



**WEST VALLEY WATER DISTRICT**  
**855 W. BASE LINE ROAD, RIALTO, CA 92376**  
**PH: (909) 875-1804**  
**WWW.WVWD.ORG**

**ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING  
AGENDA**

**Thursday, January 22, 2026, 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**

**Director Gregory Young, Chair**  
**Director Estevan Bennett**

**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: <https://us02web.zoom.us/j/8402937790>. 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 [administration@wvwd.org](mailto:administration@wvwd.org).**

**If you require additional assistance, please contact [administration@wvwd.org](mailto:administration@wvwd.org).**

## **CALL TO ORDER**

## **PUBLIC PARTICIPATION**

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

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

## **DISCUSSION ITEMS**

1. Updates to the Engineering, Operations and Planning Committee
2. Presentation on Development Update **PG 5**
3. Change Order No. 2 with Merlin Johnson Construction Inc. for the Zone 7 - 18-Inch Transmission Main Crossing Ontario I-15 Freeway Project **PG 31**
4. Water System Infrastructure Installation and Conveyance Agreement with CHIPT Bloomington DC, L.P. ("CHIPT") for the Bloomington, Cactus DC Slover - Waterline Relocation for Services to 19275 S. Slover Avenue **PG 53**
5. Professional Services Agreement with Harper & Associates Engineering, Inc. for Repairs to Reservoirs 4-1 and 4-2 **PG 77**

## **ADJOURN**

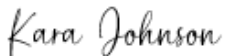
**Please Note:**

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

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

**DECLARATION OF POSTING:**

**I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on January 15, 2026.**



**Kara Johnson, Acting Board Secretary**

*Date Posted: January 15, 2026*





# Development Services Division Development Projects



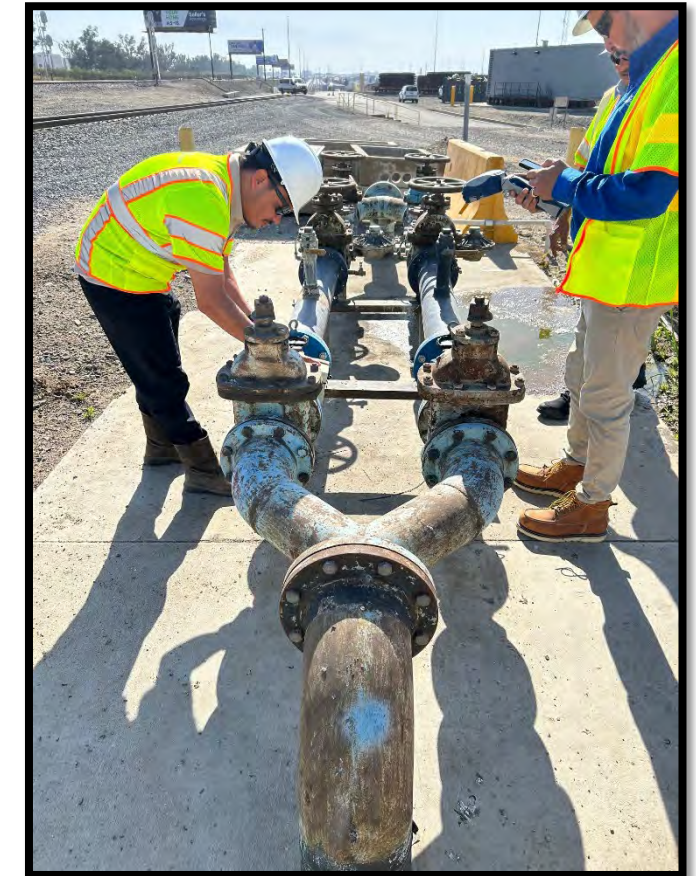
# About Development Services

## Who We Are:

- Daniel Guerra – Development Services Supervisor
- Angela Navarro – Development Coordinator III
- Rene Gabaldon – Assistant Engineer
- Kurt Kazalunas – Engineering Inspector III
- Jeff Guillian – Engineering Inspector II

## With administrative support from:

- Lizett Santoro – Administrative Specialist





# About Development Services

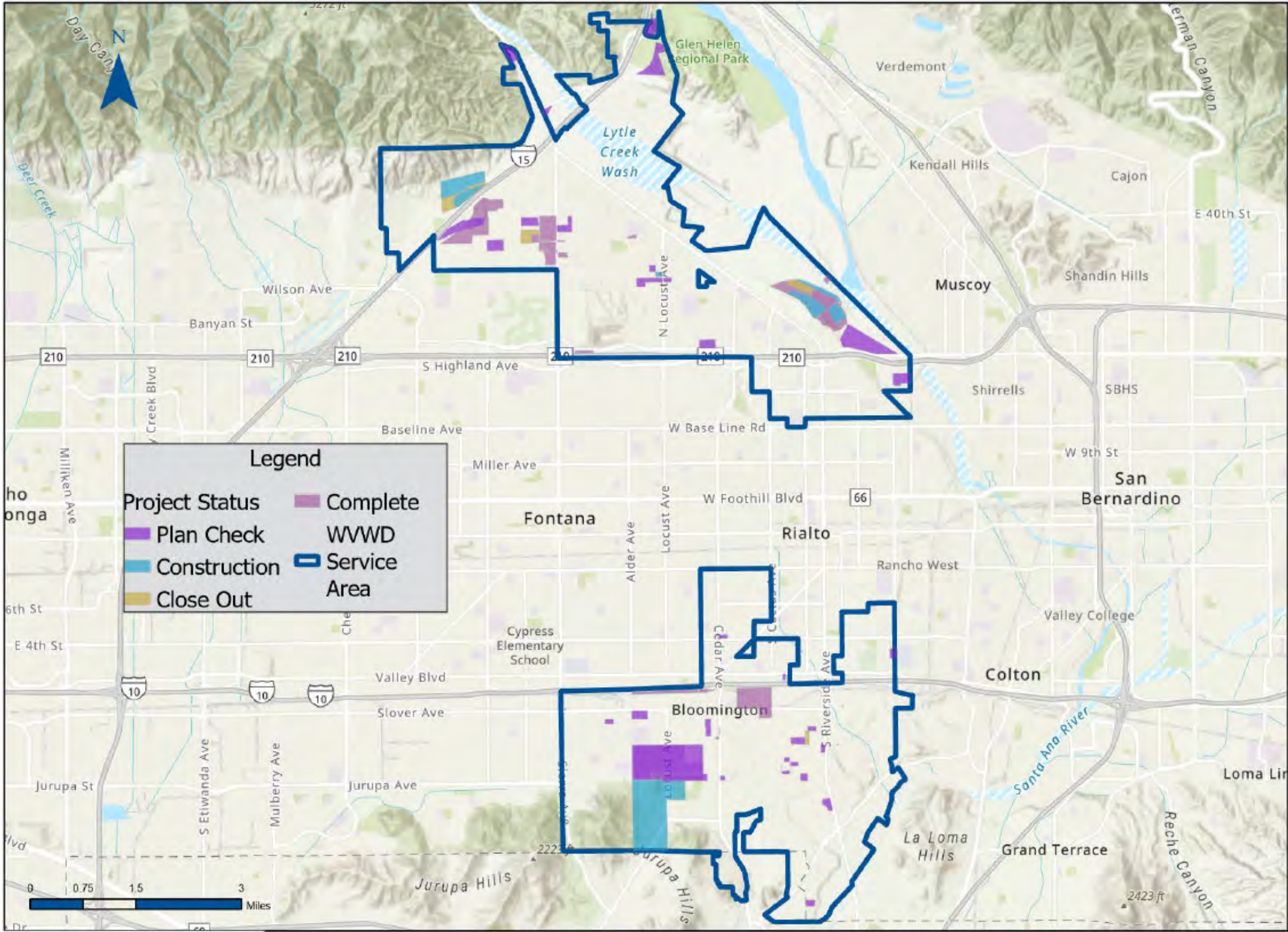
## What We Do:

- Development Coordination (Public Agencies and Developers)
- Plan Checking
- Review Developer Applications
- Project Management for Private Development
- Coordinate Fire Flows and Preconstruction Meetings
- Respond to Utility Requests
- Perform Field Investigations and Inspections
- Coordinate Water Supply Assessments
- Develop Water Infrastructure Agreements
- Negotiate Reimbursable Agreements with Developers
- Review Material Submittals
- Service Area Annexations
- Process Easements and Quitclaims from Developers





# Projects within the District





# Developer Projects

## Types of Projects:

- Tract Homes
- Industrial/Manufacturing Warehouses
- Shopping Centers
- Single Family Homes and ADU's
- Restaurants
- Gas Stations
- Commercial Businesses
- School District



Tract 20092 (Backbone) - El Rancho Verde Parkway  
Tract 20092 - Well Supply Line Replacement  
Tract 20213 (133 Lots S. Casa Grande) - Summit at Rosena  
Tract 20213 Siphon - Casa Grande and Sierra  
Casa Grande Warehouse  
West Valley Logistic Center - Jurupa, east and west of Armstrong  
Fuel Station - 2531 S Riverside Ave., Rialto  
Ventana PA 6 - NWC Citrus Ave. & Duncan Canyon  
Tract 20224 - Monterado (198 Units)  
Tract 20209 - River Ranch (PA 6) (131 Lots)  
Tract 20208 - River Ranch (PA 5) (205 Units)  
Tract 20206 - River Ranch (PA 3) (88 Units)  
Tract 20205 - River Ranch (PA 2) (146 Units)  
Tract 20207 - River Ranch (PA4) (77 units)  
Tract 20363 - Gardens at the Arboretum  
Tract 20364 - Gardens at the Arboretum  
Tract 20069 & 20070 (Lots 234-236) - Monarch Hills  
Tract 20010 (Lots 1-155) - Monarch Hills  
Proposed Trailer Storage Lot - 11062 S. Riverside Ave., Bloomington  
Tract 20362 (Lot 5) - Gardens at the Arboretum  
Tract 20362 (Lot 6) - Gardens at the Arboretum  
Tract 20204 - River Ranch (PA1) Inspector  
ARCO AM PM PROJECT - 11279 Cedar Ave., Bloomington  
Well 5A Improvements  
Well 4A Improvements  
Ventana Lytle Creek Road SCE Corridor  
Carson I-210 Logistics Center  
Well 2 Water Treatment Plan and Well 1 Flush Line (River Ranch)  
Angelus Block - 249 Fortuna Way, Bloomington  
First Industrial Tamarind  
KLC Lilac Ave Bloomington  
Lilac Corporate Center  
Tract 20362 (Lot 3) -The Gardens at the Arboretum  
Tract 20362 (Lot 4) - The Gardens at the Arboretum

2889 Locust Ave Industrial Building  
Santa Ana and Lilac Warehouse  
Bloomington Cactus DC - 19373 Slover Ave., Bloomington  
Willow XC Industrial Warehouse - 2321 S. Willow Ave., Bloomington  
Rialto Commerce Center III - 2175 N. Linden Ave., Rialto  
B&B Plastics - Parcel Map 7173 - NE Laurel Ave. & Tudor Street, Rialto  
International Healing Garden - 2140 W. Buena Vista Dr., Rialto  
New Fontana Secondary Academy - 5124 Oak Grove Avenue, Fontana  
Ventana SP Planning Area 1B (Vasari) - John Previti Ave. & Citrus Avenue  
Jurupa Warehouse - 322 Jurupa Avenue, Bloomington  
Cornerstone Rialto - Northwest Corner of Riverside Ave & Resources Dr  
Avila Collection - 10719 Linden Ave & 10598 Orchard St., Bloomington  
Bloomington Business Park SP - Offsite Jurupa Ave., Linden & 5th St  
Bloomington Business Park SP - Laurel, Locust, Maple, Linden & Jurupa  
Inland Empire Intermodal Terminal  
Tract No. 20407 - East Sycamore  
Lilac Office Building - 2776 Lilac Ave., Rialto  
LPC Sierra Gateway  
Terawatt Rialto - 2560 S. Riverside Ave., Rialto  
Tract 20362 Lot 1 & 2 - Gardens at the Arboretum  
Contractors Yard - 2072 S. Sycamore Ave, Rialto  
Take Away Food Facility - 11362 Cedar Ave., Bloomington  
Bloomington Commercial Center (Cedar Village Plaza)  
Raising Cane's Restaurant 906 - 16940 Slover Ave., Fontana  
Brown Avenue Pallet Yard - 12727 Brown Ave., Riverside  
Oasis at Glen Helen Parkway - NEC 1-15 & Glen Helen Parkway  
Ventana Duncan Canyon Road Backbone 3B - Duncan Canyon 15 Frwy & Citrus  
Sierra Industrial Building - 5187 Sierra Ave  
Locust Gateway Logistic Center - W. Lowell St., & N. Locust Ave  
Santa Ana Truck Terminal - 249 E. Santa Ana Ave., Bloomington  
Rialto Distribution Center 1 - Pepper Avenue  
Mountain Avenue Bees, Inc - 3108 Lytle Creek Road, Fontana  
New Rosena Ranch Fire-Sheriff Station - APN 0239-054-15  
Ventana John Previti Ave (South) Improvements  
AutoZone Store No. 5851  
Bloomington Cactus DC Slover Avenue - Waterline Relocation - 19275 S. Slover Ave.,  
Pepper Clinic - 801 N. Pepper Ave., Colton  
Enterprise Rent-A-Car - 585 W. Valley Blvd, Rialto  
Bloomington Business Park (Phase 1)



# About Development Services

## 2023 Stats:

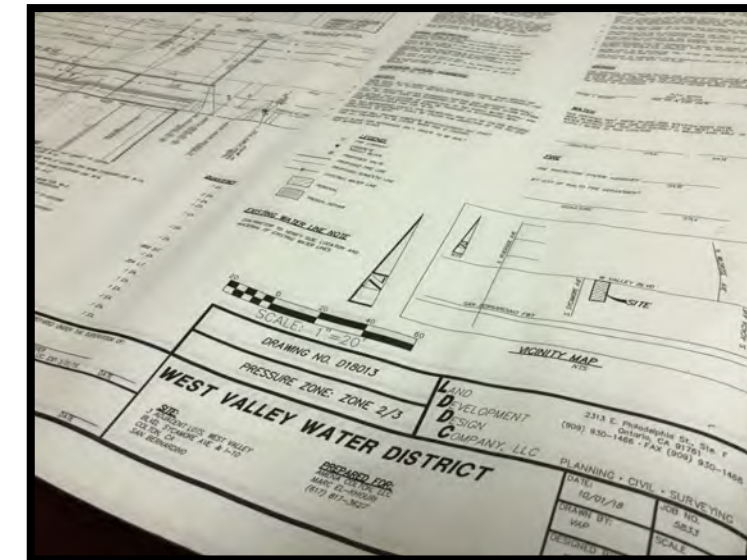
- Plan Checks Received - 13
- Fire Flows Completed - 80
- Will Serve Letters Issued - 28
- Utility Requests Received – 129
- Meters Inspected - 887

## 2024 Stats:

- Plan Checks Received - 23
- Fire Flows Completed - 54
- Will Serve Letters Issued - 30
- Utility Requests Received – 198
- Meters Inspected – 830

## 2025 Stats:

- Plan Checks Received - 12
- Fire Flows Completed - 51
- Will Serve Letters Issued - 26
- Meters Inspected – 112



76 Total Active Projects in various phases of plan check and construction.  
7,532 Total Inspection Hours covering these projects



The cover features the West Valley Water District logo at the top, which includes a stylized mountain range in red and orange, followed by the text "West Valley Water District" in a large, bold, blue font. Below the logo is a wide photograph of a modern, light-colored building with large windows and a sign that reads "West Valley Water District". The building is surrounded by lush green trees. A dark blue horizontal bar separates this photo from the title section. The title "Development Guidelines and Procedures" is written in a bold, black, sans-serif font. Below the title is a diagram consisting of four hexagons arranged in a cluster. Each hexagon contains a photograph of a different type of development: a commercial building (top right), a residential house (bottom left), a commercial building (top left), and an industrial building (bottom right). The hexagons are colored green, blue, and light green. The bottom of the cover is decorated with a light blue horizontal bar and a dark blue horizontal bar.



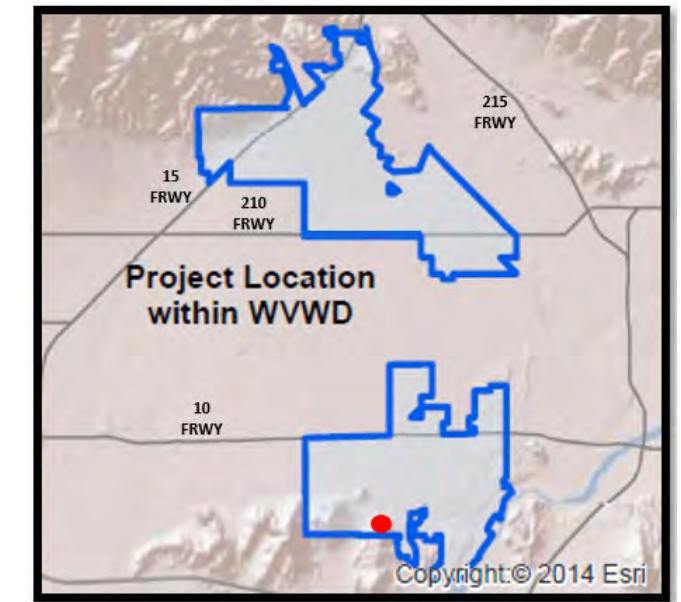
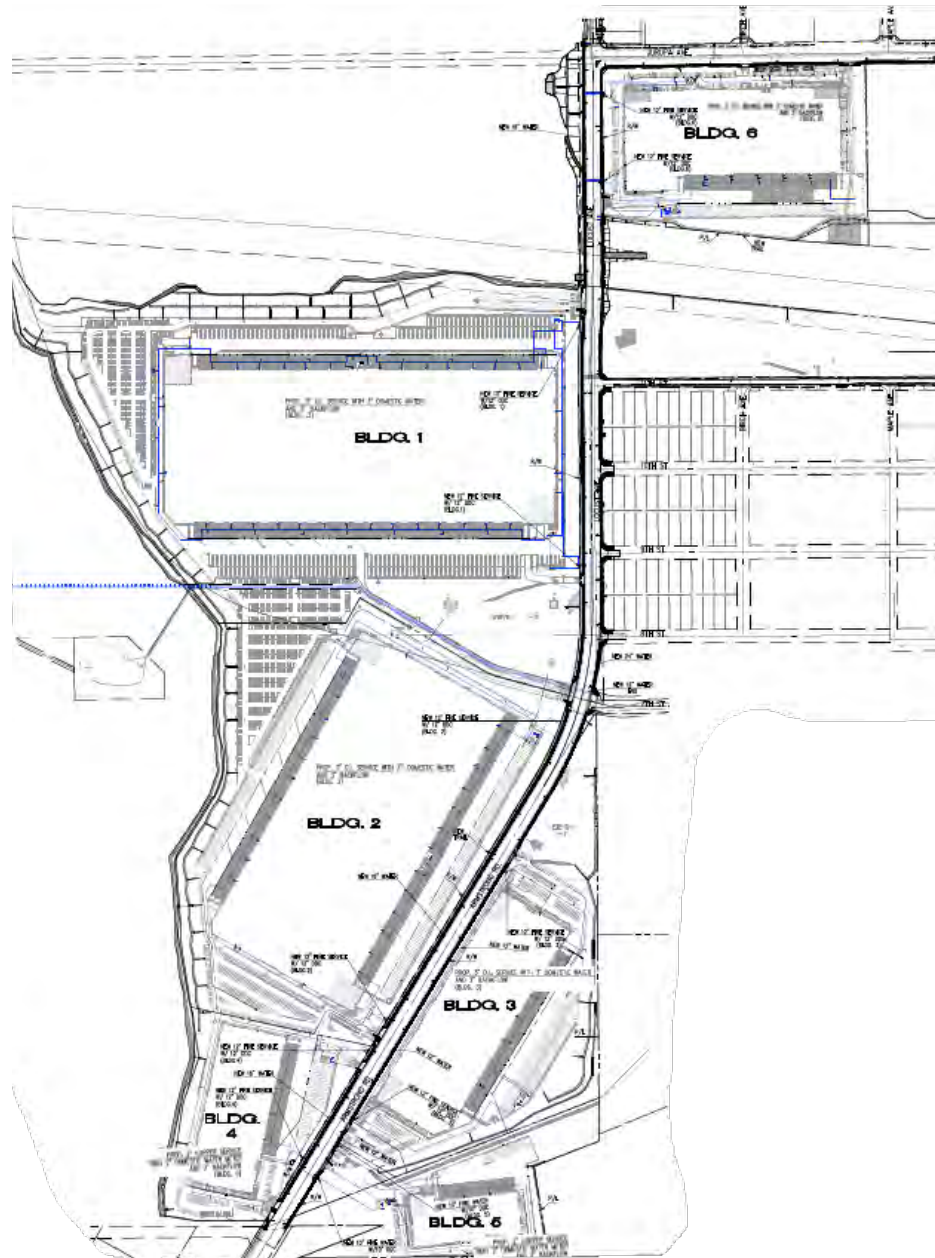
# Multi Phase Long Term Projects in Construction



# West Valley Logistics Center

## Project Highlights:

- 3,700 LF of 18" Z-3 Pipe from Alder Ave to Locust Ave
- 8,000 LF of 16" and 12" Z-3 Pipe from Armstrong Rd to Jurupa Ave
- 2,600 LF of 24" Z-2 Pipe from R2-3 Tank
- New Z-2/Z-3 PRV
- Seismic Upgrades/Retrofits and Recoating for R2-3



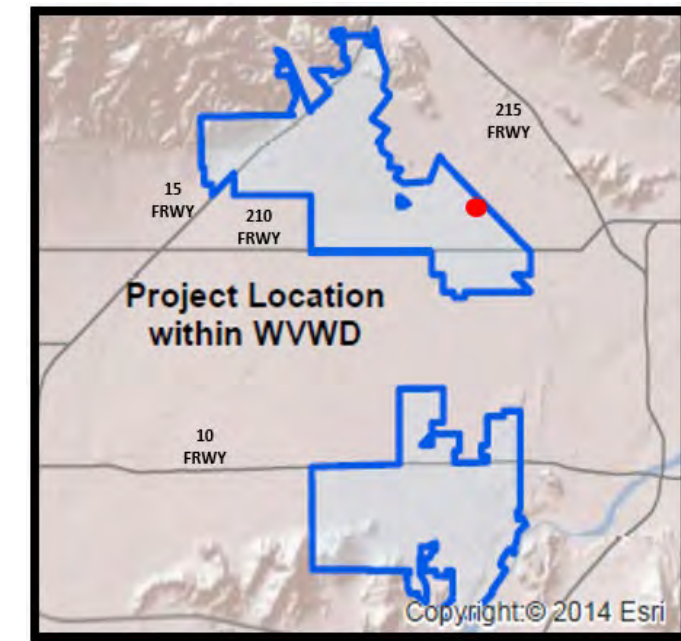
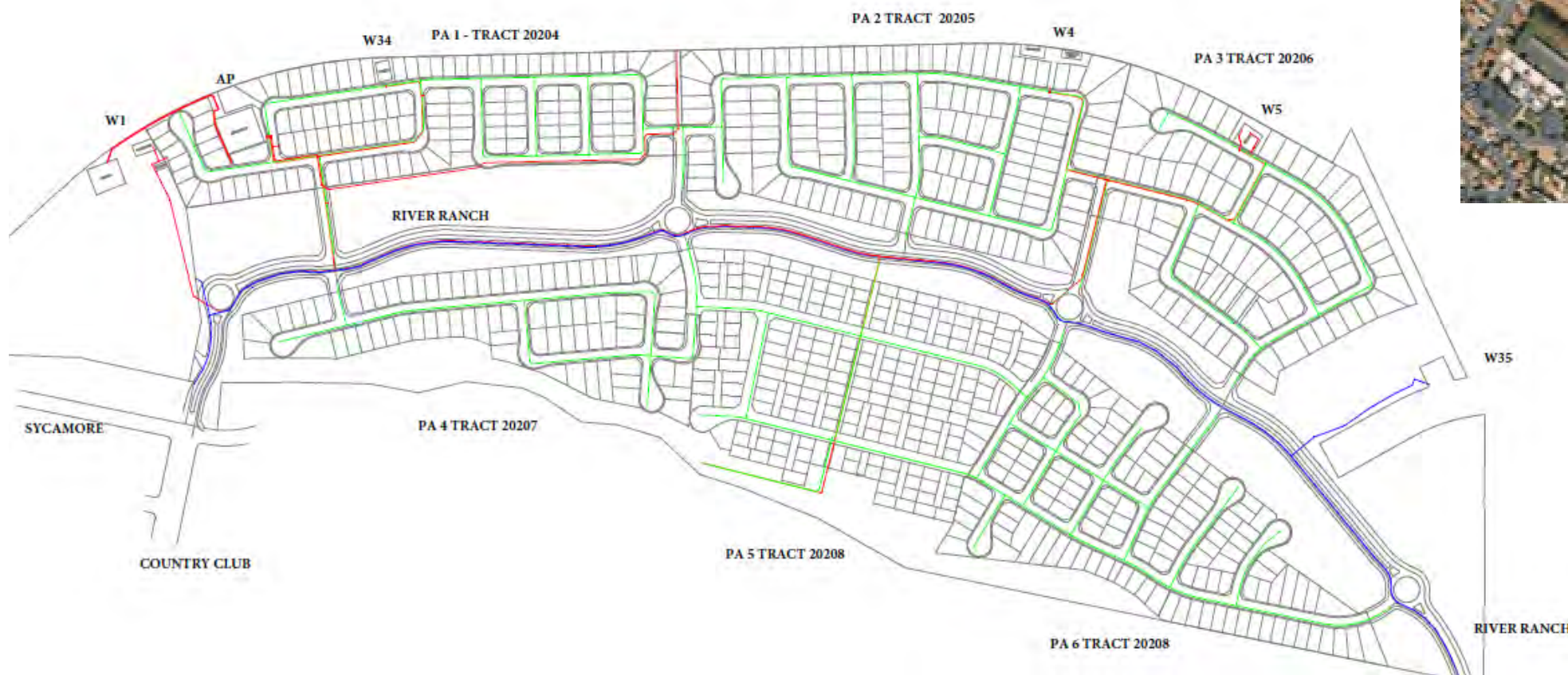
City of Fontana and Bloomington  
Armstrong Rd, Locust Ave, Jurupa Ave



# River Ranch

## Project Highlights:

- 6 Different Planned Communities (776 Units)
- 6,700 LF of 30" Transmission Main from Highland Ave to R4-3
- 12" and 8" Distribution Main
- 18" Well Supply Line
- Upgrades to Well 1, Well 4, Well 5, Well 2 Treatment Plant, Well 34 and Well 35
  - Automated Fencing, Sound Enclosures, Landscaping, etc.



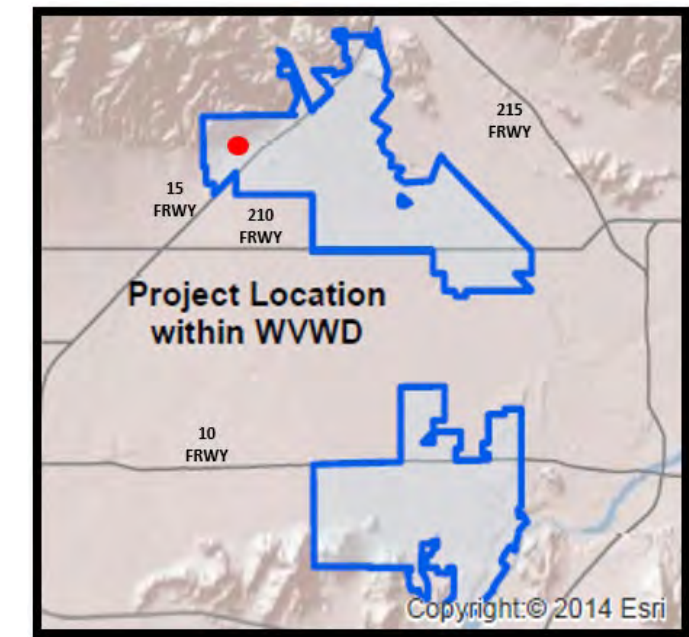
City of Rialto  
Country Club Dr, Highland Ave,  
Sycamore Ave, River Ranch Pkwy,



# Narra Hills

## Project Highlights:

- 3 Different Planned Communities (484 Units)
- 2,400 LF of 18" Transmission Main from Lytle Creek Rd to Crawford Canyon Channel
- 3,600 LF of 12" Distribution Main through Lytle Creek Rd
- 8" Distribution Main throughout the tracts
- Coordination with New Developer



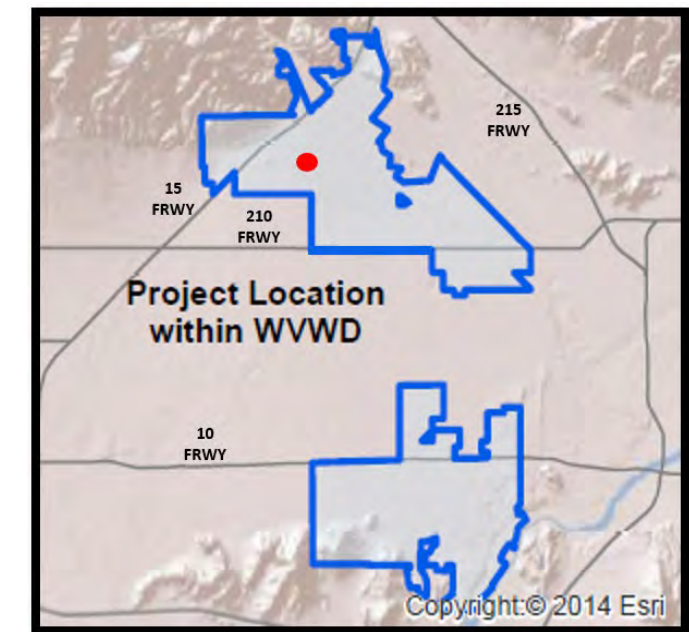
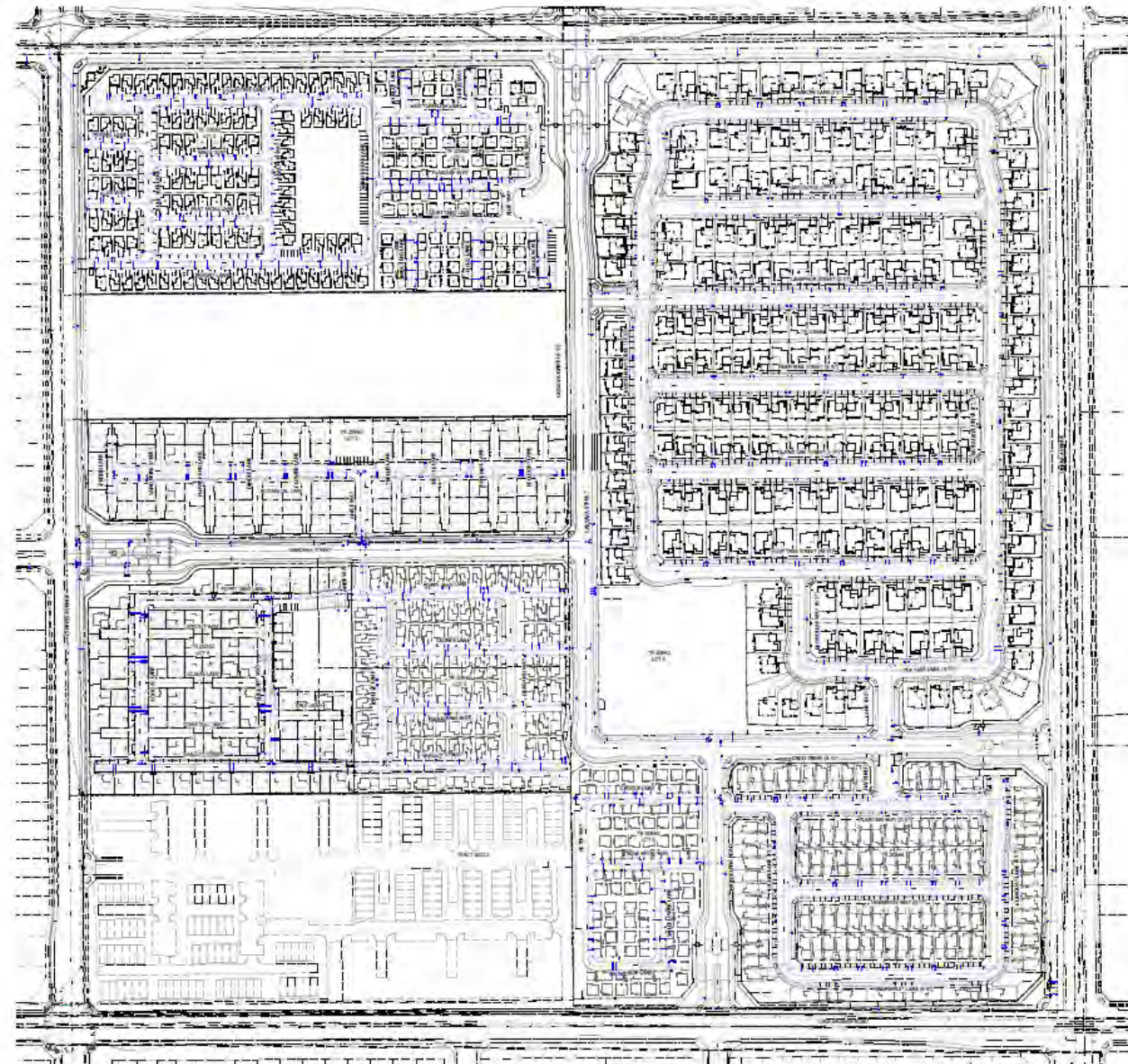
City of Fontana  
Lytle Creek Rd, Coyote Canyon Rd



# Gardens at the Arboretum

## Project Highlights:

- 8 Different Planned Communities (700 Units)
- (2) New Zone 7A/6 PRVs
- Various offsite improvements along Sierra Ave, and Duncan Canyon Rd
- 8" and 12" Distribution Main throughout the tracts



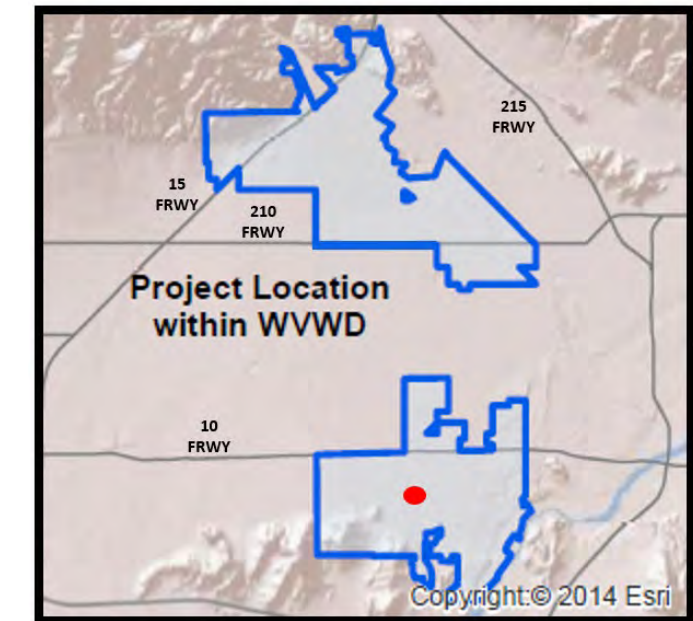
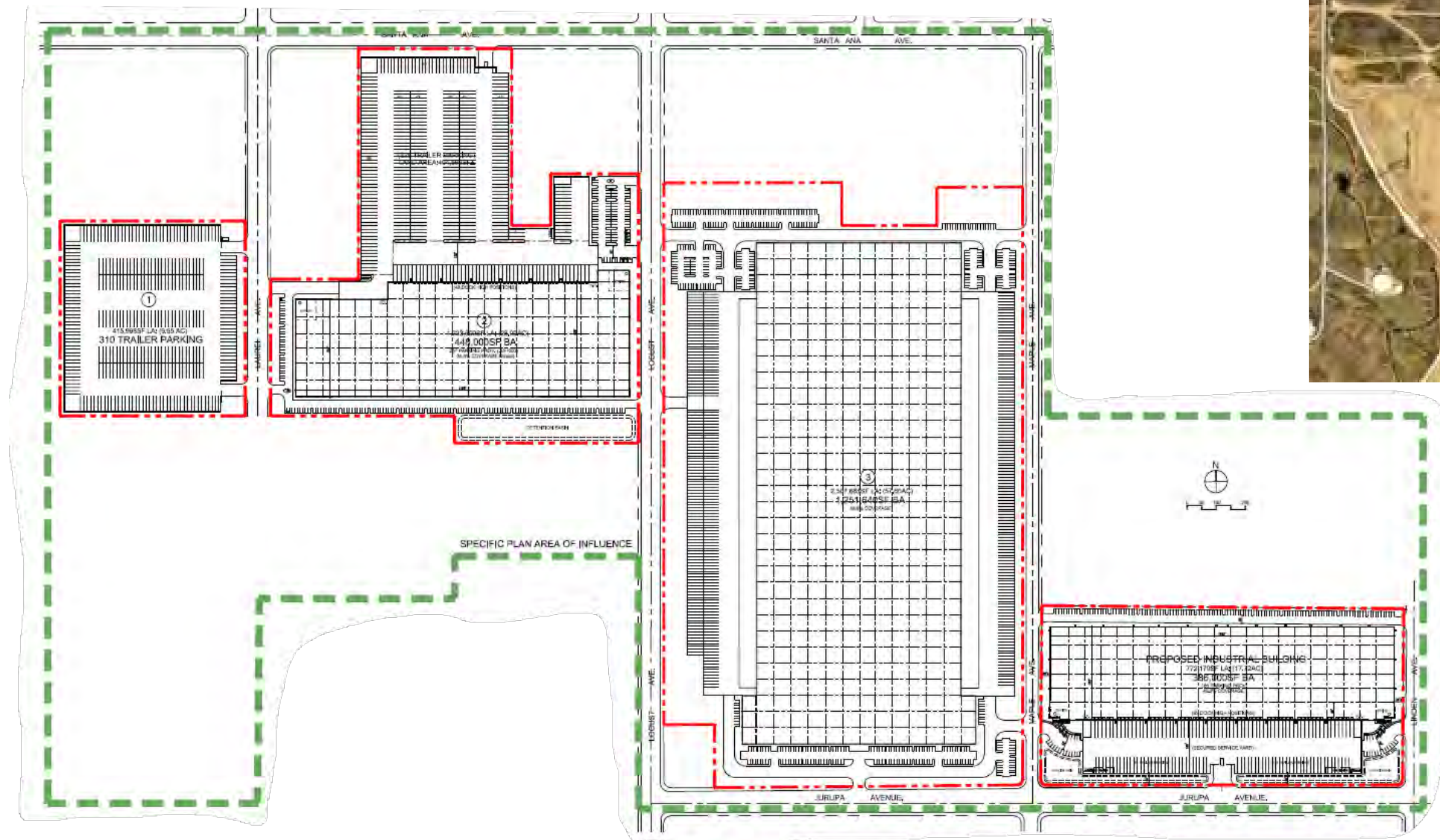
City of Fontana  
Sierra Ave, Casa Grande Ave,  
Cypress Ave, Duncan Canyon Rd



# Bloomington Business Park

## Project Highlights:

- 4,400 LF of 16" Z-2 and Z-3 Pipe replacing older and undersized infrastructure
- 1,000 LF of 12" Z-2 and Z-3 Pipe replacing older and undersized infrastructure
- Various offsite improvements, including new Hydrants, Air Vacs and Valving
- Coordination with New Developer



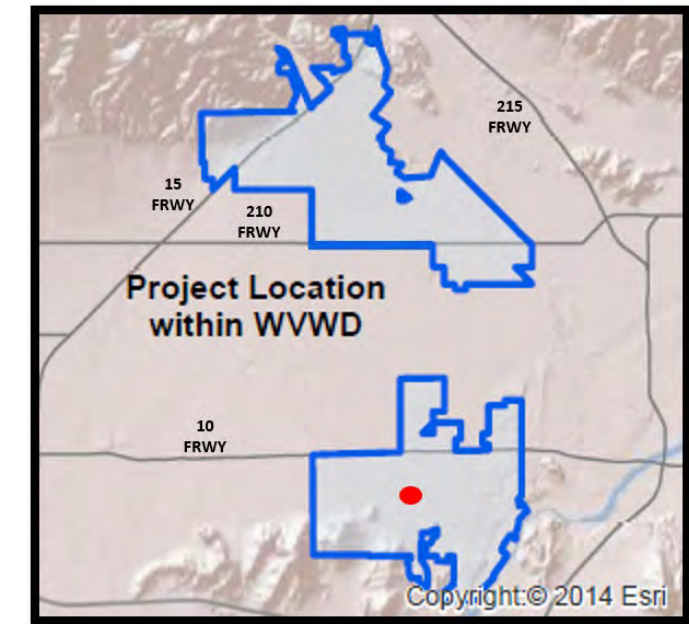
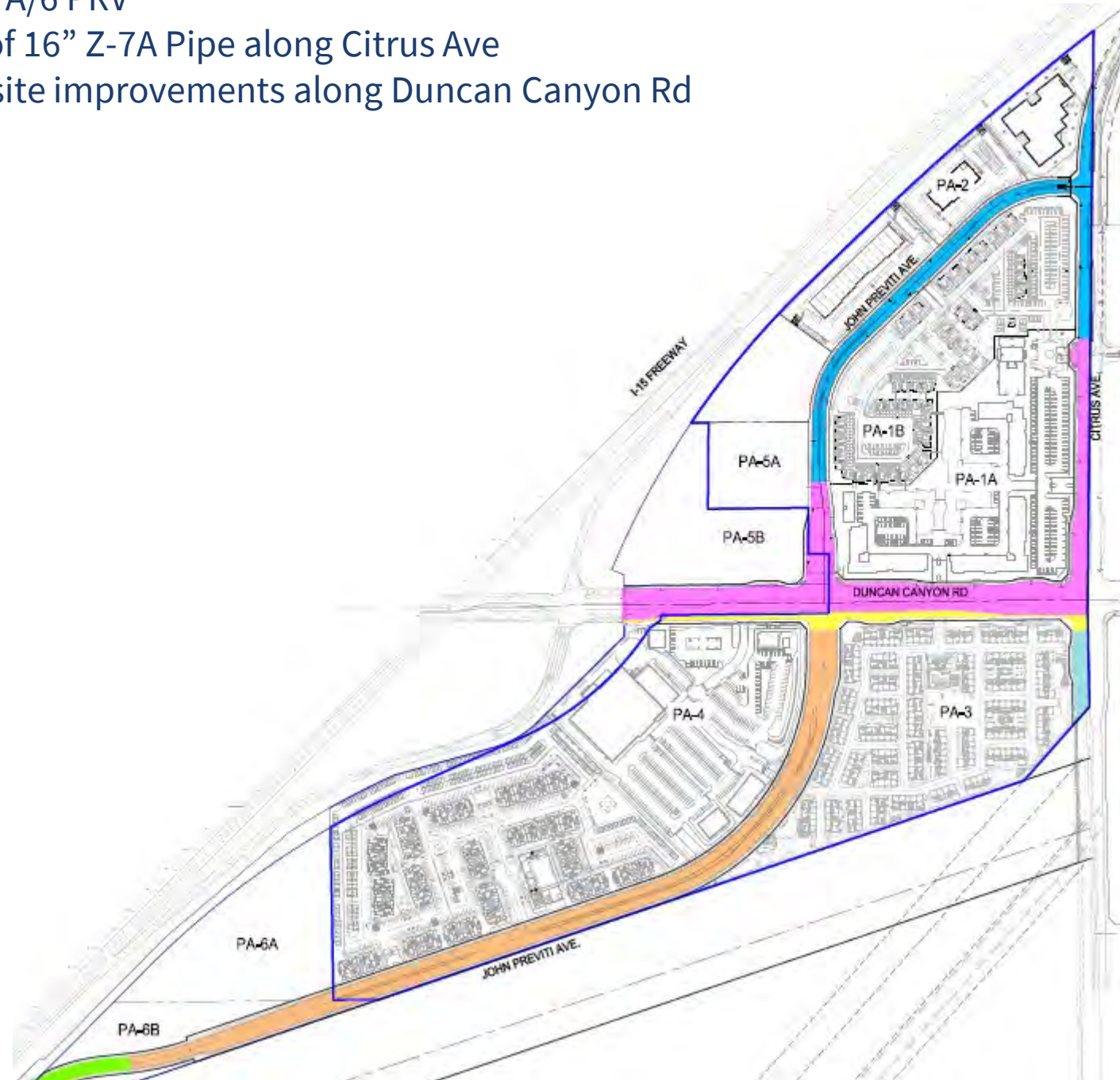
Community of Bloomington  
 Locust Ave, Jurupa Ave,  
 Santa Ana Ave, Alder Ave,  
 Maple Ave, Linden Ave, Laurel Ave



# Ventana

## Project Highlights:

- Mixed Use Development with Apartment Homes, Commercial Center, Single Family Homes, and Businesses (842 Units)
- 5,500 LF of 12" Z-7A Pipe from Citrus Ave to Well 54
- New Zone 7A/6 PRV
- Extension of 16" Z-7A Pipe along Citrus Ave
- Various offsite improvements along Duncan Canyon Rd



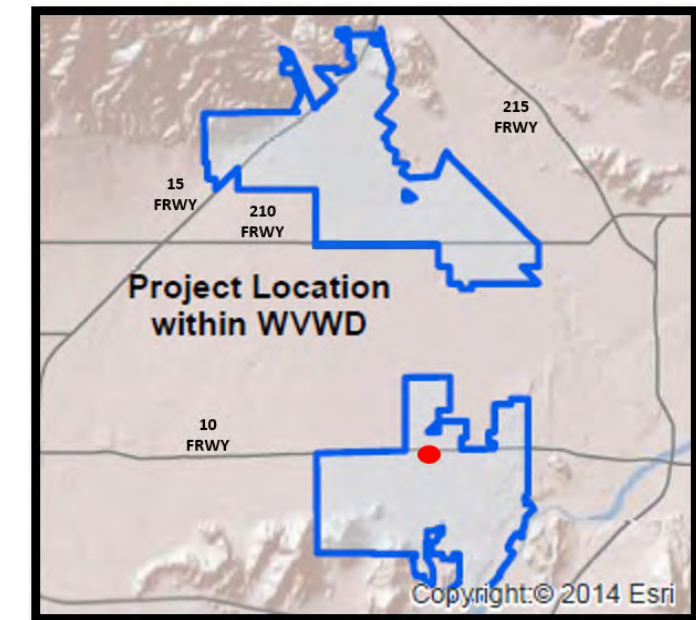
City of Fontana  
Duncan Canyon Rd, Citrus Ave,  
John Previti Ave



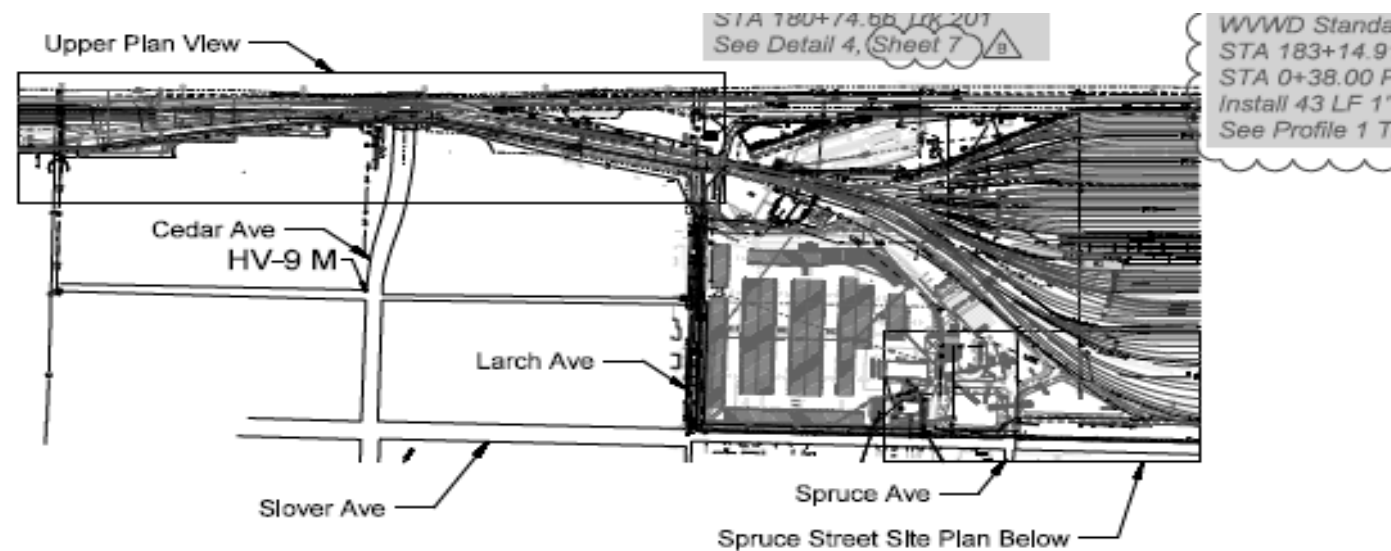
# Union Pacific Railroad

## Project Highlights:

- Relocate and upgrade various facilities within the railroad ROW
  - Hydrants, Meters, Backflows, Sections of Water Main.
- Shared/Coordinated Access to WVWD Facilities



UPRR Right of Way  
Tamarind Ave to Spruce Ave





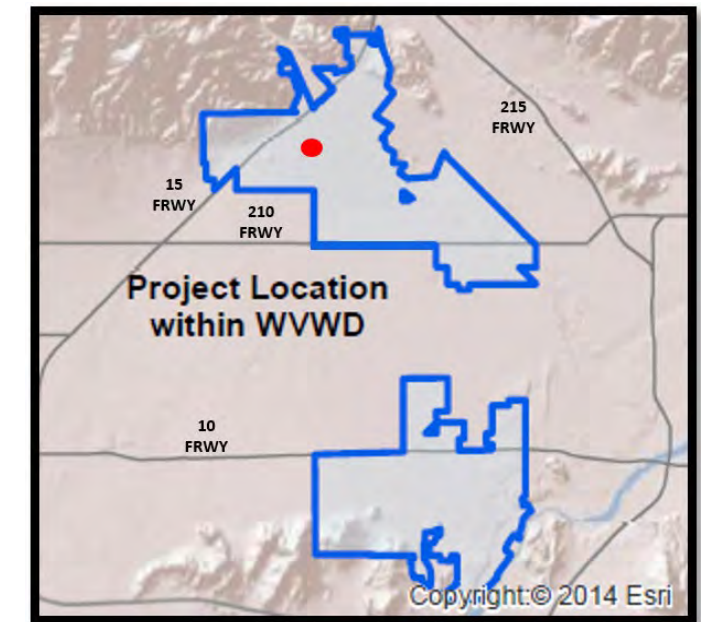
# Projects Coming Soon....



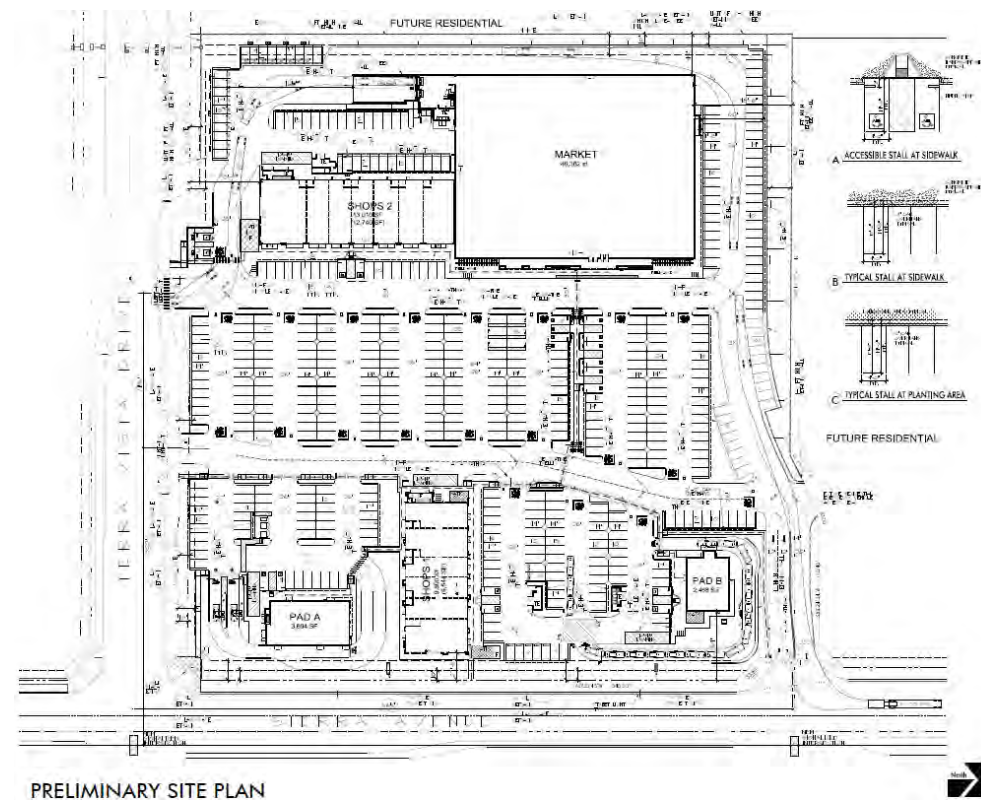
# Arboretum Commercial Center

## Project Highlights:

- Proposed Commercial Shopping Center
  - Anchor Tenant Pad, Drive thru, and Retail



City of Fontana  
Terra Vista Dr, Sierra Ave



PRELIMINARY SITE PLAN

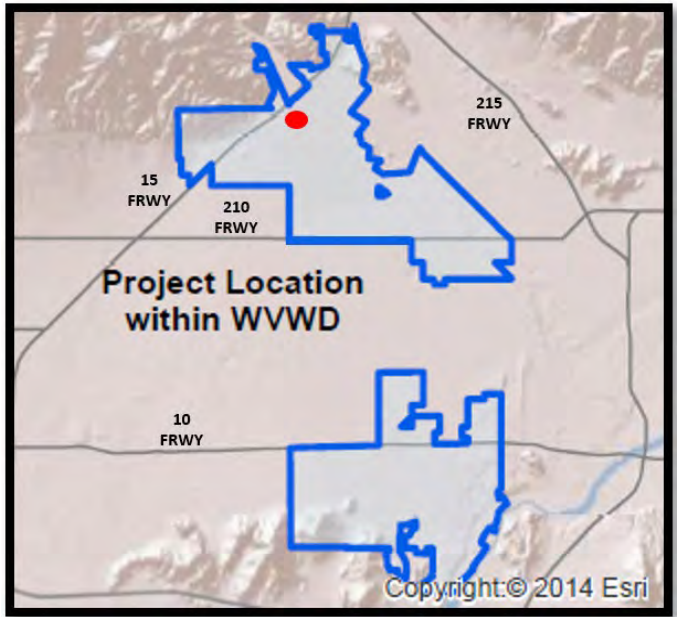




# Pinnacle at Sierra Crest III

Project Highlights:

- Residential Community (105 Units)



City of Fontana  
Sierra Ave, Riverside Dr

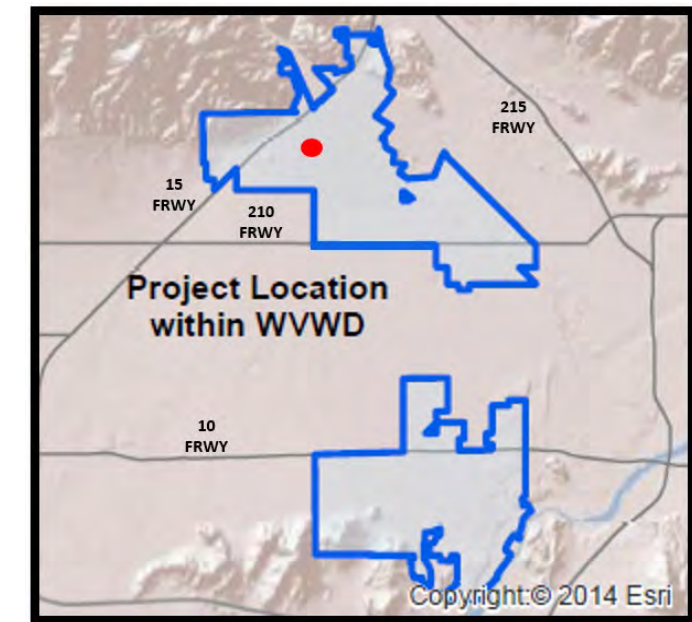




# Resort Village

## Project Highlights:

- Apartment Community (270 Rental Units)



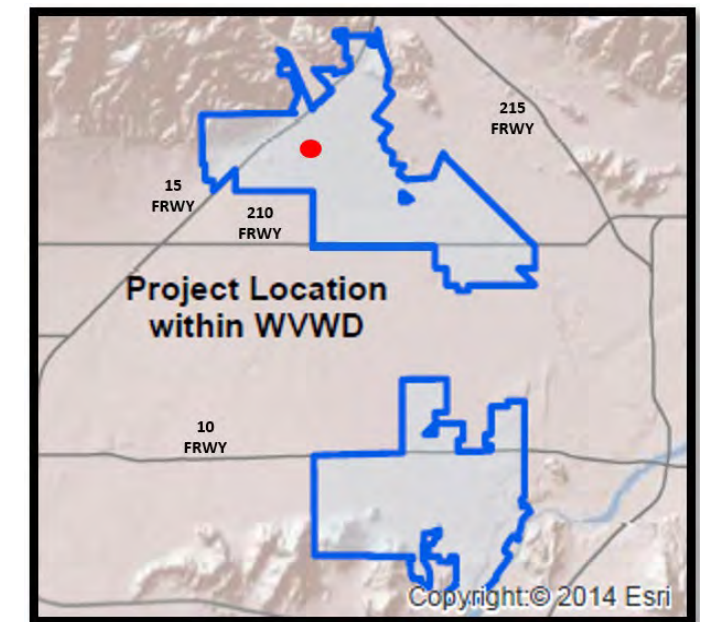
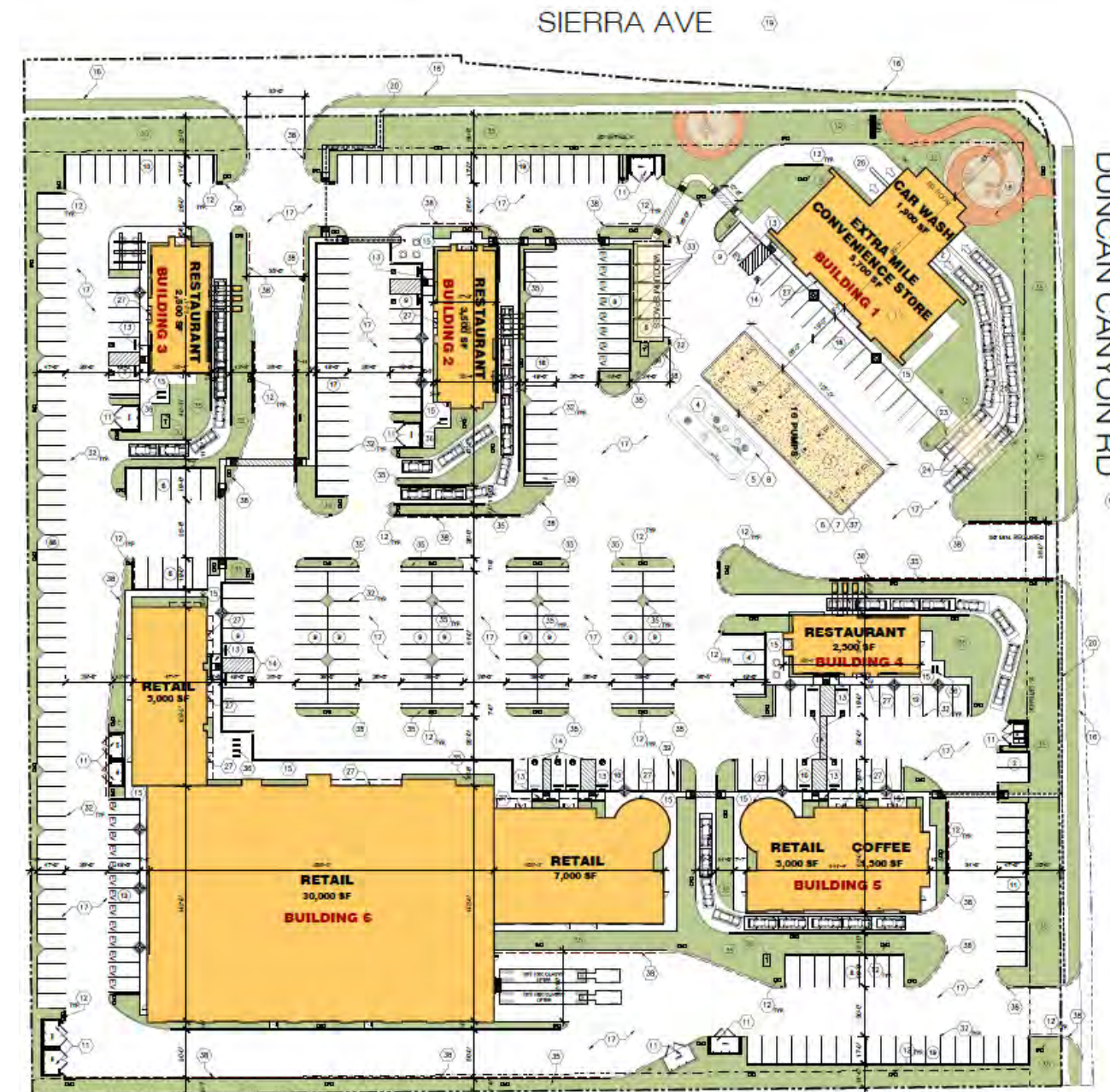
City of Fontana  
Sierra Ave, Grapeland Ave,  
Cassava Ave



# The Gateway

### Project Highlights:

- Commercial Shopping Center
  - Anchor Tenant Pad, Gas Station, Drive thru and Retail



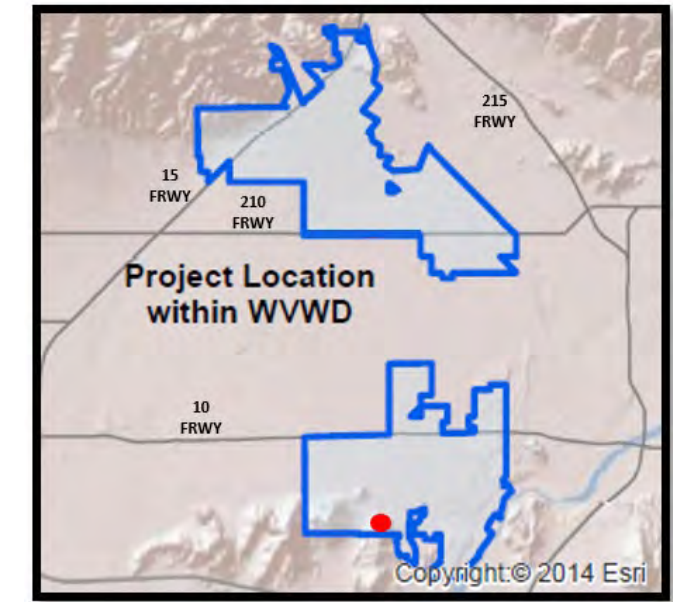
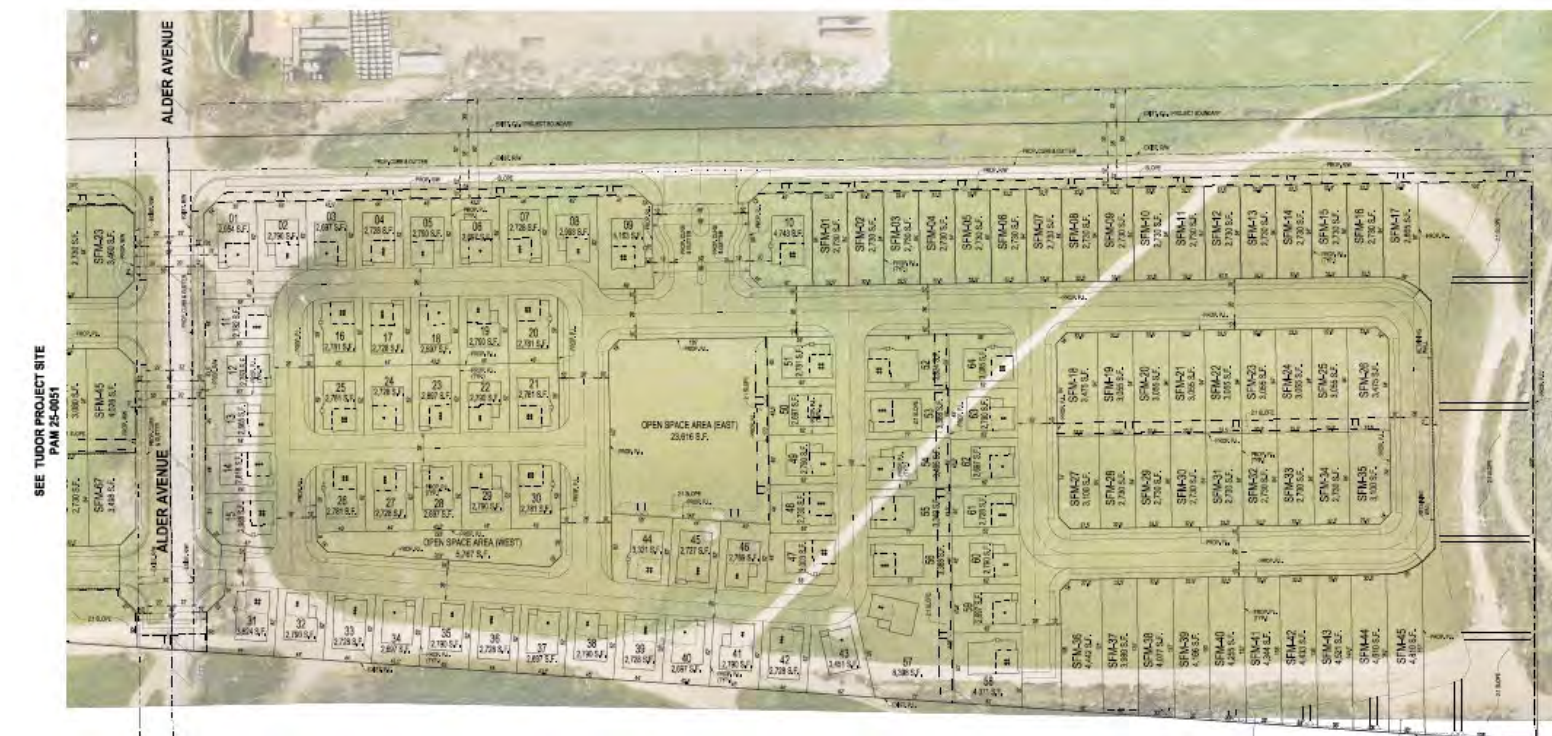
City of Fontana  
Sierra Ave, Duncan Canyon Rd



# Hawke and Tudor Project

## Project Highlights:

- Residential Community (300 Units)



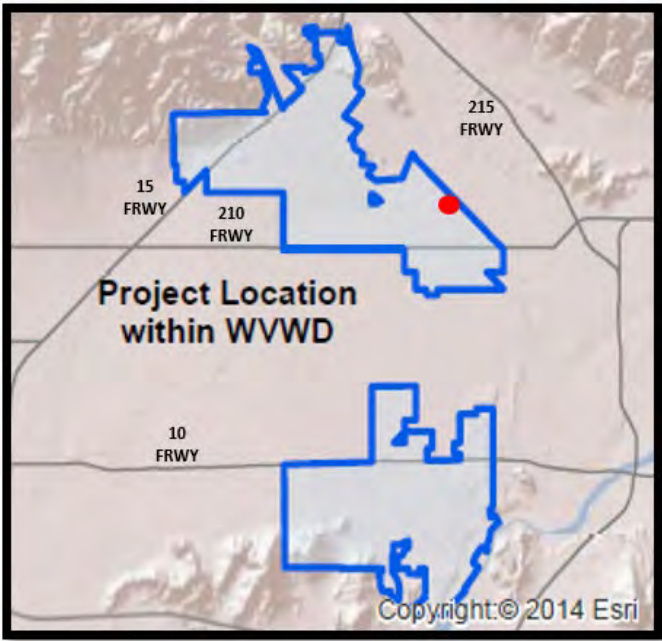
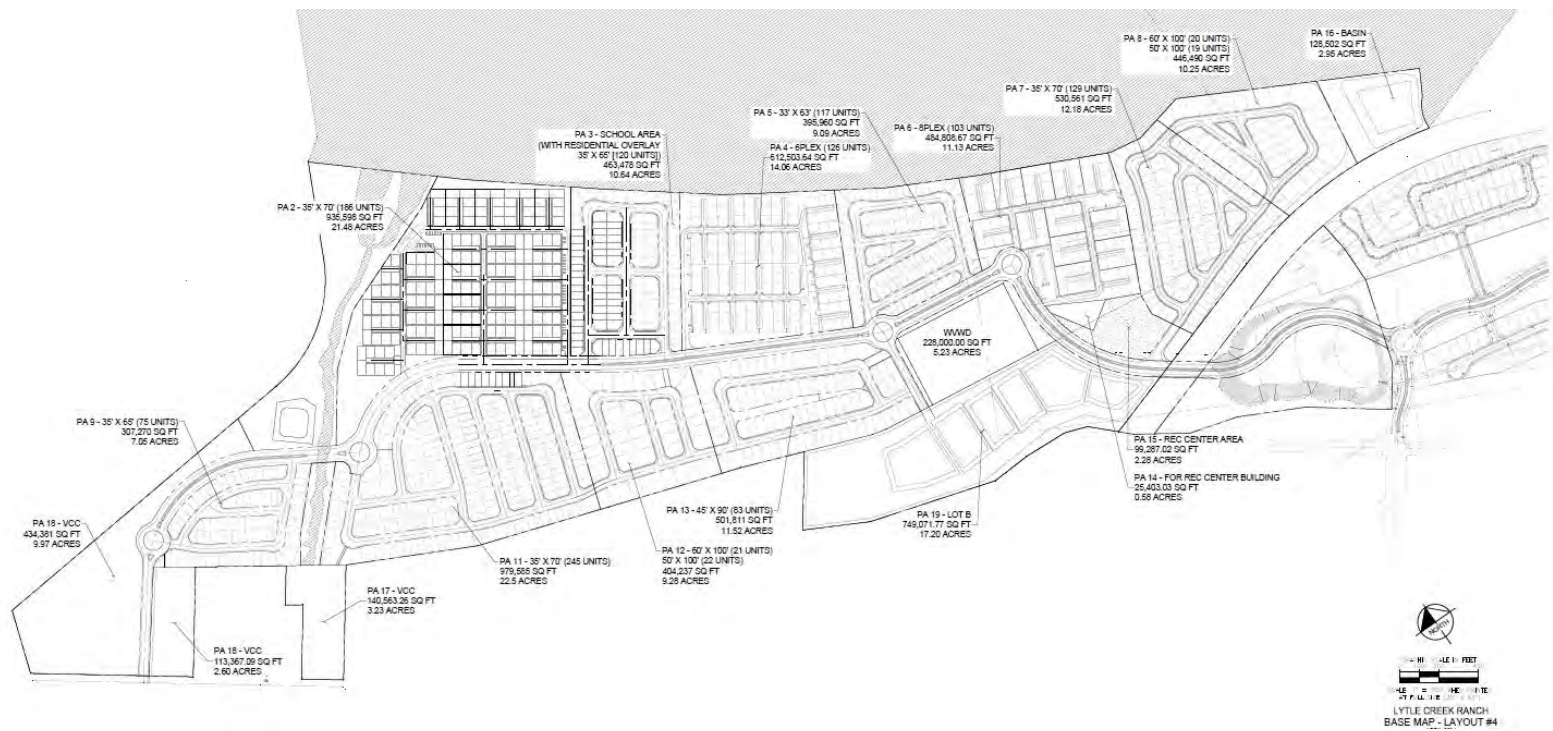
City of Fontana  
Alder Ave, Tamarind Ave,  
Jurupa Ave



# River Ranch Phase 2

Project Highlights:

- Residential Community (1,500 Units)



City of Rialto  
Riverside Dr, Sycamore Ave



# Pepper Ave Specific Plan

Project Highlights:

- Planned Future Development via Specific Plan

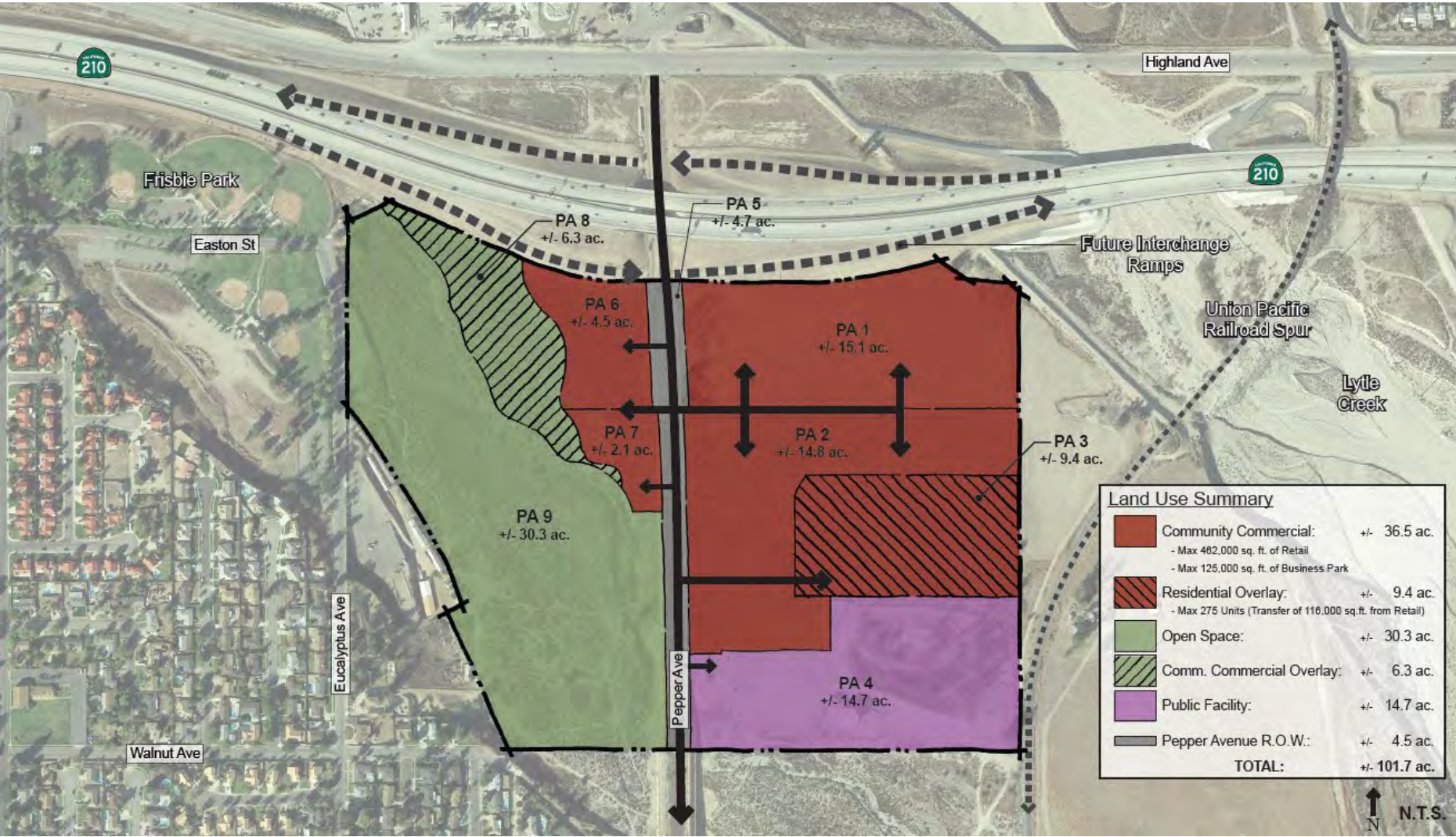
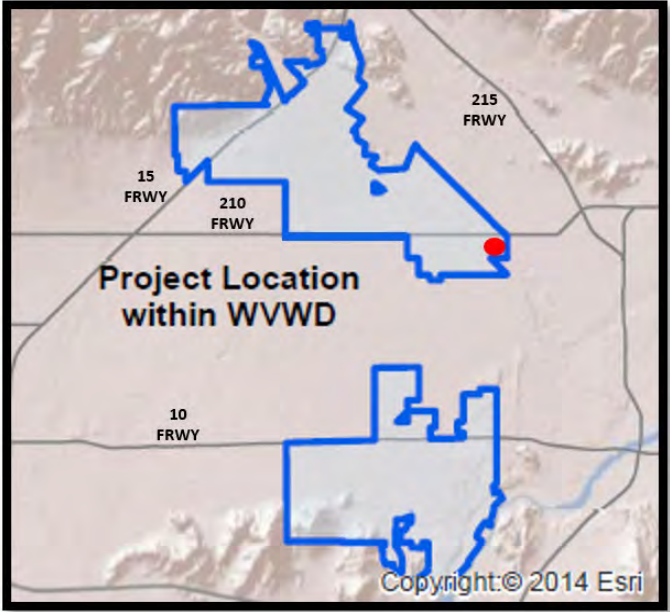
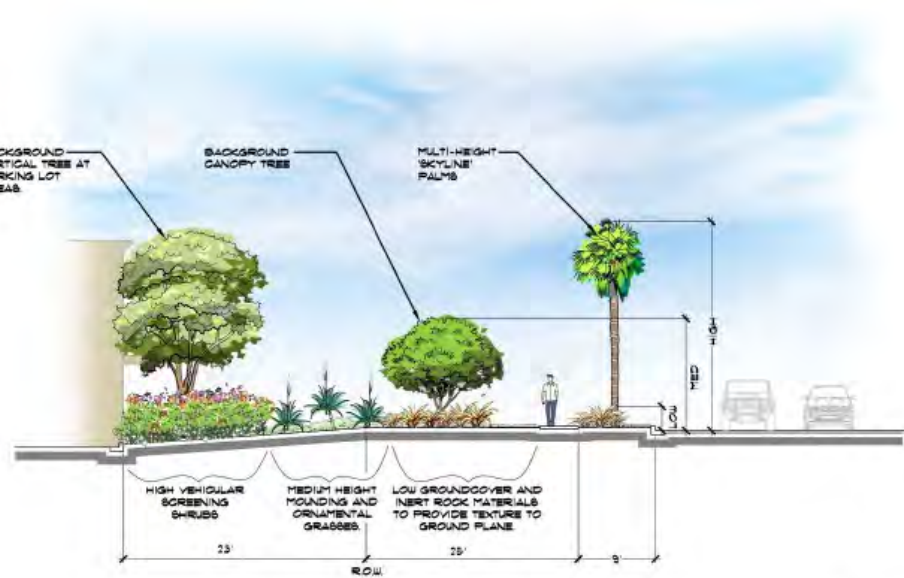
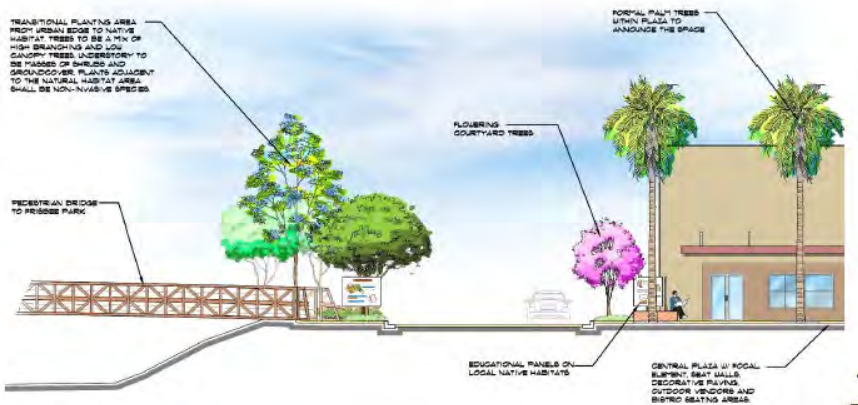


Figure 4.8, Pedestrian Bridge and Welcoming Plaza Section View "D-D"



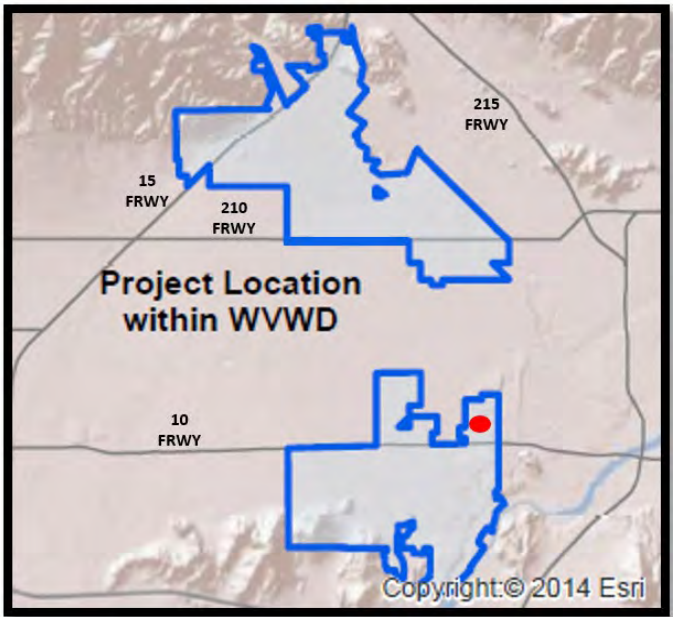
City of Rialto  
Pepper Ave, Highland Ave,  
210 Freeway



# Colton City Hub

Project Highlights:

- Planned Future Development via Specific Plan



City of Colton  
Valley Blvd, Wildrose Ave, Pepper Ave, San Bernardino Ave



# Questions / Discussion

West Valley  
Water District

855







## STAFF REPORT

**DATE:** January 22, 2026

**TO:** Engineering, Operations and Planning Committee

**FROM:** Rocky Welborn, Director of Engineering

**SUBJECT:** Change Order No. 2 with Merlin Johnson Construction Inc. for the Zone 7 - 18-Inch Transmission Main Crossing Ontario I-15 Freeway Project

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### **STRATEGIC GOAL:**

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

A. Increase System Capacity for Anticipated Growth

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices

A. Increase Operational Efficiency, Resiliency, and Reliability

### **MEETING HISTORY:**

N/A

### **BACKGROUND:**

On March 20, 2025, West Valley Water District (“District”) entered into an Agreement with Merlin Johnson Construction, Inc. (“Contractor”) for the construction of the 18-inch Transmission Main Crossing Ontario I-15 Freeway Project (“Project”). The Project was originally designed to install approximately 580 linear feet of new 18-inch (18”) water pipeline, connecting to the existing 18” transmission main at Lytle Creek Road, extending beneath the Ontario I-15 Freeway through a 36” steel casing within Caltrans right-of-way, and terminating at Citrus Avenue to support anticipated future development in the area.

During utility potholing near the freeway, large boulders were encountered. Based on these field conditions, the Contractor recommended (1) increasing the steel casing diameter from 36” to 48”, and (2) utilizing hand-mining methods, in lieu of conventional boring, to install the steel casing beneath the freeway. These recommendations were incorporated into Change Order No. 1, which was approved by the Board of Directors on July 17, 2025.

### **DISCUSSION:**

Due to the increase in steel casing diameter, the casing elevation must be lowered to maintain the required minimum coverage between the freeway and the top of the casing. This adjustment in elevation resulted in the following additional work:

- Additional excavation within the jacking pit to accommodate the jacking equipment at the revised elevation; and
- Rental of additional shoring shield equipment for four (4) months to support the increased depth of the jacking pit.

**FISCAL IMPACT:**

This Project was included in the Fiscal Year 2025/2026 Capital Improvement Budget under Project No. W21007 Zone 7–18” Transmission Main Crossing Ontario I-15 Freeway Project.

This change order increases the contract amount by \$30,771, bringing the total contract value to \$1,943,261.

**REQUESTED ACTION:**

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

1. Approve Change Order No. 2 in the amount of \$30,771, increasing the contract value to \$1,943,261 with Merlin Johnson Construction, Inc. for the construction of the 18-inch Transmission Main Crossing Ontario I-15 Freeway Project and;
2. Authorize the General Manager to execute all necessary documents.

**Attachments**

[Exhibit - WVWD - I15 & Citrus CO#2.pdf](#)

**SECTION 2.11**  
**of**  
**PROCEDURAL DOCUMENTS**

**CHANGE ORDER**

**OWNER:** West Valley Water District

**CONTRACTOR:** Merlin Johnson Construction, Inc.  
P.O. Box 777  
Mentone, CA 92359

**PROJECT:** 18-Inch Transmission Main Crossing  
Ontario I-15 Freeway Project

Change Order No. 2 Agreement Date: March 20, 2025

Date: December 2, 2025 Sheet 1 of 2

**I. The following changes are hereby made to the Contract Documents:**

<b><u>ITEM NO.</u></b>	<b><u>EXTRA WORK DESCRIPTION</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>	<b><u>ADDITIONAL CALENDAR DAYS</u></b>
1	Additional excavation of jacking pit for elevation correction related to the casing size increase.	\$17,263.60		
2	Shoring equipment rental to compensate for the additional depth of jacking pit	\$13,507.40		
	TOTALS	\$30,771.00		
TOTAL AMOUNT FOR CHANGE ORDER NO. 1				\$30,771

**II. CONTRACT TIME**

No additional calendar days to be added to the contract for this change order.

**III. JUSTIFICATION:**

**Item No. 1:** Additional excavation and grading in the jacking pit due to boring elevation change after increase of casing size.

**Item No. 2:** Monthly rental cost for additional shoring shield because of the extra depth related to the increase of casing size.

#### IV. CHANGE TO CONTRACT PRICE

Original Contract Price	<u>\$1,329,475.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	<u>\$1,912,490.00</u>
Contract Price due to this Change Order shall be (increased)	<u>\$ 30,771.00</u>
New Contract Price including this Change Order	<u>\$1,943,261.00</u>

## V. CHANGE TO CONTRACT TIME

Contract Time will be (increased)	<u>0</u> (Calendar Days)
Original Date for Completion of all Work	<u>3/31/2026</u> (Date)
New Date for Completion of all Work	<u>3/31/2026</u> (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.

<u>Jake Johnson</u>	<u>Jake Johnson - Vice President</u>	<u>12-2-2025</u>
(Requested By Contractor)	(Print Name)	Date
<u>          </u>	<u>Leo Chan</u>	<u>          </u>
(Recommended By Project Manager)	(Print Name)	Date
<u>          </u>	<u>Rocky Welborn</u>	<u>          </u>
(Recommended By Director of Engineering)	(Print Name)	Date
<u>          </u>	<u>John Thiel</u>	<u>          </u>
(Recommended By General Manager)	(Print Name)	Date



License # 467306  
P.O. Box 777 • Mentone, CA 92359  
(909) 794-7702 • Fax (909) 794-3653

## CHANGE ORDER REQUEST #2

October 31, 2025  
Leo Chan  
West Valley Water District  
855 W. Base Line Rd  
Rialto, CA 92376

Leo,  
Please see below for the change order request & attached daily backup/billing.

**9-3-25** – Boring grade is changing. Remove trench plates & shoring boxes. Backfill & compact boring pit.  
**\$3,347.14**

**9-4-25** – Standby waiting for rev. plans. Move spoils and get ready to re-dig boring pit.  
**\$3,732.95**

**9-5-25** – Re-dig boring pit. Install shoring boxes and plates. Backfill around shoring. Make jobsite safe.  
**\$10,183.61**

**Total = \$17,263.60**

**9-5-25 thru 10-2-25** – Shoring shield rental because of extra depth @ boring pit. There will be an extra shield shoring charge every month until the project is completed.  
**\$3,868.35** (for one month)

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Jake Johnson", is written over a horizontal line.

Jake Johnson – Vice President

**Assume 4 months equipment rental**

1st month - \$3,868.35  
2nd month - \$3,212.85 (less \$570 delivery fee)  
3rd month - \$3,212.85 (less \$570 delivery fee)  
4th month - \$3,212.85 (less \$570 delivery fee)  
Total \$13,507.40

# MERLIN JOHNSON CONSTRUCTION, INC.

## CALTRANS DAILY WORK SHEET FOR: LABOR, EQUIPMENT, & MATERIAL

Customer Name: WVWD  
 Our Job Number: 26-02W  
 Location: I15 & Citrus Ave Crossing  
 Date: 9/3/2025

W.O. No.

		Reg. Hrs.	Rate	Reg.Hrs. Total	1 1/2X O/T Hrs.	Rate	1 1/2 X Total	2 X O/T Hrs.	Rate	2 X Total	Total O/T Pay
Foreman		3	\$97.91	\$293.73		\$128.70	\$0.00		\$160.97	\$0.00	\$0.00
Operator	Group 4		\$95.29	\$0.00		\$125.77	\$0.00		\$157.73	\$0.00	\$0.00
	Group 8		\$95.52	\$0.00		\$126.27	\$0.00		\$158.39	\$0.00	\$0.00
	Group 12		\$95.91	\$0.00		\$126.70	\$0.00		\$158.97	\$0.00	\$0.00
Laborer	Group 2	3	\$72.24	\$216.72		\$94.85	\$0.00		\$117.47	\$0.00	\$0.00
	Group 4	3	\$74.34	\$223.02		\$98.00	\$0.00		\$120.02	\$0.00	\$0.00
Teamster	Group III		\$75.46	\$0.00		\$95.40	\$0.00		\$113.93	\$0.00	\$0.00
	Group VI	3	\$75.71	\$227.13		\$95.77	\$0.00		\$114.43	\$0.00	\$0.00

LABOR SUBTOTAL Regular Time \$960.60  
 LABOR SUBTOTAL Overtime \$0.00  
 LABOR SURCHARGE ( Reg. Time ) 9% \$86.45  
 LABOR SURCHARGE ( Overtime ) 9% \$0.00  
 LABOR SUBTOTAL ( With Surcharges ) \$1,047.05  
 LABOR MARKUP 35% \$366.47  
**LABOR TOTAL THIS DATE**

**\$1,413.52**

EQUIPMENT		CODE	HOURS	RATE	NONFUEL	FUELED
E-57	JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-62	JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-63	JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-19	Cat 446B 4WD Backhoe	1868B		\$85.43		\$0.00
E-46	Cat 345C Excavator	0355	3	\$242.11		\$726.33
E-67	Cat 325L Excavator	0340		\$137.38		\$0.00
E-65	Cat 305 Mini Excavator	0250		\$54.54		\$0.00
E-4	Cat 930 Loader	2088		\$78.39		\$0.00
E-60	Cat 938H Loader	2130G		\$129.23		\$0.00
E-24	Cat 950G Loader	2301		\$152.37		\$0.00
E-66	Cat 259D3 Skid Steer W/ Trailer			\$81.62		\$0.00
Attachment	Cat 259D3 Cold Plane			\$101.86	\$0.00	
Attachment	Cat 259D3 Pick-Up Broom			\$40.80	\$0.00	
TRK 159	Peterbuilt Super 10	4AXL	3	\$104.25		\$312.75
TRK162	Peterbuilt Tractor	3AXL		\$103.27		\$0.00
TRK136	Murray Low Bed	LB-B		\$25.37	\$0.00	
TRK136/137	Murray Low Bed	LB-C		\$53.75	\$0.00	
TRK158	Landoll Trailer			\$25.37	\$0.00	
TRK147	Big Tex Equipment Trailer	LB-A		\$20.12	\$0.00	
TRK150	Little Tex Equipment Trailer		3	\$15.31	\$45.93	
TRK132	AZ Tex Equipment Trailer			\$13.02	\$0.00	
TRK169	Dump Trailer			\$21.61	\$0.00	
TRK168	2 1/2 ton Gang	28-36		\$83.18		\$0.00
TRK160	1 ton Gang	12-20		\$55.45		\$0.00
TRK161	1 ton Gang	12-20	3	\$55.45		\$166.35
TRK164	1 ton Flat Bed	12-20	3	\$55.45		\$166.35
TRK165	1 ton Flat Bed	12-20		\$55.45		\$0.00
TRK166	1 ton Gang	12-20		\$55.45		\$0.00
TRK167	5 yd Dump	20-28		\$71.20		\$0.00



		HOURS	RATE	NONFUEL	FUELED
TRK101	Pickup	06-20	3	\$52.44	\$157.32
TRK133	Pickup	06-12		\$52.44	\$0.00
TRK154	Pickup	06-12		\$52.44	\$0.00
TRK163	Pickup	06-12		\$52.44	\$0.00
TRK107	2000 Gal Water Truck	28-36		\$83.18	\$0.00
	Pump, Water Truck	TP		\$7.90	\$0.00
	Water Trailer			\$18.18	\$0.00
	Pump, Water Trailer			\$7.90	\$0.00
E-7	Welder	0-250		\$14.55	\$0.00
	Welder, Expendables	(Rod)	Lump Sum	\$0.00	
	Generator			\$14.55	\$0.00
	Collins Pipe Machine	Day Each		\$69.53	\$0.00
E-23	Air Compressor	016-025		\$26.18	\$0.00
	90lb Pavement Breaker	60		\$1.84	\$0.00
	Clay Spade	30-40		\$1.20	\$0.00
E-21	Larson Power Broom	ALL		\$59.27	\$0.00
	Arrow Board	Day Each		\$145.00	\$0.00
	CMS	Day Each		\$190.00	\$0.00
	Vacuum Trailer	VT		\$63.28	\$0.00
	3" Trash Pump w/Suction			\$25.00	\$0.00
	6" Trash Pump w/Suction			\$49.23	\$0.00
	Portable Delineators	Day Each		\$0.60	\$0.00
	Flag/Sign Stand	Day Each		\$5.50	\$0.00
	Barricade	Day Each		\$4.71	\$0.00
	"K" Rail	Day Each		\$6.73	\$0.00
	Fence Panels	Day Each		\$6.51	\$0.00
	Light Tower	Day Each		\$151.29	\$0.00
	Screen	Day Each		\$220.00	\$0.00
	Trench Plates	Day Each		\$20.97	\$0.00
	Shoring Jack/Pump	Day Each		\$10.00	\$0.00
	Wacker / Vibra Plate	Day Each		\$147.56	\$0.00
	Tack Pot	Day Each		\$572.40	\$0.00
	3/5 Ton Asphalt Roller			\$41.84	\$0.00
	Cement Mixer	Day Each		\$114.48	\$0.00
	Asphalt Zipper			\$314.85	\$0.00
	NONFUEL EQUIPMENT SUBTOTAL			\$45.93	
	FUELED EQUIPMENT SUBTOTAL				\$1,529.10
	EQUIPMENT TOTAL				\$1,575.03
	EQUIPMENT MARKUP		15%		\$236.25
	FUEL SURCHARGE		10%		\$122.33
	EQUIPMENT TOTAL COST THIS DATE				\$1,933.61

MATERIAL / AND OUTSIDE RENTAL

Inv. No.

MATERIAL SUBTOTAL		\$0.00
MATERIAL MARKUP	15%	\$0.00
MATERIAL TOTAL THIS DATE		\$0.00

TOTAL FORCE ACCOUNT WORK THIS DATE	\$3,347.14
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**MERLIN JOHNSON CONSTRUCTION, INC.**  
**DAILY JOB REPORT**

✓

DATE: 09-03-25  
JOB NUMBER: 2602W  
LOCATION: Citrus + I 15 Fontana  
OWNER: WVWD

CONTRACT WORK ☐  
COST PLUS WORK ☒

WORK PERFORMED: B.F. Base Pit

WEATHER ☐ Clear ☐ Cloudy ☐ Windy ☐ Rain ☐ Temp. ☐

WORKMEN	NAME	REG HR	O/T HR	NAME	REG HR	O/T HR
Foreman	<u>M-J</u>	<u>3.0</u>	<u>✓</u>	Laborer		
Welder				Laborer		
Welder				Laborer	<u>Pose</u>	<u>3.0</u>
Teamster	<u>Patrick</u>	<u>3.0</u>	<u>✓</u>	Laborer		
Teamster				Laborer		
Teamster				Laborer		
Operator				Pipelayer	<u>Ron</u>	<u>3.0</u>
Operator				Pipelayer		

EQUIPMENT	CODE	HOURS	EQUIPMENT	CODE	HOURS
E-25 Cat 446B Backhoe	1868A		E-23 2 k Gal IH Water Truck	36-48	
E-41 J.D. 410G Backhoe ( 1 )	1862A		Water Trailer		
E-57 J.D. 410L Backhoe	2508K		Welder	0-250	
E-62 J.D. 410L Backhoe	2508K		Air Compressor	016-025	
E-63 J.D. 410L Backhoe	2508K		Air Compressor	016-026	
E-46 Cat 345C Excavator		<u>3.0</u>	90lb Pavement Breaker	60	
E-67 Cat 325 Excavator			Clay Spade	30-40	
E-65 Cat 305 Mini Excavator			E-29 Power Broom	ALL	
E-4 Cat 930 Loader	2088		Construction Sign & Stand	Quantity	
E-24 Cat 950G Loader	2301	<u>8</u>	Cones / Delineators	Quantity	
E-60 Cat 938H Loader			Barricade with Flasher	Quantity	
E-66 Cat 259D3 Skid Steer W/Trailer			Arrow Board (How Many)	Day	
Skid Steer Cold Plane			CMS (How Many)	Day	
Skid Steer Pick-Up Broom			Steel Trench Plates	Quantity	
TRK159 Pete Super 10	4AXL	<u>3.0</u>	Shoring / Pump	Quantity	
TRK167 6 yd Dump			Trench Shield	Quantity	
TRK162 Peterbuilt Tractor	3AXL		Light Tower (How Many)	Day	
TRK136 Murray 5 Axle	200		2" Trash Pump (How Many)	Day	
TRK137 Murray 7 Axle	600		3" Trash Pump (How Many)	Day	
TRK158 Landoll Trailer	5AXL		6" Trash Pump (How Many)	Day	
TRK152 Semi Flat Bed (45')	5AXL		Generator	Day	
TRK147 Big Tex			Fence Panels (How Many)	Day	
TRK150 Little Tex		<u>3.0</u>	3 1/2" Mole	Day	
TRK132 Aztec Flat Bed Trailer			E-31 Zipper (asphalt grinder)		
TRK169 Dump Trailer			E-26 Vacuum Trailer		
TRK160 1 ton Gang w/ Welder / Air Compressor			Hot Tap Mach (1" thru 2")	Day	
TRK161 1 ton Gang w/ Air Compressor / Generator		<u>3.0</u>	Tack Pot		
TRK165 1 ton Gang trk.			Vibra-Plate		
TRK164 1 ton Flat Bed W/O Rack		<u>3.0</u>	E-40 Cat Asphalt Roller		
TRK166 1 ton Flat Bed W/ Rack			E-42 Cement Mixer		
TRK168 Ford Welding Trk. w/ Welder / Compressor			E-47 Fork Lift		
TRK101 Pickup	Pickup	<u>3.0</u>	Wacker Compactor (how many)	Day	
TRK133 Pickup	Pickup		Copper Puller		
TRK154 Pickup (Jake)	Pickup		Outhouse		
TRK163 Pickup (Jeff)	Pickup		Rock Screen		
<u>50' 6" chainlink Fence + Post</u>		<u>1.5 day</u>	Push CCTV Camera		
<u>200' 1.5" Hose</u>		<u>1.5 day</u>	E-68 JLG Boom Lift		
			Confind Space Equip. (Blower, Tripod, Gas Tester)	38	

**SUBCONTRACTORS / OUTSIDE EQUIPMENT and MATERIALS**

Trench Shoring Boxes & Plates

**ADDITIONAL WORK PERFORMED****VISITORS and REMARKS**

Talked to Curt Re. Grades, he contacted Eng. @ WVM & discussed problem. Webb to send survey crew to take shots & verify grades. Webb crew came out & shot grade & transmitted info to office waiting to hear. At 1230 Curt said grade is going to change. So we removed plates & one box, B.F. N/W end of pit & made ready to redig. Do NOT have new grades yet. 1745 hrs

INSPECTOR:

Curt

FOREMAN:

DATE:

09-03-25

DATE:



# **MERLIN JOHNSON CONSTRUCTION, INC.**

## **CALTRANS DAILY WORK SHEET FOR: LABOR, EQUIPMENT, & MATERIAL**

Customer Name: WVWD  
 Our Job Number: 26-02W  
 Location: I15 & Citrus Ave Crossing  
 Date: 9/4/2025

W.O. No.

		Reg. Hrs.	Rate	Reg.Hrs. Total	1 1/2X O/T Hrs.	Rate	1 1/2 X Total	2 X O/T Hrs.	Rate	2 X Total	Total O/T Pay
Foreman		3.5	\$97.91	\$342.69		\$128.70	\$0.00		\$160.97	\$0.00	\$0.00
Operator	Group 4		\$95.29	\$0.00		\$125.77	\$0.00		\$157.73	\$0.00	\$0.00
	Group 8		\$95.52	\$0.00		\$126.27	\$0.00		\$158.39	\$0.00	\$0.00
	Group 12		\$95.91	\$0.00		\$126.70	\$0.00		\$158.97	\$0.00	\$0.00
Laborer	Group 2	3.5	\$72.24	\$252.84		\$94.85	\$0.00		\$117.47	\$0.00	\$0.00
	Group 4	3.5	\$74.34	\$260.19		\$98.00	\$0.00		\$120.02	\$0.00	\$0.00
Teamster	Group III		\$75.46	\$0.00		\$95.40	\$0.00		\$113.93	\$0.00	\$0.00
	Group VI		\$75.71	\$0.00		\$95.77	\$0.00		\$114.43	\$0.00	\$0.00

LABOR SUBTOTAL Regular Time \$855.72  
 LABOR SUBTOTAL Overtime \$0.00  
 LABOR SURCHARGE ( Reg. Time ) 9% \$77.01  
 LABOR SURCHARGE ( Overtime ) 9% \$0.00  
 LABOR SUBTOTAL ( With Surcharges ) \$932.73  
 LABOR MARKUP 35% \$326.46  
**LABOR TOTAL THIS DATE**

**\$1,259.18**

EQUIPMENT		CODE	HOURS	RATE	NONFUEL	FUELED
E-57	JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-62	JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-63	JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-19	Cat 446B 4WD Backhoe	1868B		\$85.43		\$0.00
E-46	Cat 345C Excavator	0355	3.5	\$242.11		\$847.39
E-67	Cat 325L Excavator	0340		\$137.38		\$0.00
E-65	Cat 305 Mini Excavator	0250		\$54.54		\$0.00
E-4	Cat 930 Loader	2088		\$78.39		\$0.00
E-60	Cat 938H Loader	2130G		\$129.23		\$0.00
E-24	Cat 950G Loader	2301	3.5	\$152.37		\$533.30
E-66	Cat 259D3 Skid Steer W/ Trailer			\$81.62		\$0.00
Attachment	Cat 259D3 Cold Plane			\$101.86	\$0.00	
Attachment	Cat 259D3 Pick-Up Broom			\$40.80	\$0.00	
TRK 159	Peterbuilt Super 10	4AXL		\$104.25		\$0.00
TRK162	Peterbuilt Tractor	3AXL		\$103.27		\$0.00
TRK136	Murray Low Bed	LB-B		\$25.37	\$0.00	
TRK136/137	Murray Low Bed	LB-C		\$53.75	\$0.00	
TRK158	Landoll Trailer			\$25.37	\$0.00	
TRK147	Big Tex Equipment Trailer	LB-A		\$20.12	\$0.00	
TRK150	Little Tex Equipment Trailer			\$15.31	\$0.00	
TRK132	AZ Tex Equipment Trailer			\$13.02	\$0.00	
TRK169	Dump Trailer			\$21.61	\$0.00	
TRK168	2 1/2 ton Gang	28-36		\$83.18		\$0.00
TRK160	1 ton Gang	12-20		\$55.45		\$0.00
TRK161	1 ton Gang	12-20	3.5	\$55.45		\$194.08
TRK164	1 ton Flat Bed	12-20		\$55.45		\$0.00
TRK165	1 ton Flat Bed	12-20	3.5	\$55.45		\$194.08
TRK166	1 ton Gang	12-20		\$55.45		\$0.00
TRK167	5 yd Dump	20-28		\$71.20		\$0.00

Page 2			HOURS	RATE	NONFUEL	FUELED
TRK101	Pickup	06-20	3.5	\$52.44		\$183.54
TRK133	Pickup	06-12		\$52.44		\$0.00
TRK154	Pickup	06-12		\$52.44		\$0.00
TRK163	Pickup	06-12		\$52.44		\$0.00
TRK107	2000 Gal Water Truck	28-36		\$83.18		\$0.00
	Pump, Water Truck	TP		\$7.90		\$0.00
	Water Trailer			\$18.18	\$0.00	
	Pump, Water Trailer			\$7.90		\$0.00
E-7	Welder	0-250		\$14.55		\$0.00
	Welder, Expendables	(Rod)		Lump Sum	\$0.00	
	Generator			\$14.55		\$0.00
	Collins Pipe Machine	Day Each		\$69.53	\$0.00	
E-23	Air Compressor	016-025		\$26.18		\$0.00
	90lb Pavement Breaker	60		\$1.84	\$0.00	
	Clay Spade	30-40		\$1.20	\$0.00	
E-21	Larson Power Broom	ALL		\$59.27		\$0.00
	Arrow Board	Day Each		\$145.00	\$0.00	
	CMS	Day Each		\$190.00	\$0.00	
	Vacuum Trailer	VT		\$63.28		\$0.00
	3" Trash Pump w/Suction			\$25.00		\$0.00
	6" Trash Pump w/Suction			\$49.23		\$0.00
	Portable Delineators	Day Each		\$0.60	\$0.00	
	Flag/Sign Stand	Day Each		\$5.50	\$0.00	
	Barricade	Day Each		\$4.71	\$0.00	
	"K" Rail	Day Each		\$6.73	\$0.00	
	Fence Panels	Day Each		\$6.51	\$0.00	
	Light Tower	Day Each		\$151.29	\$0.00	
	Screen	Day Each		\$220.00	\$0.00	
	Trench Plates	Day Each	3	\$20.97	\$62.91	
	Shoring Jack/Pump	Day Each		\$10.00	\$0.00	
	Wacker / Vibra Plate	Day Each		\$147.56		\$0.00
	Tack Pot	Day Each		\$572.40	\$0.00	
	3/5 Ton Asphalt Roller			\$41.84		\$0.00
	Cement Mixer	Day Each		\$114.48		\$0.00
	Asphalt Zipper			\$314.85		\$0.00
	NONFUEL EQUIPMENT SUBTOTAL				\$62.91	
	FUELED EQUIPMENT SUBTOTAL					\$1,952.37
	EQUIPMENT TOTAL					\$2,015.28
	EQUIPMENT MARKUP				15%	\$302.29
	FUEL SURCHARGE				10%	\$156.19
	EQUIPMENT TOTAL COST THIS DATE					\$2,473.76
MATERIAL / AND OUTSIDE RENTAL						
				Inv. No.		
	MATERIAL SUBTOTAL					\$0.00
	MATERIAL MARKUP					15% \$0.00
	MATERIAL TOTAL THIS DATE					\$0.00
	TOTAL FORCE ACCOUNT WORK THIS DATE					\$3,732.95



**MERLIN JOHNSON CONSTRUCTION, INC.**  
**DAILY JOB REPORT**

DATE: 09-04-25  
 JOB NUMBER: 2602 W  
 LOCATION: Citrus & I-15 Fontana  
 OWNER: W V W D  
 WORK PERFORMED: Stand by

CONTRACT WORK ☐  
 COST PLUS WORK ☒

**WEATHER** ☐ Clear ☐ Cloudy ☐ Windy ☐ Rain ☐ Temp. ☐

WORKMEN							
	NAME	REG HR	O/T HR		NAME	REG HR	O/T HR
Foreman	<u>MJ</u>	<u>3.5</u>		Laborer			
Welder				Laborer			
Welder				Laborer	<u>Page</u>	<u>3.5</u>	
Teamster				Laborer			
Teamster				Laborer			
Teamster				Laborer			
Operator				Pipelayer	<u>Ron</u>	<u>3.5</u>	
Operator				Pipelayer			

EQUIPMENT			CODE	HOURS				CODE	HOURS
E-25	Cat 446B Backhoe	1868A			E-23	2 k Gal IH Water Truck	36-48		
E-41	J.D. 410G Backhoe ( 1 )	1862A				Water Trailer			
E-57	J.D. 410L Backhoe	2508K				Welder	0-250		
E-62	J.D. 410L Backhoe	2508K				Air Compressor	016-025		
E-63	J.D. 410L Backhoe	2508K				Air Compressor	016-026		
E-46	Cat 345C Excavator			<u>3.5</u>		90lb Pavement Breaker	60		
E-67	Cat 325 Excavator					Clay Spade	30-40		
E-65	Cat 305 Mini Excavator				E-29	Power Broom	ALL		
E-4	Cat 930 Loader	2088				Construction Sign & Stand	Quantity		
E-24	Cat 950G Loader	2301		<u>3.5</u>		Cones / Delineators	Quantity		
E-60	Cat 938H Loader					Barricade with Flasher	Quantity		
E-66	Cat 259D3 Skid Steer W/Trailer					Arrow Board (How Many)	Day		
	Skid Steer Cold Plane					CMS (How Many)	Day		
	Skid Steer Pick-Up Broom					Steel Trench Plates	Quantity	<u>3</u>	
TRK159	Pete Super 10	4AXL				Shoring / Pump	Quantity		
TRK167	6 yd Dump					Trench Shield	Quantity		
TRK162	Peterbuilt Tractor	3AXL				Light Tower (How Many)	Day		
TRK136	Murray 5 Axle	200				2" Trash Pump (How Many)	Day		
TRK137	Murray 7 Axle	600				3" Trash Pump (How Many)	Day		
TRK158	Landoll Trailer	5AXL				6" Trash Pump (How Many)	Day		
TRK152	Semi Flat Bed (45')	5AXL				Generator	Day		
TRK147	Big Tex					Fence Panels (How Many)	Day		
TRK150	Little Tex					3 1/2" Mole	Day		
TRK132	Aztec Flat Bed Trailer				E-31	Zipper (asphalt grinder)			
TRK169	Dump Trailer				E-26	Vacuum Trailer			
TRK160	1 ton Gang w/ Welder / Air Compressor					Hot Tap Mach (1" thru 2")	Day		
TRK161	1 ton Gang w/ Air Compressor / Generator			<u>3.5</u>		Tack Pot			
TRK165	1 ton Gang trk.			<u>3.5</u>		Vibra-Plate			
TRK164	1 ton Flat Bed W/O Rack				E-40	Cat Asphalt Roller			
TRK166	1 ton Flat Bed W/ Rack				E-42	Cement Mixer			
TRK168	Ford Welding Trk. w/ Welder / Compressor				E-47	Fork Lift			
TRK101	Pickup	Pickup		<u>3.5</u>		Wacker Compactor (how many)	Day		
TRK133	Pickup	Pickup				Copper Puller			
TRK154	Pickup (Jake)	Pickup				Outhouse			<u>1 day</u>
TRK163	Pickup (Jeff)	Pickup				Rock Screen			
<u>200' 1.5" Hose</u>						Push CCTV Camera			
					E-68	JLG Boom Lift			
						Confind Space Equip. (Blower, Tripod, Gas Tester)	42		



**SUBCONTRACTORS / OUTSIDE EQUIPMENT and MATERIALS**

Trench Shoring Boxes & Plates

**ADDITIONAL WORK PERFORMED**

Stand by waiting for rev. plans & cut sheets, move spoils & make ready to redig pit.

**VISITORS and REMARKS**

INSPECTOR:

Curt

DATE:

revised 07-21-25

FOREMAN:

DATE:

09-04-25



# MERLIN JOHNSON CONSTRUCTION, INC.

## CALTRANS DAILY WORK SHEET FOR: LABOR, EQUIPMENT, & MATERIAL

Customer Name: WWD  
 Our Job Number: 26-02W  
 Location: I15 & Citrus Ave Crossing  
 Date: 9/5/2025

W.O. No.

		Reg. Hrs.	Rate	Reg.Hrs. Total	1 1/2X O/T Hrs.	Rate	1 1/2 X Total	2 X O/T Hrs.	Rate	2 X Total	Total O/T Pay
Foreman		8	\$97.91	\$783.28	0.5	\$128.70	\$64.35		\$160.97	\$0.00	\$64.35
Operator	Group 4		\$95.29	\$0.00		\$125.77	\$0.00		\$157.73	\$0.00	\$0.00
	Group 8		\$95.52	\$0.00		\$126.27	\$0.00		\$158.39	\$0.00	\$0.00
	Group 12		\$95.91	\$0.00		\$126.70	\$0.00		\$158.97	\$0.00	\$0.00
Laborer	Group 2	16	\$72.24	\$1,155.84	1	\$94.85	\$94.85		\$117.47	\$0.00	\$94.85
	Group 4	8	\$74.34	\$594.72	0.5	\$98.00	\$49.00		\$120.02	\$0.00	\$49.00
Teamster	Group III		\$75.46	\$0.00		\$95.40	\$0.00		\$113.93	\$0.00	\$0.00
	Group VI	3	\$75.71	\$227.13		\$95.77	\$0.00		\$114.43	\$0.00	\$0.00

LABOR SUBTOTAL Regular Time \$2,760.97

LABOR SUBTOTAL Overtime \$208.20

LABOR SURCHARGE ( Reg. Time ) 9% \$248.49

LABOR SURCHARGE ( Overtime ) 9% \$18.74

LABOR SUBTOTAL ( With Surcharges ) \$3,236.40

LABOR MARKUP 35% \$1,132.74

LABOR TOTAL THIS DATE

\$4,369.13

EQUIPMENT	CODE	HOURS	RATE	NONFUEL	FUELED
E-57 JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-62 JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-63 JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-19 Cat 446B 4WD Backhoe	1868B		\$85.43		\$0.00
E-46 Cat 345C Excavator	0355	8.5	\$242.11		\$2,057.94
E-67 Cat 325L Excavator	0340		\$137.38		\$0.00
E-65 Cat 305 Mini Excavator	0250		\$54.54		\$0.00
E-4 Cat 930 Loader	2088		\$78.39		\$0.00
E-60 Cat 938H Loader	2130G		\$129.23		\$0.00
E-24 Cat 950G Loader	2301	6	\$152.37		\$914.22
E-66 Cat 259D3 Skid Steer W/ Trailer			\$81.62		\$0.00
Attachment Cat 259D3 Cold Plane			\$101.86	\$0.00	
Attachment Cat 259D3 Pick-Up Broom			\$40.80	\$0.00	
TRK 159 Peterbuilt Super 10	4AXL		\$104.25		\$0.00
TRK162 Peterbuilt Tractor	3AXL		\$103.27		\$0.00
TRK136 Murray Low Bed	LB-B		\$25.37	\$0.00	
TRK136/137 Murray Low Bed	LB-C		\$53.75	\$0.00	
TRK158 Landoll Trailer			\$25.37	\$0.00	
TRK147 Big Tex Equipment Trailer	LB-A		\$20.12	\$0.00	
TRK150 Little Tex Equipment Trailer		3	\$15.31	\$45.93	
TRK132 AZ Tex Equipment Trailer			\$13.02	\$0.00	
TRK169 Dump Trailer			\$21.61	\$0.00	
TRK168 2 1/2 ton Gang	28-36		\$83.18		\$0.00
TRK160 1 ton Gang	12-20		\$55.45		\$0.00
TRK161 1 ton Gang	12-20	8.5	\$55.45		\$471.33
TRK164 1 ton Flat Bed	12-20	8.5	\$55.45		\$471.33
TRK165 1 ton Flat Bed	12-20		\$55.45		\$0.00
TRK166 1 ton Gang	12-20		\$55.45		\$0.00
TRK167 5 yd Dump	20-28		\$71.20		\$0.00



**MATERIAL / AND OUTSIDE RENTAL**

Inv. No.

<b>TOTAL FORCE ACCOUNT WORK THIS DATE</b>	<b>\$10,183.51</b>
---	--------------------



**MERLIN JOHNSON CONSTRUCTION, INC.**  
**DAILY JOB REPORT**

✓

DATE: 09-05-25 CONTRACT WORK ☐  
 JOB NUMBER: 2602W COST PLUS WORK ☒  
 LOCATION: Citrus St I-15 Fontana  
 OWNER: WVWD  
 WORK PERFORMED: Redig Boring Pit  
 WEATHER: ☒ Clear ☐ Cloudy ☐ Windy ☐ Rain ☐ Temp. ☐

WORKMEN	NAME	REG HR	O/T HR	NAME	REG HR	O/T HR
Foreman	<u>MJ</u>	<u>18.0</u>	<u>1.5</u>	Laborer		
Welder				Laborer	<u>Page</u>	<u>18.0</u> <u>1.50</u>
Welder				Laborer		
Teamster	<u>Mike</u>	<u>3.0</u>		Laborer	<u>Nathan</u>	<u>18.0</u> <u>1.50</u>
Teamster				Laborer		
Teamster				Laborer		
Operator				Pipelayer	<u>Ron</u>	<u>18.0</u> <u>1.50</u>
Operator				Pipelayer		

EQUIPMENT	CODE	HOURS	EQUIPMENT	CODE	HOURS
E-25 Cat 446B Backhoe	1868A		E-23 2 k Gal IH Water Truck	36-48	
E-41 J.D. 410G Backhoe ( 1 )	1862A		Water Trailer		
E-57 J.D. 410L Backhoe	2508K		Welder	0-250	
E-62 J.D. 410L Backhoe	2508K		Air Compressor	016-025	
E-63 J.D. 410L Backhoe	2508K		Air Compressor	016-026	
E-46 Cat 345C Excavator		<u>8.5</u>	90lb Pavement Breaker	60	
E-67 Cat 325 Excavator			Clay Spade	30-40	
E-65 Cat 305 Mini Excavator			E-29 Power Broom	ALL	
E-4 Cat 930 Loader	2088		Construction Sign & Stand	Quantity	
E-24 Cat 950G Loader	2301	<u>6.0</u>	Cones / Delineators	Quantity	
E-60 Cat 938H Loader			Barricade with Flasher	Quantity	
E-66 Cat 259D3 Skid Steer W/Trailer			Arrow Board (How Many)	Day	
Skid Steer Cold Plane			CMS (How Many)	Day	
Skid Steer Pick-Up Broom			Steel Trench Plates	Quantity	<u>6</u>
TRK159 Pete Super 10	4AXL		Shoring / Pump	Quantity	
TRK167 6 yd Dump			Trench Shield	Quantity	
TRK162 Peterbuilt Tractor	3AXL		Light Tower (How Many)	Day	
TRK136 Murray 5 Axle	200		2" Trash Pump (How Many)	Day	
TRK137 Murray 7 Axle	600		3" Trash Pump (How Many)	Day	
TRK158 Landoll Trailer	5AXL		6" Trash Pump (How Many)	Day	
TRK152 Semi Flat Bed (45')	5AXL		Generator	Day	
TRK147 Big Tex			Fence Panels (How Many)	Day	<u>8</u>
TRK150 Little Tex		<u>3.0</u>	3 1/2" Mole	Day	
TRK132 Aztec Flat Bed Trailer			E-31 Zipper (asphalt grinder)		
TRK169 Dump Trailer			E-26 Vacuum Trailer		
TRK160 1 ton Gang w/ Welder / Air Compressor			Hot Tap Mach (1" thru 2")	Day	
TRK161 1 ton Gang w/ Air Compressor / Generator		<u>8.5</u>	Tack Pot		
TRK165 1 ton Gang trk.		<u>8.5</u>	Vibra-Plate		
TRK164 1 ton Flat Bed W/O Rack			E-40 Cat Asphalt Roller		
TRK166 1 ton Flat Bed W/ Rack			E-42 Cement Mixer		
TRK168 Ford Welding Trk. w/ Welder / Compressor			E-47 Fork Lift		
TRK101 Pickup	Pickup	<u>8.5</u>	Wacker Compactor (how many)	Day	
TRK133 Pickup	Pickup	<u>3.0</u>	Copper Puller		
TRK154 Pickup (Jake)	Pickup		Outhouse		<u>day</u>
TRK163 Pickup (Jeff)	Pickup		Rock Screen		
<u>200' 1.5" Hose</u>		<u>8.5</u>	Push CCTV Camera		
<u>150' 6" Fence</u>		<u>8.5</u>	E-68 JLG Boom Lift		
			Confind Space Equip. (Blower, Tripod, Gas Tester)		46



SUBCONTRACTORS / OUTSIDE EQUIPMENT and MATERIALS

Trench Shoring Boxes & plates  
Trench Shoring additional 4' TOP Boxes due TO depth

ADDITIONAL WORK PERFORMED

Redug pit, install boxes & plates TO New Grades

VISITORS and REMARKS

Installed Boxes & plates TO Grade, Start B.F. around Boxes. Trench Shoring delivered 4" TOP Sections at 1230 & we started installing them.

INSPECTOR: Curt

DATE:

revised 07-21-25

FOREMAN: 

DATE: 09-05-28



# **MERLIN JOHNSON CONSTRUCTION, INC.**

## **CALTRANS DAILY WORK SHEET FOR: LABOR, EQUIPMENT, & MATERIAL**

Customer Name: WVWD  
 Our Job Number: 26-02W  
 Location: I15 & Citrus Ave Crossing  
 Date: 9-5-25 thru 10-2-25

W.O. No.

		Reg. Hrs.	Rate	Reg.Hrs. Total	1 1/2X O/T Hrs.	Rate	1 1/2 X Total	2 X O/T Hrs.	Rate	2 X Total	Total O/T Pay
Foreman			\$97.91	\$0.00		\$128.70	\$0.00		\$160.97	\$0.00	\$0.00
Operator	Group 4		\$95.29	\$0.00		\$125.77	\$0.00		\$157.73	\$0.00	\$0.00
	Group 8		\$95.52	\$0.00		\$126.27	\$0.00		\$158.39	\$0.00	\$0.00
	Group 12		\$95.91	\$0.00		\$126.70	\$0.00		\$158.97	\$0.00	\$0.00
Laborer	Group 2		\$72.24	\$0.00		\$94.85	\$0.00		\$117.47	\$0.00	\$0.00
	Group 4		\$74.34	\$0.00		\$98.00	\$0.00		\$120.02	\$0.00	\$0.00
Teamster	Group III		\$75.46	\$0.00		\$95.40	\$0.00		\$113.93	\$0.00	\$0.00
	Group VI		\$75.71	\$0.00		\$95.77	\$0.00		\$114.43	\$0.00	\$0.00
LABOR SUBTOTAL Regular Time							\$0.00				
LABOR SUBTOTAL Overtime							\$0.00				
LABOR SURCHARGE ( Reg. Time )						9%	\$0.00				
LABOR SURCHARGE ( Overtime )						9%	\$0.00				
LABOR SUBTOTAL ( With Surcharges )							\$0.00				
LABOR MARKUP							35%	\$0.00			
LABOR TOTAL THIS DATE											\$0.00

EQUIPMENT		CODE	HOURS	RATE	NONFUEL	FUELED
E-57	JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-62	JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-63	JD 410L 4WD Backhoe	2508K		\$89.93		\$0.00
E-19	Cat 446B 4WD Backhoe	1868B		\$85.43		\$0.00
E-46	Cat 345C Excavator	0355		\$242.11		\$0.00
E-67	Cat 325L Excavator	0340		\$137.38		\$0.00
E-65	Cat 305 Mini Excavator	0250		\$54.54		\$0.00
E-4	Cat 930 Loader	2088		\$78.39		\$0.00
E-60	Cat 938H Loader	2130G		\$129.23		\$0.00
E-24	Cat 950G Loader	2301		\$152.37		\$0.00
E-66	Cat 259D3 Skid Steer W/ Trailer			\$81.62		\$0.00
Attachment	Cat 259D3 Cold Plane			\$101.86	\$0.00	
Attachment	Cat 259D3 Pick-Up Broom			\$40.80	\$0.00	
TRK 159	Peterbuilt Super 10	4AXL		\$104.25		\$0.00
TRK162	Peterbuilt Tractor	3AXL		\$103.27		\$0.00
TRK136	Murray Low Bed	LB-B		\$25.37	\$0.00	
TRK136/137	Murray Low Bed	LB-C		\$53.75	\$0.00	
TRK158	Landoll Trailer			\$25.37	\$0.00	
TRK147	Big Tex Equipment Trailer	LB-A		\$20.12	\$0.00	
TRK150	Little Tex Equipment Trailer			\$15.31	\$0.00	
TRK132	AZ Tex Equipment Trailer			\$13.02	\$0.00	
TRK169	Dump Trailer			\$21.61	\$0.00	
TRK168	2 1/2 ton Gang	28-36		\$83.18		\$0.00
TRK160	1 ton Gang	12-20		\$55.45		\$0.00
TRK161	1 ton Gang	12-20		\$55.45		\$0.00
TRK164	1 ton Flat Bed	12-20		\$55.45		\$0.00
TRK165	1 ton Flat Bed	12-20		\$55.45		\$0.00
TRK166	1 ton Gang	12-20		\$55.45		\$0.00
TRK167	5 yd Dump	20-28		\$71.20		\$0.00



Page 2		HOURS	RATE	NONFUEL	FUELED	
TRK101	Pickup	06-20	\$52.44		\$0.00	
TRK133	Pickup	06-12	\$52.44		\$0.00	
TRK154	Pickup	06-12	\$52.44		\$0.00	
TRK163	Pickup	06-12	\$52.44		\$0.00	
TRK107	2000 Gal Water Truck	28-36	\$83.18		\$0.00	
	Pump, Water Truck	TP	\$7.90		\$0.00	
	Water Trailer		\$18.18	\$0.00		
	Pump, Water Trailer		\$7.90		\$0.00	
E-7	Welder	0-250	\$14.55		\$0.00	
	Welder, Expendables	(Rod)	Lump Sum	\$0.00		
	Generator		\$14.55		\$0.00	
	Collins Pipe Machine	Day Each	\$69.53	\$0.00		
E-23	Air Compressor	016-025	\$26.18		\$0.00	
	90lb Pavement Breaker	60	\$1.84	\$0.00		
	Clay Spade	30-40	\$1.20	\$0.00		
E-21	Larson Power Broom	ALL	\$59.27		\$0.00	
	Arrow Board	Day Each	\$145.00	\$0.00		
	CMS	Day Each	\$190.00	\$0.00		
	Vacuum Trailer	VT	\$63.28		\$0.00	
	3" Trash Pump w/Suction		\$25.00		\$0.00	
	6" Trash Pump w/Suction		\$49.23		\$0.00	
	Portable Delineators	Day Each	\$0.60	\$0.00		
	Flag/Sign Stand	Day Each	\$5.50	\$0.00		
	Barricade	Day Each	\$4.71	\$0.00		
	"K" Rail	Day Each	\$6.73	\$0.00		
	Fence Panels	Day Each	\$6.51	\$0.00		
	Light Tower	Day Each	\$151.29	\$0.00		
	Screen	Day Each	\$220.00	\$0.00		
	Trench Plates	Day Each	4 \$20.97	\$83.88		
	Shoring Jack/Pump	Day Each	\$10.00	\$0.00		
	Wacker / Vibra Plate	Day Each	\$147.56		\$0.00	
	Tack Pot	Day Each	\$572.40	\$0.00		
	3/5 Ton Asphalt Roller		\$41.84		\$0.00	
	Cement Mixer	Day Each	\$114.48		\$0.00	
	Asphalt Zipper		\$314.85		\$0.00	
	NONFUEL EQUIPMENT SUBTOTAL			\$83.88		
	FUELED EQUIPMENT SUBTOTAL				\$0.00	
	EQUIPMENT TOTAL				\$83.88	
	EQUIPMENT MARKUP			15%	\$12.58	
	FUEL SURCHARGE			10%	\$0.00	
	EQUIPMENT TOTAL COST THIS DATE					\$96.46
MATERIAL / AND OUTSIDE RENTAL						
Trench Shroing				Inv. No.		\$3,279.90
MATERIAL SUBTOTAL					\$3,279.90	
MATERIAL MARKUP					15%	\$491.99
MATERIAL TOTAL THIS DATE						\$3,771.89
TOTAL FORCE ACCOUNT WORK THIS DATE						\$3,868.35



**TRENCH SHORING COMPANY**  
 206 N. CENTRAL AVENUE  
 COMPTON, CA 90220  
 www.trenchshoring.com

**\*NEW REMIT ADDRESS**

TRENCH SHORING COMPANY  
 P.O. BOX 2970  
 SEAL BEACH, CA 90740

# RENTAL INVOICE

NO. RI20549333  
 CONTRACT NO. RC20224133  
 SEQUENCE NO. 1  
 10/6/2025  
 PAGE 1 OF 2



MERLIN JOHNSON CONST  
 P.O.BOX 777  
 MENTONE, CA 92359

CUSTOMER NO. 3544  
 ON RENT DATE 09/05/25  
 PO NO.  
 JOB NO. FONTANA/MJC-26-02W  
 JOBSITE FONTANA/MJC-26-02W  
 PIPEVINE LN & COYOTE CANYON RD  
 FONTANA, CA 92336

ORDERED BY JAKE JOHNSON

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
1	4000000416	TS 4' X 16' TRENCH BOX TS1288 - 4" WALL (MINIMUM RENTAL 1 DAY, DAY 65.90, WEEK 197.70, 4-WEEK 593.10)	09/05/25	10/02/25	593.10
1	4020006514	14' BEAM SPREADER 5X5 STUBS W12X65 (WHITE) BOTTOM SOCKET (MINIMUM RENTAL 4-WEEK, DAY 30.50, WEEK 91.50, 4-WEEK 274.50)	09/05/25	10/02/25	274.50
1	4030005140	TB SPREADER 5X5 X 14' (MINIMUM RENTAL 1 DAY, DAY 11.60, WEEK 34.80, 4-WEEK 104.40)	09/05/25	10/02/25	104.40
16	4300009158	1.5" X 8" TB SPREADER PIN W/ KEEPER (MINIMUM RENTAL 1 DAY)	09/05/25	10/02/25	0.00
1	4000600424	RD 6M 4' X 24' TRENCH BOX - 6" WALL (MINIMUM RENTAL 1 DAY, DAY 117.30, WEEK 351.90, 4-WEEK 1055.70)	09/05/25	10/02/25	1,055.70
1	4021009014	14' BEAM SPREADER 8" ROUND STUBS W14X90 (RED) BOTTOM SOCKET (MINIMUM RENTAL 4-WEEK, DAY 41.00, WEEK 123.00, 4-WEEK 369.00)	09/05/25	10/02/25	369.00
3	4040008140	TB SPREADER 8" ROUND X 14' (MINIMUM RENTAL 1 DAY, DAY 11.60, WEEK 34.80, 4-WEEK 104.40)	09/05/25	10/02/25	313.20
8	4300009171	1.75" X 11" TB SPREADER PIN W/ KEEPER (MINIMUM RENTAL 1 DAY)	09/05/25	10/02/25	0.00
8	4300009001	TRENCH BOX CONNECTING BOLT & NUT (MINIMUM RENTAL 1 DAY)	09/05/25	10/02/25	0.00
3.75	9000000004	DELIVERY - BOOM/TLR/HLP DELIVERY RECEIPT RDEL20288466 (RATE 152.00)	-	-	570.00

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT  
 1 ½ % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE  
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

COMPTON · 310-327-5554 CORONA · 951-734-4290 LAKE FOREST · 949-454-0858 MOORPARK · 805-529-4614 FULLERTON · 714-879-1005  
 SAN DIEGO · 858-530-2500 BANNING · 951-849-1611 LAS VEGAS · 702-651-0920 BAKERSFIELD · 661-396-9100 FRESNO · 559-691-4123  
 SAN LEANDRO · 510-900-0595 SACRAMENTO · 916-290-4020



**TRENCH SHORING COMPANY**206 N. CENTRAL AVENUE  
COMPTON, CA 90220

www.trenchshoring.com

**\*NEW REMIT ADDRESS**TRENCH SHORING COMPANY  
P.O. BOX 2970  
SEAL BEACH, CA 90740**RENTAL INVOICE**

NO. RI20549333

CONTRACT NO. RC20224133

SEQUENCE NO. 1

10/6/2025

PAGE 2 OF 2

MERLIN JOHNSON CONST  
P.O. BOX 777  
MENTONE, CA 92359

CUSTOMER NO. 3544  
ON RENT DATE 09/05/25  
PO NO.  
JOB NO. FONTANA/MJC-26-02W  
JOBSITE FONTANA/MJC-26-02W  
PIPEVINE LN & COYOTE CANYON RD  
FONTANA, CA 92336

ORDERED BY JAKE JOHNSON

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
-----	-----	-----------	--------------	--------------	--------

## EQUIPMENT REMAINING ON RENT AS OF - 10/2/2025

QTY	NO.	EQUIPMENT
1	4000000416	TS 4' X 16' TRENCH BOX TS1288 - 4" WALL
1	4020006514	14' BEAM SPREADER 5X5 STUBS W12X65 (WHITE)
1	4030005140	TB SPREADER 5X5 X 14'
16	4300009158	1.5" X 8" TB SPREADER PIN W/ KEEPER
1	4000600424	RD 6M 4' X 24' TRENCH BOX - 6" WALL
1	4021009014	14' BEAM SPREADER 8" ROUND STUBS W14X90 (RED)
3	4040008140	TB SPREADER 8" ROUND X 14'
8	4300009171	1.75" X 11" TB SPREADER PIN W/ KEEPER
8	4300009001	TRENCH BOX CONNECTING BOLT & NUT

RENTAL	2,709.90
SALES	570.00
TAX	0.00
TOTAL	3,279.90

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT  
1 ½ % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE  
CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

COMPTON · 310-327-5554 CORONA · 951-734-4290 LAKE FOREST · 949-454-0858 MOORPARK · 805-529-4614 FULLERTON · 714-879-1005  
SAN DIEGO · 858-530-2500 BANNING · 951-849-1611 LAS VEGAS · 702-651-0920 BAKERSFIELD · 661-396-9160 FRESNO · 559-691-4123  
SAN LEANDRO · 510-900-0595 SACRAMENTO · 916-290-4020









## STAFF REPORT

**DATE:** January 22, 2026

**TO:** Engineering, Operations and Planning Committee

**FROM:** Rocky Welborn, Director of Engineering

**SUBJECT:** Water System Infrastructure Installation and Conveyance Agreement with CHIPT Bloomington DC, L.P. ("CHIPT") for the Bloomington, Cactus DC Slover - Waterline Relocation for Services to 19275 S. Slover Avenue

---

### **STRATEGIC GOAL:**

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply  
A. Increase System Capacity for Anticipated Growth

### **MEETING HISTORY:**

None.

### **BACKGROUND:**

CHIPT Bloomington DC, L.P. ("Developer") is the owner of land located south of Slover Avenue, and west of Cactus Avenue, in the City of Bloomington. The existing development includes the construction and operation of a 261,632-square-foot warehouse with offices. In developing this land, the Developer is required to construct 1,044 linear feet of new 18-inch ductile iron pipe in Slover Avenue to avoid a utility conflict with an existing 8-inch oil line and to install water services for domestic, fire, and irrigation purposes for the project.

### **DISCUSSION:**

West Valley Water District ("District") and the Developer desire to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement ("Agreement") to construct the water facilities necessary to supply the Development with water services. This Agreement outlines the Developer's responsibilities for constructing facilities, including insurance, indemnification, and bonding requirements, as well as the District's conveyance and acceptance of the water system. Included as **Attachment A** is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development, which also includes the location of the Development.

### **FISCAL IMPACT:**

No fiscal impact to the District.

### **REQUESTED ACTION:**



Forward a recommendation to the Board of Directors to approve the Water System Infrastructure Installation and Conveyance Agreement with CHIPT Bloomington DC, L.P. (CHIPT).

**Attachments**

[Attachment A - WICA.pdf](#)

# Attachment A



## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **CHIPT Bloomington DC, L.P. a Delaware limited partnership** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Bloomington Cactus DC Slover** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, and all other appurtenant fittings and facilities required for a complete water system to serve the land shown on Exhibit "A".

In order to implement the foregoing and in consideration of the terms and conditions herein contained, the parties further agree as follows:

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Bloomington Cactus DC Slover Ave – Waterline Relocation** as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's Rules and Regulations, latest edition (the “Rules and Regulations”), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as “Legal Requirements”).

1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.

1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, improvement plans, and any available plumbing plot plans shall be furnished to the District by Developer.

1.5. The District makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the water system design shall be the sole responsibility of the Developer.

## **2. CONSTRUCTION**

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the executed date of this Agreement and shall be completed within one (1) year from the estimated construction start date.

2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

## **3. LICENSES AND PERMITS**

3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.

3.2. The work to be performed under this Agreement, except meter installations by the District, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval attached herein as Exhibit "C".

3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's sole expense prior to construction.



3.4. Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.

#### **4. INSURANCE REQUIREMENTS**

4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.

4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.

a. General Liability: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury – With the "Employee" Exclusive Deleted.

b. Automotive/Vehicle Liability Insurance: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").

c. Workers' Compensation Insurance: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:

a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.

b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.

d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.

e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.

4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:

a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.



b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.

c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

## 5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Bloomington Cactus DC Slover Ave – Waterline Relocation**, is **(TBD)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** TBD. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of **(TBD)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of **(TBD)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the cost proposal.

## 6. MATERIALS

6.1. The water system facilities to be installed pursuant to this Agreement shall become an extension of the distribution system of the District. All materials used must conform to District specifications for such materials pursuant to all applicable legal requirements.

## 7. NOTICES

7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
*RE: Bloomington Cactus DC Slover Ave – Waterline Relocation*

7.3. Notices required shall be given to **Developer** addressed as follows:

CHIPT Bloomington DC, L.P.  
ATTN TO: Philip J. Prassas  
527 W. 7<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90014  
*RE: Bloomington Cactus DC Slover Ave – Waterline Relocation*

7.4. Notices required shall be given to **Surety** addressed as follows:

SURETY NAME:  
ATTN TO:  
ADDRESS  
*RE: Bloomington Cactus DC Slover Ave – Waterline Relocation*

7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

## 8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds in the amounts provided herein and approval by the District and upon payment of all applicable charges, the Agreement shall be signed by Developer and the District. The District shall return an original copy of the signed Agreement with a letter to Developer giving notice to proceed to construct the water system facilities.



## 9. INSPECTION

9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.

9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

9.7 Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

## **10. TESTING AND DISINFECTION**

10.1. All water system facilities and components constructed pursuant to this Agreement shall adhere to all requirements for testing, disinfection, and flushing pursuant to District standards and Legal Requirements.

## **11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

11.1. Developer accepts the responsibility for and the costs occasioned by any reconstruction, relocation, damages to, or changes of water services or facilities caused or contributed to directly or indirectly by any subsequent changes in the location of any of said facilities or water meters or water services.

## **12. AS-CONSTRUCTED DOCUMENTATION**

12.1. In order for the District to accept the facilities, Developer shall provide all required documentation as specified in the Standards for Domestic Water Facilities, including as-built drawings.

## **13. INDEMNIFICATION**

13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any



suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

13.2. Neither Developer nor any of Developer's agents, contractors or subcontractors are, or shall be, considered to be agents of the District in connection with the performance of Developer's obligations under this Agreement.

## **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

## **15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

## **16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM**

16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

## **18. BREACH OR DEFAULT OF AGREEMENT**

18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion thereof, and default of Developer.

18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other



method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

## **19. SUCCESSORS BOUND**

19.1. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

## **20. ENFORCEMENT OF PROVISIONS**

20.1. The District's failure to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

### **WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Thiel, General Manager

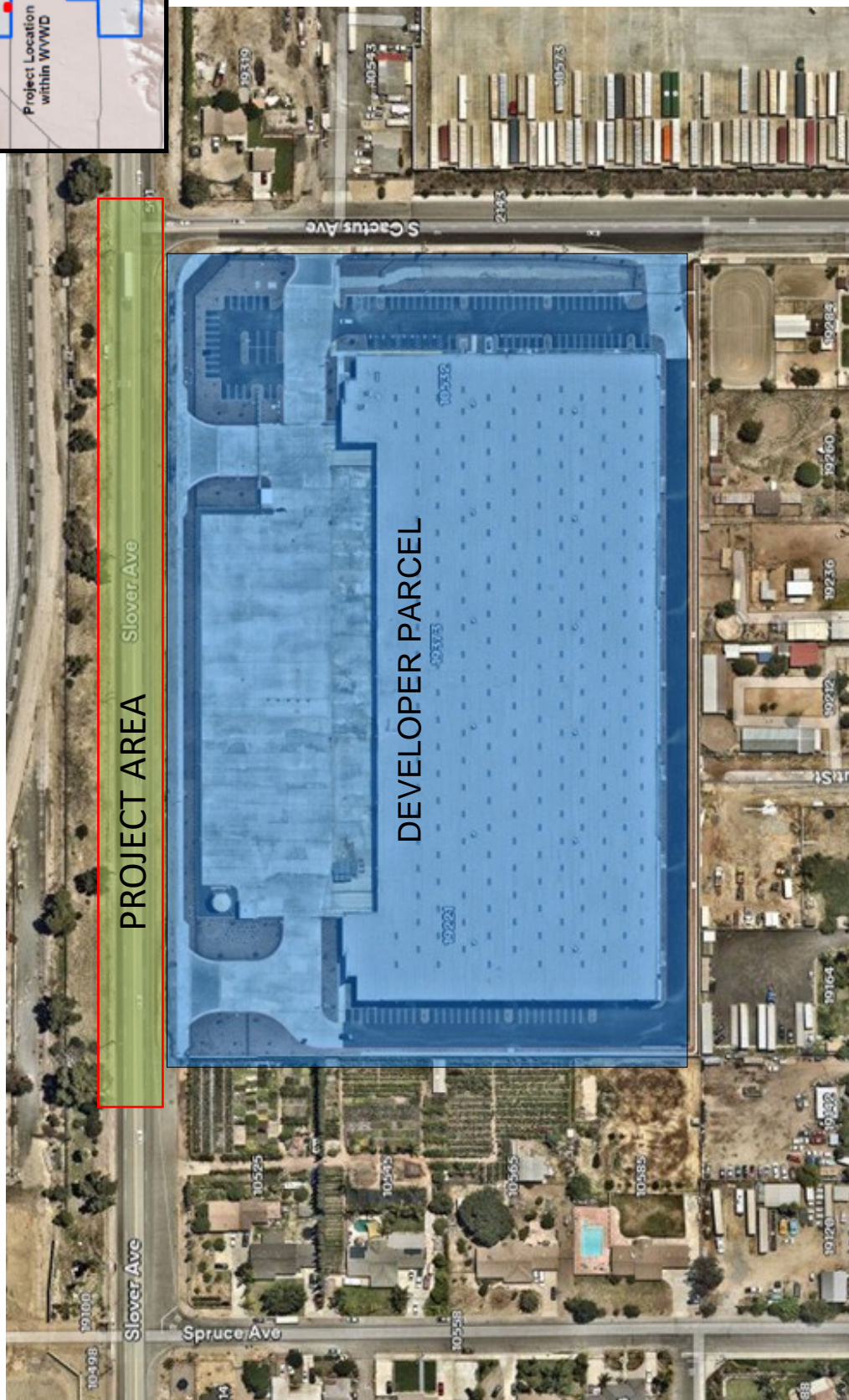
### **DEVELOPER:**

**CHIPT Bloomington DC, L.P.** a Delaware limited partnership

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Philip J. Prassas, Vice President  
Authorized Agent

# Exhibit A





**Exhibit A**

**Bloomington Cactus DC Slover Ave Waterline Relocation, Bloomington**

# Exhibit B









# Exhibit C

(to be provided at later date)

# Exhibit D



BOND NO. \_\_\_\_\_

## **FAITHFUL PERFORMANCE BOND**

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Bloomington, Cactus DC Slover Avenue Waterline Relocation for services to 19275 S. Slover Avenue (dated)**. This premium charged on this bond is \$\_\_\_\_\_ being at the rate of \$ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**CHIPT Bloomington DC, L.P  
527 W. 7<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90014**

as the "Principal", an agreement for the work described as follows:

**Water System Installation in Accordance with Approved Water Improvement  
Plans for Bloomington Cactus DC Slover Avenue – Waterline Relocation (dated)**

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE, the undersigned Developer, as Principal, and \_\_\_\_\_ (Name of Surety) \_\_\_\_\_ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)** no/100 dollars **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

CHIPT Bloomington DC, L.P.

A Limited Partnership

By: \_\_\_\_\_  
Philip J. Prassas  
Vice President



(NOTARIZATION AND SEAL)

SURETY

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(NOTARIZATION AND SEAL)



## STAFF REPORT

**DATE:** January 22, 2026

**TO:** Engineering, Operations and Planning Committee

**FROM:** Rocky Welborn, Director of Engineering

**SUBJECT:** Professional Services Agreement with Harper & Associates Engineering, Inc. for Repairs to Reservoirs 4-1 and 4-2

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### **STRATEGIC GOAL:**

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply, 1B - Assess, Repair, Replace, Upgrade Aging Infrastructure

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices, 5A - Increase Operational Efficiency, Resiliency, and Reliability

### **MEETING HISTORY:**

None

### **BACKGROUND:**

The West Valley Water District's Water Facilities Master Plan and 5-year Capital Improvement Program, updated in July 2020, delineates the essential infrastructure needed to augment the District's local groundwater and surface source supplies. This infrastructure includes groundwater supply wells, water treatment facilities, reservoirs, pump stations, distribution lines, and transmission lines. The service area consists of eight (8) pressure zones: Zone 2, 3, 3A, 4, 5, 6, 7 and 8 and is divided into Northern and Southern systems by the central portion of the City of Rialto.

Pressure Zone 4 is in WVWD's North System and storage is provided by reservoirs R4-1, R4-2, and R4-3. Currently, the two (2) 2-million-gallon concrete reservoirs: Reservoir 4-1 and Reservoir 4-2 operate at the same water level and located in the upper Zone 5 area just north of Zone 4. These reservoirs were last inspected in 2017 and 2023 with various notable cracks and existing patches. Reservoir 4-1 was built in 1958 with an aluminum dome in a hexadecanal shape with a hopper bottom and approximately 150-ft in diameter and 29-ft height. Reservoir 4-2 was built in 1985 in a rectangular 160-ft long by 100-ft wide by about 20-ft high footprint with a hopper bottom.



Projects W26002 and W26001 were included in the District's Capital Improvement Plan for the FY25/26 year to evaluate and implement repairs, safety upgrades, and general rehabilitation. Based on the finding of the previously performed inspections the anticipated scope of work may include surface preparation and crack repairs, exterior and interior recoating, remove and repair spalling in roof, patch holes in aluminum roof, hardware replacement, replacement of anchor bolts, and sediment removal. This type of work requires specialty knowledge in water tank structural design and modern rehabilitation methods. These improvements to the water supply system infrastructure will enhance water supply redundancy.

#### **DISCUSSION:**

Staff issued a Request for Proposal ("RFP") to prepare a biddable construction package to perform structural rehabilitation and repairs to Reservoirs 4.1 and 4-2.. This RFP was posted on PlanetBids. The District received responsive proposals from four (4) consulting firms – AKD Consulting, Albert A. Webb and Associates, Harper and Associates Engineering, and TKE Engineering. The proposals received included similar qualifications and technical expertise.

To determine the best value for the District, staff ensured that all proposals received met the minimum requirements in the scope of work. Staff evaluated and scored the received proposals based on the scoring criteria described in the RFP and Harper and Associates Engineering was the highest rated proposal. Staff began negotiations with Harper to develop a draft Professional Services Agreement and enhance the proposed scope of work. Attached as **Exhibit A** is the draft District Professional Services Agreement with Harper which includes the negotiated scope of work.

This item is in support of the District's Strategic Plan Goal to manage and deliver a safe, reliable, and sustainable water supply and strategy to assess, repair, replace, and upgrade aging infrastructure.

#### **FISCAL IMPACT:**

The total cost to perform the Project design services as proposed by Harper & Associates Engineering, Inc. is \$120,102. This Project is included in the Fiscal Year 2025/2026 Capital Improvement Budget under Project Nos. W26002 Reservoir 4-1 Re-coating and W26001 Reservoir 4-2 Re-coating Projects.

#### **REQUESTED ACTION:**

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

1. Approve the Professional Services Agreement with Harper & Associates Engineering, Inc. in the amount of \$120,102 for the design services for W26002 Reservoirs 4-1 and W26001 4-2 Repairs Project and;
2. Authorize the General Manager to execute all necessary documents.

#### **Attachments**

[Exhibit A - Professional Services Agreement and Task Order.pdf](#)

# EXHIBIT A





# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

***HARPER & ASSOCIATES ENGINEERING, INC.***

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date") is by and between West Valley Water District ("District") and Harper & Associates Engineering, Inc. ("Consultant"). The District and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

### **RECITALS**

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### **Section 1. Term of Agreement.**

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

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

(c) If a Task Order (as defined herein) is in effect at the expiration of the term of this Agreement, the term of this Agreement will automatically extend until Consultant completes the services under said Task Order, or until the Agreement is otherwise terminated, as set forth herein.

#### **Section 2. Scope and Performance of Services.**

**2.1** (a) District may, from time to time, by written instructions from the District's General Manager or Assistant General Manager, or their designee, ("Authorized Representative") issue task orders ("Task Orders") to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit "A" attached hereto and by this reference incorporated herein. The Task Order shall set forth: (1) the scope of services to be performed by Consultant; (2) the compensation to be paid to Consultant; and (3) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

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

- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel"). Consultant shall not substitute or remove Key Personnel without the prior written consent of District.
- 2.4** Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its services, as more particularly described in this Agreement and each Task Order in accordance with generally accepted professional practices and current standards of care and diligence normally practiced by members of the profession currently practicing under conditions of a similar nature. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

- 2.5** Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force



Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay. Notwithstanding the foregoing, District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

### **Section 3. Additional Services and Changes in Services**

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders unless such additional services are authorized in advance and in writing by District.
- 3.2** If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

### **Section 4. Familiarity with Services and Site.**

- 4.1** By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
  - (a) investigate and consider the services to be performed;
  - (b) carefully consider how and within what time frame the services should be performed;

- (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
- (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order and maintain all required licenses during the performance of such Task Order.

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

## **Section 5. Compensation and Payment.**

- 5.1** In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of the Task Orders. Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Consultant shall furnish District monthly with an original invoice for all services performed and expenses incurred under a Task Order during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3** District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement and the Task Order. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.



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

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

- 6.1 Consultant will not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and
  - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

**Section 7. Project Documents.**

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

**Section 8. Consultant's Books and Records.**

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or

records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.

- 8.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 8.3** Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

## **Section 9. Status of Consultant.**

- 9.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in



any manner officials, officers, employees or agents of District.

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

**Section 10. Compliance with Applicable Laws and California Labor Code.**

- 10.1** Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.
- 10.2** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- 10.3** If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- 10.4** This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance

requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

## **Section 11. Conflicts of Interest.**

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

## **Section 12. Confidential Information; Release of Information.**

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena,



notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

### **Section 13. Indemnification.**

**13.1** Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the sole negligence or intentional acts of District or its Representatives (as solely defined below).

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

**13.3** If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

#### **Section 14. Insurance.**

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit "C." All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

#### **Section 15. Assignment.**

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

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



## **Section 16. Termination of Agreement.**

- 16.1** District may terminate this Agreement, with or without cause, at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession, including, but not limited to, Project Documents must be returned to District immediately. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. If said termination occurs prior to completion of any Task Order for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such Task Order completed but not paid prior to said termination.
- 16.3** Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

## **Section 17. Notices.**

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

To District:                West Valley Water District  
                                    855 West Base Line Road  
                                    P. O. Box 920  
                                    Rialto, CA 92377  
                                    (Tel.) 909-875-1804

To Consultant:           Harper & Associates Engineering, Inc.  
                                    Attention: Krista Harper, P.E. Vice President  
                                    Address: 1240 E. Ontario Ave., Suite 102,  
                                    Corona, CA 92881  
                                    Phone Number: (951) 372-9196  
                                    Email: Krista@harpereng.com

**\*\* Please send all invoices by:**

**Email:** [apinvoices@wvwd.org](mailto:apinvoices@wvwd.org)

or

*Mail: West Valley Water District  
Accounts Payable  
P.O. Box 190  
Rialto, CA 92377*

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

## **Section 18. General Provisions.**

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement and all attachments contain the entire, complete, final and exclusive agreement and understanding of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile

transmission. Such facsimile signature will have the same effect as an original signature.

- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.
- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.



- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

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

**SIGNATURE PAGE FOR AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE WEST VALLEY WATER DISTRICT  
AND HARPER & ASSOCIATES ENGINEERING, INC.**

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

**DISTRICT:**

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

By \_\_\_\_\_  
Kelvin Moore, President

By \_\_\_\_\_  
John Thiel, General Manager

**CONSULTANT:**

**HARPER & ASSOCIATES ENGINEERING, INC.**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**TASK ORDER**

**SAMPLE**



**TASK ORDER NO. 1**

This Task Order ("Task Order") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between West Valley Water District, a public agency of the State of California ("District") and \_\_\_\_\_ ("Consultant").

**RECITALS**

- A. On or about \_\_\_\_\_, 2023 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

\_\_\_\_\_  
John Thiel, General Manager

\_\_\_\_\_  
Board Secretary

**CONSULTANT:**

**Vendor Name Here**\_\_\_\_\_

By\_\_\_\_\_

Name\_\_\_\_\_

Its\_\_\_\_\_

**EXHIBIT “1”**  
**TO**  
**TASK ORDER NO. 1**  
**SCOPE OF SERVICES**

**SAMPLE**



**EXHIBIT “2”**

**TO**

**TASK ORDER NO. 1**

**COMPENSATION**

**SAMPLE**

**EXHIBIT “3”**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

**SAMPLE**

## **EXHIBIT B**

### **KEY PERSONNEL**

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

**Krista Harper, P.E., Vice President**



**EXHIBIT C**  
**INSURANCE**

## INSURANCE

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

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

- B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.
- C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.
- D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.
- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages,

expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed “primary” so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days’ prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District’s right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best’s Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant’s expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.



- N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.

## **TASK ORDER NO. 1**

### **Professional Services to provide engineering design services for Reservoirs 4-1 and 4-2 Repairs**

This Task Order ("Task Order") is executed this \_\_\_\_\_ day of January 2026 by and between West Valley Water District, a public agency of the State of California ("District") and Harper & Associates Engineering, Inc. ("Consultant").

#### **RECITALS**

- A. On or about \_\_\_\_\_, 2026 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services provided by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

By \_\_\_\_\_  
Kelvin Moore, President

By \_\_\_\_\_  
John Thiel, General Manager

**CONSULTANT:**

**HARPER & ASSOCIATES ENGINEERING, INC.**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_



**EXHIBIT “1”**

**TO**

**TASK ORDER NO. 1**

**SCOPE OF SERVICES**

The purpose of the scope of services is to provide engineering design services for the Reservoirs 4-1 and 4-2 Repairs pursuant to the attached proposal dated January 6, 2026.



HARPER & ASSOCIATES  
ENGINEERING, INC.



## Proposal: W26001 & W26002 - Reservoirs 4-1 & 4-2 Repairs

### PREPARED BY:

Krista Harper  
Vice President  
1240 E. Ontario Ave., Suite 102  
Corona, CA 92881

### PRESENTED TO:

West Valley Water District  
Natalie Avil, EIT, Project Manager

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## COVER LETTER

Thank you for the opportunity to submit the following comprehensive Proposal to provide engineering design services for the Reservoirs 4-1 and 4-2 Repairs. The Proposal was prepared based on receipt and review of the Request for Proposal. We are confident our firm offers the District an exceptional opportunity to take advantage of our corrosion engineering services with an outstanding array of technical talent and expertise.

The cost estimate, terms, and conditions of this Proposal are valid for ninety (90) days from receipt of Proposal. HAE will provide and maintain in full force and effect, while operating under an agreement with the District, a Comprehensive Liability insurance policy which shall include bodily injury and property damage coverage of \$4,000,000 combined single limit, Automobile Liability insurance with limits of \$2,000,000, Worker's Compensation insurance with limits of coverage as prescribed by law, and an Errors and Omissions Professional Liability policy with a minimum limit of coverage of \$2,000,000. The insurance certificates will state "West Valley Water District is an additional insured."

Please contact me at our office at 1240 E. Ontario Avenue, Suite 102, Corona, CA 92881 or (951) 372-9196, or e-mail at [Krista@harpereng.com](mailto:Krista@harpereng.com) regarding contract negotiations, binding the contract, any questions, or if additional information is required.

Respectfully submitted,  
HARPER & ASSOCIATES ENGINEERING, INC.

A handwritten signature in blue ink, reading 'Krista Harper', is positioned above the printed name and title.

Krista Harper, P.E.  
Vice President



## EXECUTIVE SUMMARY

Harper & Associates Engineering, Inc. (HAE) is pleased to submit this Proposal for engineering design services for the Reservoirs 4-1 and 4-2 Repairs. HAE is a corrosion and tank structural consulting engineering firm for water and wastewater facilities, operating since 1979. HAE would be considered a small business in comparison to many larger firms, but the decision was made early on to be a small firm that specializes in this unique field of engineering. By specializing, HAE has developed a comprehensive understanding of this field. The desire was to provide our clients with exceptional knowledge, high quality workmanship, and personalized service on all projects. The fact that HAE has successfully specialized in this unique field for over 45 years speaks well of the firm's reputation in the industry, integrity, financial stability, and resources.

In 1979, HAE was the first engineering firm in Southern California to provide full-time quality control coating and paint inspection. In addition, our founder, William Harper, was a member of the original committee that formulated the NACE coating inspection program and testing. HAE has been diligent in hiring highly qualified inspectors. Our inspectors not only have NACE certifications, but also have field experience in coating and painting with many of our inspectors being either past foremen or superintendents for coating contractors. It was determined early on that this field experience is crucial for the best understanding of the needed requirements to achieve a 20 to 25 year effective service life of the coating or paint.

As can be seen in the references provided, many clients have used our services exclusively for their reservoir projects for many decades. We believe our long-standing service to a variety of public agencies throughout California, many on a continuous basis throughout our over 45 years in business, is a testimonial to the quality of services we provide. The primary assurance is the fact that all work will be done by highly qualified and experienced engineers and inspectors with an outstanding array of technical talent and expertise and who are uniquely familiar with water reservoir projects.

# FIRM INFORMATION

Harper & Associates Engineering, Inc. (HAE) is a corporation that has been operating since 1979. Our office is located at 1240 E. Ontario Avenue, Suite 102, Corona, CA 92881. Although the corporation would be considered a small business, the fact that it has successfully specialized in the unique field of corrosion engineering and reservoir structural engineering for many decades speaks to its experience. Currently HAE has 19 employees that have worked closely with each other over many years. Our personnel include one (1) registered professional engineer, five (5) non-registered engineers, three (3) engineering technicians/divers, nine (9) quality control inspectors, and three (3) clerical staff. HAE's engineering staff has been active members of American Water Works Association and National Association of Corrosion Engineers since the inception of the firm. Andre Harper, President, and Krista Harper, Principal Engineer and Vice President, are the owners and officers of the corporation and their resumes are included in the Project Team portion of this comprehensive Proposal.

HAE or any officer of the firm has no convictions or indictments involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law. HAE has no terminations of a contract for convenience or for cause.

HAE has been audited in the last five years by the Department of Industrial Relations (DIR) and paid a fine for not submitting forms required for the Public Works Apprenticeship Program for work performed by coating inspectors. The Apprenticeship Program does not include NACE coating inspectors but requires notification of all public work to be performed. HAE complies with all prevailing wage and apprenticeship requirements established by the DIR.





# QUALIFICATIONS & BACKGROUND

*45 years of specialty experience*

Harper & Associates Engineering, Inc. (HAE) is pleased to submit this Proposal for engineering design services for the Reservoirs 4-1 and 4-2 Repairs. HAE is a corrosion and tank structural consulting engineering firm specializing in water reservoirs and related facilities, operating since 1979. By specializing, HAE has developed a comprehensive understanding of this field and the needs within the water industry. The desire is to provide our clients with exceptional knowledge, high quality workmanship, and personalized service on all projects. The fact that HAE has successfully specialized in this unique field for over 45 years speaks well of the firm's reputation in the industry, integrity, financial stability, and resources to successfully accomplish projects.

As a firm that specializes in services for water storage tanks, we can provide turnkey projects for our clients from the initial evaluation and detailed report, to preparation of comprehensive technical specifications and plans, bid documents, and customized bidding and construction assistance, and finish the project with quality control inspection. The following are advantages which distinguish HAE from other engineering firms.

- HAE can accomplish evaluations by drained, dive, and float methods. These evaluations have helped our team develop expertise regarding coatings in tanks, their modes of failure, and the corrosion related structural damage caused by coating failures. Our team has also developed a thorough knowledge of the Cal/OSHA regulations, seismic regulations, and AWWA standards needed to bring a tank into compliance with current codes. By having our own diving crew led by an engineer, we can guarantee our evaluations are thorough and all aspects of tank rehabilitation are carefully considered.

- HAE has developed the most comprehensive technical specifications in the water industry for coating and painting of tanks and repairs in concrete reservoirs. Our specifications have been expanded to specifically address the areas within the tank where the coatings are most prone to failure.
- HAE can provide our clients with lower engineering costs for their projects. Our knowledge, comprehensive technical specifications and plans, and customized bidding and construction assistance have been created in a way that is more productive, as we are not spending hours researching means and methods for each individual project.
- HAE's vast experience in this industry has also enabled us to provide each client with quick and efficient review of submittals, procedures, and RFI's, which keeps our management costs down. In addition, because of our efficient services, progress meetings are kept to a minimum, which saves the client's personnel time to work on other pressing matters.
- In 1979, HAE was the first engineering firm in Southern California to provide full-time quality control coating and paint inspection. In addition, our founder, William Harper, was a member of the original committee that formulated the NACE coating inspection program and testing. Since HAE was founded, we have been diligent in hiring highly qualified inspectors. Our inspectors not only have NACE certifications, but have field experience in coating and painting with many of our inspectors being either past foremen or superintendents for coating contractors.

As can be seen in the references provided, many clients have used our engineering services exclusively for their tank projects for many decades. We believe our long-standing service to a variety of public agencies throughout California, many on a continuous basis throughout our over 45 years in business, is a testimonial to the quality of services we provide. We encourage the District to confer with any of the references included in this Proposal. The primary assurance is the fact that all work will be done by highly qualified and experienced engineers with an outstanding array of technical talent and expertise and who are uniquely familiar with water tank projects.

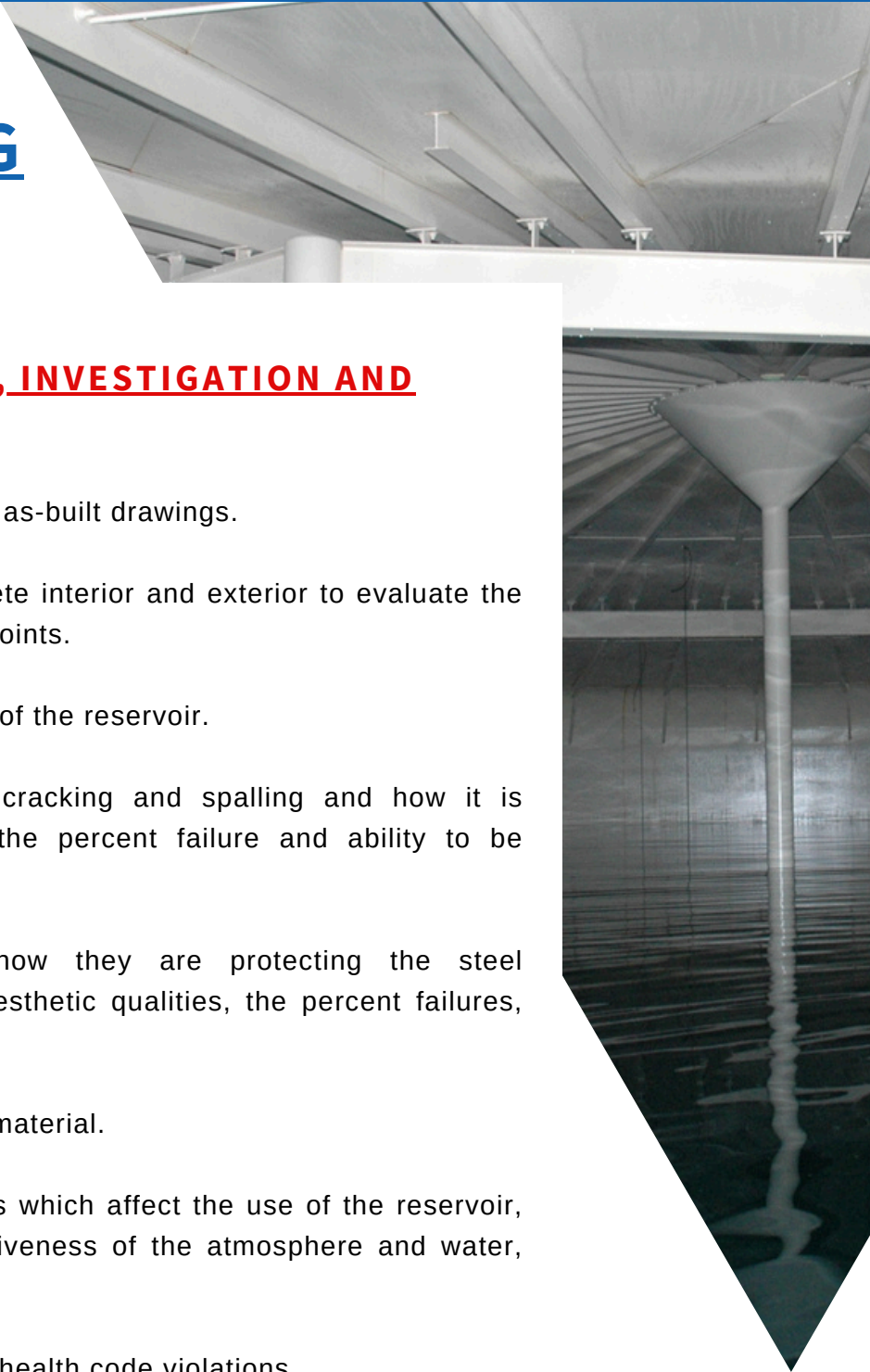
*"It has been the mission of HAE to provide our clients with professional, innovative, and realistic guidance and services always."*

# **STATEMENT OF UNDERSTANDING AND APPROACH**

## **PHASE 1 - DESIGN**

### **TASK 1 - AS-BUILT RESEARCH, INVESTIGATION AND REVIEW**

1. Review all Dive and Inspection data and as-built drawings.
2. Accomplish field investigation of complete interior and exterior to evaluate the present condition from the following standpoints.
  - Corrosion-related structural soundness of the reservoir.
  - Condition of the concrete regarding cracking and spalling and how it is protecting the steel from corrosion, the percent failure and ability to be repaired.
  - Condition of coatings and paint; how they are protecting the steel appurtenances from corrosion, their aesthetic qualities, the percent failures, and their ability to be recoated.
  - Condition of expansion joints and joint material.
  - Environmental and operating conditions which affect the use of the reservoir, maintenance of the reservoir, aggressiveness of the atmosphere and water, and extent of abrasion damage.
  - Observe and note structural safety and health code violations.
  - Any areas located by the Diver appearing to be leaking shall be tested with NSF 61 approved dye. HAE cannot guarantee that the leak will be located.
3. Field evaluation of the reservoir utilizing Certified Divers/Engineers to visually inspect, photograph, and video visible deficiencies below the waterline would entail one site visit.





- Evaluation of the vapor zone is limited to visual from the water level below the highest point of the reservoir. With the water level three to four feet below the roof line, inspection via inflatable raft greatly enhances the execution of the survey.

- The hatch must be a minimum of 24-inches in diameter to permit entrance into the reservoir.

4. Surfaces would be photographed and entered into a Photographic Survey which would be included in the written report.

5. Conclusions, recommendations, and cost estimates would be prepared for the following and included in the detailed Design report for each reservoir.

- Cause(s) of deficiencies
- Recommended concrete repairs within the reservoirs, including extent of deficient areas, estimated costs, and life expectancy.
- Recommended coating and painting
- Additional items to enhance maintenance and safety

6. A pdf copy of the written Design report for each reservoir will be submitted.

7. The following sanitary measures will be fully complied with in accordance with AWWA C652-92, Section 5.

- Diver's equipment is dedicated for use only in potable water storage reservoirs.
- No body parts shall come in contact with potable water.
  - Diver's suit shall be prophylactic in design. Only non-permeable dry-suits shall be used which incorporate an integrated hard helmet, neck and wrist dams, and boots.
- Wet suits, hoods, and open or removable masks and face plates are not acceptable for use in potable water.
- Prior to diver entrance into potable water, diver shall be:
  - Fully dressed in prophylactic dry suit as detailed above.

- A geotechnical study is not included as part of this Proposal.

## **TASK 2 - DETAILED TECHNICAL PROVISIONS**

1. Once scope of work has been determined from the Design Reports submitted for each reservoir and upon final authorization by the District, prepare and submit detailed technical specifications, plans, and other contract documents for each reservoir. As a firm that specializes in steel and concrete reservoir rehabilitation for over 45 years, our specifications for concrete repair, joint sealant replacement, and concrete and steel coating are the most comprehensive specifications in the water industry. Our specification also includes disinfection testing and compliance activities prior to placing the reservoirs back into service.

- If a seismic analysis is requested by the District and structural upgrades are determined to be necessary, the design of these structural upgrades is not included in the scope of work or estimated cost. The type and extent of the structural upgrades cannot be determined at this time. The only structural work included in the estimated cost is for the “replacement of anchor bolts in like kind” as called out in the RFP.

2. Prepare drawings in AutoCAD 2024 for the project. Drawings shall include, but not be limited to:

- Title sheet, location map, vicinity map, and signature blocks applicable to the project.
- Symbols and abbreviations
- Drawings shall be signed and sealed by HAE professional engineer registered in the appropriate discipline in the State of California.

3. Specifications in CSI MasterFormat and drawings will be submitted to the District for review at the 60% and 100% design stages. The technical specifications shall conform to the Standard Specifications for Public Works Construction, “Green Book” 2024 edition, the WVWD Standard Plans and Specifications, and Construction Bid Item Descriptions.

4. Prepare and submit a detailed engineering cost estimate for the project in accordance with the bid schedule generated for the work at the 60% and 100% design milestones.

5. HAE's team shall perform routine and final review prior to signing the plans to ensure accuracy, conformance, and integrity of all plans and specifications.

### **TASK 3 - OPTIONAL IMPROVEMENTS**

Observe and note safety, and health code violations per DOHS, Cal/OSHA, and AWWA requirements. Observations, recommendations, and cost estimates would be prepared and included in the Design Report for each reservoir. HAE shall provide design engineering for recommended upgrades as directed by the District.

### **TASK 4 - MEETINGS**

1. HAE will assign a project manager as the main point of contact and coordinate all communication with the District staff.
2. Kick-off meeting with District staff to clarify understanding of scope and parameters of the project.
3. Meet with the District as necessary to review Design Reports and progress of the project and exchange ideas and information, as required. Prepare and submit approved meeting agendas prior to each meeting, record minutes and submit within (3) working days.
4. Hold workshops with District staff to review design reports to finalize the scope of work and to review the 60% submittal.
5. Provide schedule and revise/update as required due to changes.
6. Provide the QA/QC for the project and review all major deliverables before delivered to the District. Maintain regular communication with District staff to confirm the major content of deliverables prior to submitting.

### **TASK 5 - BIDDING ASSISTANCE AND ENGINEERING SUPPORT DURING CONSTRUCTION**

1. Prepare agenda and conduct pre-bid conference for the project at a date, time, and place set by the District. Present a summary of project requirements, answer any questions, assist in pre-bid inspection, and prepare minutes of the meeting which would include written responses to questions and clarification as needed.
2. Assist the District in conducting pre-construction meeting to enable all relevant parties to comprehend scope of project, implementation of specifications, and District requirements. Prepare minutes of pre-construction meeting covering all aspects of Contractor's questions and clarifications of project and present to all parties.
3. Interpret the contract documents through requests for information/clarification (RFI/RFC), which will be answered by addendum. Prepare, track, and issue addenda when required.



- All equipment and diver dress shall be thoroughly disinfected by 100% wash-down with, or immersion in, a 200 PPM solution of chlorine and water.

## 8. Safety Procedures

- Harper & Associates Engineering, Inc. fully complies with all of the safety procedures in accordance with Cal/OSHA Title 8, General Industry Safety Orders, Group 26, Article 152, 153, 6050-6056.
- All members of the team shall possess a current certificate of qualification and training in CPR/First Aid.

## 9. Seismic Evaluation - OPTIONAL

- During inspections of the interior and exterior of the reservoirs, HAE will verify measurements, physical conditions, and other information to assist in seismic stress load calculations and structural evaluations.
- Prepare stamped and signed structural calculations for each reservoir per AWWA D100-11, ASCE 7-16, and California Building Code (CBC), Seismic and structural analyses calculations shall be provided for the following items:
  - Reservoir Concrete Walls
  - Roof Concrete or Dome
  - Center and perimeter columns and column footings (where applicable)
  - Reservoir floor
  - Concrete foundation
  - Minimum required amount and spacing of anchor bolts and review of connection (if determined to be required by analysis)
  - Minimum freeboard/sloshing wave height
- Seismic parameters will be determined per the USGS website and associated seismic design parameter tools based on site location.

4. Assist the District and answer questions as appropriate during the bid opening. Assist in the evaluation of bid proposals, and provide recommendation for selection of contractor.
5. Provide assistance with request(s) for information, clarifications, and change orders as needed. The modifications communicated by change order will be fully documented with drawings and/or written description of the work required.
6. Review and approve or reject all submittals in a timely manner. Rejected submittals will be supplemented with an explanation of the reason for rejection along with requirements for resubmittal. Consultant shall assure itself that any deviations or substitutions submitted by the Contractor shall be equal to or of better quality than specified in the contract documents.
7. Review all Contractor progress pay requests, inspection reports, and estimates of percent completion and make recommendations for payment to Contractor as appropriate.

## **PHASE 2 - CONSTRUCTION (DEFERRED TASK)**

### **TASK 6 - INSPECTION**

#### **1. DAILY INSPECTION ACTIVITY REPORTS**

- Project shall identify daily start and stop times, size of Contractor's crew, equipment used, visitors to job site, climatic conditions throughout the day, quantity of materials used, periods of Contractor down time and cause, inspection procedures used and results, verification and recording of surface preparation, coating material batch numbers, mixing, thinning, application, and thickness.
- Pictures shall be taken at key points in the project documenting the progress of the work.
- Daily inspection reports, including diagrams of the coating work accomplished, shall be submitted to the District.

2. Observe the Contractor for compliance with site and job safety requirements. Inform the District of any concerns or problems concerning site or job safety observed. Direct the Contractor to comply with all safety orders.

3. Provide inspection of structural and safety modifications on an as-needed basis.

4. SURFACE PREPARATION INSPECTION - Physical inspection of blast cleaned surfaces to verify compliance with specification, removal of dust, etc.

- Weather conditions will be verified by use of a sling psychrometer to determine suitability of climatic conditions.
- Surfaces will be observed to determine compliance with specifications.
- Abrasive Blast Cleaning: Inspect blasted surfaces at the end of each day's shift to determine compliance with specification. At completion of blast cleaning each shift, areas not meeting specification will be re-blasted and tests again performed. This cycle will be repeated until surfaces are accepted for material application.

5. MATERIALS APPLICATION INSPECTION - After approval of surface preparation, ongoing inspection monitors weather conditions, Contractor's application equipment and its operation, mixing of material, and physical inspection of application, including spray techniques, cleanliness of surface, thickness, etc.

- Weather conditions will be verified by use of an sling psychrometer to determine suitability of climatic conditions.
- Applied materials will be inspected for compliance with specification and mixing/thinning operations will be monitored.
- Surfaces will be re-inspected to verify no dust or other contaminants are on surfaces and remedial cleaning performed as required.
- After approval of surfaces, application will be carefully monitored to verify materials are evenly applied at the proper thickness and with no overspray to interfere with adhesion.

6. FINISH COAT(S) INSPECTION - After approval of prime coat application, ongoing inspection monitors weather conditions, Contractor's application equipment and its operation, mixing of material, and physical inspection of finish coat application, including spray techniques, cleanliness of surface, thickness, etc.

- Procedures outlined in 5. above will be repeated during application of additional materials, including careful examination of areas where cleaning penetrated coating film to verify edges of film have not lifted, curled, etc. Where defects exist, additional cleaning will be performed to bring area into compliance with specification and area will be recoated as required.

7. Assist the District in final acceptance of the project upon completion of all work by the Contractor. Prepare a punch list of items during the final project walk for the Contractor to complete. Compile and submit a Summary Report to the District within 30 days of job completion.



## **PROPOSAL FORMS**



Request for Proposals for Professional Services  
Reservoirs 4-1 & 4-2 Repairs

**PROPOSER IDENTIFICATION FORM**

1. Legal name of Proposer: Harper & Associates Engineering, Inc.
2. Proposer's Street Address: 1240 E. Ontario Avenue, Suite 102-312  
Corona, CA 92881-8671
3. Proposer's Mailing Address: 1240 E. Ontario Avenue, Suite 102-312  
Corona, CA 92881-8671
4. Proposer's Business Telephone: 951-372-9196
5. Proposer's E-mail Address [All requests will be sent to this location]:  
krista@harpereng.com
6. Type of Proposer:  
☐ Sole Proprietor   ☐ Partnership   ☒ Corporation\*   ☐ Other  
\* If corporation, indicate State where incorporated: CA
7. Contractor's License Number: N/A  
Type of License: \_\_\_\_\_ Issuing State: CA
8. Proposer Federal Tax Identification Number: 330783911
9. Proposer's Project Manager: Krista Harper
10. Number of licensed CA Registered Professional Engineers and/Architect on staff (if any): 1
  - i. Name: Krista Harper Lic. Number: C 71280  
Specialty: Civil Engineering
  - ii. Name: \_\_\_\_\_ Lic. Number: \_\_\_\_\_  
Specialty: \_\_\_\_\_
  - iii. Name: \_\_\_\_\_ Lic. Number: \_\_\_\_\_  
Specialty: \_\_\_\_\_

*\* If the Proposer is a corporation, enter state or country of incorporation in addition to the business address and include an incumbency certificate executed by a Secretary thereof in the form set forth on the following page listing each officer with signing authority and its corresponding office. If the Proposer is a partnership or joint venture, attach full names and addresses of all partners or joint venturers, as well as incumbency certificates for each general partner and joint venturer. If the Proposer is a joint venture or general partnership, furnish a letter from each general partner or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the Proposal and under any contract arising therefrom. Include evidence of signature authority in the Proposal.*



Request for Proposals for Professional Services  
Reservoirs 4-1 & 4-2 Repairs

**PROPOSER'S REFERENCES**

The Consultant must demonstrate experience in conditional assessment, with a strong emphasis on structural integrity. Provide at least three (3) references for entities that similar services were provided along with contact information in the last five years. If point of contact no longer is with the client company please indicate under contact's name.

CLIENT COMPANY	ADDRESS	TELEPHONE & EMAIL	CONTACT NAME	TYPE OF WORK
Sunny Slope Water Company	1040 El Campo Dr. Pasadena, CA 91107	(626) 287-5238 john@sunnyslope watercompany.com	John Langman	Rehabilitation of Concrete Reservoir No. 1 in 2022 and Concrete Reservoir No. 4 in 2025-26
Laguna Beach County Water Company	306 Third Street Laguna Beach CA 92651	(949) 464-3 111 Klussier@lbcwd.org	Kevin Lussier	Rehabilitation of Concrete Temple Hills Reservoir in 2022 and concrete Tia Juana #1 Reservoir in 2022.
Golden State Water Company	160 E. Via Verde Suite 100 San Dimas, CA 91773	(562) 266 -7553 Johana.perez@ gswater.com	Johana Perez	Rehabilitation of the concrete Yukon Reservoir in 2025
City of Garden Grove	13802 Newhope St. Garden Grove, CA 92843	(714) 741 -5562 rebeccaL@ggcity.org	Rebecca Li	Rehabilitation of the Concrete Magnolia Reservoir in 2023





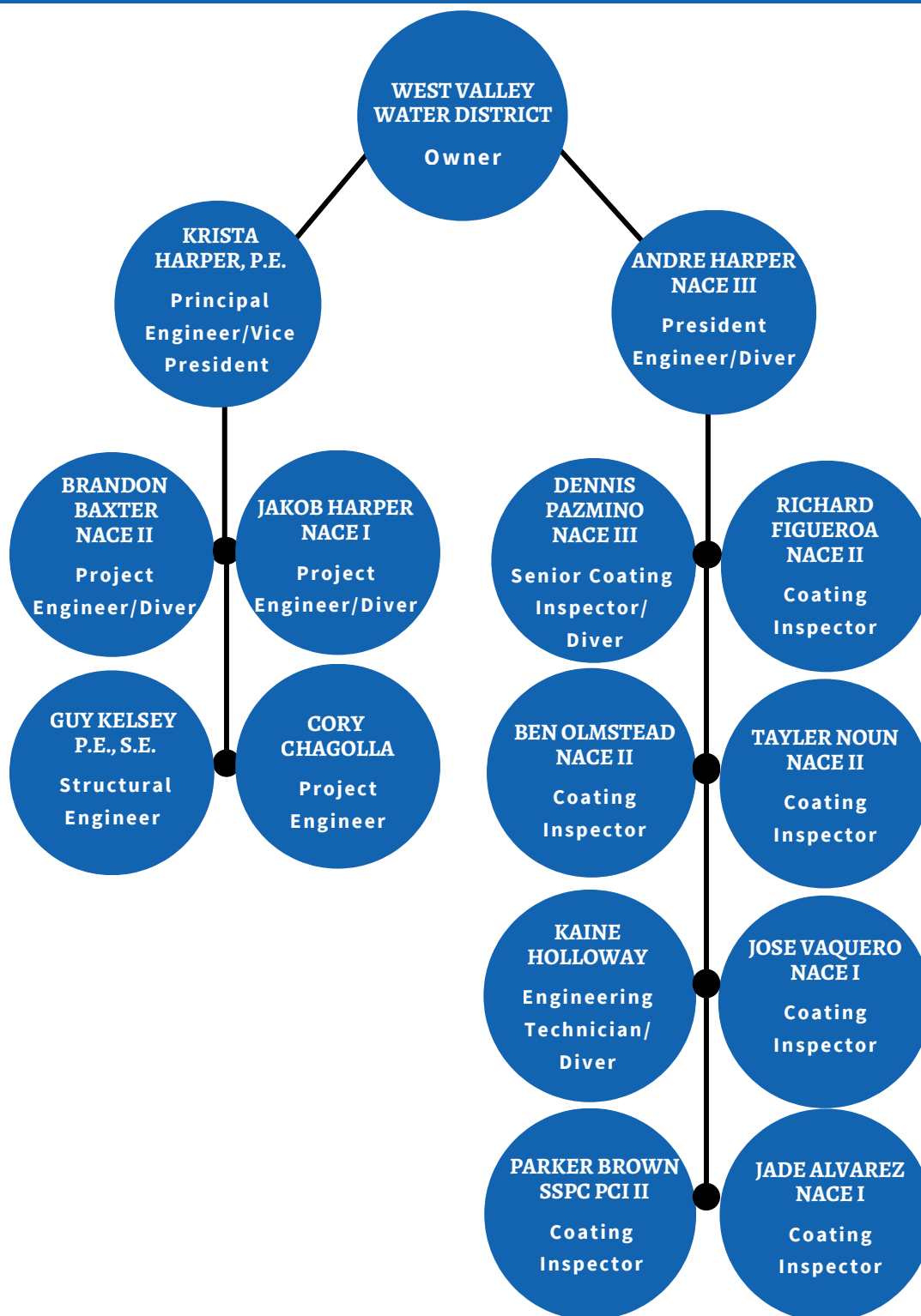
Request for Proposals for Professional Services  
Reservoirs 4-1 & 4-2 Repairs

**LIST OF SUBCONTRACTORS**

Name of Proposer: Harper & Associates Engineering, Inc.

Proposer shall use this sheet to list those subcontractors who shall perform work on the Project that are required to be listed by Public Contract Code Section 22160, et seq., and the "Subletting and Subcontracting Fair Practice Act" set forth in Public Contract Code Section 4100, et seq. All subcontractors not listed below shall be awarded by the Proposer in accordance with the process set forth in the Agreement.

<b>Subcontractors Name</b>	<b>Address of Main Office</b>	<b>Description of Work</b>	<b>CA License No.</b>	<b>DIR No.</b>
Kelsey Structural	8320 Lake Ashwood Ave Sand Diego, CA 92119	Kelsey will accomplish any seismic evaluation and structural design.	N/A	1000540088



## ORGANIZATION CHART

The following personnel will be the team for the District project. Detailed qualifications are referenced in the Resumes.

# PROJECT TEAM

## **Krista Harper, P.E., Principal Engineer**

Mrs. Harper, as Principal Engineer, will be responsible for QA/QC and will be the Project Manager. Mrs. Harper is a Registered Civil Engineer in the State of California (C71280). For over 25 years, Ms. Harper has been Senior Project Manager for HAE, working extensively in both corrosion and structural evaluations and rehabilitation engineering projects, primarily related to storage reservoirs, water treatment structures, and wastewater treatment structures.

## **Andre Harper, President and Lead Diver**

Mr. Harper will accomplish the field evaluation of the reservoirs and prepare reports. Mr. Harper holds a degree in engineering from California State Polytechnic University, Pomona, and is NACE Level III certified (55395). Mr. Harper has worked with HAE for over 25 years, performing the diving inspections of hundreds of reservoirs and drained inspections of water and wastewater treatment structures for the evaluation of coating, painting, and seismic/structural projects. Mr. Harper is the Project Manager for HAE and supervises all field operations for the firm.

## **Brandon Baxter, Project Engineer and Diver**

Mr. Baxter has been an Engineer and Diver for Harper & Associates Engineering, Inc. since 2014. He graduated from California Baptist University with his degree in Civil Engineering. He provides NACE level II coating and painting inspection for water reservoirs and wastewater treatment plants. In addition, Mr. Baxter is a lead diver for HAE's dive team and has logged over 350 dives. Mr. Baxter conducts field evaluations and prepares technical reports and photo surveys for corrosion evaluations of water reservoirs, wastewater treatment plants, pipelines, and pressure vessels.

## **Jakob Harper, Project Engineer and Diver**

Mr. Harper has been an Engineer and Diver for HAE since 2020. He is a graduate of California Baptist University. Mr. Harper will be a Project Engineer who will assist with the field inspections, preparing the reports, technical specifications, and AutoCAD plans. Mr. Harper conducts field evaluations and prepares technical reports and photo surveys for corrosion evaluations of water reservoirs, wastewater treatment plants, pipelines, and pressure vessels. Mr. Harper is part of our dive team and NACE certified.

## **Tayler Noun, Inspector, NACE II**

Mr. Noun has been a Quality Control Inspector for HAE since 2022. Mr. Noun is a NACE Level II Certified Coating Inspector (104939). His experience includes providing onsite coating inspection for various steel and concrete structures. For the past year, Mr. Noun has been at Vallecitos Water District's Water Treatment Plant providing coating inspection for various existing and new concrete structures as part of their expansion project.





# ANDRE HARPER

PRESIDENT



## OVERVIEW

Mr. Harper, President of Harper & Associates Engineering, Inc., has been working for the past 25 years extensively in corrosion and tank structural engineering projects, primarily related to steel and concrete tank evaluations and rehabilitation. Mr. Harper is a Project Engineer for HAE responsible for overseeing all field operations and is the lead diver for diving inspections for the evaluation of coating, painting, and seismic/structural projects. Mr. Harper has performed over a thousand inspections of steel and concrete water tanks, wastewater treatment plants, elevated tanks, pressure vessels, and pipelines.

## EDUCATION

BSCE, Construction Engineering  
California State Polytechnic  
University, Pomona

Cal/OSHA Confined Space Certified  
Dive Certified  
CPR Certified

32

YEARS  
EXPERIENCE

CERTIFIED  
#55395

NACE LEVEL  
III

## MEMBERSHIPS

American Water Works Association

National Association of Corrosion  
Engineers

Inland County Water Association

Southern California Water Utility  
Association

## RECENT PROJECT EXPERIENCE

2024 - Golden State Water Company - Rehabilitation of Holabird West Reservoir

2023 - Cucamonga Valley Water District - Evaluation and Rehabilitation of Reservoir 1B including Specifications, Construction Management, and Quality Inspection

2019 - Cucamonga Valley Water District - Evaluation, Cleaning, and Prioritization of 35 Tanks

2017 - Moulton Niguel Water District - Quality Control Inspection of Bear Brand Reservoir No. 2



# KRISTA HARPER, P.E.

## VICE PRESIDENT



## OVERVIEW

Ms. Harper, Vice President and Principal Engineer of Harper & Associates Engineering, Inc., has been working for the past 25 years extensively in corrosion and tank structural engineering projects, primarily related to steel and concrete tank evaluations and rehabilitation. Ms. Harper is responsible for quality assurance/quality control for all aspects of the firm including analysis of corrosion problems, preparation of specifications and plans, construction management, maintenance programs, inspection, and coordination with clients.

## EDUCATION

**BSCE, Construction Engineering**  
California State Polytechnic  
University, Pomona

2019 Inductee into the  
School of Engineering  
Hall of Fame

**30 YEARS  
EXPERIENCE**

**REGISTERED  
CIVIL  
ENGINEER**  
C  
71280

## MEMBERSHIPS

**American Water Works Association**  
Past Chairman of the Tanks,  
Reservoirs, Structures,  
Maintenance Committee and Past  
Chairman of the Corrosion Control  
Committee

**National Association of Corrosion  
Engineers**

**Inland County Water Association**

**Southern California Water Utility  
Association**

## RECENT PROJECT EXPERIENCE

2024 - Golden State Water Company - La Serena 1 & 2 Design

2024 - Coachella Valley Water District - Design for New Reservoir 7101-2

2021 - East Valley Water District - 18 Reservoir Seismic Evaluations and Reports

2019 - East Valley Water District - Evaluation and Prioritization of 23 Tanks



# BRANDON BAXTER

ENGINEER  
NACE II INSPECTOR  
CERTIFIED DIVER



## OVERVIEW

Mr. Baxter has been a Engineer and Diver for Harper & Associates Engineering, Inc. since 2014. He provides coating and painting inspection for water reservoirs and wastewater treatment plants. In addition, Mr. Baxter is a lead diver for HAE's dive team and has logged over 350 dives. Mr. Baxter assists in conducting field evaluations and preparing and editing technical reports and photo surveys for corrosion evaluations of water reservoirs, wastewater treatment plants, pipelines, and pressure vessels.

## EDUCATION

BSE, Engineering  
California Baptist University

NACE II Certified



## REGISTRATIONS

NACE Level II Certified Coating  
Inspector

Confined Space Entry Certified

CPR Certified

Open Water Dive Certified

## RELATED PROJECT EXPERIENCE

2024 - Cucamonga Valley Water District - Rehabilitation of Reservoir 1B-1 & 1B-2

2023 - Inland Empire Utilities Agency - 1299 Rehabilitation

2025 - Golden State Water Company - Dive Evaluation of 35 Reservoirs



**JAKOB  
HARPER**

**ENGINEER  
NACE I  
CERTIFIED DIVER**



## OVERVIEW

Mr. Harper has been an Engineer for Harper & Associates Engineering, Inc. since 2020. He provides engineering services for water reservoirs and wastewater treatment plants. In addition, Mr. Harper is one of the engineers part of HAE's dive team. Mr. Harper assists in conducting field evaluations and preparing and editing technical specifications and plans for a variety of projects including water reservoirs, wastewater treatment plants, pipelines, and pressure vessels.

## EDUCATION

**BSE, Engineering  
California Baptist University**

**NACE I Certified**



**YEARS  
EXPERIENCE**



**NACE LEVEL  
I**

## REGISTRATIONS

**OHSA/Confined Space Entry  
Certified**

**CPR Certified**

**Open Water Dive Certified**

**American Water Works  
Association**

## PAST RELATED PROJECT EXPERIENCE

**2024 - Laguna Beach County Water District - Rimrock Rehabilitation**

**2023 - Golden State Water Company - Timberline Reservoir Rehabilitation**

**2022 - Long Beach Water District - Alamitos 6 Rehabilitation**

**2020 - District of Riverside- Dive Evaluation and Cleaning 5 Reservoirs**





# TAYLER NOUN

**NACE II  
COATING INSPECTOR**

## OVERVIEW

Mr. Noun has been a Quality Control Inspector for Harper & Associates Engineering, Inc. since 2022. Before this he worked in the painting industry. His experience includes inspecting in wastewater facilities, potable water reservoirs, and commercial buildings.

## EXPERIENCE

**National Coatings and Linings  
Foreman**



## REGISTRATIONS

**NACE Level II Certified Coating  
Inspector**

**Confined Space Entry Certified**

**OSHA 10 & OSHA 30-Construction**

**CPR Certified**

## RELATED PROJECT EXPERIENCE

**2025 - Vallecitos Water District - Concrete Coatings for New and Rehabilitated Treatment Plant Structures**

**2024 - Santa Margarita Water District, Various Structures Rehabilitation**

**2023 - Chino Basin Desalter Authority, Containment Building Rehabilitation**

**2022 - Cucamonga Valley Water District, Reservoir 1B Rehabilitation**

## REFERENCES

**GOLDEN STATE  
WATER COMPANY  
CLIENT SINCE: 1994  
TOTAL COST TO DATE: \$1,406,000**

**MR. KIRK PHILLIPS, P.E.  
160 E. VIA VERDE, SUITE 100  
SAN DIMAS, CA 91773  
(909) 305-5427**



HAE has provided engineering services to Golden State Water Company (GSWC) for the past 26 years in Northern and Southern California. Currently, HAE is working with GSWC on a project to prepare the technical specifications and plans for the rehabilitation of 10 water storage reservoirs. For years, HAE has worked on all aspects of GSWC projects creating a turnkey process for this client. Past projects have included dive investigation of interiors and investigation of exteriors for structural and corrosion protection; testing for lead and heavy metals; preparation of reports with recommendations and cost estimates; preparation of technical specifications for coating, paint, cathodic protection, and safety structural upgrades; preparation of bid packages; project management; and quality control inspection.

**CRESCENTA VALLEY  
WATER DISTRICT  
CLIENT SINCE: 1997  
TOTAL COST TO DATE: \$497,161**

**MS. CHRISTINA KOPELMAN  
2700 FOOTHILL BOULEVARD  
LA CRESCENTA, CA 91214  
(818) 248-3925**



Projects have included dive investigation of all reservoirs, including cleaning and dive inspection of the interiors for seismic/structural and corrosion protection; testing for lead and heavy metals; preparation of reports with recommendations and cost estimates; preparation of a priority list, technical specifications, and bid packages. Project management and quality control have been provided for 12 of the reservoir rehabilitation projects.

**COACHELLA VALLEY  
WATER DISTRICT  
CLIENT SINCE: 1999  
TOTAL COST TO DATE: \$1,813,213**

**MR. AMER HASSOUNEH  
75-515 HOVLEY LANE EAST  
PALM DESERT, CA 92211  
(760) 398-2651**



HAE has been accomplishing reservoir projects for the District since 1999. HAE prepared the plans and specifications and provided quality control inspection and construction management for the rehabilitation of 20 reservoirs, including coating, painting, and structural safety upgrades. These projects have included performing dive and float evaluations of all 64 reservoirs for corrosion, structural, and safety compliance and, in the last five years, preparation of a maintenance Prioritization Report for all 64 reservoirs. In addition, HAE provided the construction management and quality control inspection of 22 of the reservoirs, and also has designed eight new reservoirs. HAE has had multiple projects with the District continuously throughout the last five years.

**ROWLAND  
WATER DISTRICT  
CLIENT SINCE: 1998  
TOTAL COST TO DATE: \$357,763**

**MR. DUSTY MOISIO  
3021 S. FULLERTON ROAD  
ROWLAND HEIGHTS, CA 91748  
(562) 697-1726**



Projects included underwater investigation and cleaning of the interior of the reservoirs, as well as preparation of reports for each reservoir investigated. The reports included photo surveys, observations, conclusions, recommendations, and cost estimates. The District also required a narrated video for each reservoir. Once all reservoirs were evaluated, a detailed ten-year maintenance schedule was established for the District to assist in long-term planning for maintenance of their reservoirs. HAE prepared the specifications and plans for the rehabilitation of eight reservoirs and provided the quality control inspection.

**EXHIBIT “2”**

**TO**

**TASK ORDER NO. 1**

**COMPENSATION**

<b>Task</b>	<b>Description</b>	<b>Cost</b>
1	Research, Investigation & Review	\$19,092.00
1 (Optional)	Seismic Analysis	\$39,692.00
2	Detailed Technical Provisions & Plans (Excludes Structural Upgrades based on Seismic Analysis)	\$29,792.00
3	Optional Cal/OSHA Improvements	\$6,596.00
4	Meetings	\$8,260.00
5	Bidding Assistance & Engineering Support	\$16,670.00
	<b>Grand Total</b>	<b>\$120,102.00</b>



RESERVOIRS 4-1 & 4-2 REPAIRS  
PROPOSAL COST SHEET AND RATES

Scope	Categories	Estimated Hours	Hourly Rate	Extended Rate
<b>TASK NO. 1</b>	Project Manager	16	\$215.00	\$3,440
<b>Research, Investigation &amp; Review</b>	Project Engineer	24	\$198.00	\$4,752
	Engineering Tech	12	\$140.00	\$1,680
	Dive Team	16	\$525.00	\$8,400
	Laboratory Tests	8	\$95.00	\$760
	Mileage	80	\$0.75	\$60
<b>ITEM TOTAL</b>				<b>\$19,092</b>
<b>TASK NO. 1 Optional</b>	Project Manager	16	\$215.00	\$3,440
<b>Seismic Analysis</b>	Project Engineer	24	\$198.00	\$4,752
	Structural Engineer	140	\$225.00	\$31,500
				<b>\$39,692</b>
<b>TASK NO. 2</b>	Project Manager	32	\$215.00	\$6,880
<b>Detailed Technical Provisions &amp; Plans</b>	Project Engineer	60	\$198.00	\$11,880
<b>(Excludes Structural Upgrades based on Seismic Analysis)</b>	Structural Engineer	24	\$225.00	\$5,400
	Draftsperson	32	\$140.00	\$4,480
	Clerical	16	\$72.00	\$1,152
<b>ITEM TOTAL</b>				<b>\$29,792</b>
<b>TASK NO. 3</b>	Project Manager	4	\$215.00	\$860
<b>Optional Cal/OSHA Improvements</b>	Project Engineer	12	\$198.00	\$2,376
	Draftsperson	24	\$140.00	\$3,360
<b>ITEM TOTAL</b>				<b>\$6,596</b>
<b>TASK NO. 4</b>	Project Manager	20	\$215.00	\$4,300
<b>Meetings</b>	Project Engineer	20	\$198.00	\$3,960
<b>ITEM TOTAL</b>				<b>\$8,260</b>
<b>TASK NO. 5</b>	Project Manager	40	\$215.00	\$8,600
<b>Bidding Assistance &amp; Engineering Support</b>	Project Engineer	40	\$198.00	\$7,920
	Mileage	200	\$0.75	\$150
<b>ITEM TOTAL</b>				<b>\$16,670</b>
<b>PROJECT TOTAL without Optional</b>				<b>\$80,410</b>
<b>PROJECT TOTAL with Optional</b>				<b>\$120,102</b>



# HARPER & ASSOCIATES ENGINEERING, INC.

## CONSULTING ENGINEERS

1240 E. Ontario Ave., Ste. 102-312, Corona, CA 92881-8671  
Phone (951) 372-9196 [www.harpereng.com](http://www.harpereng.com)

### TERMS AND SCHEDULE OF FEES AND CHARGES

HARPER & ASSOCIATES ENGINEERING, INC. services are furnished on the basis of the below listed schedule of fees and charges. The following rates and charges are good through June 30, 2026 and will be subject to revisions at six-month intervals after that date and the inspector rate will increase in accordance with Department of Industrial Relations (DIR).

FEES:	Principal Engineer	\$250.00 per hour
	Expert Witness/Deposition	\$300.00 per hour
	Registered Corrosion Engineer	\$225.00 per hour
	Registered Structural Engineer	\$225.00 per hour
	Project Manager	\$215.00 per hour
	Engineer	\$198.00 per hour
	Engineering Technician	\$140.00 per hour
	Engineering Aide	\$125.00 per hour
	Structural/Cathodic Inspector	\$140.00 per hour
	NACE Coating/Paint Inspector	\$140.00 per hour
	Draftsperson (CADD)	\$140.00 per hour
	Dive Team	\$525.00 per hour
	Clerical	\$72.00 per hour

Travel time is chargeable at the above rates. Overtime for non-professionals, when authorized, shall be charged at 1-1/2X and 2X, based on specific time schedule under which work is performed. If project is located out of area, food and lodging will be charged as noted below.

### EQUIPMENT AND MISCELLANEOUS CHARGES

The above charges include instruments commonly used in corrosion and related testing. However, specialized instrumentation and test equipment and facilities may require an additional charge.

These and miscellaneous charges are computed at cost plus fifteen percent. Examples of such charges include, but are not limited to, food, lodging, outside consultants, public transportation, rental equipment, special permits and fees, reproduction, special insurance, etc.

Coating/Painting Inspector Subsistence is chargeable at \$160.00 per day when authorized.

Passenger cars and pickup trucks are chargeable at \$.75 per mile when authorized.

West Valley Water District  
Reservoirs 4-1 and 4-2 Repairs

	Activity Name	Duration (Days)	Start Date	Finish Date	Feb 26		Mar 26				Apr 26				May 26				Jun 26				Jul 26				Aug 26				
					15	22	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16
1	Kickoff Meeting	1.00	2/19/26	2/19/26																											
2	Review Documents	5.00	2/20/26	2/26/26																											
3	Dive Inspections	1.00	2/25/26	2/25/26																											
4	Design Reports	10.00	2/26/26	3/11/26																											
5	Workshop	1.00	3/18/26	3/18/26																											
6	Prepare Specs & Plans	20.00	3/19/26	4/15/26																											
7	Progress Meeting	1.00	4/14/26	4/14/26																											
8	60% Submittal & Review	15.00	4/16/26	5/6/26																											
9	Workshop	1.00	5/6/26	5/6/26																											
10	Revise Specs & Plans	15.00	5/7/26	5/27/26																											
11	100% Submittal & Review	15.00	5/28/26	6/17/26																											
12	Progress Meeting	1.00	6/10/26	6/10/26																											
13	Final Specs & Plans	5.00	6/18/26	6/24/26																											
14	Advertise Project	10.00	6/29/26	7/10/26																											
15	Pre-Bid Meeting	1.00	7/14/26	7/14/26																											
16	Bid Date	1.00	7/29/26	7/29/26																											
17	Award & Contract	30.00	8/3/26	9/11/26																											
18	Preconstruction Meeting	1.00	9/15/26	9/15/26																											
19	Begin Construction	1.00	10/12/26	10/12/26																											
					15	22	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16

**EXHIBIT “3”**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

Schedule to be determined by District staff.