 2024

Paul Hermann Water Market Leader GHD 320 Goddard Way, Suite 200 Irvine, CA 92618

Shah Nawaz Senior Engineer West Valley Water District 855 W. Base Line P.O. Box 920 Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

RE: Differing Site Conditions- Unforeseen conditions at Pre-Treatment Area (Sample Pump) – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change

Mr. Hermann and Mr. Nawaz,

Please accept the attached package as a Change Request due to the cost impacts related to the unforeseen conditions encountered at the pre-treatment area pertaining to the Sample Pump. During the potholing process for the installation of the SCE 10' x 12' transformer, unforeseen utility conditions were encountered. As detailed in our emails to GHD on June 26, 2024, PCL encountered an existing duct bank for a single electrical conduit and a water line utility. These utilities were shown in the record drawings provided by WVWD, but not in the indicated locations.

The location of the utilities that connect the Pre-Treatment Sample Pump and the analyzers inside the chemical building, as depicted in the 2006 record drawings, was inaccurate. The 2006 record drawings show the Sample Pump ¾" PVC water line and electrical conduit running approximately 1'-3" along the pre-treatment concrete wall, under the concrete stairs, and into the chemical building where the analyzers are located. However, while potholing, we discovered that the actual conditions showed the ¾" PVC line being 10'-6" from the pre-treatment concrete wall. Additionally, the single electrical conduit was encased, which was not shown in the record drawings, and was approximately 5'-8" from the pre-treatment concrete wall. The encased single electrical conduit measured 1'-8" in width by a couple of inches in thickness.

Due to these unforeseen conditions, and in order to install the 10' x 12' SCE Transformer slab box in its required location, PCL was compelled to relocate the sample pump utilities (¾" PVC water line and Sample Pump equipment which was mounted to the Pre-Treatment concrete wall). Additionally, PCL had to demolish the concrete-encased duct bank for LEED Electric to be able to relocate the conduit. Afterward, LEED Electric performed the relocation of the conduit.

As communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL performed the work associated with this change on a time and material basis, as described below.

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110 Long Beach, CA 90806 Telephone: (858) 657-3400 ♦ Website: www.pcl.com



Below is a summary of the pricing associated with the additional potholing & additional labor efforts related to unforeseen conditions at Pre-Treatment Area (Sample Pump):

#### A. Tracked on a Time and Material basis:

#### -Additional Efforts performed by PCL

- 1) PCL self-performed work consisted of Additional Potholing of Sample Pump Utilities.
- 2) PCL self-performed work consisted of concrete chipping of unforeseen single conduit duct bank and relocation of the ¾" Sample Pump Water PVC line & Sample Pump Equipment mounted to Pre-Treatment Concrete Wall.
- 3) Execution of electrical relocation of single electrical conduit performed by LEED Electric.

#### Sincerely,



Kevin Goetz Project Manager kgoetz@pcl.com

3900 Kilroy Airport Way, Suite 110 Long Beach, CA 90806 Telephone: (858) 657-3400 ♦ Website: www.pcl.com

### PCL Construction, Inc. 3900 Kilroy Airport Way,Ste 110 Long Beach, CA 90806

## **CHANGE ORDER PROPOSAL**

PROJECT: Oliver P. Roemer WFF 2021 Expansion CRX # 029

PCO # TBD DATE: 7/10/24 ESTIMATOR:

DESCRIPTION:

Sample Pump at Pre-Treatment Utilities Reroute

DIRECT E	STIMATE		
	LABOR		\$ 5,554.14
	EQUIPMENT		\$ 1,645.04
	MATERIALS		\$ 616
	SUBCONTRACTOR		\$ 1,810.00
	SUBTOTAL		\$ 9,624.97
DIRECT M	IARKUP		
	LABOR	25%	\$ 1,388.54
	EQUIPMENT	20%	\$ 329.01
	MATERIALS	15%	\$ 92
	SUBCONTRACTOR	5%	\$ 90.50
	SUBTOTAL MARKUP		\$ 1,900.41
SUBTOTA	AL WITH DIRECT MARKUP		\$ 11,525.38

TOTAL ADDITIONAL WORK \$ 11,525.38

GRAND TOTAL THIS CHANGE \$ 11,525.38

Sample Pump at Pre-Treatment Utilities Reroute DATE 07/10/24

	Tr.															
						LABO	OR EXPEN	SE		VE	NDOR					
	QTY	UNIT	EQUIP		MANH	OURS	AMOUNT		Т	SUPPLIE	D MATERIALS		SUBCONTRACTOR		TOTAL	
abor			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL		U.P.	TO	TAL	U.P.	TOTAL		
1)Laborers Group #4	12.0	HRS			82.26	987.12		\$	987.12						\$	98
2)Laborers Group #4 (Wage Increased)	18.0	HRS			86.11	1549.98		\$	1,549.98						\$	1,54
) Crane Operator Group #10	8.0	HRS			110.33	882.64		\$	882.64						\$	88
1) Operator Group #8	4.0	HRS			106.10	424.40		\$	424.40						\$	42
1) Operator Group #8 (Wage Increased)	6.0	HRS			110.68	664.08		\$	664.08						\$	66
1) Laborer Apprentice #4	6.0	HRS			62.76	376.56		\$	376.56						\$	37
1) Teamster Group #10	8.0	HRS			83.67	669.36		\$	669.36						\$	66
QUIPMENT																
Bob Cat Mini Excavator E88 R-2 Series	14.0	HRS	\$ 60.36	\$ 845.04		0.00		\$			\$	-		\$ -	\$	84
Ford 5 Yard Dump Truck (1 Day Minimum)	2.0		\$ 400.00			0.00		\$	-		\$	-		\$ -	\$	800
/endor Materials 0/4" SCH 80 PVC PIPE PE	40.0	LF								\$ 2.00	¢	80.00			-	
3/4" 90 SCH 80 PVC SS	10.0	EA								\$ 4.00		40.00			1	
3/4" COUP SCH 80 PVC SS	4.0	EA								\$ 5.00		20.00				
1/4" SCH 80 UNION SS	5.0	EA								\$ 10.00		50.00				
1/4" SCH 80 MALE ADAPTER	2.0	EA								\$ 7.00		14.00				
5/8" X 1 5/8" SLOTTED STRUT	10.0	EA								\$ 6.00		60.00				
Sales Tax	1.0	LS								\$ 20.46		20.46				
16SS STUD ANCHOR (3/8" DIA.)	10.0	EA								\$ 8.59		85.90				
8-8 SS STUD ANCHORS (3/8" DIA.)		PACKS								\$ 41.75		83.50				
STRUT-MOUNT CLAMPS 316SS (3/4")	5.0	EA								\$ 8.48		42.40				
Sales Tax	1.0	LS								\$ 16.41		16.41			<del> </del>	
Shipping	1.0	LS								\$ 103.12		103.12				
on pping	1.0									ų 100.1 <u>2</u>	Ψ	100.12				
Subcontractor													-			
Sample Pump Re-Route (LEED Electric)	1.0	L.S												\$ 1,810.00	\$	1,810
Materials															-	
NACETIAIS																
															-	
				\$ 1,645.04		5554.14		\$	5,554.14		\$	615.79		\$ 1,810.00	\$	9,009
MARKUPS																
EQUIPMENT	20%			\$ 329.01												
OTHER ITEMS	5%															
LABOR	25%							\$	1,388.54							
MATERIALS	15%										\$	92.37		00.50		
SUBCONTRACTS	5%													\$ 90.50		
UBTOTALS WITH MARKUP				\$ 1,974.05				\$	6,942.68		\$	708.16		\$ 1,900.50	\$	11,525
OBTOTALS WITH MARKOF																
SUBTOTALS WITH WARROF		Notes:														

ITEM 6



May 6, 2024

Paul Hermann Water Market Leader GHD 320 Goddard Way, Suite 200 Irvine, CA 92618

Shah Nawaz Senior Engineer West Valley Water District 855 W. Base Line P.O. Box 920 Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

RE: Unforeseen Waterlines at Linden Ave. and West Via Bello Dr. - Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

Mr. Hermann and Mr. Nawaz,

Please accept the attached package as a Change Request due to the cost impacts caused by unforeseen water lines found in Linden Ave and West Via Bello Dr. Three unforeseen underground water lines classified as 37-inch CML-C, 43-inch CML-C and a 12-inch Asbestos Cement Pipe (ACP) were discovered during potholing activities performed by subcontractor Ferreira Construction Co. in preparation for the installation of 30" treated water main connecting the Effluent Pump Station to Reservoir R5-2. The record drawings provided at the time of proposal did not show any of these unforeseen lines. As part of the investigations performed out in the field, it was determined the 37-inch & 43-inch water lines belong to Fontana Water Company and the 12-inch ACP pipe belongs to West Valley Water District.

Below is a summary for the pricing associated with the required realignment for the Treated Waterline:

- Upon potholing, two waterlines (a 37-inch and 43-inch) belonging to Fontana Water Company were identified within Linden Ave. The location of the aforementioned pipelines conflicts with the proposed location of the new 30-inch water main that will connect the Oliver P Roemer Water Filtration Facility to the Reservoir R5-2. Therefore, the alignment of the new water line had to be revised to avoid the existing lines. Whereas the previous design's routing followed the shoulder along Linden Ave before turning 90-degrees up W Via Bello Dr., these findings determined the only constructable window for the water main now within Linden Ave, which requires additional efforts in order to be installed. The additional efforts include but are not limited to, additional potholing activities (tracked on time and material basis for further investigations within the area, extra depth for installing the water line within Linden, extra saw-cut, and additional repaving costs.
- In addition, the location of the two new pull boxes for the fiber line that connects the Roemer plant to the Reservoir will also be impacted due to the updated alignment in Linden Ave. Previously, the 30-inch water main's alignment within the shoulder of Linden Ave. allowed for these pull boxes to be set within the shoulder of the roadway at each of the waterlines 90-degree bend's to not exceed the fiber optic's maximum allowable bends of 180-degrees at finished grade in the water main's trench. From the new alignment, pull boxes would be required within Linden Ave. which the City of Rialto will not allow per the City's standards. To comply with

PCL CONSTRUCTION INC.

3750 Schaufele Ave, Suite 270
Long Beach, CA 90808
Telephone: (858) 657-3400 ♦ Website: www.pcl.com



their standards, the two fiber optic pull boxes will need to be set within the south shoulder of Linden Ave. The additional efforts include but are not limited to, excavating new trench for the fiber conduit in the south shoulder of Linden Ave, an added crossing at Linden Ave. to reconnect with the fiber conduit being installed up W Via Bello Ave. requiring additional traffic controls, and backfilling the fiber conduit's trench and pull boxes.

• The existing 12" ACP water main waterline's location and pipe material properties required an alignment adjustment to the 30" Treated Waterline, shifting it two and a half feet closer to the centerline of W Via Bello Dr. The design update is required in order to ensure that the existing water main (12-inch) that services the homeowners on Via Bello Dr is not undermined or at risk while excavating at a substantial greater depth next to it. Although the alignment of the new 30-inch water main are within half the road width along W Via Bello, the City of Rialto has informed PCL and Ferreira that, at their discretion, they might require all the road to be repaved. Since PCL included pavement restoration for only half of the road, the additional paving efforts will be extra to the project. Furthermore, pricing for the additional paving has been included in this change request. In the event that the City of Rialto does not require additional paving restoration, PCL will issue a credit back to the West Valley Water District.

Sincerely,



Kevin Goetz Project Manager kgoetz@pcl.com

3750 Schaufele Ave, Suite 270
Long Beach, CA 90808
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

## PCL Construction, Inc. 3900 Kilroy Airport Way,Ste 110, Long Beach, CA 90806

## **CHANGE ORDER PROPOSAL**

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX #023 - Alignment Adjustments to the 30" Water Main

PCO # 0023 DATE: 7/8/24 ESTIMATOR: SF

DESCRIPTION:

Alignment updates due to Unforeseen Waterlines on Linden Ave & West Via Bello Dr.

DIRECT ESTIMATE			
LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	308,163.78
SUBTOTAL		\$	308,163.78
DIRECT MARKUP			
LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	15,408.19
BOND ON DIRECT WORK	0%	\$	-
SUBTOTAL MARKUP		\$	15,408.19
SUBTOTAL WITH DIRECT MARKUP		\$	323,571.97

TOTAL ADDITIONAL WORK \$323,571.97

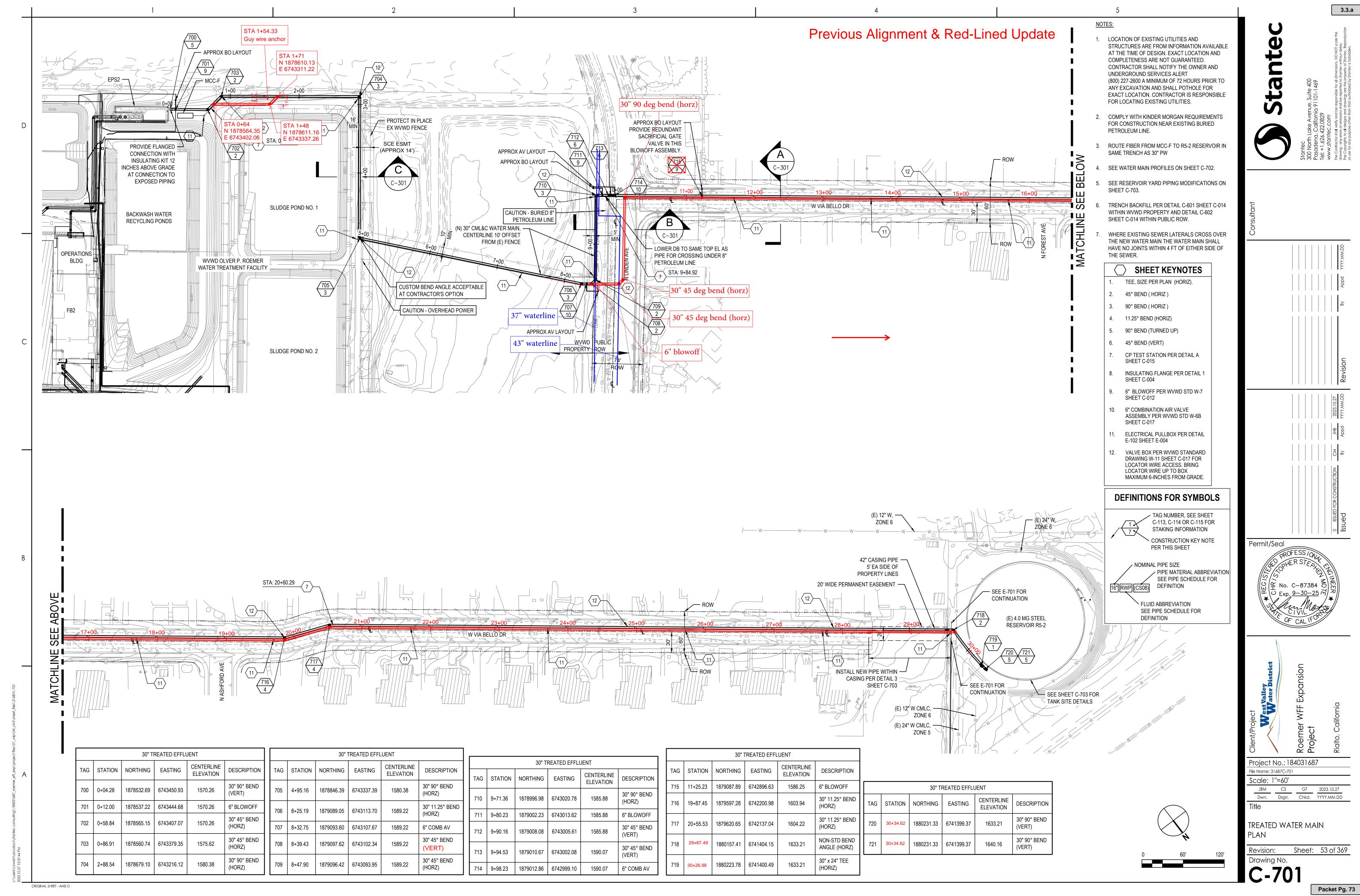
GRAND TOTAL THIS CHANGE \$323,571.97

07/08/24

DATE

PCO# 0023

	QTY	UNIT		EQUIP	S.T. & S.*		LABOR EXPENSE			SE AMOUNT		NDOR IED MATERIA S		NTRACTOR	TOTAL
Labor		01111	U.P.	TOTAL	U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	TOTAL
NA								-							
								-							
EQUIPMENT															
NA															
Vendor Materials		1						-							
NA NA		-						-							
Subcontractor								_							
Ferreira Construction - Change Order for Updated Water Main Routing along Linden Ave.	1.0	LS						-					\$ 130,936.08	\$ 130,936.08	\$ 130,936.0
Ferreira Construction - RFC 004 - Sewer Lateral Potholing due to updated alignment	1.0												\$ 7,268.52		\$ 7,268.5
Ferreira Construction - RFC 003 - T+M tickets for potholing unforeseen lines	1.0	-											\$ 16,843.12		
Ferreira Construction - Additional Grind & Cap for paving full width of W Via Bello Dr.	1.0							-					\$ 118,057.00		
Ferreira Construction - Excavate/Backfill for Fiber Conduit Install crossing Linden Ave.	1.0	LS											\$ 13,559.74	\$ 13,559.74	\$ 13,559.7
Ferreira Construction - Excavate/Backfill for Fiber Conduit Install along shoulder of Linden Ave.	1.0	LS											\$ 21,499.32	\$ 21,499.32	\$ 21,499.3
								-							
Materials - NA								-							
								-							
				\$ -		\$ -		-		\$ -		\$ -		\$ 308,163.78	\$ 308,163.7
MARKUPS	<u>"</u>	<u>,,</u>	·		n	•	<u>"</u>			<u> </u>			<u></u>	<u> </u>	
EQUIPMENT	20%			\$ -											
OTHER ITEMS	5%					\$ -									
LABOR	25%									\$ -					
MATERIALS	15%											\$ -			
SUBCONTRACTS	5%													\$ 15,408.19	
SUBTOTALS WITH MARKUP				\$ -		\$ -				\$ -		\$ -		\$ 323,571.97	\$ 323,571.9
		Notes:													
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			i.												



ITEM 7



May 23, 2024

Paul Hermann Water Market Leader GHD 320 Goddard Way, Suite 200 Irvine, CA 92618

Shah Nawaz Senior Engineer West Valley Water District 855 W. Base Line P.O. Box 920 Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

RE: Blower troubleshoots – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change

Mr. Hermann and Mr. Nawaz,

Please accept the attached package as a Change Request due to the cost impacts related to troubleshooting of the new blowers for the Oliver P Roemer Water Filtration Upgrades and Expansion Project. While commissioning the new replaced blowers, a few issues beyond PCL's control were identified. Firstly, PCL identified the filter 5 was not getting sufficient air to properly complete the flushing circles. It was identified that the root cause of this air deficiency is the malfunction of the existing equipment, particularly filter 5 and a double leaf check valve tying into the same filter. Considering this differing site condition, West Valley Water District ended up replacing the defective valve. Once the valve replacement was done, it was confirmed that the new blowers were functioning properly.

Below is the summary of the extra work needed due to the unforeseen degraded existing condition.

- > Due to the degraded double leaf check valve at filter 5
- 1) Troubleshooting efforts took place during commission of blower 1 and 3 to conclude that the existing valve was faulty and could only open halfway which greatly prevented air from blowing to filter 5.
- Due to the degraded filter 5
- 1) After noticing that the new blowers have worked with all available existing filters except filter 5, further investigation was conducted to identify that the manifold and the clarifiers inside filter 5 were deemed to be broken which resulted in the non-uniform distribution of air and air deficiency to the filter.

In accordance with the Prime Contract's section 4.2 – Differing Site Conditions, PCL Construction, Inc respectfully and in good faith requests that the West Valley Water District accept this Change Request since there would have not been any of this investigation if the existing valve and filter worked properly per Westech's standards for this system.

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806 Telephone: (858) 657-3400 ♦ Website: www.pcl.com

### PCL Construction, Inc. 3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# **BACK CHARGE PROPOSAL**

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO#	TBD
DATE:	5/24/24
ESTIMATOR:	KG

DESCRIPTION	ESCRIPTION	N
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### **Blowers Troubleshoot**

	SUBTOTAL MARKUP		\$ 725
	SUBCONTRACTOR	5%	\$ -
	MATERIALS	15%	\$ -
	EQUIPMENT	20%	\$ -
	LABOR	25%	\$ 725
DIRECT	MARKUP		
	SUBTOTAL		\$ 2,901
	SUBCONTRACTOR		\$ -
	MATERIALS		\$ -
	EQUIPMENT		\$ -
	LABOR		\$ 2,901

GRAND TOTAL THIS CHANGE \$ 3,626

3,626

**TOTAL ADDITIONAL WORK \$** 

Blowers Troubleshoot DATE 05/24/24

DECORPTION.							OR EXPENSE			DOR			
DESCRIPTION	QIY	UNIT	U.P.	EQUIP		IOURS	U.P.	MOUNT		MATERIALS	SUBCONT		TOTAL
LAROR		1	U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
LABOR See T&M tickets for details	4.0			<del> </del>				A 0.000.00			-		<b>^</b> 0
See I &IVI tickets for details	1.0	LS						\$ 2,900.99					\$ 2
		ļ											
EQUIPMENT													
Vendor													
Subcontractor													
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AL DIRECT COST				\$ -				\$ 2,901		\$ -			\$ 2
MARKUPS		•	-	•				•	•				
EQUIPMENT	20%			\$ -									
OTHER ITEMS	5%	,											
LABOR	25%							\$ 725					
MATERIALS	15%							, , , , , ,		\$ -			
SUBCONTRACTS	5%									Ŧ		\$ -	
				<u> </u>				<b>A</b> 0.000		•			Δ 0
SUBTOTALS WITH MARKUP				\$ -				\$ 3,626		\$ -		\$ -	\$ 3
		Notes:											
			-										

ITEM 8

### PCL Construction, Inc. 3900 Kilroy Airport Way,Ste 110 Long Beach, CA 90806

# **CHANGE ORDER PROPOSAL**

PROJECT: Oliver P. Roemer WFF 2021 Expansion CRX # 029

PCO # TBD
DATE: 7/12/24
ESTIMATOR:

DESCRIPTION:

Operations Building Acceleration Efforts (Up to date: 7/5/2024)

DIRECT ESTIMATE		
LABOR		\$ 17,912
EQUIPMENT		\$ 2,633.00
MATERIALS		\$ -
SUBCONTRACTOR		\$ 17,519.00
SUBTOTAL		\$ 38,063.88
DIRECT MARKUP		
LABOR	25%	\$ 3,042.97
EQUIPMENT	20%	\$ 526.60
MATERIALS	15%	\$ -
SUBCONTRACTOR	5%	\$ 875.95
SUBTOTAL MARKUP		\$ 4,445.52
SUBTOTAL WITH DIRECT MAR	KUP	\$ 42,509.40

TOTAL ADDITIONAL WORK \$ 42,509.40

GRAND TOTAL THIS CHANGE \$ 42,509.40

											DATE <b>07/1</b> :						
							LAB	OR EXPEN	SE		VENDOR						
	QTY	UNIT		E	QUIP	MANH	OURS		AMOUN	Т	SUPPLIE	D MATERIALS	SUBCO	SUBCONTRACTOR		TOTAL	
bor				U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL		U.P.	TOTAL	U.P.	TOTAL	1		
Laborer Apprentice #6	8.0	HRS				89.58	716.64		\$	716.64					\$	71	
Laborers Group #4	14.5	HRS				112.54	1631.83		\$	1,631.83				+	\$	1,63	
Cement Mason	16.0	HRS				112.83	1805.28		\$	1,805.28				+	\$	1,80	
Operator Group #8	8.0	HRS				154.47	1235.76		\$	1,235.76				+	\$	1,23	
Carpenter Foreman	14.5	HRS				125.73	1823.09		\$	1,823.09				+	\$	1,823	
Carpenter Foreman (Increase)	8.0	HRS				131.23	1049.84		S	1,049.84				+	\$	1,049	
Laborer Apprentice 3	8.0	HRS				75.29	602.32		\$	602.32				+	\$	602	
Carpenter Journeyman	22.5	HRS				120.21	2704.73		\$	2,704.73				+	\$	2,70	
Carpenter Apprentice #2	8.0	HRS				75.30	602.40		\$	602.40				+	\$	602	
PCL Engineers	16.0	HRS				100.00	1600.00		\$	1,600.00				1	\$	1,600	
PCL Superintendent/Manager	23.0	HRS				180.00	4140.00		\$	4,140.00				1	\$	4,140	
·																	
QUIPMENT																	
b Cat Mini Excavator E88 R-2 Series	14.0	HRS	\$	60.36											\$	845	
k Forklift	17.0	HRS	\$	82.08											\$	1,395	
hn Deere 345P	2.0	HRS	\$	196.30											\$	392	
pratory Plate Compactor	6.0		\$	12.67											\$	76	
essure Washer	8.0	HRS	\$	43.06	\$ 344.48										\$	344	
endor Materials																	
bcontractor																	
uality Reinforcing	1.0	LS												\$ 3,863.00		3,863	
perations Building In-slab Install (LEED Electric)	1.0	LS												\$ 8,271.00		8,271	
perations Building CMU Rough in (LEED Electric)	1.0	LS												\$ 5,385.00	\$	5,385	
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					\$ 2,633.00		17911.88		\$ 1	7,911.88		\$ -		\$ 17,519.00	\$	38,484.	
ARKUPS											-						
QUIPMENT	20%				\$ 526.60												
OTHER ITEMS	5%																
ABOR	25%								\$	3,042.97							
MATERIALS	15%											\$ -					
BUBCONTRACTS	5%													\$ 875.95			
JBTOTALS WITH MARKUP					\$ 3,159.60				\$ 2	0,954.85		\$ -		\$ 18,394.95	\$	42,509.	
		Notes:															

ITEM 9



July 11, 2024

Paul Hermann Water Market Leader GHD 320 Goddard Way, Suite 200 Irvine, CA 92618

Shah Nawaz Senior Engineer West Valley Water District 855 W. Base Line P.O. Box 920 Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

RE: Lytle Creek Analyzer Credit - Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project

Mr. Hermann and Mr. Nawaz,

Please accept the attached package as Credit provided to West Valley Water District for 1 turbidity analyzer at Lytle Creek Station for the Oliver P Roemer Water Filtration Upgrades and Expansion Project, as requested by West Valley Water District. The aforementioned analyzer is being descoped from the project.

Sincerely,



Kevin Goetz Project Manager kgoetz@pcl.com

3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806 Telephone: (858) 657-3400 ♦ Website: www.pcl.com

### PCL Construction, Inc. 3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# **CHANGE ORDER PROPOSAL**

PROJECT: Oliver P. Roemer WFF 2021 Expansion

			PCO#	TBD 7/12/24	
DESCRIPTION:			ESTIMATOR:	KG	
DEGGKII TIGIK.		Lytle Creek Turbidimete	r Credit		
DIRECT ES	TIMATE				
	LABOR			\$	(168)
	EQUIPMENT			\$	(6,682)
	MATERIALS			\$	-
	SUBCONTRACTOR			\$	-
	SUBTOTAL			\$	(6,850)
DIRECT MA	RKUP				
	LABOR	0%		\$	-
	EQUIPMENT	0%		\$	-
	MATERIALS	0%		\$	-
	SUBCONTRACTOR	0%		\$	-
	SUBTOTAL MARKUP			\$	-
SUBTOTAL	WITH DIRECT MARKUP			\$	(6,850)
			TOTAL ADDITIONAL V	VORK \$	(6,850)
			GRAND TOTAL THIS CH	ANGE \$	(6,850)

Lytle Creek Turbidimeter DATE 07/12/24

QTY	UNIT											TOT
		U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
2.0	HR					\$ (84.14	) \$ (168.28)					\$
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### BOARD OF DIRECTORS ENGINEERING, OPERATIONS AND PLANNING COMMITTEE STAFF REPORT

DATE: July 25, 2024

TO: Engineering, Operations and Planning Committee

FROM: Joanne Chan, Director of Operations

SUBJECT: WELL 11 REHABILITATION

### **BACKGROUND:**

In accordance with the 1961 stipulated judgment, it sets forth specified limits on the amount of groundwater extractions allowed by the stipulating parties from the Rialto-Colton Basin based on the average of the elevations of the spring-high water level elevations from each of three index wells. Well 11 is one of the index wells.

District staff became aware the access port in Well 11, the sounding tube, was blocked by unknown objects when attempted to measure the water levels in March 2024. When the pump got pulled for inspection, it also provided staff access to measure the water levels. As the well components were disassembled, it was discovered that the pump bowl assembly requires repairs due to wear and tear and approximately 360 feet of column pipe needs cleaning. The well casing shows heavy plugging with both physical and microbial materials. Additionally, the pump inlet will be lowered by adding an additional 60 feet of column to draw water in from deeper water levels. The current setting allows for the pump to break suction as the water levels have dropped over the years. Attached as **Exhibit A** is the Well Survey Report.

The project consists of using high-energy pressure pulses to aggressively break up mineral scales and biofilms from well screen and surrounding gravel pack, performing dual air swab to airlift debris to the surface, repairing the pump bowl assembly, performing post-rehabilitation video survey, and disposing of all debris.

### **DISCUSSION:**

On January 29, 2024, a Request for Proposal (RFP) was issued and publicly advertised on PlanetBids. Five (5) firms – General Pump Company, Inc. (GPC), Well Tec Services (WTS), Best Drilling and Pump, Inc. (BDP), South West Pump & Drilling, Inc. (SPD), and Layne Christensen Company (LCC) – submitted proposals for as-need maintenance and repair services. The District awarded the contract to General Pump and executed the agreement on April 4, 2024.

General Pump has the entire well pump assembly and motor in their shop and has assembled a quote totaling \$153,099.61 for the Well Rehabilitation project. Attached as **Exhibit B** is the

Inspection Report and Quote received on July 11, 2024. Going forward and completing the repair and replacement with General Pump would ensure the well is back in service in the shortest possible timeline.

### **FISCAL IMPACT:**

This item is not included in the Fiscal Year 2024/25 Capital Budget and will be funded from the contingency with a budget of \$503,341.00. A summary of the requested budget transfer is as follows:

Project	Current Budget	Transfer From/To	Remaining Budget
Well 11 Rehabilitation	\$0.00	+\$153,099.61	\$153,099.61
Contingency	\$503,341.00	-\$153,099.61	\$350,241.39

### **STAFF RECOMMENDATION:**

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

- 1. Approve the Well 11 Rehabilitation project with General Pump in the amount of \$153,099.61; and
- 2. Authorize the General Manager to execute all necessary documents.

### **ATTACHMENT(S)**:

- 1. Exhibit A Well Survey Report
- 2. Exhibit B Inspection Report and Quote

# **EXHIBIT A**

**COMPANY NAME: WELL INSPECTED:** FIELD NAME: STATE:

General Pump WVWD Well 11 Rialto California

DATE: 5/16/2024 One **RUN NO:** 24516 JOB TICKET: 709.8 ft. **TOTAL DEPTH:** 359.1 ft. **WATER LEVEL:** No **OIL ON WATER:** AMT: None

Nelson

3.4.a

**WELL ADDRESS: GPS LOCATION:** 

238 W. Victoria N34o6'44"

16.00 in **GUIDE SET:** 

**OPERATOR:** 

Superior Wel	GPS LOCATION:	N3406'44"		GUIDE SET:	16.00 in
Superior West	Tourveys	W117o22'27'		CHRIS NELSON @	(909) 809-9815
DEPTH	OBSERVA	ATIONS			
0.0 ft.	Start survey at top of casin	ıg.		PERFORATION	FROM SURVEY
160.0ft	Spalling on casing.			Mills Knife	323.2 ft. to ?
323.2ft	Top of slots; no water.				
343.7ft	Slots appear open no wate	er.			
359.1ft	SWL; water clear visibility {	good.			
376.6ft	Hard scaling on casing.				
389.0ft	Slots appear fairly open.				
426.3ft	Nodules on casing.			CASING SIZE	FROM SURVEY
441.8ft	Slots appear open.			20.00 in	0.0 ft. to 709.8 ft.
540.0ft	Scale build-up.				
580.5ft	Slots appear open.				
655.4ft	Nodules on casing.				
709.8ft	Fill; end survey.			The state of the s	
			0323.2 F	<b>建建筑城</b> 上的。	0343.7 F
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# **EXHIBIT B**



159 N. ACACIA STREET \* SAN DIMAS, CA 91773 PHONE: (909) 599-9606 \* FAX: (909) 599-6238

CAMARILLO, CA 93010 \* PHONE: (805) 482-1215 www.genpump.com

### **WELL & PUMP SERVICE SINCE 1952**

Serving Southern California and Central Coast

Lic. #496765

July 11, 2024 Job # 16227

West Valley Water District 855 West Baseline Road Rialto, California 92337 Attn: Sergio Granda

Subject: Well 11 - Revised

General Pump Company is pleased to provide our quote to repair and reinstall the pump equipment of well 11. The pump setting will be lowered an additional 60' making the new pump setting 424'. The current setting allows for the pump to break suction as the water table has dropped significantly in the general area. The well perforations are 80-90% blocked with biological matter. It is recommended to initially wire brush the well, Airburst the well to break up the hard nodule deposits, it will also help break down the cemented formation. The well will then be double swab airlifted to remove the deposits and a final video will be taken at the conclusion of the well work. Please allow 5-6 weeks to complete the work after approval.

Note: All labor rates per 2024 On-Call Well Maintenance Agreement:

### **Engineering Inspection Notes**

- <u>Bowl Assembly:</u> Goulds 13CHC 6-Stage bowl assembly portrays pitted/corroded external surface of bowl castings throughout. 10" NPT Suction case exhibits moderate buildup on bowl casting mating register. Seal ring area clearance between impeller skirt and bowl casting throughout bowl assembly significantly exceeds manufactures recommended tolerances. Ranging from .085 to .115 clearance suggesting excessive wear. Bowl bearings are comprised of bronze that are worn to the point of being oversized. Lock collets are comprised of carbon steel. Bowl #2 is more advanced in degradation than others to the point of brittleness. All impeller skirts portray moderate wear on seal ring area. 1-15/16" 10TPI bowl shaft turns down to 1-11/16" at discharge. Bowl shaft exhibits considerable wear within bearing journals as well as grooved ring wear suggesting a lip seal ring was installed originally. All hex head bolting is comprised of grade 8 carbon steel and is heavily oxidized/pitted. <u>Labor:</u> New bowl assembly to be acquired for installation. Inspect pump ensuring manufacture tolerance/clearances. Verify material & lengths. Prep for installation.
- Suction Pipe: 10" x 80' steel slotted engineered suction has been torched/cut during pump removal process. Bottom of suction has a cap with a hole that reduces inlet down to 6". Qty (3) out of 4 suction pipe have perforation slots with (2) having 1/8" wide perforated slots and (1) having 1/4" wide perforated slot. All are heavily encapsulated with iron bacteriological encrustation. Labor: Due to torched/cut engineered suction pipe, new 8" x 10' suction pipe to be acquired for installation. Test fit threads with bale ensuring no burrs are present. Weld lifting lugs. Prep for installation.
- <u>Column Pipe</u>: 12" x 360' Butt column pipe exhibits moderate pitting within multiple column pipe throughout column body. Couplings range in wall thickness suggesting potentially a mixed amount of pipe used during prior installation. Qty (2) column pipe are also coated ID/OD compared to others that are not. Faces of couplings are pitted and all pipes portray iron bacterial buildup within ID. <u>Labor:</u> Remove tube & shaft assembly from column pipe. Steam clean, wire brush threads, test fit both ends, measure & stab tube and shaft assembly in prep for installation. Qty (3) 12" x 20' butt column pipe to be acquired plus Qty (1) 10" x 5' threaded both-end column off the bowls to extend length of pump to 429' total pump depth. Steam clean & tighten couplings of new column pipe. Measure & stab with new tube & shaft assembly. Install new 10" x 12" reducer bushing on 5' column pipe off bowls. Install new 12" butt coupling. Prep for installation.



### **Engineering Inspection Notes** – (Con't)

- <u>Tube & Line Shafts:</u> 3" x 1-11/16" Fairbank Morse tubes portray moderate oxidation/bacteriological buildup on external surface. 12TPI LH end bearings exhibit minor wear within ID of bearings. <u>Labor:</u> Pull all tube & shaft assembly from column pipe. De-rag & remove shafting from tube assembly. Steam clean tube & line shafts. Wire brush female threads on both ends of tubes. Remove & replace end bearings. Recondition customers' existing 3" x 2-1/2" t-bearing to top tube. Polish, deburr, chase line shaft. Remove & replace shaft couplings. Qty (5) 3" x 1-11/16" x 20' Fairbanks Morse tube & shaft to be acquired. Qty (3) to be used for extension of pump, Qty (2) to be replacing two of the most degraded existing tube & shafts. Qty (1) 3" x 1-11/16" x 5' Fairbanks Morse tube & shaft to be acquired for 5' column off bowl assembly. Test fit all new material to ensure proper fit with existing material.
- <u>Top Column & Flange:</u> 12" x 48" top column threads directly into column adapter that is welded into the base of cast discharge head. ID of top column portrays moderate iron bacteriological encrustation and pitting. <u>Labor:</u> Remove top column pipe from discharge head to prep head for delivery to be sand blasted. Steam clean top column, wire brush threads, test fit with bale to ensure no burrs are present. Reinstall on discharge head upon arrival from being sand blast.
- <u>Discharge Head</u>: 12" flat face cast discharge head w/ 24" Square base appears to be in reusable condition exhibiting minor wear or damage. 12" x 48" top column nipple threads directly to head. Tube tension register and sealing surface portrays minor wear that can be cleaned up for reinstall. Airline access hole filled in with caulking. Fairbanks Morse tube tension stretch assembly turns down to 2-1/2 x 1-11/16". ID of bearing side of tube tension assembly is 1-3/4" <u>Labor</u>: Remove top column and pressure wash discharge head. Clean existing airline access point and remove existing caulking. Open airline access point hole to accommodate 1-1/4" sounding tube. Drill 1/2" hole on plug on adjacent access hole for airline access. Deliver & pickup discharge head from sand blast. Repaint discharge head and reinstall top column. Replace bolting, gaskets, O-rings.
- Head Parts: 2-1/2" x 1-11/16" tube tension/oil receiver bearing portrays minimal wear externally. Receiver bearing is 2-1/2" therefore there is a changeover bearing below more than likely off top tube.
   Labor: Machine & re-sleeve existing oil receiver/tube tension bearing to 1-11/16" ID. Prep for installation.
- <u>Motor:</u> 250HP Emerson VHS motor meg ohms low at 10 @ time of inspection. <u>Labor:</u> Wipe down/clean up motor, provide proper iso motor oil and prep for installation.
- <u>Sounding Tube:</u> No sounding tube included in original pump design. <u>Labor:</u> Qty (44) 1-1/4" x 10' sch. 80 flush coarse thread pvc to be acquired for installation. Fabrication to be made to discharge pipe to accommodate new sounding tube inclusion.
- <u>Airline:</u> 1/4" x 364' SS airline cut and scrapped during pump pulling operation. Requires full replacement.
- Other Parts: Several 3" x 1-11/16" black widow spiders broken and remain inside column pipe. Labor: Replace black widow spiders and verify size to match tube and column pipe.

### Cost Proposal

### Shop Labor

		<u>Hours</u>
•	Engineering inspection and report	(Included)
•	Pressure-wash and prepare bowls for disassembly	2
•	Tear down and inspect bowls; provide report and recommendations	6
•	Pressure-wash and inspect T&S assemblies	3.5
•	Recondition customers' existing 3"x 2-1/2" T bearing	1
•	Unload and stage new pump materials; quality assurance	4
•	Tear down and inspect new bowls; reassemble and prepare for installation	8
•	Check proper fit of new suction pipe and strainer; weld lugs and prepare for installation	2.5
•	Check proper fit of new column pipe; steam-clean and tighten couplings	2.5
•	Steam-clean reusable column pipe; wire brush and chase threads; prepare for installation	16



### Shop Labor – (Con't)

		<u>Hours</u>
•	Uncrate, stage, and check proper fit of new tube & line shafts	2.5
•	Steam-clean, wire brush, polish, debur, chase, and balance reusable line shafts	12
•	Pressure wash, wire brush, de-burr, test fit existing tube assemblies	10
•	Set-up and stab tube & shafting assemblies in column pipe; stage equipment	2.5
•	Remove top column nipple from discharge head	1
•	Deliver head to Sandblaster; Load-up, trave time, and unloading	2
•	Pick-up head from Sandblaster; travel time, load-up, and unloading	2
•	Steam-clean top column assembly and wire brush mating areas	3
•	Machine discharge head parallel and concentric to pump center line	8
•	Install top nipple assembly on discharge head	1
•	Retap holes on discharge head, paint to finish, and prepare for installation	3
•	Machine discharge head to accommodate 1-1/4" sounding tube access	2
•	Fit and fabricate new SS CAL-OSHA Window Screens	2
•	Rebuild existing packing box assembly to manufacturer's standards	5
•	Set-up, plumb, and install copper oil receiver line; recondition oil pot & solenoid	2
•	Handle client's motor: load, unload, stage, and prepare for installation	1
•	Check proper fit of new Airline assembly; gather bracket & fittings and prep for	1
	installation	
•	Check proper fit of new PVC sounding tube; stage and prepare for installation	1
•	Clean and recondition components in parts bucket/Replace as necessary	2
•	Gather necessary gaskets, fittings, and bolting to accommodate pump installation	2
•	Dispose leftover junk materials	2

Est. 112.5 Hrs. @ \$110/Hr. \$ 12,375.00

### **Materials**

•	8" 316SS Cone Strainer	\$ 694.00
•	8" X 10' X .277" TOE NPT Suction Pipe	648.00
•	Hydroflo 12KC - 7 Stage O/L Bowl Assembly *1-2 Week Lead Time*	17,020.00
•	10" X 5' X .365" TBE Butt Nipple	608.00
•	10" X 12" Column Adapter/Bushing	1,292.00
•	12" Butt Column Coupling	345.00
•	12" X 20' X .330" TNC Butt Pipe	6,598.00
•	3" X 1-11/16" X 5' T&S Assembly	592.00
•	3" X 1-11/16" X 20' T&S Assembly	7,590.00
•	3" X 1-11/16" Fairbanks Morse 12TPI LH Bearings	3,150.00
•	1-11/16 Carbon Steel Shaft Coupling 10TPI	633.00
•	1-11/16" 304SS Shaft Coupling	62.00
•	Materials to Refurbish 12" Discharge Head	482.00
•	Stainless-Steel Material for CAL-OSHA Screens	160.00
•	1-11/16" 416SS Head Shaft w/ Nut & Key	1,280.00
•	Materials to Rebuild 1-11/16" Tube Tension Oil Receiver Bearing	368.00
•	Material for Copper Oil Receiver Line	67.00
•	1/4" SS Airline Assembly w/ Gauge, Bracket, and Fittings	1,958.00
	•	



### Materials - (Con't)

•	Banding and Buckles for Airline Assembly	320.00	
•	1-1/4" X 10' SCH-80 Flush-Thread PVC Pipe	3,386.00	
•	12" BWS Centralizer	228.00	
•	150# Discharge Gasket w/ Grade 5 Nut & Bolt Kit	72.00	
•	J-Box Electrical Connection Kit	282.00	
•	ISO Oil for Electric Motor	110.00	
•	Consumables (Grease, Sealer, Solvent, Etc.)	220.00	
•	Estimated shipping and handling	675.00	
•	Sales Tax @ 7.75%	3,785.10	\$ 52,625.10

### **Outside Service**

Sandblast Discharge Head

\$ 620.00

### Phase 1 – Wire Brush

- Mob to site, conduct brief tailgate safety meeting
- Rig up equipment
- Wire brush well with stiff wire brush, use two (2) brushes to ensure proper brushing
- Use brush with chlorine basket during brushing
- Bail accumulated fill into roll-off bin
- Prep well for video

Mobilization & Demobilization	\$ 200.00
Two Men Combo Rig	
<i>Est.</i> 20 Hrs. @ \$375/Hr.	7,500.00
<i>Est.</i> OT − 4 Hrs. @ \$130/Hr.	520.00

### **Outside Service**

• Video log well 1,200.00

### **Shop Labor**

- Load / unload brushes/bailor
- Fabricate two (2) wire brushes

Est. 22 Hrs. @ \$110/Hr. 2,420.00

### **Materials**

HTH granular chlorine	228.00
• Freight	75.00
• Sales Tax @ 8.75%	26.51



#### Rentals

• NPDES Compliance 2,500.00

• Steel brushes with chlorine chambers

Est. 2 Hrs. @ \$400/Hr. (x2) 800.00

• (1) 18 cu/yrd roll-off, includes analytical, disposal. 1,800.00 \$ 17,269.51

### Phase 2 (Airburst)

### • Airburst Technician & Equipment

One (1) 10-Hour day @ \$12,800 \$ 12,800.00

### Support Equipment

Two Men Combo Rig

**Est.** 10 Hrs. @ \$375/Hr. 3,750.00 **Est.** OT 2 Hrs. @ \$130/Hr. 260.00

### **Dual Swab Airlift**

• Airlift perforations from 445'-980' to remove detached tubercle and biological growth

Two Men Combo Rig @ \$375/Hr.

One Man & Rotary Crane @ \$220/Hr.

Est. 40 Hrs. @ \$595/Hr. 23,800.00 Est. OT 8 Hrs. @ \$195/Hr. 1,560.00

### Rentals

• Air compressor & fuel

Est. 40 Hrs. @ \$75/Hr. 3,000.00

### Field Labor (Install)

- Mob to site, conduct brief tailgate safety meeting.
- Confirm lockout/tagout of energy source.
- Set up crane.
- Install repaired equipment.
- Rest walls and secure.

40T & Two Men	<i>Est</i> . 30 Hrs. @ \$380/Hr.	11,400.00
One Man & Service truck	<i>Est.</i> 30 Hrs. @ \$160/Hr.	4,800.00
Additional man	<i>Est</i> . 30 Hrs. @ \$100/Hr.	3,000.00
OT	Est. 6 Hrs. @ \$260/Hr.	1,560.00

One Man (Electrician) & Service Truck. Est. 8 Hrs. @ \$160/Hr. 1,280.00 \$67,210.00

Perform start up and record data.

### Payment & Performance Bonds

\$3,000.00

Estimated Grand Total \$ 153,099.61



Should you have any questions or need additional information regarding the above summary and associated costs, please do not hesitate to contact us. Thank you for the opportunity to provide a quote for our services and we look forward to working with you on this important project.

### GENERAL PUMP COMPANY, INC.

Tom Nanchy

Tom Nanchy Senior Project Manager