

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

# ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING AGENDA

#### TUESDAY, NOVEMBER 21, 2023 - 5:30 PM

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

#### **BOARD OF DIRECTORS**

President Gregory Young, Chair Director Angela Garcia

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <u>https://us02web.zoom.us/j/6439664373</u>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 643 966 4373, or via email to administration@wvwd.org.

If you require additional assistance, please contact <u>administration@wvwd.org</u>.

#### I. CALL TO ORDER

#### **II. PUBLIC PARTICIPATION**

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

#### **III. DISCUSSION ITEMS**

- 1. Updates to the Engineering, Operations and Planning Committee
- Agreement with San Bernardino County for a Permanent Emergency Interconnection at Glen Helen. Pg 3
- 3. Ion Exchange Resin Replacement at Well 42. Pg 11
- 4. Right of Entry during Construction and License for Pipeline Location with IDIL West Valley Logistics Center, LP. Pg 40
- Reimbursement Agreement for R2-3 Reservoir Facilities Improvements with IDIL West Valley Logistics Center, LP.. Pg 53
- 6. Post Waterline Break Street Repairs. Pg 86
- 7. Oliver P. Roemer Water Filtration Facility Filter Media Replacement and Coating Project. Pg 92
- CHANGE ORDER NO. 3 WITH PCL CONSTRUCTION, INC. FOR THE OLIVER P. ROEMER WATER FILTRATION FACILITY UPGRADE AND EXPANSION PROJECT. Pg 130

#### IV. ADJOURN

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

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on November 16, 2023.

Elvia Dominguez

Elvia Dominguez, Board Secretary



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

DATE:	November 21, 2023
TO:	Engineering, Operations and Planning Committee
FROM:	Linda Jadeski, Director of Engineering
SUBJECT:	AGREEMENT WITH SAN BERNARDINO COUNTY FOR A
	PERMANENT EMERGENCY INTERCONNECTION AT GLEN HELEN

#### **DISCUSSION:**

West Valley Water District (District) and San Bernardino County (County) are seeking to construct a permanent emergency interconnection (interconnection) that will replace the current temporary interconnection adjacent Glen Helen Parkway. The County is seeking an emergency secondary source of domestic water to serve Glen Helen in the event that the County's wells within Glen Helen Regional Park cannot supply sufficient water to meet demand.

The County will prepare detailed plans and specifications for the interconnection for District review and approval prior to construction of the interconnection. The County will also advertise, award, and administer the construction contract and pay 100% of the costs associated with the interconnection. Attached as **Exhibit A** is a copy of the Agreement for Permanent Emergency Interconnection (agreement), which outlines the responsibilities of the District and the County, both financially and contractually with respect to the project. A separate 3-party agreement will be prepared detailing the cost and delivery of the emergency secondary source of supply.

#### FISCAL IMPACT:

If the agreement is approved, there will be no fiscal impact to the District. The County shall bear one hundred percent (100%) of the costs associated with the construction of the interconnection.

#### **STAFF RECOMMENDATION:**

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

1. Authorize entering into an Agreement with San Bernardino County for a Permanent Emergency Interconnection.

2. Authorize the General Manager to execute all necessary documents. Respectfully Submitted,

John Thiel

John Thiel, General Manager

LJ:ls

#### ATTACHMENT(S):

1. Exhibit A - Agreement

# EXHIBIT A

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number** 

**SAP Number** 

## San Bernardino County

Department Contract Representative Telephone Number

Don Day (909) 387-5224

Contractee Contractee Representative Telephone Number Contract Term Original Contract Amount Amendment Amount Total Contract Amount Cost Center West Valley Water District Linda Jadeski (909) 820-3713 Until Completion of Project N/A N/A N/A

IT IS HEREBY AGREED AS FOLLOWS:

#### AGREEMENT BETWEEN WEST VALLEY WATER DISTRICT AND SAN BERNARDINO COUNTY

This Agreement (the "Agreement") is entered into by and between the West Valley Water District, a public agency of the State of California ("WVWD") and San Bernardino County ("COUNTY"). WVWD and COUNTY are hereafter referred to individually as a "Party" and collectively as the "Parties."

#### **RECITALS**

- A. COUNTY is a public agency providing water service to certain real property owned by San Bernardino County and depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Glen Helen").
- B. WVWD is a public agency of the State of California formed and operating under the County Water District Law pursuant to California Water Code Section 30000 et seq. authorized to provide water service within its boundaries.

- C. COUNTY has requested construction of a permanent emergency interconnection between the Glen Helen Water System and WVWD to provide domestic water to the Glen Helen Water System (hereinafter referred to as the "PROJECT" and/or "Emergency Interconnection Facilities").
- D. The PROJECT site is located within the unincorporated area of Glen Helen.
- E. The total PROJECT cost is estimated to be \$1,750,000.
- F. COUNTY and WVWD desire to set forth each Party's responsibilities and obligations regarding the design, construction, and funding of the PROJECT.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

#### 1.0 <u>COUNTY AGREES TO:</u>

- 1.1 Establish the scope of the PROJECT, subject to WVWD approval.
- 1.2 Provide the PROJECT design and detailed construction plans and specifications (Plans) for WVWD's review and approval prior to construction of the PROJECT. Design shall be by a professional engineer registered in the State of California, done in accordance with the WVWD most recent Rules and Regulations and the WVWD's Standards for Domestic Water Facilities and Standard Drawings.
- 1.3 Act as the lead agency for any California Environmental Quality Act (CEQA) review and compliance.
- 1.4 Construct or cause the construction of the PROJECT in accordance with the approved Plans and at no cost to WVWD.
- 1.5 Pay one hundred percent (100%) of design and construction services and related costs.
- 1.6 Designate a representative who shall have the authority to discuss and attempt to resolve issues concerning the PROJECT with WVWD.
- 1.7 Own and maintain the Emergency Interconnection Facilities, including but not limited to the water meter. COUNTY, at its sole cost, shall annually test and calibrate said meter to within industry standards and provide such records to WVWD. COUNTY, at its sole cost, shall replace the meter as necessary.
- 1.8 Water delivered shall be measured and recorded at the interconnection by a water meter with the capacity of accurately measuring flow and totalizing volume.
- 1.9 Arrange for relocation of all utilities which interfere with construction of the PROJECT, subject to paragraph 3.10 below.
- 1.10 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of the California Public Contract Code applicable to COUNTY and Labor Code Sections 1720 et seq. and 1770 et seq. regarding prevailing wages.
- 1.11 Utilize a contractor or subcontractor who is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering.
- 1.12 Require its contractors to maintain and to comply throughout the term of any contract awarded by COUNTY with the insurance requirements described in COUNTY requirements.
- 1.13 Provide adequate inspection of all items of work performed under the construction contract(s) with COUNTY's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by WVWD. COUNTY shall provide copies of any records of inspection and materials testing to WVWD within ten (10) days of COUNTY's receipt of written demand from WVWD for such records. This shall be included as a PROJECT cost. COUNTY shall maintain these records for a period of three (3) years following completion of the PROJECT.
- 1.14 File a notice of completion with the San Bernardino County Recorder.
- 1.15 Provide all required easements for the Emergency Interconnection Facilities if any.

#### 2.0 <u>WVWD AGREES TO</u>:

- 2.1 Review and approve in writing, within a reasonable time after submittal to WVWD, all design and detailed construction documents, specifications, and plans prepared by or on behalf of COUNTY prior to the beginning of the PROJECT. WVWD's review and approval of the plans and other documents shall not be deemed to be a representation or warranty as to compliance, or noncompliance, of any work with applicable laws, rules and regulations.
- 2.2 Approve or disapprove the Plans within a reasonable time after submittal to WVWD. In the event WVWD disapproves the Plans, COUNTY shall modify the Plans in accordance with the reasons given for disapproval and shall resubmit the revised Plans to WVWD for further review and approval. The foregoing review and approval procedure shall be continued until the Plans are approved by WVWD.
- 2.3 Own, operate and maintain the WVWD water infrastructure on WVWD's side of the Emergency Interconnection Facilities.
- 2.4 Open the valve at the Emergency Interconnection Facilities and provide water upon receipt of such request. WVWD shall have exclusive control over the opening and closing of the valves at the Emergency Interconnection.

#### 3.0 IT IS MUTUALLY AGREED:

- 3.1 Parties shall require all contractors to comply with any and all applicable State wage and hour laws for the PROJECT.
- 3.2 The Parties hereby acknowledge that neither the Parties nor any employees of the Parties shall have any control over the method or means by which the contractor and its agents and employees perform the services contemplated in the PROJECT.
- 3.3 Notwithstanding any other provision of this Agreement, COUNTY may delegate or assign any or all of its obligations under Sections 1.1 through 1.15 to a third party selected by COUNTY in its sole discretion, provided that COUNTY shall remain responsible for compliance with such obligations as between WVWD and COUNTY.
- 3.4 Parties agree that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. The Parties shall ensure their employees and the contractor's employees and agents are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.
- 3.5 COUNTY agrees to indemnify, defend (with counsel approved by WVWD), and hold harmless WVWD and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.
- 3.6 WVWD agrees to indemnify, defend (with counsel approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from WVWD's negligent acts or omissions which arise from WVWD's performance of its obligations under this Agreement.
- 3.7 In the event the COUNTY and/or WVWD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or WVWD shall indemnify the other to the extent of its comparative fault.
- 3.8 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.5, 3.6, and 3.7.
- 3.9 COUNTY and WVWD are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability and Worker's Compensation, and warrant that through their respective programs of self-insurance

3.2.a

they have adequate coverage or resources to protect against liabilities arising out of COUNTY and WVWD's performance of the terms, conditions or obligations of this Agreement.

- 3.10 In the case wherein one of the Parties owns a utility that needs to be relocated for the PROJECT and that Party does not have prior rights for that utility, it will be the sole responsibility of COUNTY to relocate the utility at the COUNTY's cost. This shall be included as a PROJECT cost.
- 3.11 This Agreement may be cancelled/terminated without cause upon thirty (30) days advance written notice of either Party, provided however, that neither Party may cancel/terminate this Agreement without cause after COUNTY awards a contract to construct the PROJECT. In the event of cancellation/termination as provided herein, all PROJECT expenses incurred prior to the effective date of cancellation/termination shall be paid by the COUNTY. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during and after CEQA review/approval.
- 3.12 If either WVWD or COUNTY breaches any provision of this Agreement, the nonbreaching party may give written notice to the breaching party by registered or certified mail detailing the breaching party's violations. If such violation is not corrected within 30 days from the date of the notice of violation or a reasonable period of time as may be required to cure the violation, whichever occurs last, the non-breaching party may, without further notice, declare the breaching party to be in breach of this Agreement. Upon such declaration, the non-breaching party may pursue any remedy available under local, state or federal law. This provision does not waive any applicable Government Code requirements concerning the presentation and consideration of claims.
- 3.13 Except for the Parties' indemnification obligations contained herein which shall survive termination, this Agreement shall terminate upon completion, and acceptance by WVWD, of the WVWD water infrastructure on WVWD's side of the Emergency Interconnection Facilities.
- 3.14 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.15 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between WVWD and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
- 3.16 Time is of the essence for each and every provision of this Agreement.
- 3.17 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease or reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.18 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.19 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.20 No amendment to or modification of this Agreement shall be valid unless made in writing and approved by all Parties. The Parties agree that this requirement for

written modifications cannot be waived and that any attempted waiver shall be void.

- 3.21 With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.
- 3.22 All privileges and immunities of the Parties provided by state or federal law shall remain in full force and effect.
- 3.23 This Agreement will be effective on the date signed and approved by both Parties.
- 3.24 The Recitals are incorporated into the body of this Agreement.
- 3.25 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Parties.
- 3.26 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**IN WITNESS WHEREOF,** the San Bernardino County and West Valley Water District have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

Dated:     Name       SIGNED AND CERTIFIED THAT A COPY OF THIS     (Print or type name)       DOCUMENT HAS BEEN DELIVERED TO THE     Title       CHAIRMAN OF THE BOARD     Title       Lynna Monell     (Print or type name)       Clerk of the Board of Supervisors     San Bernardino County       B     Deputy	
SIGNED AND CERTIFIED THAT A COPY OF THIS (Print or type name) DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD Lynna Monell Clerk of the Board of Supervisors San Bernardino County B y Deputy Deputy Detext	ion, company, contractor, etc.) ature - sign in blue ink)
Clerk of the Board of Supervisors San Bernardino County B y Deputy Dated:	me of person signing contract)
Deputy	rint or Type)
Address	
FOR COUNTY USE ONLY	
	Approved by Department
Aaron Gest, Deputy County Counsel	
Date Date Date	



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

DATE:	November 21, 2023
TO:	Engineering, Operations and Planning Committee
FROM:	Joanne Chan, Director of Operations
SUBJECT:	ION EXCHANGE RESIN REPLACEMENT AT WELL 42

#### **BACKGROUND:**

Well 42 in the North Riverside Basin represents nearly 20% of the West Valley Water District's (District) groundwater resource and is the major source of the District's domestic water supply in the south system. Perchlorate was detected in Well 42 beginning in April 1999. A 2000-gallon-perminute (gpm) wellhead ion exchange treatment system consisting of two trains (4 vessels) in a lead-lag configuration to remove perchlorate to non-detect levels was commissioned for Well 42 in 2003. Regular replacement of perchlorate removal resin is required to meet water quality requirements of the State Water Resources Control Board – Division of Drinking Water (DDW).

#### **DISCUSSION:**

PSR2 Plus strong base anion exchange resin manufactured by the Dupont Chemical Company is a DDW-permitted resin for use at the Well 42 ion exchange system and other District's ion exchange systems. Attached as **Exhibit A** is the DDW permit. This resin is specifically designed for selective removal of perchlorate from potable water. Evoqua is the exclusive provider of PSR2 Plus resin to the perchlorate removal market.

The scope of work consists of removing and disposing of exhausted resin from the two vessels and installing 318 cubic feet of resin per vessel for two vessels. Attached as **Exhibit B** is the cost proposal. See cost summary below:

Fee Proposal	Total
Resin	\$177,908.28
Labor	\$19,048.20
Disposal	\$14,678.88
Subtotal (w/o tax)	\$211,635.36
Tax on resin only	\$14,232.66
To	otal \$225,868.02

#### **FISCAL IMPACT:**

This item is included in the Fiscal Year 2023/24 Operating Budget and will be funded from GL number 100-5320-530-5404 titled "Operating Supplies/Resin Exchange" with a budget of \$300,000.00.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to issue a purchase order in the amount of \$225,868.02 to Evoqua Water Technologies for resin replacement.

Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT:jc

#### ATTACHMENT(S):

- 1. Exhibit A DDW Permit
- 2. Exhibit B Cost Proposal

EXHIBIT A





JARED BLUMENFELD

SECRETARY FOR ENVIRONMENTAL PROTECTION

#### State Water Resources Control Board **Division of Drinking Water**

January 14, 2022

Van Jew Assistant General Manager West Valley Water District 855 W. Base Line Road **PO BOX 920 Rialto, CA 92376** vjew@wvwd.org

Dear Mr. Jew:

#### USAGE OF ION EXCHANGE RESIN DOWEX PSR2 AT WELL 42 - WEST VALLEY WATER DISTRICT (SYSTEM NO. 3610004)

Division of Drinking Water (Division) received an email from the West Valley Water District (District) requesting approval to change perchlorate removal resin at Well 42 from CalRes TM2103 to DOWEX PSR2 Plus.

The existing treatment system consists of two trains (four vessels), each train arranged in series with each vessel containing approximately 318 cubic feet of resin. The proposed anion exchange resin (polystyrene divinylbenzene copolymer) to be used is manufactured by Dupont Chemical Company. This resin is specifically designed for selective removal of perchlorate from potable water. The resin is NSF Standard 61 certified and is not regenerated or reused.

Evoqua will pre-rinse the virgin resin in their Los Angeles resin handling facility for a minimum of 20 bed volumes. The resin will then be loaded into sterilized sluice vehicles dedicated for potable use, delivered to the site and then sluiced into each vessel. After the resin changeout, the District will sample for Coliform, Nitrate, Perchlorate, Nitrosamines, General Minerals, Inorganics, and General Physicals on day one at the ion exchange effluent and on Well 42 Influent (except Nitrosamines). On days one through eight, the District will sample for Nitrate & Perchlorate on all four vessels.

The Division has reviewed the request along with all supporting documents and determined that the DOWEX PSR2 Plus ion exchange resin to remove perchlorate at Well 42 is approved, subject to the following conditions:

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

464 W. 4th Street, #437, San Bernardino, CA 92401 | www.waterboards.ca.gov

1) Within 24 hours after initiating the use of the virgin resin, nitrosamines shall be monitored. If there any of the following nitrosamines is detected, a follow-up sample shall be collected at the effluent after one month of operation.

N-Nitrosodiethylamine (NDEA) N-Nitrosomethylethylamine (NMEA) N-Nitrosodimethylamine (NDMA) N-Nitrosodi-n-propylamine (NDPA) N-Nitrosodi-n-butylamine (NDBA) N-Nitrosopyrrolidine (NPYR) N-Nitrosopiperidine (NPIP) N-Nitrosomorpholine (NMOR)

- 2) The new resin information used for the treatment system shall be updated in the operations and maintenance plan.
- 3) Once the new resin beds are ready to be put into service, the District shall perform startup procedures and sampling as outlines in the enclosure.
- 4) All permit conditions regarding Perchlorate Treatment Plant at Well 42 are in full effect.

If you have any questions, please contact Amy Kaur at (818) 551-2064 or Amy.Kaur@waterboards.ca.gov

Sincerely,

Wei H. Chang Date: 2022.01.14 13:23:23 Water B<sup>-08'00'</sup>

Wei H. Chang, P.E. District Engineer San Bernardino District Southern California Field Operations Branch

Enclosure: Evoqua Resin Change Proposal, NSF 61 Certification, Safety Data Sheet, Startup Procedures

cc: Janet Harmon, Water Quality Supervisor, West Valley Water District, jharmon@wvwd.org

EXHIBIT B







PROPOSAL FOR PERCHLORATE RESIN AND SERVICES

West Valley Water District

**Well 42** 

Quotation #: 10232023 Rev. 0 October 23, 2023

Submitted to: Joe Schaack West Valley Water District 909-936-4584 jschaack@wvwd.org Evoqua Contact: Patricia Tinnerino Sales Engineer Cell: 714-262-1560 Patricia.tinnerino@evoqua.com

Page 1



#### **Confidentiality Statement**

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

#### Terms and Conditions

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



3.3.b

#### Index/Table of Contents:

I.	Transmittal/ Offer Letter	4
II.	Statement of Qualifications, Experience, and References	6
III.	Statement of Work/Execution	9
IV.	Fee Proposal	12
V.	Attachments	13



3.3.b

#### I. <u>Transmittal/ Offer Letter</u>

October 23, 2023

Joe Schaack West Valley Water District

Re: Proposal for Perchlorate Resin and Services at Well 42 PWTF – 295 East San Bernardino, Rialto, CA 92376

Dear Joe,

Thank you for this opportunity to submit this proposal for West Valley Water District. Evoqua Water Technologies, LLC, (EWT) is excited for the opportunity to provide resin services for your existing equipment at your wells and work with West Valley Water District to provide both short term and long-term solutions to the needs of your sites.

Evoqua appreciates the trust West Valley has put in Evoqua in years past as your resin supplier. We never stop trying to improve. Our focus is to provide excellent service to West Valley while ensuring safe and compliant drinking water. Evoqua is the exclusive provider of PSR2 Plus resin to the perchlorate removal market.

We have adjusted the proposal to reflect the same amount of resin that our invoicing system uses with 35.31 cu ft per supersack. We want to make sure the proposal matches the invoices exactly (318 cu ft per vessel versus the 320 cu ft provided in the 2017 RFP).

We feel that our offering will provide you with the best option due to the following reasons:

**Experience** – With numerous sites already installed in California and throughout the US, we have the experience working in conjunction with your team to provide quality on-going service to meet and exceed your requirements. You can rest assured that if selected Evoqua will provide complete and timely service.

**Local Service** – In the Los Angeles area we have four service branches with over 100 people including field service technicians, applications engineers, installation technicians, and management team, the largest and best field service team in Southern California, all of whom are Evoqua certified and trained employees. Of specific note:

- The two primary branches that would be supporting this site are less than 50 miles away.
- The engineering team, installation group and service team that would support this site are all located in the Los Angeles basin.
- One of the facilities has complete resin handling and disinfection capabilities. We encourage you to tour this facility.
- All service equipment that we will employ at your site is dedicated to the drinking water market and sited locally.
- EWT is a licensed CA state Contractor (*contractor's license* #989497).

**Innovations** – Evoqua is uniquely positioned to offer service and non-service innovations to the perchlorate market. 10% of our annual revenue is spent on research and development.

- We continue to work with major resin suppliers to offer better once-through media solutions at reduced costs.
- We offer several non-media based solutions for the treatment of perchlorate and are investigating new non-media based solutions.

Thank you for allowing Evoqua this opportunity to be of service, we look forward to your consideration and the opportunity to review our presentation with your team. Please contact me at 714-262-1560 should you have any questions or if we may be of further assistance.

Regards,

Patricia Tinnerino Sales Engineer 714-262-1560 *Evoqua Water Technologies, LLC.* 



#### II. Statement of Qualifications, Experience, and References

#### EXPERIENCE WITH PERCHLORATE REMOVAL

Evoqua started to develop solutions to the perchlorate problem in California in the late 90's. We established a dedicated team to look at various methods to treat this water contaminant. The Evoqua team incorporated people from our operations, research, construction, field applications engineering and marketing groups across multiple product lines. Two existing technologies emerged from this team's work:

- Fluidized Bed Reactors
- Once Through Media Ion Exchange Resin

# These technologies have been approved by the California State Water Resource Control Board Department of Drinking Water.

Evoqua found that both approved technologies would produce water quality of a level that was below the new California Maximum Contaminant Level (MCL) of 6 ppb and usually nondetectable. Our studies also showed that the application of the ion exchange technology is dependent upon the level of perchlorate and the background anions present in the water. This is generally applied where the perchlorate influent concentration is <500 ppb. In keeping with maintaining "Good Environmental Stewardship", the once through ion exchange resin adsorbs the perchlorate and then allows for destruction of the perchlorate through destruction of the petroleum-based ion exchange resins, thus eliminating the "Cradle to Grave" responsibility for this material. There is no brine generated nor is there the need for brine connection fees. And with the pending brine disposal restriction (and/or elimination) rules, the liability for the brine waste material is eliminated.

From the operating histories of the listed perchlorate opportunities (above), Evoqua developed and corroborated an equilibrium model for prediction of perchlorate throughput capacity that is unsurpassed in the industry. Evoqua has provided a throughput guarantee based upon your water analysis and this model. Prior to development of your proposal, Evoqua used this model to select an ion exchange resin that is your best economic alternative for treatment of the perchlorate contamination at your well site.

#### NO USE OF SUBCONTRACTORS

Evoqua will utilize many entities within our organization to provide the required system services and does not require the use of subcontractors to provide the required services of the RFP. Evoqua believes that the in-house control of every aspect of any project allows for on time procurement, smooth delivery and effective system start-up.

#### **OTHER ENTITIES ASSIGNED SIGNIFICANT RESPONSIBILITIES**

Evoqua will not be using any other entities that will have assigned material responsibilities under the contract other than defined resin manufacturers to be discussed within this proposal.

#### RESIN AVAILABILITY

We have PSR-2 Plus in stock. We like to have two weeks' notice to schedule accordingly, but can work with your time frame.

3.3.b



#### **CLIENT BASE - SELECTED OPERATING SYSTEMS IN CALIFORNIA**

In California, Evoqua Water Technologies has been selected as the supplier of perchlorate reduction services to remove perchlorate from well sites for the following projects. A partial list of water purveyors employing Evoqua's resin services includes:

City of Rialto, Chino 2 Well2003 to presentUsed Dowex ® 1 from 2003 until 2014 and then switched to<br/>Dowex® PSR-2. Perchlorate removal using on-site vessels<br/>at multiple sites. Product water used for municipal supply.<br/>DDW operating permit issued. Contact: Peter Fox

#### San Gabriel Valley Water Co. Well B-5

#### 2009 to present 7800 gpm – Once through IX

Perchlorate removal using on-site vessels at multiple sites. Product water used for municipal supply. DDW operating permit issued. Contact: Oscar Ramos, 626-448-6183

San Gabriel Valley Water Co. Well B-6

#### 2009 to present 7800 gpm – Once through IX

Perchlorate removal using on-site vessels at multiple sites. Product water used for municipal supply. Started up Mar 2013. Contact: Oscar Ramos, 626-448-6183

#### Rialto, Airport Well 3 GeoLogic and Associates, San Bernardino, CA

#### 2007 – present: 1900 gpm – Once Through IX

Perchlorate removal at well site with one train of HP1220 vessels. DDW operating permit issued. Contact: Ralph Murphy, (909) 383-8728.

N. California Aerospace Co Jan 02 - present: >6,000 gpm – Once Through IX Removal of high levels of perchlorate in ground water for site remediation at multiple well sites, using portable vessels. Product water used for groundwater replenishment. Environmental operating permit by State issued. Contact: Chris Fennessy, 916-355-3341

# La Puente Valley Well 22009 to present 2500 gpm – Once through IX<br/>Perchlorate removal using on-site vessels at multiple sites.<br/>Product water used for municipal supply. DDW operating<br/>permit issued. Contact: Greg Galindo, (626) 330-2126

#### City of San Bernardino, Municipal Water Dept., San Bernardino, CA Sept. 2013 start up; 2000 gpm – Once Through IX Perchlorate removal for 1 wells with 1 trains of HP1220HF vessels. DDW Operating Permit. Contact: Mike Garland, (909) 379-2618



#### III. Statement of Work/Execution

#### **EXECUTION SUMMARY**

Evoqua Water Technologies, LLC is providing a service proposal for ion exchange resin used for perchlorate removal in the potable water system for the West Valley Water District. The existing equipment consists of two (2) trains (4 vessels) with each vessel containing approximately 318 cubic feet of resin. This proposal includes the following:

- Remove and incineration spent resin at Covanta. Pricing is subject to resin being approved for acceptance at this site. Additional fees may apply if a different site is required. We have a valid profile and can take the spent resin with us the day of service.
- Supply PSR2 Plus perchlorate-selective resin for exchange of two (2) vessels. 318 cu ft per vessel / 636 cu ft total.
- Resin will be prewashed at our facility with a minimum volume of 10 BVs
- Deliver and load PSR2 Plus perchlorate-selective resin in two (2) vessels.
- Perform BAC T and total Coliform analysis

#### ION EXCHANGE (IX) PROCESS DESCRIPTION

#### **DESIGN CRITERIA**

The proposed anion exchange resin (polystyrene divinylbenzene copolymer) to be used is PSR2 Plus strong base anion exchange resin, manufactured by The Dupont Chemical Company. This resin is specifically designed for selective removal of perchlorate from potable water. PSR2 Plus is a non-nitrate sloughing resin (the selectivity for nitrate is higher than for sulfate). Therefore there will be no nitrate spiking from newly bedded ion exchange vessels.

Source water will be fed to each vessel through the top, pass through the resin bed, and leave the vessel at the bottom (co-current flow). Perchlorate ions in the source water are replaced with chloride ions as the water passes through the bed.

Sterile virgin resin will be pre-rinsed in our Los Angeles resin handling facility for a minimum of 20 BVs, utilizing proprietary techniques, to minimize on-site rinse water requirements. The resin will then be loaded in sterilized sluice vehicles dedicated for potable use, delivered to the site and then sluiced into each vessel. This process will greatly reduce the amount of rinse waters required onsite. Super sacks or other resin vendor marked containers will not be brought on site.

This resin is not regenerated or reused. Evoqua will provide appropriate and legally compliant disposal of the spent resin at the Covanta incineration facility in Crow's Landing.

#### FEEDWATER DESCRIPTION

The following table outlines the water chemistry we have from historical data.

Description	Well Data
Operational Flow Rate	1800 gpm
Operational Schedule	24/7
Daily Volume (ave)	2,592,000 gpd
Perchlorate	2.2
Sulfate	23
Chloride	8
Nitrate	25
Alkalinity (as CaCO <sub>3</sub> )	149

The two (2) trains are to be operated in a lead/lag arrangement.

Bacteria levels in the supply water are expected to be non-detect (<5 cfu/ml). The presence of bacteria in the supply water to the treatment system may result in increased pressure drop across the system, detectable bacteria in the system effluent and increased downtime due to sanitization requirements. It has been assumed that the bacteria levels from the wells and or the influent to the treatment system will have non-detect (<5 cfu/ml) levels of bacteria. If bacteria are found to be present in the wells you can purchase additional services from Evoqua that will kill the bacteria and also be compatible with the treatment system resin.

The product water will be delivered to the distribution system, through existing infrastructure, with perchlorate levels below 1 ppb.

#### PROCESS WASTE STREAMS

Resin will be preconditioned, rinsed, inspected, and readied for operation at our Los Angeles service facility, minimizing onsite rinse water requirements (provided by client).

A minimum 4" dechlorinated potable water or fire water source will be required at a line pressure of 60 psig or greater to supply a minimum of 350 gpm to provide water for sluicing.

Onsite rinse waters for resin transfer, rinsing, flushing and/or required disinfection of resin after an extended shutdown period or at any other time, will be disposed of via existing storm drains or other means, on site.

Packet Pg. 25

#10232023.R0

**Evogua Water Technologies LLC** 

#### EQUIPMENT/MEDIA IN-SITU STERILIZATION AND LAY-UP

TER TECHNOLOGIES

If resin sterilization is required due to bacterial growth, Evoqua can provide various proprietary processes to clean the resin. These include CDPH approved processes using either hydrogen peroxide or peracetic acid techniques. Details will be provided upon successful award of the service contract.

For shutdown or intermittent operation, the ion exchange system should remain completely full of water and the inlet and outlet should be sealed either by a valve or a cap. During temporary downtime, and prior to restarting the unit, the system should be rinsed on a daily basis using two to three bed volumes of water. Failure to rinse may result in a temporary presence of contaminated water at the outlet of the exchanger.

If the ion exchange system is shut down for an extended period of time, the following procedure should be followed to reduce potential degradation of bed life. Drain the system of all water. There should be no free standing water left in the vessel. All valves, manways and vents shall be tightly sealed for the duration of the shutdown to eliminate any supply of oxygen that would promote biological growth. Prior to re-commissioning the units, follow the start-up instructions included.

#### **DISPOSAL OF RESIN**

Per WVWD direction, EWT has quoted disposal of the exhausted resin at the Covanta incineration facility in Crow's Landing. Please note that pricing is based upon resin being declared non-hazardous. Pricing is subject to resin being approved for acceptance at these sites. Additional fees may apply if a different site is required. A valid profile is in place.

#### AIR SUPPLY

Compressed air will be supplied by Evoqua for media exchange.

#### ELECTRICAL UTILITY REQUIREMENTS

No additional electrical utilities are required for this service offering.



#### IV. Fee Proposal

	\$/cu ft	Qty Resin	Total
Resin	\$ 279.73	636	\$ 177,908.28
Labor	\$ 29.95	636	\$ 19,048.20
Disposal	\$ 23.08	636	\$ 14,678.88
Subtotal (w/o tax)	\$ 332.76	636	\$ 211,635.36
Tax on resin only (8%)	\$ 22.38	636	\$ 14,232.66
Total	\$ 355.14	636	\$ 225,868.02

#### COMMERCIAL TERMS

Delivery

• We have PSR-2 Plus in stock. We like to have two weeks' notice to schedule accordingly, but can work with your time frame.

Prices Do Not Include The Following:

- Permits
- Site preparation including developing a concrete pad, grouting, weather protection, etc.
- Offloading and installation of equipment

Also Please Note:

- Proposal pricing valid for 180 days from date of proposal.
- Evoqua Water Technologies LLC terms and conditions are attached hereto and are incorporated into this proposal by reference
- Terms of payment are net 30 days, 100% upon completion. Quoted terms are subject to credit approval.
- FOB factory, freight allowed to jobsite.
- Evoqua Water Technologies LLC's price does not include, and Evoqua Water Technologies LLC shall not be responsible for, any taxes, permits, tariffs, duties or fees (or any incremental increases to such taxes, permits, tariffs, duties or fees enacted by governmental agencies) unless specifically agreed herein or otherwise by Evoqua Water Technologies LLC in writing.



#10232023.R0 Evoqua Water Technologies LLC

#### V. <u>ATTACHMENTS</u>

Terms and Conditions Contractor's License DIR registration PSR-2 Plus Data Sheet PSR-2 Plus NSF 1. <u>Applicable Terms.</u> These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. <u>Payment.</u> Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO<sup>™</sup> Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. <u>Ownership of Materials and Licenses.</u> All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.

6. <u>Force Majeure Event.</u> Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.

7. Warranty. Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. <u>Indemnity.</u> Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred t **3.3.b** as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation is conditioned on Seller (i) promptly notifying Buyer of any claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

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

10. <u>Termination</u>. Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

Dispute Resolution. In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. <u>Anti-Kickback Statute – Discounts.</u> It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. <u>Federal Program Participation</u>. Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. <u>LIMITATION OF LIABILITY.</u> NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY

FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGRE **3.3.b** SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

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

## Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. <u>Medical Devices Act and Regulatory Disclaimer.</u> Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

## Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

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



# Contractor's License Detail for License # 989497

# DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more
  information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- > Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/16/2022 9:04:01 AM

Business Information

EVOQUA WATER TECHNOLOGIES LLC 1828 METCALF AVE ATTN HARRY BRYANT THOMASVILLE, GA 31792 Business Phone Number:(229) 227-8713

 Entity
 Ltd Liability

 Issue Date
 01/03/2014

 Expire Date
 01/31/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

**Bonding Information** 

#### **Contractor's Bond**

This license filed a Contractor's Bond with WESTCHESTER FIRE INSURANCE COMPANY. Bond Number: K09065623 Bond Amount: \$15,000 Effective Date: 01/01/2016 Contractor's Bond History

#### LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with WESTCHESTER FIRE INSURANCE COMPANY. Bond Number: K0906641A Bond Amount: \$100,000 Effective Date: 06/20/2014

LLC Employee/Worker Bond History

#### **Bond of Qualifying Individual**

This license filed Bond of Qualifying Individual number **K09066378** for HARRY BRYANT JR in the amount of **\$12,500** with WESTCHESTER FIRE INSURANCE COMPANY. **Effective Date:** 06/20/2014

BQI's Bond History

#### Workers' Compensation

This license has workers compensation insurance with the AMERICAN ZURICH INSURANCE COMPANY Policy Number:WC037858102 Effective Date: 12/31/2021 Expire Date: 12/31/2022 Workers' Compensation History

Liability Insurance Information

Packet Pg. 32

This license has liability insurance with EVEREST INDEMNITY INSURANCE COMPANY
Policy Number: CF8GL00274211
Amount: \$1,000,000
Effective Date: 12/31/2021
Expiration Date: 12/31/2022
Liability Insurance History

Back to Top Conditions of Use Privacy Policy Accessibility

Accessibility Certification

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Contractor Information	<b>Registration History</b>
Legal Entity Name	Effective Date Expiration Date
EVOQUA WATER TECHNOLOGIES LLC	
Legal Entity Type	6/19/2018 6/30/2019
LLC	
Status	6/8/2017 6/30/2018
Active	
Registration Number	6/29/2016 6/30/2017
1000012718	
Registration effective date	9/29/2015 6/30/2016
7/1/2023	
Registration expiration date	2/27/2015 6/30/2015
6/30/2024	
Mailing Address	7/1/2019 6/30/2020
1441 EAST WASHINGTON BLVD LOS ANGELES 90021 C	
Physical Address	7/1/2020 6/30/2021
1441 EAST WASHINGTON BLVD LOS ANGELES 90021 C	
Email Address	7/1/2021 6/30/2022
Trade Name/DBA	
License Number(s)	7/1/2022 6/30/2023
CSLB:989497	
CSLB:989497	7/1/2023 6/30/2024

## Legal Entity Information

Corporation Number: result[iCtr].License\_RegistrationRoot.Registration\_Accounts\_\_r[regAccts].Corp\_or\_LLC\_ID\_\_c Federal Employment Identification Number:Member Name(s):

Agent of Service Name: CT Corporation System Agent of Service Mailing Address: 818 West Seventh St. Los Angeles 90017 CA United States of America

### Workers Compensation

Do you lease employees No through Professional Employer Organization (PEO)?: Please provide your current workers compensation insurance information below:

PEO	PEO	PEO		
PEO InformationName	Phone	Email		
Insured by Carrier				

**Policy Holder Name:**Evoqua Water Technologies LLC**Insurance Carrier**: AMERICAN ZURICH INSURANCE COMPANY**Policy Number**:WC 037858103**Inception date**: 12/31/2022**Expiration Date**:12/31/2023



		<b>2 Plus Ion Exchange Resin</b> iform Particle Size, Gel, Strong Base Anion Resin for noval
Description		on Exchange Resin is a strong base anion exchange resin for erchlorate and per- and polyfluoroalkyl substances (PFAS)
	physical characteristics of	al selectivity for perchlorate and a high affinity for PFAS. The AmberLite™ PSR2 Plus, a gel resin with a uniform particle capacity and lower pressure losses compared to removal resins.
Applications	<ul> <li>Potable water treatmer</li> <li>Perchlorate rem</li> <li>Per- and polyflu</li> </ul>	
<b>Typical Properties</b>	Physical Properties	
i ypical i toperties	Copolymer	Styrene-divinylbenzene
	Matrix	Gel
	Туре	Strong base anion
	Functional Group	Tri-n-butyl amine
	Physical Form	White to yellow, translucent, spherical beads
	Chemical Properties	
	Ionic Form as Shipped	CI⁻
	Total Exchange Capacity	≥0.7 eq/L
	Water Retention Capacity	25 – 35%
	Particle Size <sup>§</sup>	
	Particle Diameter	700 ± 50 μm
	Uniformity Coefficient	≤1.1
	< 300 µm	≤1%
	Stability	
	Whole Uncracked Beads	≥95%
	Friability	
	> 200 g/bead	≥ 90%
	Density	
	Shipping Weight	690 g/L

§ For additional particle size information, please refer to the <u>Particle Size Distribution Cross Reference Chart</u> (Form No. 45-D00954-en).

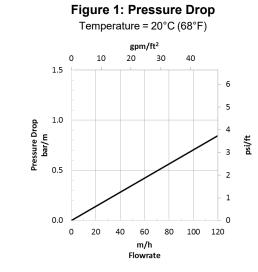
	. ,
pH Range	0 – 14

#### Suggested Operating Conditions

Packet Pg. 36

#### Hydraulic Characteristics

Estimated pressure drop for AmberLite<sup>™</sup> PSR2 Plus Ion Exchange Resin as a function of service flowrate at 20°C (68°F) is shown in Figure 1. These pressure drop expectations are valid at the start of the service run with clean water. Estimated pressure drop at other water temperatures can be calculated with the provided equations.



For other temperatures use:  $P_T = P_{20^{\circ}C} / (0.026T_{\circ C} + 0.48)]$ , where  $P \equiv bar/m$  $P_T = P_{68^{\circ}F} / (0.014T_{\circ F} + 0.05)]$ , where  $P \equiv psi/ft$ 

AmberLite<sup>™</sup> PSR2 Plus Ion Exchange Resin is suitable for use in potable water **Conditioning and** applications <sup>1</sup> after an initial commissioning pretreatment at ambient temperature. Limits of Use <sup>1</sup> Please confirm the regulatory approval in your specific country of use. DuPont has a fundamental concern for all who make, distribute, and use its products, and Product for the environment in which we live. This concern is the basis for our product stewardship Stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with DuPont products-from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product. DuPont strongly encourages its customers to review both their manufacturing processes **Customer Notice** and their applications of DuPont products from the standpoint of human health and environmental quality to ensure that DuPont products are not used in ways for which they are not intended or tested. DuPont personnel are available to answer your questions and to provide reasonable technical support. DuPont product literature, including safety data sheets, should be consulted prior to use of DuPont products. Current safety data sheets are available from DuPont. Please be aware of the following: • WARNING: Oxidizing agents such as nitric acid attack organic ion exchange resins

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

#### **Regulatory Note**

These products may be subject to drinking water application restrictions in some countries; please check the application status before use and sale.

#### Have a question? Contact us at:

www.dupont.com/water/contact-us

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Packet Pg. 38

## Water Quality Association

10/14/2022



## **CERTIFIED DRINKING WATER SYSTEM COMPONENTS**

NSF/ANSI/CAN 61 - 2021: Drinking Water System Components - Health Effects DDP Specialty Electronic Materials US, LLC

2200 West Salzbury Road Midland, MI 48686 United States <u>http://www.dupont.com (http://www.dupont.com)</u>

## **Product Type: Ion Exchange Resin**

Brand Name	Model	Water Contact Temp	Water Contact Material	Size
AMBERLITE™	PSR-2 Ion Exchange Resin <sup>1</sup> 2	Cold (23C)	Various	16x50 mesh
AMBERLITE™	PSR2 Plus (Cl) Ion Exchange Resin <sup>12</sup>	Cold (23C)	Various	0.5 - 0.9 mm

<sup>1</sup> Product approved for both residential point of entry and water treatment plant application end uses.

<sup>2</sup> For POE applications, soak with water for 1 hour. Then, rinse 20 bed volumes (BV) with RO/DI water at 10BV/hr (2 hours at 0.14 gpm). For water treatement applications, soak with water for 1 hour. Then, rinse 20 bed volumes (BV) (12 gallons) with RO/DI water at 10 BV/hour.



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

DATE:	November 21, 2023
TO:	Engineering, Operations and Planning Committee
FROM:	Linda Jadeski, Director of Engineering
SUBJECT:	RIGHT OF ENTRY DURING CONSTRUCTION AND LICENSE FOR PIPELINE LOCATION WITH IDIL WEST VALLEY LOGISTICS CENTER, LP

#### **BACKGROUND:**

IDIL West Valley Logistics Center, LP, ("Developer") is the owner of land located west of Locust Avenue, north of Armstrong Road, east of Alder Avenue and south of Jurupa Avenue in the City of Fontana known as the West Valley Logistics Center ("Development"). The proposed Development includes the construction and operation of six (6) warehouses across sixteen (16) parcels of vacant land and (1) former West Valley Water District ("District") parcel known as APN 0256-131-10. In developing this land, the Developer is required to construct multiple district facilities within pressure zones 2 and 3, which will include new 12-inch, 16-inch, and 24-inch watermains, pressure zones 2 and 3 pressure regulating station, fire hydrants, water services etc.

As part of the Development conditions, during grading operations, the Developer was conditioned to protect-in-place existing 12-inch common inlet/outlet watermain to District's reservoir R2-3 which currently traverses through APN 0256-131-10 ("Developer's Property"). Based on the Hydraulic Analysis performed in October, 2020, it was determined that the above-mentioned 12-inch watermain needs to be upsized to 24-inch, which the Developer agreed to. As part of the said development, Developer desires to remove certain facilities of the District currently located within the Developer Property and relocate them to a new easement provided by the Developer in an area outside of the Developer Property.

In addition, due to the ongoing grading operations, the Developer desires to obtain a right of ingress and egress to and from District owned property (APN 0256-131-17), which is adjacent to the Developer's Property. The developer desired to obtain said right-of-entry, for a certain period of time, in order to gain access to the Developer's Property during development of the West Valley Logistics Center.

#### **DISCUSSION:**

The District and the Developer desire to enter into this Right of Entry during Construction and License for Pipeline Location Agreement ("Agreement"), which will allow the operation and

protection of the existing watermain, relocation of the new 24-inch pipeline to a new easement provided by the Developer outside of the Developer Property. This Agreement will also allow the Developer the Right of Entry to use District's property during construction activities for ingress and egress. Moreover, if any portion of the Right of Entry area is damaged by, or in connection with Developer's activities, the Developer shall, at its sole cost, and to the reasonable satisfaction of the District, repair any and all such damage and restore the subject are to the its previous condition. Attached as Exhibit A is a copy of the Right of Entry Agreement for this project.

#### FISCAL IMPACT:

This action does not result in any fiscal impact.

#### **STAFF RECOMMENDATION:**

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

1. Authorize entering into a Right of Entry during Construction and License for Pipeline Location Agreement with IDIL West Valley Logistics Center, LP.

2. Authorize the General Manager to execute all necessary documents. Respectfully Submitted,

John Thiel

John Thiel, General Manager

SN:ls

#### ATTACHMENT(S):

1. Exhibit A - Right of Entry During Construction and License for Pipeline Location.doc

## EXHIBIT A

#### RIGHT OF ENTRY DURING CONSTRUCTION AND LICENSE FOR PIPELINE LOCATION

THIS RIGHT OF ENTRY DURING CONSTRUCTION AND LICENSE FOR PIPELINE LOCATION (collectively referred to as "Agreement") is entered into this day of December, 2023 by and between the WEST VALLEY WATER DISTRICT, a public agency ("WVWD") and IDIL WEST VALLEY LOGISTICS, LP, a Delaware limited partnership ("Developer").

#### RECITALS

A. The parties previously entered into that certain Agreement For Purchase And Sale Of Property, dated as of July 17, 2023, whereby WVWD agreed to sell property to Developer which is referred to as APN 0256-131-10 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Developer Property"); and

B. Developer is in the process of developing the West Valley Logistics Center on the Developer Property. As part of said development, Developer desires to remove certain facilities of WVWD currently located within the Developer Property and relocate them to a new easement provided by Developer in an area outside of the Developer Property. WVWD desires to obtain and maintain the real property interest of a license in order to operate, repair and maintain said facilities currently located within the Developer Property until completion of the relocation work; and

C. Developer desires to obtain a right of ingress and egress to and from certain property owned by WVWD, which is adjacent to the Developer Property, and is referred to as APN 0256-131-17 ("WVWD Property"). The WVWD Property is shown in Exhibit "B" attached hereto and incorporated herein by reference. Developer desires to obtain said right-of-entry, for a certain period of time, in order to gain access to the Developer Property during development of the West Valley Logistics Center; and

D. The parties desire to enter into this Agreement in order to provide for the mutual covenants and consideration for the granting of property interests by and between the parties.

NOW, THEREFORE, the parties agree as follows:

#### 1. GRANT OF RIGHT OF ENTRY DURING CONSTRUCTION

(a) <u>Right of Entry and Activities</u> WVWD hereby grants and conveys to Developer, its employees, agents and contractors, a non-exclusive temporary construction right-of-entry ("Right Of Entry") for performance of certain construction activities ("Activities"). Developer or its contractors shall provide notice to WVWD at least forty-eight (48) hours prior to the initial entry upon the Right of Entry area. Developer or its contractors shall also notify WVWD upon completion of the Activities. The Activities shall be limited to the following:

(i) The travel of heavy grading vehicles across the WVWD Property for access to the Developer Property. It is anticipated that there will be approximately six (6) vehicles crossing the WVWD Property per day as well as the use of vehicles for concrete pours once a week.

(ii) The placement and use of a temporary water line across the WVWD Property for connection to a water tank to be located on the Developer Property.

(b) <u>Location</u> Said Right of Entry shall lie in, over, under, upon, along, through and across the WVWD Property as described in Exhibit "B" and shall include the right to enter upon and to pass and re-pass over and along said area for performance of the Activities.

(c) <u>Term and Termination</u> This Right Of Entry shall continue in full force and effect until thirty (30) days after a Notice of Completion is recorded with the County of San Bernardino for development of the West Valley Logistics Center. Upon the occurrence of this event, this Right Of Entry shall automatically terminate immediately and become null and void.

(i) Notwithstanding the foregoing, this Right Of Entry may be terminated at an earlier date upon the determination by both parties that the Activities are no longer needed.

(ii) Notwithstanding the foregoing, this Right Of Entry may be terminated by WVWD if it determines, in its reasonable discretion, that the use of the Right Of Entry is in excess of the scope of the Activities. WVWD shall provide thirty (30) days advance written notice of its determination and the parties shall then engage in good faith negotiations during said 30-day period to resolve any dispute regarding the scope of the Activities.

(d) <u>Repairs</u> If any portion of the Right Of Entry area is damaged by, or in connection with, the Activities, Developer shall, at its sole cost, and to the reasonable satisfaction of WVWD, repair any and all such damage and restore the subject area to its previous condition.

#### 2. GRANT OF LICENSE FOR PIPELINE LOCATION

(a) <u>Grant of License</u> Developer hereby grants to WVWD, its employees, agents and contractors, a license ("License") in, on, over, under and across that portion of the Developer Property, as illustrated in Exhibit "A."

(b) <u>Use</u> The License includes the right to reconstruct, operate, maintain, and/or repair a water pipeline together with any and all appurtenances thereto; together with the perpetual right of ingress and egress for the purpose of exercising the rights granted herein. As a condition of this grant of a License, Developer reserves the right to use such land for purposes that will not interfere with WVWD's full enjoyment of the rights hereby granted.

(c) <u>Term</u> The term of this License shall begin on the date of full execution of this Agreement by both parties and continue until completion of the relocation work by Developer as described in Recital B.

(d) <u>Termination of License Upon Default</u>. In the event WVWD fails to comply with any material obligations imposed upon WVWD hereunder and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Developer (or if such default cannot reasonably be cured within such thirty (30) period, WVWD's failure to commence a cure within such period and diligently thereafter pursue such cure to completion), Developer shall have the right to terminate this License upon ten (10) days' written notice of termination to WVWD.

#### 3. INDEMNIFICATION

Each party ("Indemnitor") shall indemnify, defend and hold harmless the other party ("Indemnitee") from and against any and all damage or liability arising from Indemnitor's performance of this Agreement. Notwithstanding the foregoing, said indemnification and hold harmless obligation shall not apply to any damage or liability caused by the gross negligence or willful misconduct of Indemnitee.

#### 4. GENERAL PROVISIONS

(a) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(b) The individuals executing this Agreement on behalf of their respective parties represent that they are authorized to do so by requisite action of their respective parties.

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

(signatures are on the following page)

## WEST VALLEY WATER DISTRICT

By: \_\_\_\_\_\_ John A. Thiel, PE, MBA General Manager

## IDIL WEST VALLEY LOGISTICS, LP

By: \_\_\_\_\_\_Charles McPhee SVP and Regional Director

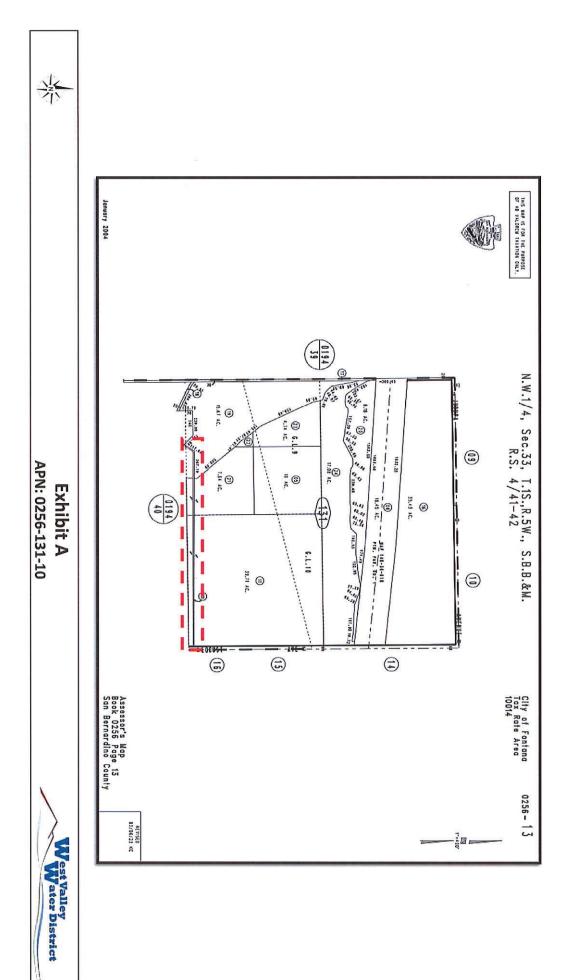
## EXHIBIT "A"

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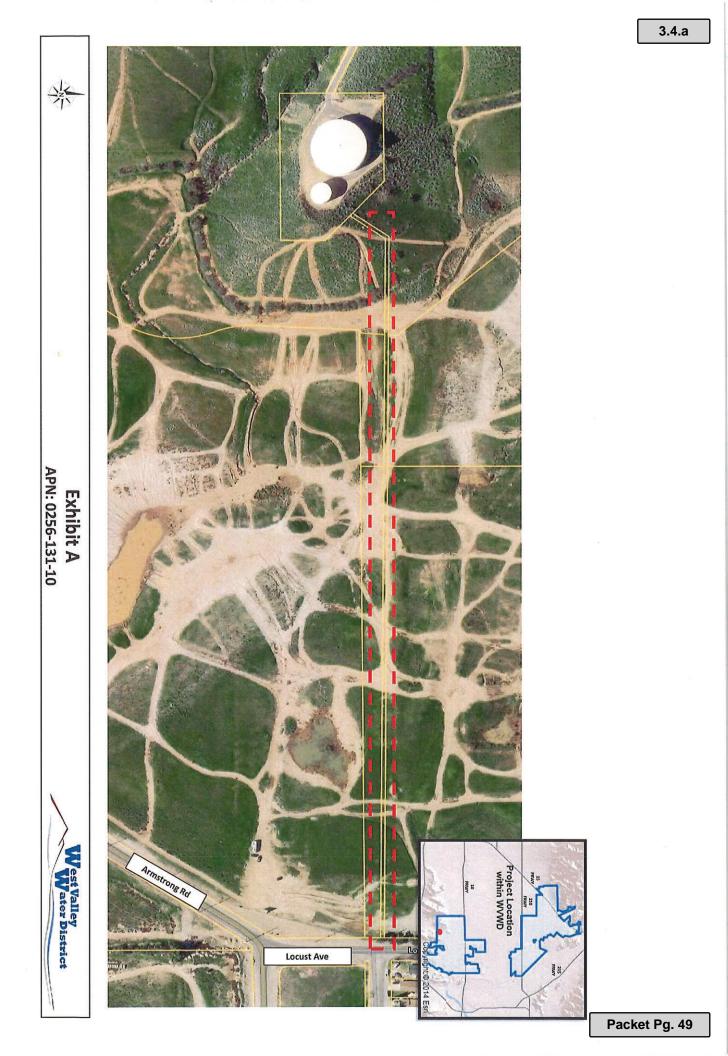
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## Developer Property and License

- 5 -

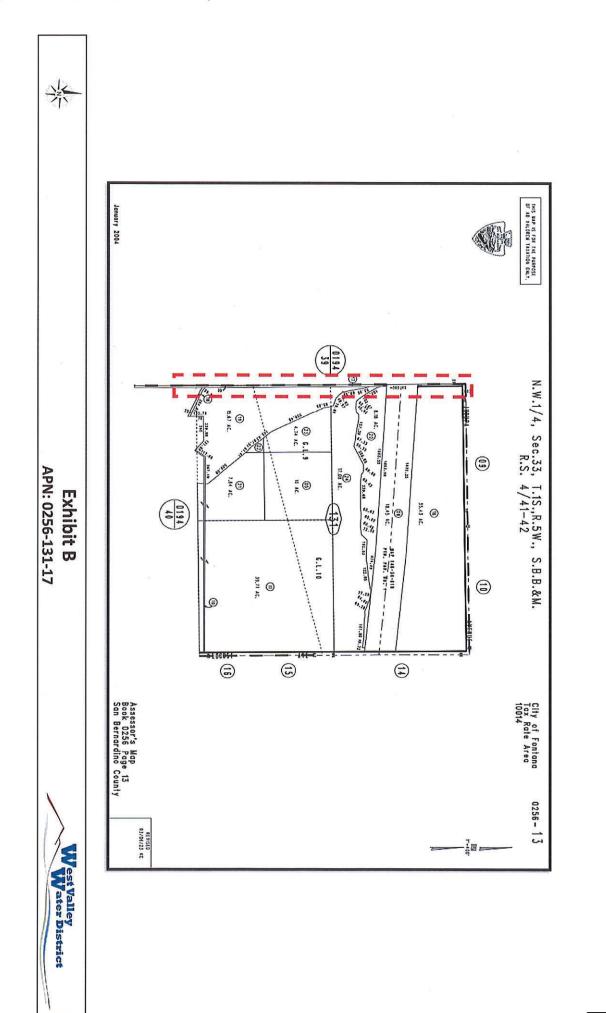


3.4.a



#### EXHIBIT "B"

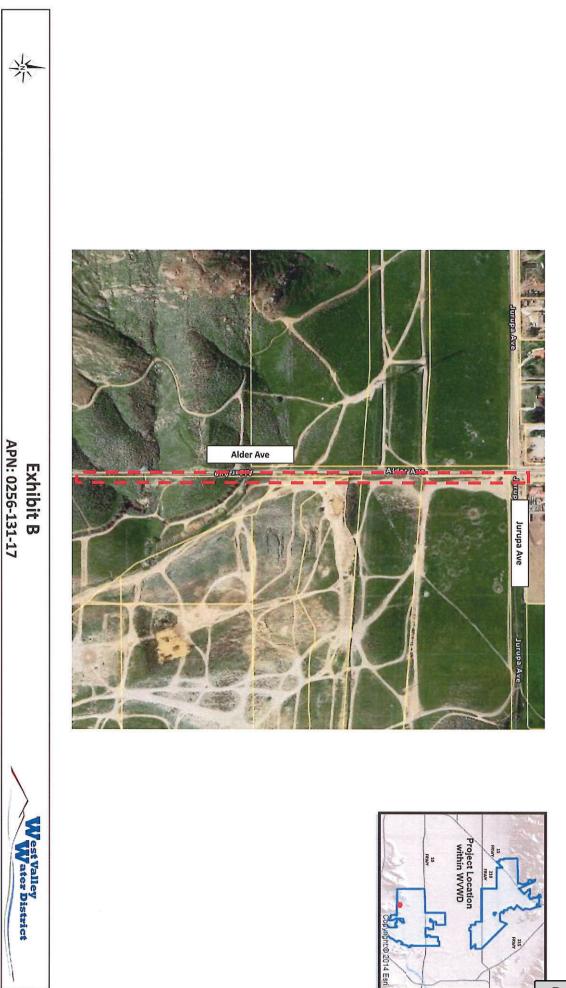
WVWD Property and Right Of Entry



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Packet Pg. 51

3.4.a



Packet Pg. 52



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

DATE: November 21, 2023
TO: Engineering, Operations and Planning Committee
FROM: Linda Jadeski, Director of Engineering
SUBJECT: REIMBURSEMENT AGREEMENT FOR R2-3 RESERVOIR FACILITIES IMPROVEMENTS WITH IDIL WEST VALLEY LOGISTICS CENTER, LP.

#### **BACKGROUND:**

IDIL West Valley Logistics Center, LP, ("Developer") is the owner of land located west of Locust Avenue, north of Armstrong Road, east of Alder Avenue and south of Jurupa Avenue in the City of Fontana known as the West Valley Logistics Center ("Development"). The proposed Development includes the construction and operation of six (6) warehouses across sixteen (16) parcels of vacant land and (1) former West Valley Water District ("District") parcel known as APN 0256-131-10. In developing this land, the Developer is required to construct multiple district facilities within pressure zones 2 and 3, which will include new 12-inch, 16-inch, and 24-inch watermains, pressure zones 2 and 3 pressure regulating station, fire hydrants, water services etc.

The above mentioned proposed 24-inch watermain is currently a 12-inch common inlet/outlet pipeline which conveys water to and from an existing 4.0 million gallon welded steel tank ("Reservoir R2-3"), located to the east of Alder Ave., south of Jurupa Ave. A maintenance inspection of the reservoir was completed in 2019 which recommended various reservoir related rehabilitations; including but not limited to interior and exterior coating, inlet/outlet pipeline seismic retrofits, onsite plumbing modifications, and various safety upgrades.

Due to the adjacent Development's footprint, the existing 12-inch needs to be relocated and upsized based on the hydraulic analysis performed in October, 2020. Moreover, the District's reservoir will need to become non-operational temporarily for the installation of a new 24-inch watermain connection to the reservoir, which is required of the Developer, along with various other onsite improvements. This new 24-inch connection presents a unique water distribution operational opportunity to the District as well as the Developer to take the reservoir out of service for a single "shutdown", and perform all required maintenance and rehabilitation as required by the 2019 inspection report and other Developer conditioned upgrades required by the 2020 Hydraulic Analysis at a potential cost savings to the District.

#### **DISCUSSION:**

Before construction for the onsite improvements can begin on reservoir R2-3 facilities, the District

and the Developer must enter into a Reimbursement Agreement ("Agreement"). This Agreement outlines the description of reimbursable facilities for which the Developer will be reimbursed in full; however, the Developer agrees to undertake the engineering, design, and construction of reimbursable facilities. The responsibilities of the Developer also include constructing facilities, insurance coverage, bonding requirements, and conveyance and acceptance of the water system by the District. Attached as Exhibit A is a copy of the Reimbursement Agreement for this project.

Furthermore, the said reimbursement shall not include the costs of design, inspection, permits, bonding, insurance, construction administration and project management.

#### **FISCAL IMPACT:**

This project was included in the Fiscal Year 2023/2024 Capital Improvement Program (CIP) budget under W23001 Reservoir R2-3 Re-coating and Modifications.

#### **STAFF RECOMMENDATION:**

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

1. Authorize entering into a Reimbursement Agreement for R2-3 Reservoir Facilities Improvements with IDIL West Valley Logistics Center, LP.

2. Authorize the General Manager to execute all necessary documents. Respectfully Submitted,

John Thiel

John Thiel, General Manager

SN:ls

#### ATTACHMENT(S):

1. Exhibit A - Reimbursement Agreement

## EXHIBIT A

#### **REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of the date upon which this Agreement has been executed and delivered by both Parties ("Effective Date"), by and between IDIL WEST VALLEY LOGISTICS CENTER, LP ("Applicant"), and West Valley Water District ("District"). Applicant and District are sometimes individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

#### RECITALS

WHEREAS, the Applicant is the owner of and/or beneficiary interested in certain real property in the County of San Bernardino, State of California, described as West Valley Logistics Center in the City of Fontana, located west of Locust Avenue, north of Armstrong Road, east of Alder Avenue and south of Jurupa Avenue, as shown in "Exhibit A"; and

**WHEREAS**, the Applicant desires to remove the District's Reservoir R2-3 Storage Tank, transmission pipeline and facilities (collectively, "R2-3 Reservoir Facilities") located within the Applicant's project limits of said real property and relocate them into a dedicated easement provided by the Applicant in favor of the District in an area outside of the Applicant's project limits; and

**WHEREAS**, the District has identified the R2-3 Reservoir Facilities in its Water Facilities Master Plan as having to be upsized to a specific size to meet the District's overall hydraulic needs in the distribution system; and

WHEREAS, the Applicant has agreed to relocate and upsize the R2-3 Reservoir Facilities, along with coating and seismic retrofits, to adhere to the District's standards and specifications. The relocation, upsizing, coating and retrofitting are collectively referred to herein as the "Project;" and

WHEREAS, the District has agreed to reimburse the Applicant for applicable costs associated with the Project as described in "Exhibit B" and contained in this Agreement. This Agreement shall solely pertain to the terms and conditions for the reimbursement of costs and expenses regarding the Project. All terms and conditions for the approval and initiation of service to the Applicant's property shall be set forth in applicable rates, rules, and regulations of the District as the same are now in effect or may hereafter be amended.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. <u>Reimbursable Facilities</u>. Applicant agrees to undertake the engineering, design, and construction of the Project shown in "Exhibit B" in accordance with the terms and conditions of the Water System Infrastructure Installation and Conveyance Agreement attached hereto as "Exhibit C" ("Conveyance Agreement"). To the extent there are any conflicts between this Agreement and the Conveyance Agreement, the Conveyance Agreement shall control. Only the Applicant will have a contractual arrangement with a consultant/contractor for the design and

construction of the Project. The plans and designs shall be subject to the prior written approval of the District, which approval shall not be unreasonably delayed, conditioned, or withheld. The Applicant shall be solely responsible for all payments to said consultant/contractor. Within thirty (30) days after the date that there has been both the recordation of the notice of completion with the County and also acceptance of the Project by the District, the Applicant shall submit an invoice to the District which includes an itemized account of the construction of the Project including any approved change orders or deviations. The invoice shall be subject to the review and approval by the District, which approval shall not be unreasonably delayed, conditioned, or withheld. If the District objects to any portion of the invoice, the Parties shall then engage in good faith efforts to resolve such issues through informal discussions. In the event said objections cannot be so resolved, either Party may elect to initiate the dispute resolution procedures set forth in this Agreement. In regard to any reasonable objection by the District regarding the work product of the Applicant's consultant/contractor, the District shall raise said issues with the Applicant and the Applicant shall resolve said issues with the consultant/contractor. Subject to the procedures set forth herein, the District shall reimburse the Applicant for one hundred percent (100%) of all costs paid by the Applicant associated with construction of the Project, which shall only include materials and installation as described in "Exhibit B", unless modified in writing by mutual agreement between Applicant and the District. Said reimbursement shall not include the costs of design, inspection, permits, bonding, insurance, excavation, plan check, construction administration and project management, backfill, traffic control, survey, asphalt, disinfection/chlorination, service laterals and hydrant assemblies. The Applicant and the District shall reasonably cooperate to complete the construction of the Project.

2. <u>Prevailing Wage</u>. The Applicant agrees to the payment of prevailing wages, and other public works requirements pursuant to the California Labor Code, the California Government Code and the California Public Contracts Code for the Project described in "Exhibit B".

3. <u>Bids</u>. The Applicant shall obtain a minimum of three (3) bids from the District's approved list of contractors and shall furnish to the District true and accurate copies of bids received. The Applicant shall award the contract to the lowest responsive and responsible bidder for the construction of the Project and the District shall have the right to review and approve the bids, in District's reasonable discretion, and the successful bidder prior to the Applicant awarding a contract.

4. <u>Change Orders</u>. The Applicant will not issue a change order with respect to the Project without the prior written consent of the District, which consent shall not be unreasonably delayed, conditioned, or withheld. Subject to the foregoing, District shall have no obligation to pay any cost increases for changes to the work for the Project unless the District has approved the same in writing in advance.

5. <u>Dispute Resolution</u>. Any dispute, claim or controversy arising out of, resulting from or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including any dispute, claim or controversy arising out of, resulting from or relating to the construction of the Project, and the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in San Bernardino, California, before a JAMS arbitrator (as agreed among the parties, or appointed pursuant to JAMS procedures). The Parties shall submit arbitration briefs not to exceed three pages for the

arbitrator's consideration and shall make themselves available for a hearing at the discretion of the arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

6. <u>Binding Effect</u>. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, assigns, agents, legal representatives, and bankruptcy trustees of the Parties, including without limitation their successors-in-interest.

7. <u>Attorneys' Fees</u>. Each Party to this Agreement will bear its own costs, expenses, and attorneys' fees in connection with this Agreement, including its negotiation and the performance or satisfaction of its obligations, liabilities and/or duties under or pursuant this Agreement, subject, however, to the following: In the event of any dispute between the Parties concerning the terms or provisions of this Agreement, including enforcement of such terms or provisions, the Party prevailing in such dispute shall be entitled to collect from the other Party all costs incurred in connection with such dispute, including reasonable attorneys' fees.

8. <u>Non-waiver</u>. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right.

9. <u>Amendments and Waivers</u>. This Agreement constitutes the entire agreement between the Parties, and there are no other agreements expanding or modifying its terms. This Agreement may not be amended or modified except by a written instrument signed by the Parties which expressly states that modification of this Agreement is intended.

10. <u>Severability</u>. If any provision or portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions and/or portions will nevertheless continue in full force without being impaired or invalidated in any way.

11. <u>Counterparts</u>. This Agreement may be executed and delivered in any number of counterparts, including e-mail or facsimile counterparts, all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original.

12. <u>Additional Acts and Documents</u>. Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent, and purposes of this Agreement.

13. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.

14. <u>Recitals</u>. The Parties hereby agree that the Recitals above are true and accurate and are incorporated herein.

15. <u>Authorization</u>. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement in their individual or representative capacity as indicated.

16. <u>No Consents Required</u>. Each Party represents and warrants that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Agreement, or if any such third party consent or approval is required, the Party who requires such consent or approval has obtained any and all such consents or approvals and that no other consent, authorization or approval is required by any other party for full execution on such Party's behalf.

#### [SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

#### IDIL WEST VALLEY LOGISTICS CENTER, LP

By: \_\_\_\_\_\_ Name: <u>Charles McPhee</u> Title: <u>SVP and Regional Director</u> Date: \_\_\_\_\_

#### WEST VALLEY WATER DISTRICT

By:	
Name: John Thiel	
Title: General Manager	
Date:	

Exhibit A: Development Location Exhibit B: Description of Reimbursable Facilities Exhibit C: Water System Infrastructure Installation and Conveyance Agreement

## EXHIBIT A

## (Development Location) APN's:

0194-401-04	0256-141-36	0256-141-41	0256-131-11
0194-401-05	0256-141-38	0256-141-41	0256-131-12
0194-401-09	0256-141-39	0256-131-05	0256-131-13
0256-131-14	0256-131-15		

West Valley Water District

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## EXHIBIT B

## (Description of Reimbursable Facilities)

1.	<b>Interior Coating</b> : Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10 and coat interior with an epoxy coating system in accordance with the
	specifications. (Less point of connections for new inlet/outlet, shell drain, overflow
	pipe, abandoned connections on shell)
2.	<b>Disinfection</b> : Furnish all labor, materials, and equipment to prepare surfaces and
	disinfect interior.
3.	Exterior Paint: Furnish all labor, materials, and equipment to provide containment,
	prepare exterior surfaces to SSPC-SP10 and paint the exterior surfaces with an
	epoxy/urethane systemin accordance
	with the specifications. (Less point of connections for new inlet/outlet, shell drain,
	overflow pipe, abandoned connections on shell)
4.	Interior Caulking: Furnish all labor, materials, and equipment to caulk all designated
	voids on the interior surfaces in accordance with the specifications.
5.	Safety Gate: Furnish all labor, materials, and equipment to install a new safety gate at
	the top of the exterior ladder.
6.	Vent Screening: Furnish all labor, materials, and equipment to remove existing vent
	screening on the center vent prior to painting and coating operations install new
	screening after coating and painting are complete.
7.	Auxiliary Vent: Furnish all labor, materials, and equipment to install a 24" auxiliary
	roof vent at location designated on the plans.
8.	Interior Ladder: Remove and dispose of the existing interior ladder and install a new
	fiber glass ladder at the existing roof hatch.
9.	Saf-T-Climb: Furnish all labor, materials, and equipment to install a galvanized steel
	Saf-T-Climb on the interior ladder. Supply a harness and locking sleeve to the District.
10.	Fall Restraint System: Furnish all labor, materials, and equipment to install fall
	restraint cables, attachments, and necessary mounting hardware.
11.	Dehumidification: Furnish all labor, materials, and equipment to use dehumidification
	system for interior work, including curing of coatings, in accordance with the
	specifications. Sound barriers shall be provided as required.
12.	Pitted Areas: Furnish material, equipment, and labor to fill or weld plates over
	excessively pitted or corroded areas, as determined necessary by the engineer.
13.	Center Vent Bracing: Furnish all labor, materials, and equipment to replace the center
	vent bracing in like kind as determined necessary by the Engineer.

## EXHIBIT C

(Water System Infrastructure Installation and Conveyance Agreement)

#### 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 IDIL WEST VALLEY LOGISTICS CENTER, LP ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **WEST VALLEY LOGISTICS CENTER** and as more fully (or further) shown on <u>Exhibit "A"</u>. 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, relocate and upsize R2-3 Reservoir Facilities along with coating and seismic retrofit to adhere to District's standards and specifications 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 Districtapproved plans known as **DRAWINGS FOR THE REHABILITATION OF RESERVOIR 2-3** as approved and attached herein as <u>Exhibit "B"</u> 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.

D21002

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 one hundred eighty (180) calendar days from Developer's receipt of the notice to proceed provided by the District pursuant to Section 8.1 below, and shall be completed within two (2) years from the estimated construction start date, unless such construction is delayed by a force majeure event, or events beyond Developer's control.

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 <u>Exhibit "C"</u>.

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D21002

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.

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

#### 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. <u>General Liability</u>: 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. <u>Automotive/Vehicle Liability Insurance</u>: 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. <u>Workers' Compensation Insurance</u>: 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. <u>Excess Liability</u>: 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.

D21002

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 <u>Exhibit "C"</u>. 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. <u>Performance Bond:</u> The cost proposal for the water system improvements for **DRAWINGS FOR THE REHABILITATION OF RESERVOIR 2-3**, is (**DEVELOPER TO PROVIDE BID RESULTS FOR BONDING**) no/100 dollars (**DEVELOPER TO PROVIDE BID RESULTS FOR BONDING**). 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 <u>Exhibit "D"</u>, shall be in the amount of (**DEVELOPER TO PROVIDE BID RESULTS FOR BONDING**) no/100 dollars (**DEVELOPER TO PROVIDE BID RESULTS FOR BONDING**) equal to 100 percent of the cost proposal.

5.3. <u>Warranty Bond:</u> 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 <u>Exhibit "B"</u>. 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 (DEVELOPER TO PROVIDE BID RESULTS FOR BONDING) no/100 dollars (DEVELOPER TO PROVIDE BID RESULTS FOR BONDING) equal to 100 percent of the Contractor's 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:* Water Improvement Plans for West Valley Logistics Center

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

DEVELOPER NAME: IDIL WEST VALLEY LOGISTICS CENTER, LP ATTN TO: Brandon Dickens ADDRESS: 840 Apollo Street, Suite 343, El Segundo, CA 90245 *RE:* Water Improvement Plans for West Valley Logistics Center

7.4. Notices required shall be given to Surety addressed as follows:
SURETY NAME:
ATTN TO:
ADDRESS *RE:* Water Improvement Plans for West Valley Logistics Center

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.

7.7. The District is closed on the holidays listed in <u>Exhibit "E"</u>.

# 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 employees 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

D21002

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 therefore, 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.

#### [CONTINUED ON NEXT PAGE]

#### **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:

John Thiel, General Manager

#### **DEVELOPER:**

#### By: IDIL WEST VALLEY LOGISTICS CENTER, LP a Delaware limited partnership

By:

Charles McPhee, SVP and Regional Director

Date:

Date:

## Exhibit A



Alder Ave

Alder Ave

# Exhibit A WEST VALLEY LOGISTICS CENTER

West Valley Water District

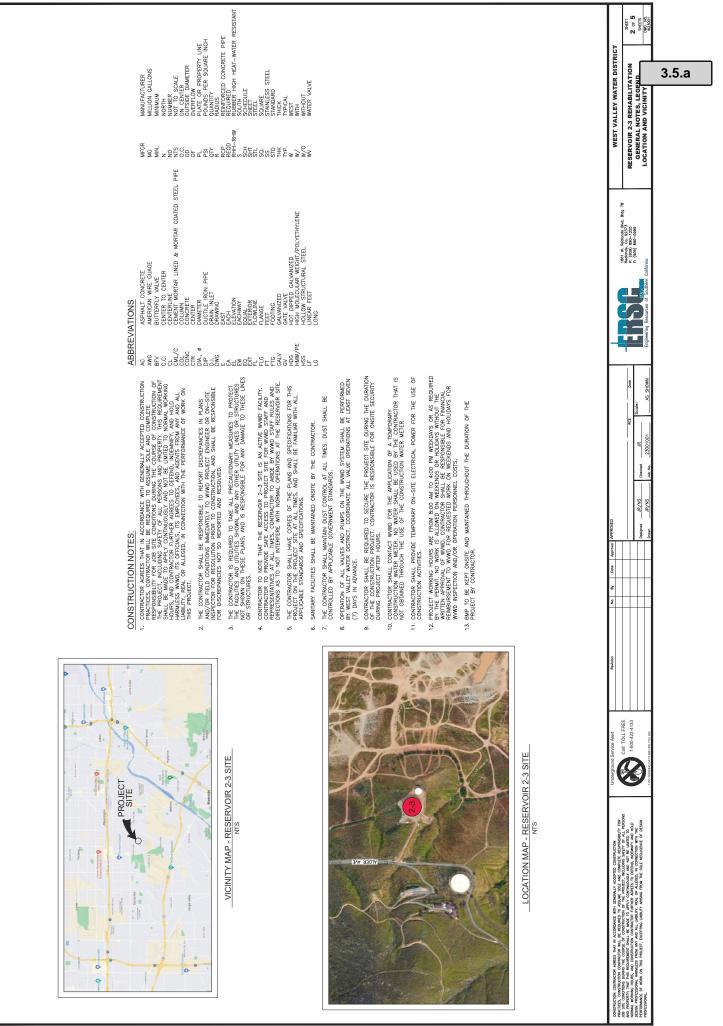
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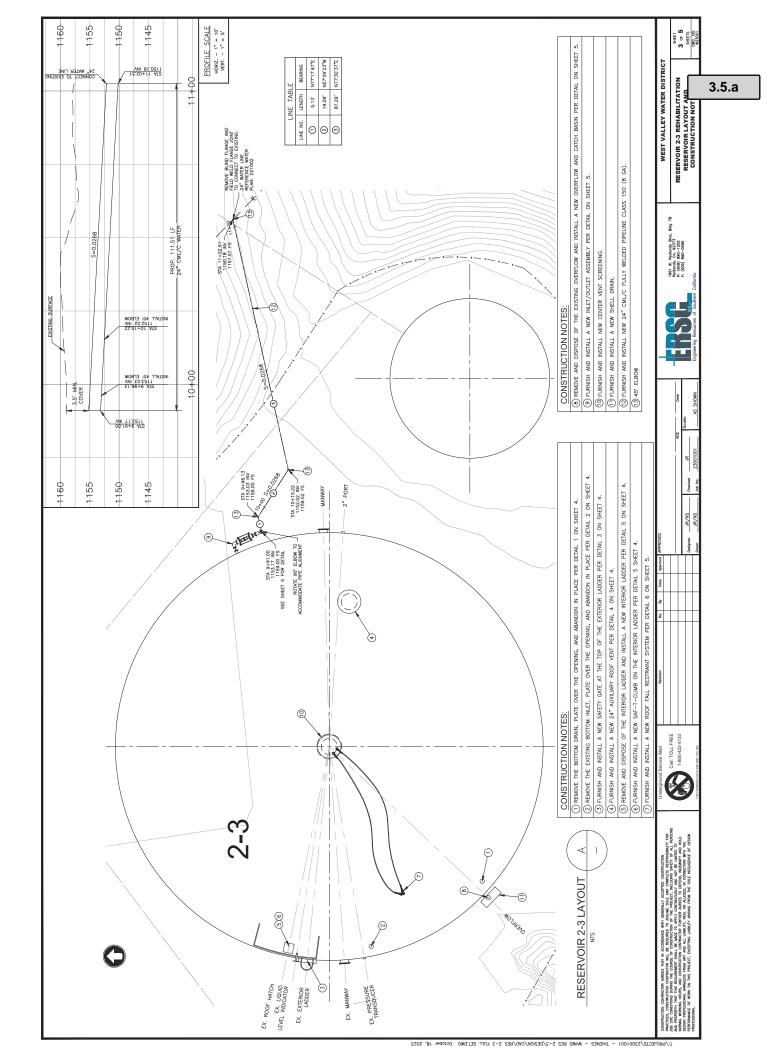
# Exhibit B

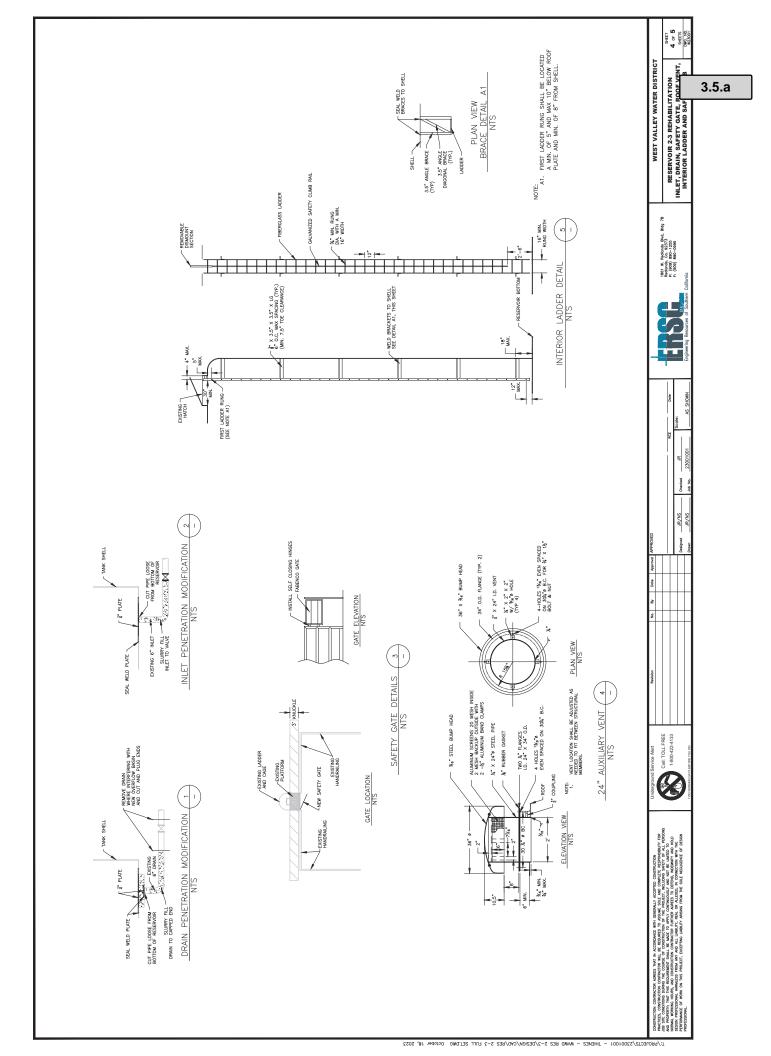
(approved plans to be provided at a later date)

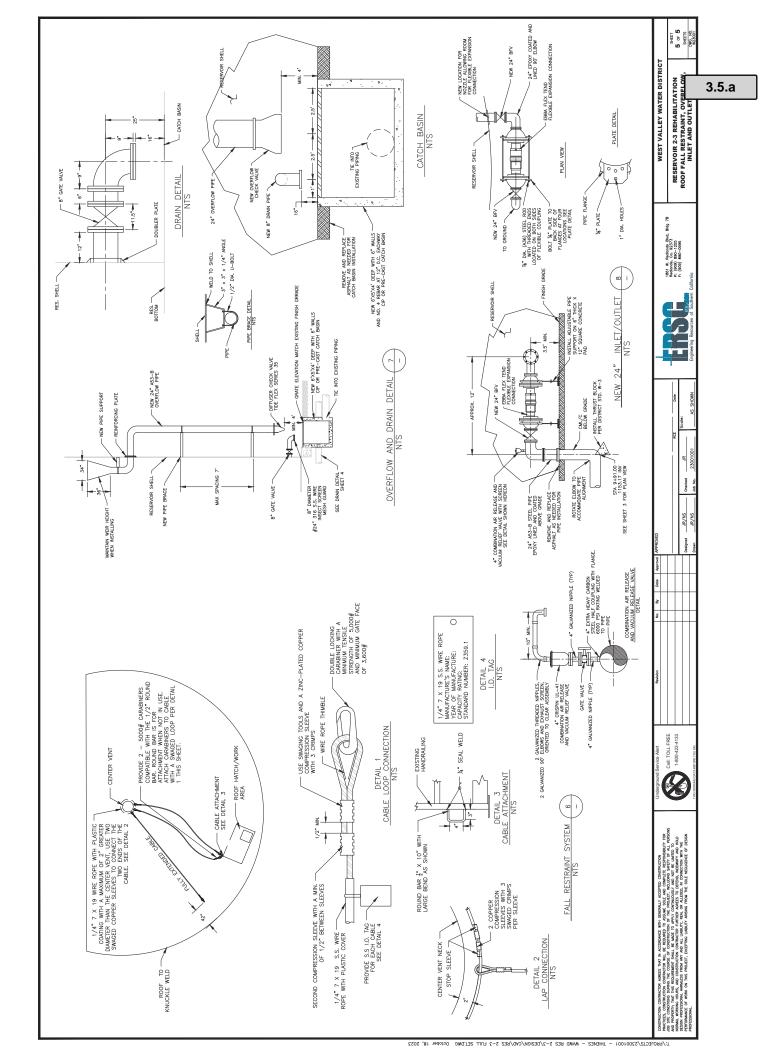
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WEST VALLEY WATER DISTRICT RIALTO, CALIFORNIA	DRAWINGS FOR THE REHABILITATION OF RESERVOIR 2-3 OCTOBER 2023	BOARD OF DIRECTORSGreg YoungPresidentDivision 5)DISTRICT ADMINISTRATIONGreg YoungPresidentDivision 5)John ThielGeneral ManagerDan JenkinsVice PresidentDivision 2)Joanne ChanDirector of OperationsAngela GarciaDirectorDivision 1)Linda JadeskiDirector of EngineeringKelvin MooreDirectorDirectorDirector of Inicion 3)Rosa M. Gutierrez, P.E.Senior EngineeringChanning HawkinsDirectorDivision 4)Rosa M. Gutierrez, P.E.Senior Engineering	AuroRNA, IAC. CALFORNA, IAC. THEET INDEX THE SHEET IND	Output         Undance Rever Mit         Output Rever Mit
		רועד ST2,0%0 סבנוספור 18, 2023	SUBMITTED BY: ENGINEERING RESOURCES OF SOUTHERN CALFORNA, INC. JOANNA REMBIS, P.E. RCE 75335	Topology and the set of the se



T:/PROJECTS/23001001 - THIENES - WVWD RES 2-3/DESIGN/CAD/RES 2-3 FULL SET.DWG October 18, 2023







## Exhibit C

(to be provided at later date)

## Exhibit D



Established as a public agency in 1952 West Valley Water District's mission is to provide a reliable, safe-drinking water supply to meet our customers' present and future needs at a reasonable cost and to promote water-use efficiency and conservation.

### **2023 HOLIDAY LIST**

MONDAY, JANUARY 2 MONDAY, JANUARY 16 MONDAY, FEBRUARY 20 MONDAY, MAY 29 TUESDAY, JULY 4 MONDAY, SEPTEMBER 4 FRIDAY, NOVEMBER 10 THURSDAY, NOVEMBER 23 FRIDAY, NOVEMBER 24 MONDAY, DECEMBER 25 TUESDAY, DECEMBER 26 MONDAY, JANUARY 1 NEW YEAR'S DAY MARTIN LUTHER KING, JR. PRESIDENT'S DAY MEMORIAL DAY INDEPENDENCE DAY LABOR DAY VETERANS DAY (OBSERVED) THANKSGIVING DAY AFTER THANKSGIVING CHRISTMAS EVE CHRISTMAS NEW YEAR'S EVE (2024)





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

DATE:	November 21, 2023
TO:	Engineering, Operations and Planning Committee
FROM:	Joanne Chan, Director of Operations
SUBJECT:	POST WATERLINE BREAK STREET REPAIRS

#### **BACKGROUND:**

West Valley Water District (District) experienced a waterline break in July on a busy street in a section of Valley Boulevard, near 838 Valley Boulevard in the City of Rialto. The cause of the leak was galvanic corrosion. When a new developer installed its new copper service pipe, it connected to District's existing galvanized pipe without using the proper dielectric or similar coupling for corrosion protection. Dissimilar metals conduct electricity at different rates. The connecting points of the two different pipe materials become rotted by galvanic corrosion in a relatively short period of time causing a leak at the connecting joint between the copper pipe and galvanized pipe.

The waterline has been repaired and temporary asphalt has been installed by District staff; however, the roadway would need to be repaired and paved to the City of Rialto standards. The scope of work consists of scarifying the subgrade, compacting, and installing 6 inches of thick asphalt in 4 areas, milling out existing asphalt pavement, and installing new 1.5 inches of asphalt in an area totaling to 7,040 square feet (80 feet x 88 feet). Attached as **Exhibit A** is the map.

The inconvenience created by these repairs is expected to be short-lived, with the repair work projected to be completed within 12 hours, thus limiting its effect on the community. In an effort to strike a balance between meeting essential city needs and respecting the daily routines of residents, the city has requested that the repairs be carried out during night hours.

#### **DISCUSSION:**

On February 18, 2021, a Request for Proposal ("RFP") was issued and publicly advertised on PlanetBids to solicit a qualified, experienced contractor to provide as-needed trench and roadway paving work. Four (4) firms – Mike Roquet Construction Inc., Hardy & Harper, Inc., GM Sager Construction and Onyx Paving Company – submitted proposals. The District awarded the contract to Mike Roquet Construction Inc. and executed the agreement on May 6, 2021.

Mike Roquet Construction Inc. submitted a quote in the amount of \$99,580.00 to repair the roadway on Valley Boulevard. Attached as **Exhibit B** is the quote.

#### **FISCAL IMPACT:**

This item is included in the Fiscal Year 2023/24 Operating Budget and will be funded from project number GL100-5410-540-5612 titled "Repair & Maintenance/Street Patching". District staff believes the full cost shouldn't be borne by the District and will meet with City staff to discuss further.

#### **STAFF RECOMMENDATION:**

This is for informational purposes only, no action required. Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT:jc

#### ATTACHMENT(S):

- 1. Exhibit A Map
- 2. Exhibit B Quote

EXHIBIT A

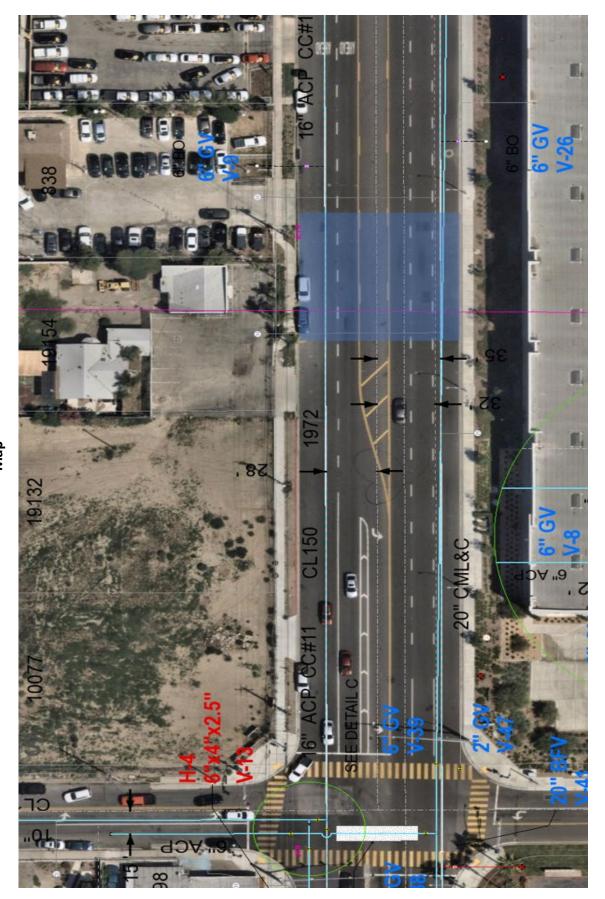


EXHIBIT B



To:

P.O. Box 539 Highland, CA 92346 (951) 533-3797 Lic #1007568

#### PROPOSAL

Page 1 of 1 October 20, 2023

West Valley Water District
855 W. Baseline Rd.
Rialto, CA 92376
Attn: Rudy Olguin (909) 875-1804 <u>rolguin@wvwd.org</u> cell: (909) 644-6918

#### JOB LOCATION: 838 VALLEY BLVD, RIALTO

We hereb	by submit specifications and estimates for:		
ltem			total
	NIGHTTIME STREET REPAIR		
1.	STREET REPAIR		
First m	ove-in:		
a)	Prepare for lane closures by furnishing and setting-up traffic control devices including		
	lighted arrow-boards, light towers, signs, and cones.		
b)	Remove four areas of the pavement totaling 644 sq. ft.; scarify the subgrade, compact	,	
	and fine-grade; install 6" thick asphalt In two lifts on 644 sq. ft.		
Second	l move-in:		
c)	Prepare for lane closures by furnishing and setting-up traffic control devices including		
	lighted arrow-boards, light towers, signs, and cones.		
d)	Mill-out 1.5" of existing asphalt pavement in one area totaling 7,040 sq. ft. (80' x 88'),		
	haul away asphalt grindings, sweep, tack, and install new 1.5" asphalt on 7,404 sq. ft.		
		Total:	\$88 <i>,</i> 985.00
2.	COMPACTION TESTING		
	a) Provide compaction tests on subgrade and new asphalt pavement	Total:	\$ 5,180.00
3.	BONDS		
	a) Provide labor and performance bonds	Total:	<u>\$ 5,415.00</u>
	Gran	d Total:	\$99,580.00

#### **GENERAL CONDITIONS:**

- Price includes prevailing wages and are good through January 30, 2023.
- Price includes compaction testing of the subgrade and the asphalt.
- Price includes bonds.
- EXCLUSIONS: permits, fees, striping, installing aggregate base under new asphalt, over-excavation of the subgrade for any reason, rubberized asphalt
- Any attorney fees, costs, or other expenses which may be incurred in the collection of monies as may become due under this contract or enforcement of the terms of this contract will be paid for by the customer.
- Unless otherwise herein provided, this contract shall be due and payable at Mike Roquet Construction Inc., P.O. Box 539, Highland, CA 92346 within 30 days from date of invoice.

#### AMOUNT: Ninety-nine thousand, five hundred and eighty dollars and no cents (\$99,580.00)

Mike Roquet

President Mike Roquet Construction Inc.



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

DATE: November 21, 2023
TO: Engineering, Operations and Planning Committee
FROM: Joanne Chan, Director of Operations
SUBJECT: OLIVER P. ROEMER WATER FILTRATION FACILITY FILTER MEDIA REPLACEMENT AND COATING PROJECT

#### **BACKGROUND:**

The Oliver P. Roemer Water Treatment (Roemer) Plant has 6 identical package treatment units called Trident Filters. Each Trident Filter has a design flow of 2.4 million gallons per day and consists of an upflow contact-clarifier followed by a multi-media gravity filter. The adsorption clarification process has been rated as equivalent to the flocculation-sedimentation process. Water flows up through about four feet of proprietary plastic beads, producing flocculation, settling, and removal of some suspended solids. From there, the water overflows into the multi-media filters. Beneath each filter is an underdrain system that takes the filtered water to the contact basin for disinfection and then to the distribution system.

On top of the underdrain is a multi-media filter bed. The bed contains three layers of media consisting of anthracite coal, sand, and garnet, with a supporting layer of gravel at the bottom. These are the media of choice because of the differences in size and density. The larger, lighter anthracite coal is on top and the heavier, smaller garnet remains on the bottom. The filter media arrangement allows the largest dirt particles to be removed near the top of the media bed with the smaller dirt particles being retained deeper and deeper into the media. This allows the entire bed to act as a filter allowing much longer filter run times between backwash and more efficient particulate removal.

The interior coatings, clarifier plastic media, and multi-media filter bed in Filter Nos. 2 and 3 are over 10 years old and have met their life expectancy. The filters are not equipped with an air scour system like the new filters being constructed as part of the plant expansion project. A new air scour system will also be installed in the 2 filters to work above the filter gravel pack which would give the media a thorough wash during backwashes. The goal is to have these 2 filters rehabilitated during winter when the water demand is at its lowest since 2 filters need to be taken out of service. A large vacuum truck is used to take out all the old materials and expose the underdrain system for inspection and any repairs. The entire filter is then power washed, sandblasted and coated in preparation for installation of a new air scour system and new media. The coating material is NSF 600 approved for potable water.

#### **DISCUSSION:**

On October 3, 2023, a Request for Bids (RFB) was issued and publicly advertised on PlanetBids. The RFB included removal, packaging and disposal of existing media, removal of existing interior coatings with abrasive blast methods, recoat with approved epoxy coating, supply and installation of new air scour systems and new media. Attached as **Exhibit A** is the project information and scope of work. Three (3) firms – ERS Industrial Services, Inc., Carbon Activated Corp, and Karbonous, Inc. – submitted bids to provide the specified services. Attached as **Exhibit B** is a summary of the bid results.

Based on information received from ERS, ERS is the lowest responsible responsive bidder for this project. A summary of the bid results is as follows:

ERS Industrial Services, Inc.	Carbon Activated Corp.	Karbonous, Inc.
\$1,147,660.00	\$1,263,489.00	\$1,375,240.00

#### FISCAL IMPACT:

This item is included in the Fiscal Year 2023/24 Capital Budget and will be funded from project nos. W24005 and W24006 titled "Roemer Filter Rehabilitation & Media Replacement" with a budget of \$1,022,000. Additional funds (\$125,660) will be needed to complete the project and will be funded from the District's budget for contingency. A summary of the requested budget transfer is as follows:

Project	Current Budget	Transfer From/To	Remaining Budget
Contingency Funds	\$355,509.00	-\$125,660.00	\$229,849.00
Filter Rehabilitation & Media	\$1,022,000.00	+\$125,660.00	\$1,147,660.00

#### **STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to approve ERS Industrial Services, Inc. for the Oliver P. Roemer Water Filtration Facility Filter Media Replacement and Coating Project.

Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT:jc

#### ATTACHMENT(S):

- Exhibit A Project Information and Scope of Work
   Exhibit B Bid Results

EXHIBIT A



#### Water Treatment Facility Filter Media Replacement and Coating Project

#### **PROJECT INFORMATION:**

The West Valley Water District ("District") is seeking the services of a qualified, experienced contractor to furnish all labor, material and equipment, perform and complete all work required for the Water Treatment Facility Filter Media Replacement and Coating Project.

#### **PROJECT DESCRIPTION**

The work to be performed shall consist of furnishing all tools, equipment, materials, labor, transportation services, fuel, communications, and performing all work and related operations required for the fulfillment of this project in strict accordance with these specifications. The work shall be completed, and all work, materials, and services not expressly outlined or shown in these specifications which may be necessary for the complete and proper installation and/or operation of the work shall be provided by the contractor as indicated and at no increase in cost to the District. The contractor is expected to provide all materials and services that will fulfill or exceed the requirements and conditions as set forth in these specifications.

## This is a turn-key project. Two (2) Trident Filters, No. 2 and No. 5, need recoating and new filter and clarifier media.

The service includes removal, packaging and disposal of existing filter and clarifier media and installation of new media for two (2) Trident Filters, per design. Contractor is expected to repair or replace existing underdrains as needed.

The service includes the following recommended Sherwin Williams Steel preparation and coating system: SSPC-SP10 Near-White Blast Cleaning, apply finish coat – Sherwin Williams Sherplate PW Epoxy @ 30-45 mils DFT for two (2) Trident Filters. The coating material must be NSF approved to standard 61 for potable water and meets new AWWA D102 standards.

#### SCOPE OF WORK

Although the District is attempting to identify the limits and services required, this should not unnecessarily limit the firm in the development of a scope it believes is necessary to meet the District's goals and objectives.

This section covers removing and disposing existing media and furnishing and installing support gravel and multimedia filter media for the 2 filters at the Oliver P. Roemer Water Treatment Plant. Filter media shall be furnished and installed in the filter as indicated on the drawings, as specified, and as required to provide a properly operating filer installation acceptable to the District.

If a vacuum truck is used to remove filter media, it must be parked outside the filter plant and the vacuum hose or pipe must be able to go up the stairs and down to the floor of the filter bed—100 feet from the filter to the access door.

Removal of existing interior coating and recoat work on the Oliver P. Roemer Trident Filter Nos. 2 and 5. The coating material must be NSF approved to standard 61 for potable water and meets new AWWA D102 and AWWA C210 standards. The District recommends SherPlate PW Epoxy. Full containment, environmental control, and protection of underdrains throughout the coatings process.

Fabricate and install 304 or 316 stainless-steel 8-inch diameter air scour grid system with diffusers by WESTECH in (2) Filters Bay for future use. Air scour should deliver 2-3.4 scfm per square foot @ 5-7 psi max uniformly throughout the filter including the spool piece must be stainless steel and welded thru tanks prior to coating. System shall be installed and tested by the firm and approved by the District.

Filter media shall not be installed until testing, by others or District staff, of the filter box for water tightness, repair of leaks, and concrete damp proofing inside the filter box has been completed.

Installation of media shall be under the direct supervision and control of a competent and experienced field representative employed by the media supplier and acceptable to the District.

The filter is a tri-media gravity filter. It is 28 by 10 by 10 feet steel structures. The launder is 40 inches above the media. The filter includes an underdrain system, filter media, and the following piping: inlet and outlet pipes, backwash, surface wash, and wash water disposal piping. Filter media consists of anthracite coal, sand, and garnet over a layer of support gravel. The following table summarizes the design parameters of the filter:

Filtration Rate: 6 gpm/Sq. Ft. Maximum Filter Underdrain – Pipe: Schedule 80 PVC

Material	Size Range	Specific	Hardness	Specified
	(mm)	Gravity	(Mohs scale)	(Inches)
Filter Profile Dual	1.0-3.0	1.5-1.8	3	18
Media Anthracite				
Silica Sand	0.45-0.50	2.6	7	9
Garnet	0.20-0.40	3.1-4.4	6.5-7.5	6
Media Support	1.0-50	2.6	7	12
Gravel				

Supply and install new Clarifier plastic media 50/50 Mix, new air nozzles and new gaskets.

Reinstall Filter internal piping.

Placement shall comply with AWWA B100, except as modified herein. Support gravel or media which becomes dirty or contaminated shall be removed and replaced with clean material.

The bottom layer shall be carefully placed to avoid damaged to the nozzle underdrain system. Each layer shall be completed before starting the layer above. For materials less than <sup>1</sup>/<sub>2</sub> inch in size, workmen shall not stand or walk directly on the media, but on boards which will sustain their weight without displacing the media.

Each layer of filter media shall be deposited by means of a tremie system to a uniform thickness, with the top surface screeded or otherwise brought to a true level plane. Care shall be taken in depositing each layer not to damage the quality or integrity of the media or to disturb the level surface of the layer beneath. The correct thickness of each layer shall be determined by screeding each layer to a continuous level line on the side of the filter box. The layer shall then be leveled with a water surface maintained at the appropriate elevation mark.

#### **INTERRUPTION OF SERVICES**

Interruptions to any services for the purposes of making or breaking a connection shall be made only after consulting with the District and shall be at such time and of such duration as may be directed.

#### SEQUENCE OF CONSTRUCTION OPERATIONS

Before starting construction operations, Contractor shall confer with the District arrange the sequence of the construction operations.

#### HOURS OF WORK

Contractor shall submit an approved work schedule prior to starting related work.

#### **EVALUATION PROCESS AND SELECTION CRITERIA**

The District's evaluation and selection process is based upon meeting all requirements listed above. to the District. The district reserves the right to award project to the lowest responsible responsive bidder.

#### **ATTACHMENTS**

Attachment A – Trident Water Systems Filter Media Design – Model Attachment B – Air scour grid system Design - Model

#### **ADDENDUM NO. 1**

#### October 12, 2023

#### WEST VALLEY WATER DISTRICT RIALTO, CA

#### CONTRACT DOCUMENTS FOR

Water Treatment Facility Media Replacement and Coating Project

BID DATE:

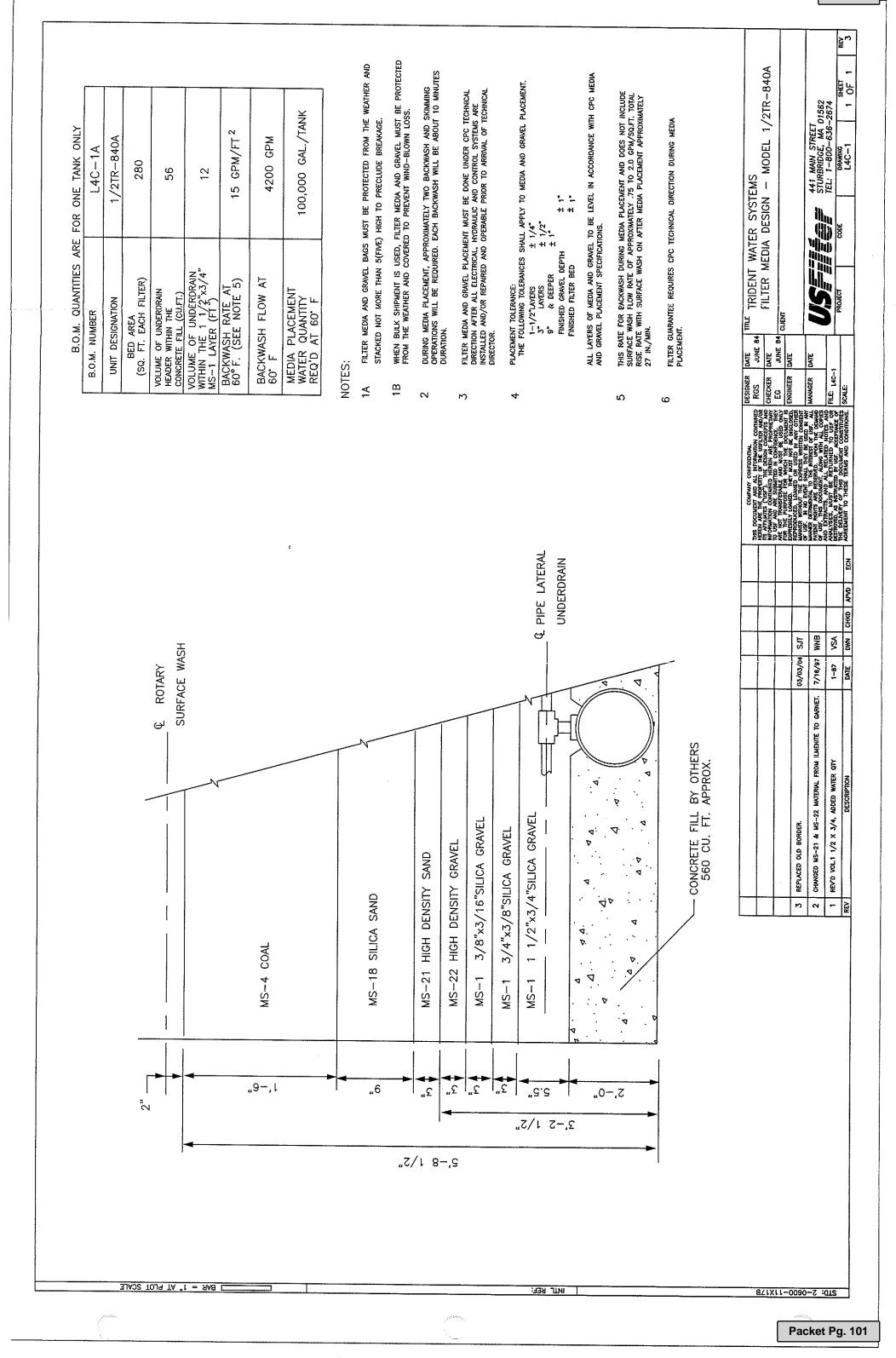
October 20, 2023 at 5:00 PM

The following information, clarifications, changes, additions, and/or deletions shall be made to the above-referenced plans and specifications.

#### **CHANGES:**

#### The Coating Material must be NSF 600 Approved for potable water.

During the job walk, the District became aware of the new NSF 600 standards effective January 1, 2023. ATTACHMENT A



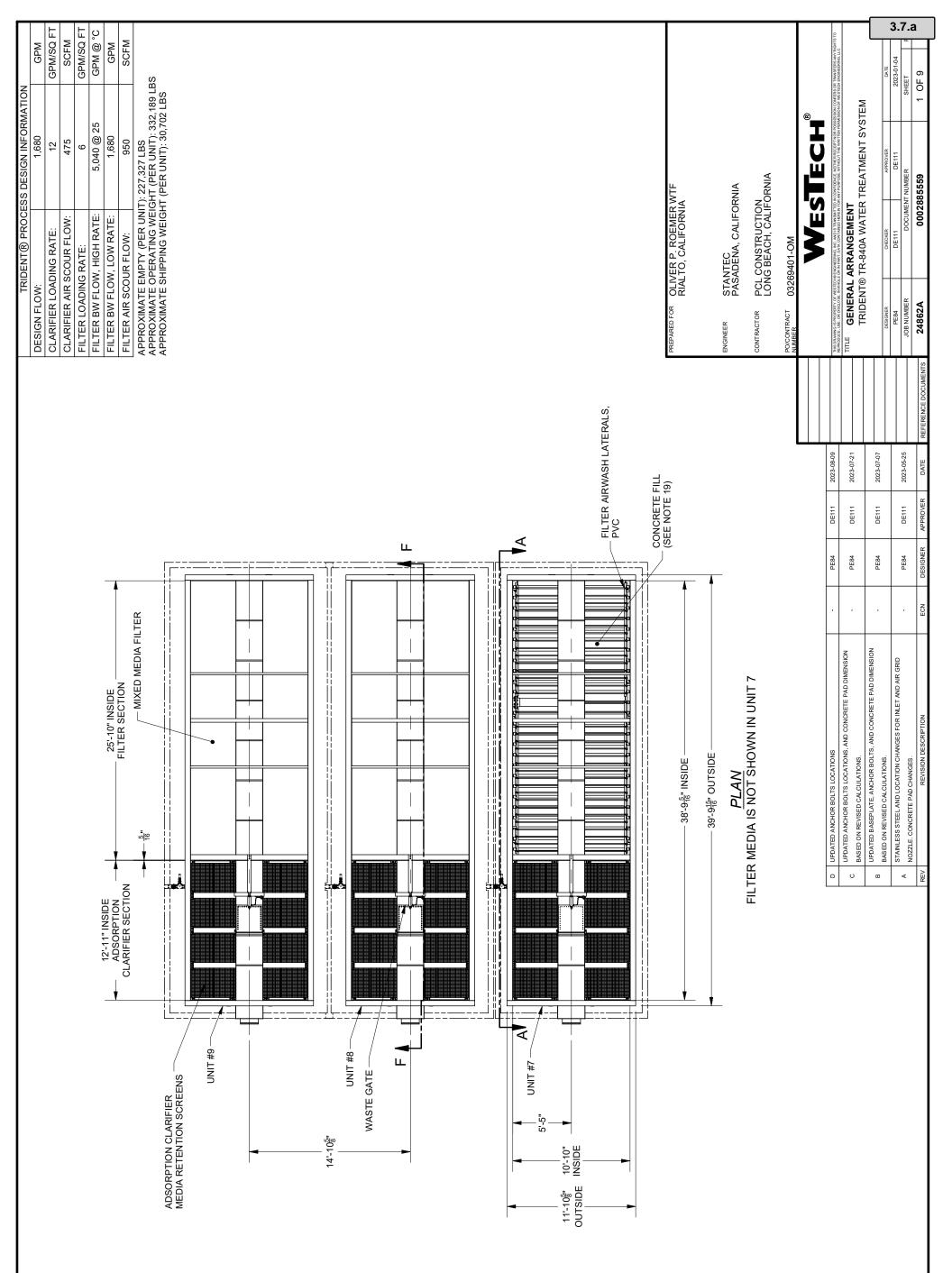
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ATTACHMENT B

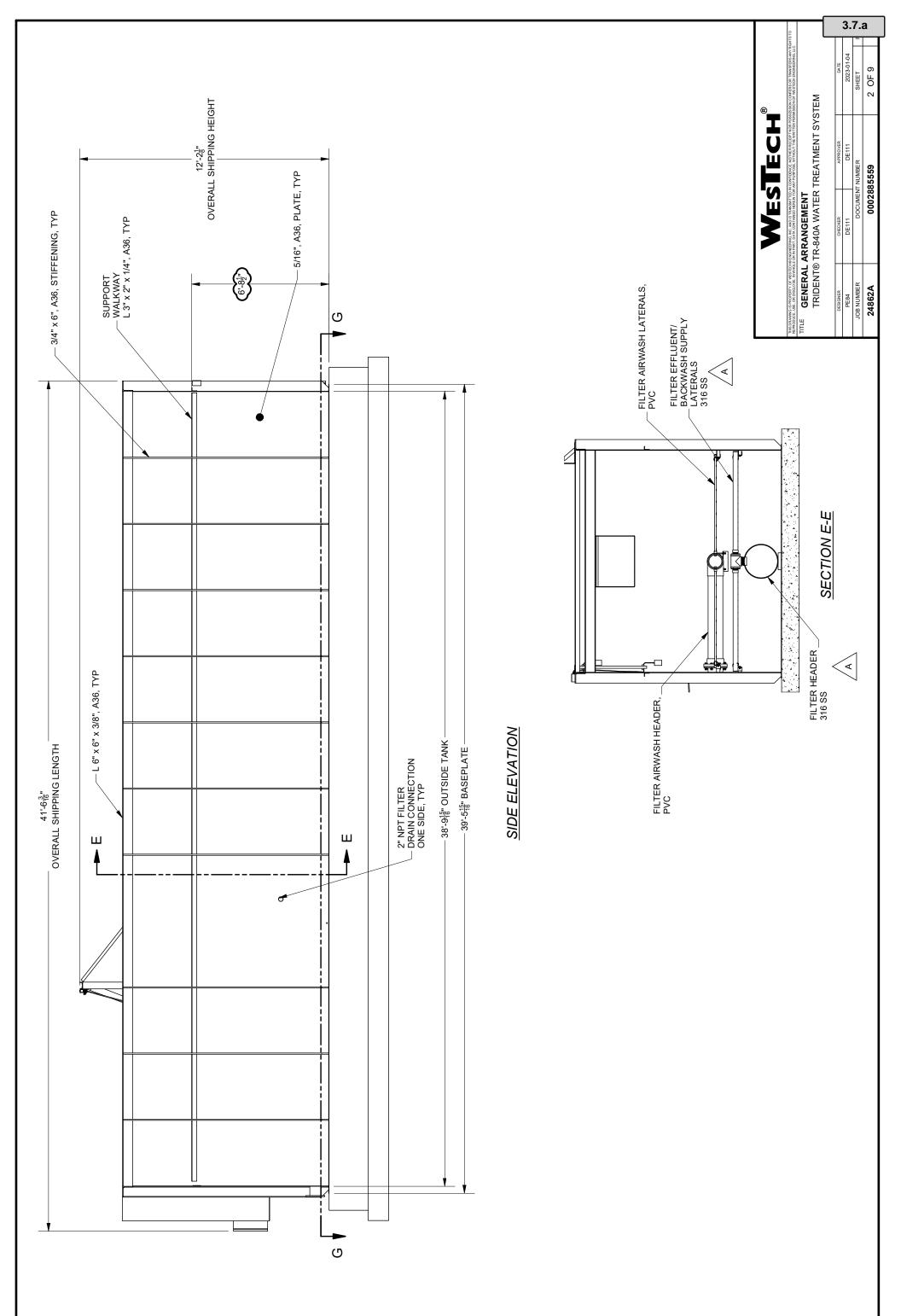
JMENTS AND SHOULD BE PARTICULARLY NOTED. ★ NS SHOWN IN CLOUDS. ◯	14. THE FOLLOWING DEFINES THE ACCEPTABLE MATERIALS USED FOR WESTECH SUPPLIED EQUIPMENT AS SPECIFIED AND SHOWN ON THE GENERAL ARRANGEMENT DRAWINGS. ANY MATERIAL OR ITEMS NOT INCLUDED HERE SHALL BE CLEARLY SPECIFIED ON THE GENERAL ARRANGEMENT DRAWINGS.
E PROVIDED FOR CONFIRMATION BY OTHERS OF	A. CARBON STEEL SHALL MEET THE FOLLOWING SPECIFICATIONS AND REQUIREMENTS:
ING CONCRETE, EQUIPMENT, PLANT STRUCTURE, ON THE GENERAL ARRANGEMENT DRAWINGS.	STEEL SHAPES W, WT - ASTM A992/A992M     STEEL SHAPES M, MT, S, ST, C, MC, L - ASTM A36/A36M     STEEL SHAPES M, MT, S, ST, C, MC, L - ASTM A36/A36M
TO BE USED FOR CONSTRUCTION OR INSTALLATION ISSUED. WESTECH WILL NOT PROCEED WITH IS RECEIVED.	<ul> <li>SIEEL PLATES AND BARS - ASTM A36/A36M; A57/2/A57/2M GRADE 50; A529/A529M</li> <li>STEEL SHAPE HP - ASTM A572/A572M GRADE 50</li> <li>STEEL PIPE - ASTM A53/A53M GRADE B, ASTM 106/A106M, API 5L</li> <li>HOLLOW STRUCTURAL SECTIONS (HSS), ROUND, SQUARE, RECTANGULAR - ASTM A500/A500M GRADE C;</li> </ul>
ING CONCRETE DESIGN, INCLUDING NECESSARY ECIFICALLY INDICATED OTHERWISE. THE SUITABILITY OF NEW & STRUCTURES TO WITHSTAND THE DESIGN LOADS AT THE FINED, CONFIRMED OR OTHERWISE PROVIDED BY OTHERS.	<ul> <li>A1085/A1085M</li> <li>SHEETS - A1011/A1011M</li> <li>PIPE FITTINGS - ASTM A234/A234M; ASME B16.11</li> <li>ALL WELDING SHALL CONFORM TO THE LATEST AWS D1.1 CODE OR ASME BPVC SECTION IX.</li> </ul>
3Y OR LOSS RESULTING FROM IMPROPER USE OF	
HE APPROVED EQUIPMENT WILL NOT BE ACCEPTED AND APPROVED.	B. STAINLESS STEEL SHALL MEET THE FOLLOWING SPECIFICATIONS AND REQUIREMENTS:
NLY IN THE INDICATED DIRECTION. WESTECH IS NOT	<ul> <li>AUSTENITIC BARS, ROUND AND SQUARES, AND HOT ROLLED EXTRUDED SHAPES SUCH AS ANGLES, TEES, AND CHANNELS - ASTM A276; ASTM A484/A484M; ASTM A564/A564M</li> <li>AUSTENITIC LASER-FUSED BARS, PLATES, ANGLES, TEES, CHANNELS, AND W SHAPES - ASTM</li> </ul>
CONCRETE REINFORCING, PIPING, VALVES, PIPE CAL WIRING, CONDUIT, ELECTRICAL EQUIPMENT, ING MATERIALS, CAULK OR MASTIC, FIELD PAINTING OR FESTING, GREASE, ANTI-SEIZE OR LUBRICATING OIL,	<ul> <li>A 1009/A 1009/M</li> <li>AUSTENITIC PLATES, SHEETS, STRIPS - ASTM A240/A240M; ASTM A480/A480M</li> <li>AUSTENITIC PIPES - ASTM A312/A312M</li> <li>AUSTENITIC POLLOW STRUCTURAL SHAPES (HSS), ROUND, SQUARE, RECTANGULAR - ASTM A554</li> <li>PIPE FITTINGS - ASTM A182; ASME SA 182; ASME B16.11</li> <li>DUPLEX PLATES, SHEETS, STRIPS - ASTM A240/A240M; ASTM A480/A480M</li> </ul>
OF PRIME COATS ARE DESIGNED TO PROVIDE ONLY N PER THE COATING MANUFACTURER'S DATA SHEET. REPARED OR PAINTED ITEMS ONCE THE ITEMS LEAVE	<ul> <li>DUPLEX PIPES - ASTM A790/A790M</li> <li>DUPLEX HOLLOW STRUCTURAL SHAPES - MADE FROM PLATE A</li> <li>ALL WELDING SHALL CONFORM TO THE LATEST AWS D1.6 CODE OR ASME BPVC SECTION IX.</li> <li>SOME SHAPES MAY BE FORMED BY BENDING AND/OR WELDING.</li> </ul>
ED ITEMS IS WELCOME TO VERIFY APPLICATION. ALL I-UP, AND REPAIR TO SHOP PAINTED SURFACES ARE NOT OF SHOP AND FIELD APPLIED COATINGS IS BY OTHERS.	C. ALUMINUM SHALL MEET THE FOLLOWING SPECIFICATIONS AND REQUIREMENTS:
CE PREPARATION AND SHOP/FIELD PAINT AL ARRANGEMENT DRAWINGS AND WILL INCLUDE EL CLEANING GRADE SHEET AND FINISH LEVEL SHEET.	<ul> <li>EXTRUDED BARS, RODS, WIRE, STRUCTURAL PROFILES AND TUBES - ASTM B221/B221M</li> <li>STANDARD STRUCTURAL PROFILES - ASTM B308/B308M (FOR ALLOY 6061-T6 ONLY)</li> <li>PLATE AND SHEET - ASTM B209/B209M</li> <li>DRAWN SEAMLESS TUBE - ASTM B210/B210M; ASTM B483/B483M</li> <li>DRAWN SEAMLESS TUBE - ASTM B210/B210M; ASTM B483/B483M</li> </ul>
HOWN ON JOB-SPECIFIC DRAWINGS AND SHALL PECIFICATIONS:	<ul> <li>PIPE FITTINGS - ASTM B361</li> <li>PIPE FITTINGS - ASTM B361</li> <li>ALL WELDING SHALL CONFORM TO THE LATEST AWS D1.2 CODE.</li> <li>SOME SHAPES MAY BE FORMED BY BENDING AND/OR WELDING.</li> </ul>
STM F1554, GRADE 36, GRADE 55, OR GRADE 105 - ASTM F593, ASTM A193 1ENTS OF ASTM E1512 AND SHALL HAVE A PUBLISHED	D. TANK MATERIALS SHALL CONFORM TO THE SPECIFICATIONS IN API 650 OR AWWA D100 AS NOTED ON THE GENERAL ARRANGEMENT DRAWINGS. SPECIFIED MATERIALS ARE SHOWN ON THE GENERAL ARRANGEMENT DRAWINGS. ALL WELDING SHALL CONFORM TO THE ASME BPVC - SECTION IX.
/ES REPORT. NTIFIED ON JOB-SPECIFIC GENERAL ARRANGEMENT NE OF THE FOLLOWING SPECIFICATIONS WITH	A. E. ASME STAMPED PRESSURE VESSELS SHALL CONFORM TO ASME BPVC SECTION VIII OR SECTION X (FOR FRP TANKS), THE DESIGN CALCULATIONS AND THE GENERAL ARRANGEMENT DRAWINGS. 15. ITEMS SHOWN, NOTED OR DESCRIBED ON THE GENERAL ARRANGEMENT DRAWINGS SUPERSEDE ANY CONFLICTING ITEMS WITHIN THESE NOTES.
0E A490; ASTM A307 GRADE A	
PURPOSE) RADE B8M (316) (HIGH PRESSURE, HIGH TEMPERATURE) c added to Notes 3 & 5, "BY OTHERS", "NEW OR EXISTING"	WH17 T002 2022/10/11 GENERAL NOTES
	WH17 ARS/ST14
	WHII ARSISTIA 2020111124 ECN DESIGNER APPROVER DATE REFERENCE DOCUMENTS

- A STAR DENOTES VARIANCE FROM CONTRACT DOCUMENT <u>.</u>
- CONTRACTOR TO VERIFY OR SUPPLY ALL DIMENSIONS SH с,
- DIMENSIONS, LOADS, AND OTHER INFORMATION ARE PROV POSITION AND INTERFACE BETWEEN NEW OR EXISTING CO OTHER SYSTEMS AND APPURTENANCES AS SHOWN ON TH ર્ણ ⊘
- SUBMITTED DRAWINGS AND INFORMATION ARE NOT TO BE PURPOSES UNTIL CUSTOMER APPROVAL HAS BEEN ISSUE FABRICATION OR DELIVERY UNTIL SUCH APPROVAL IS REC 4.
- WESTECH IS NOT RESPONSIBLE FOR NEW OR EXISTING CC REINFORCEMENT FOR ANCHOR BOLTS, UNLESS SPECIFIC/ OR EXISTING CONCRETE, EQUIPMENT, TANKAGE, OR STRU INTERFACE OF WESTECH'S EQUIPMENT IS TO BE DEFINED <u>ي</u>:م
- WESTECH IS NOT RESPONSIBLE FOR DAMAGE, INJUR' THIS EQUIPMENT. <u>ن</u>

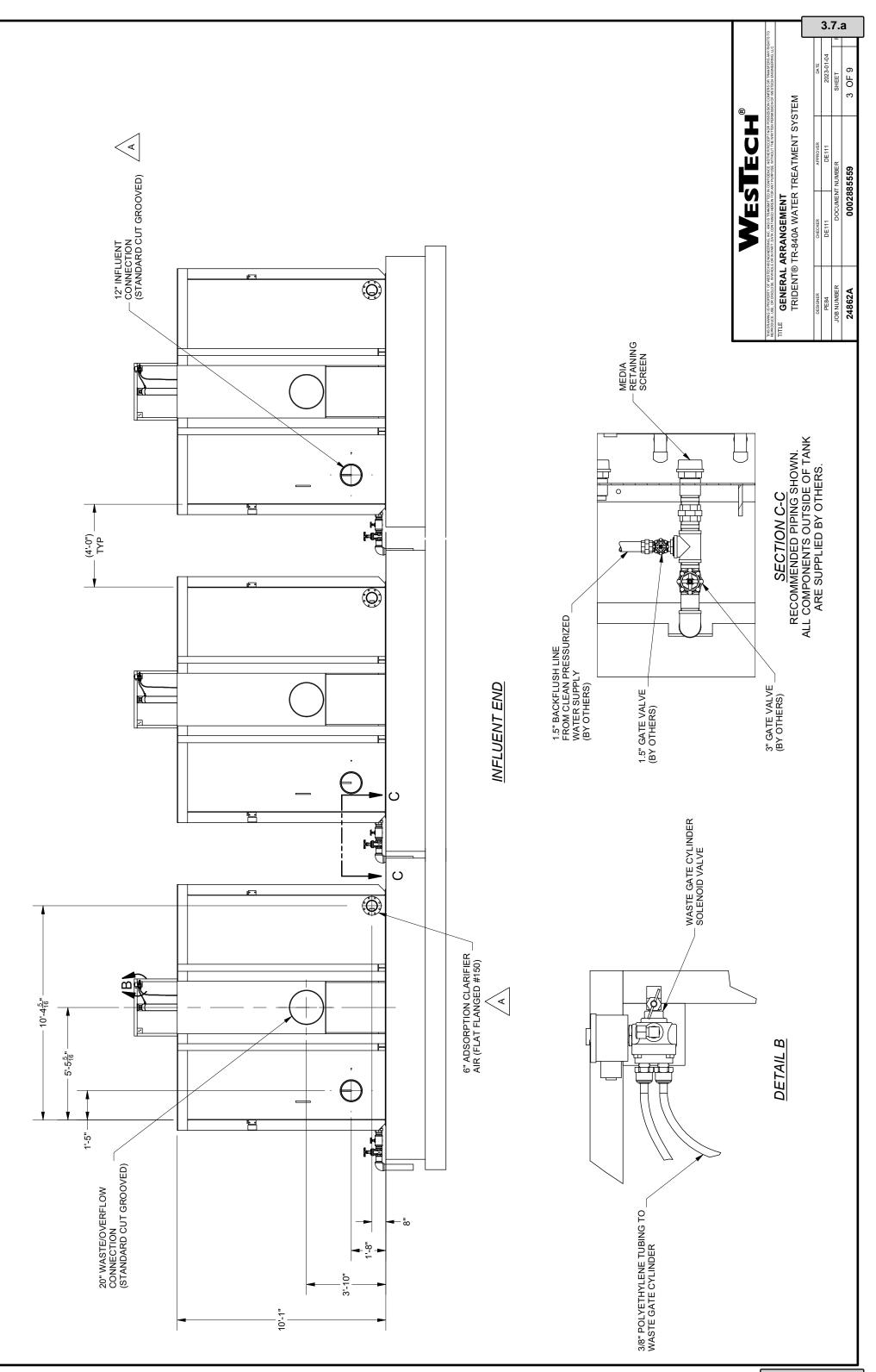
- MODIFICATIONS, ADDITIONS OR CORRECTIONS TO THE AP BY WESTECH, UNLESS A CHANGE ORDER IS ISSUED AND / 7.
- ROTATING EQUIPMENT IS DESIGNED TO OPERATE ONLY IN RESPONSIBLE FOR DAMAGE IF OPERATED IN THE OPPOSIT œ.
- WESTECH DOES NOT FURNISH CONCRETE, GROUT, CONCF SUPPORTS OR FITTINGS, WALL BRACKETS, ELECTRICAL W ERECTION, INSTALLATION, FIELD ASSEMBLY, SHIMMING M PAINT, FIELD WELDING OR WELD ROD, WATER FOR TESTIN UNLESS SPECIFICALLY NOTED. <u>о</u>
- 10. SHOP SURFACE PREPARATION AND SHOP PAINTING OF PR A MINIMAL PROTECTION FROM TIME OF APPLICATION PER WESTECH DOES NOT GUARANTEE CONDITION OF PREPAR THE SHOP. CUSTOMER SHOP INSPECTION OF PAINTED ITE FIELD SURFACE PREPARATION, FIELD PAINT, TOUCH-UP, A BY WESTECH. RESPONSIBILITY FOR COMPATIBILITY OF SH
- 11. DOCUMENTS DEFINING WESTECH SUPPLIED SURFACE SPECIFICATIONS ARE SUBMITTED WITH THE GENERAL COATING DATA SHEET(S) AND/OR A STAINLESS-STEE
- 12. WHERE APPLICABLE, ANCHOR BOLT DETAILS ARE SHOWN ( CONFORM TO ONE OR MORE OF THE FOLLOWING SPECIFIC
  CARBON STEEL HEADED OR ALL-THREAD ROD ASTM F
  STAINLESS STEEL HEADED OR ALL-THREAD ROD ASTM
  ADHESIVE ANCHORS SHALL MEET THE REQUIREMENTS
  ICC/FS REPORT
- - **ICC/ES REPORT**
- WEDGE ANCHORS SHALL HAVE A PUBLISHED ICC/ES RE
- 13. MATERIALS AND COATINGS OF FASTENERS ARE IDENTIFIEI DRAWINGS. BOLTS SHALL CONFORM TO ONE OR MORE OF DIMENSIONS PER ASME B18.2.1 AND B18.2.2:
- CARBON STEEL ASTM F3125, GRADE A325, GRADE
- STAINLESS STEEL AISI TYPE 304 OR 316 STAINLESS STEEL ASTM F593/F593M (GENERAL PURPC STAINLESS STEEL ASTM A193 GRADE B8 (304), GRADE

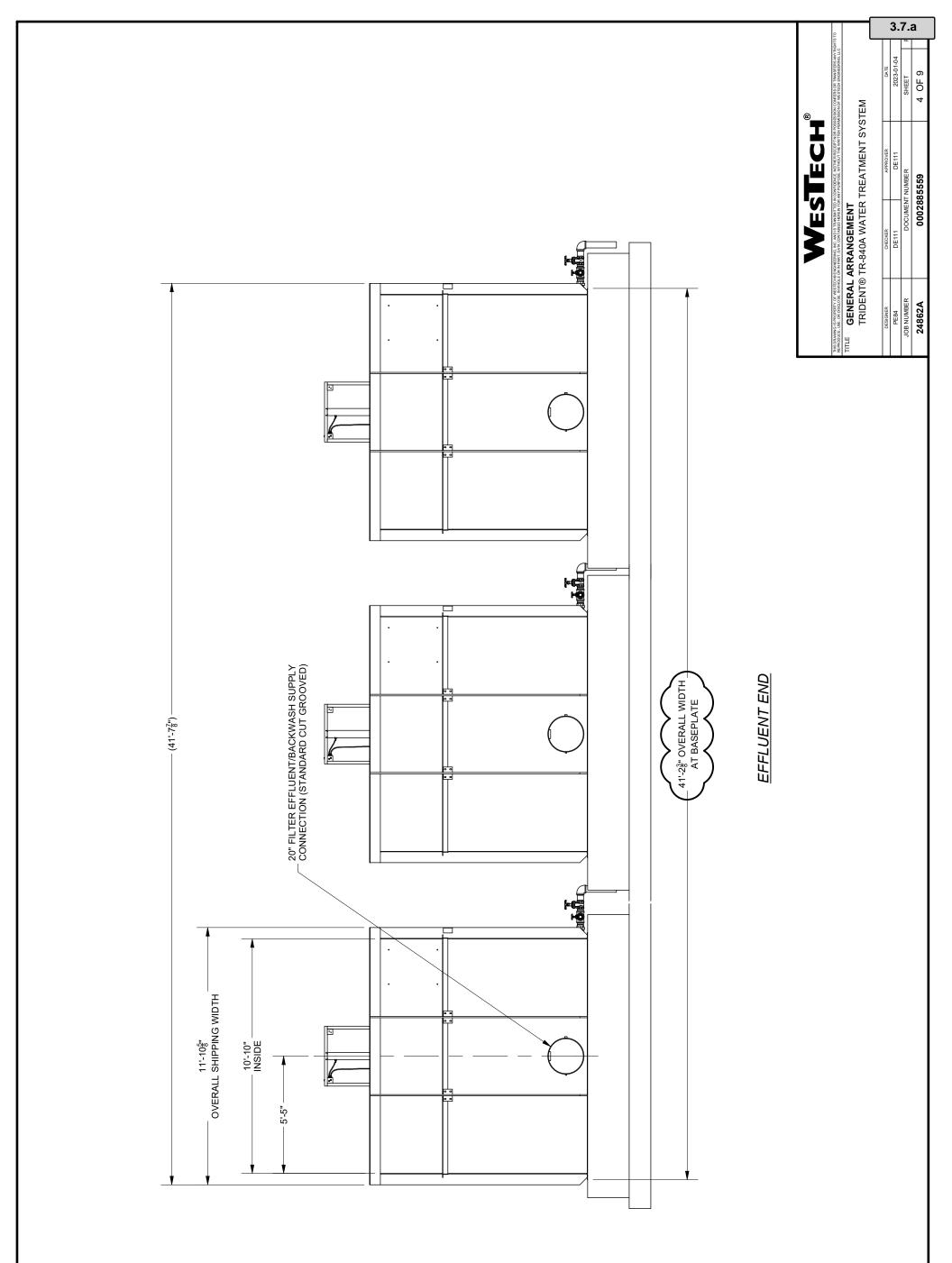


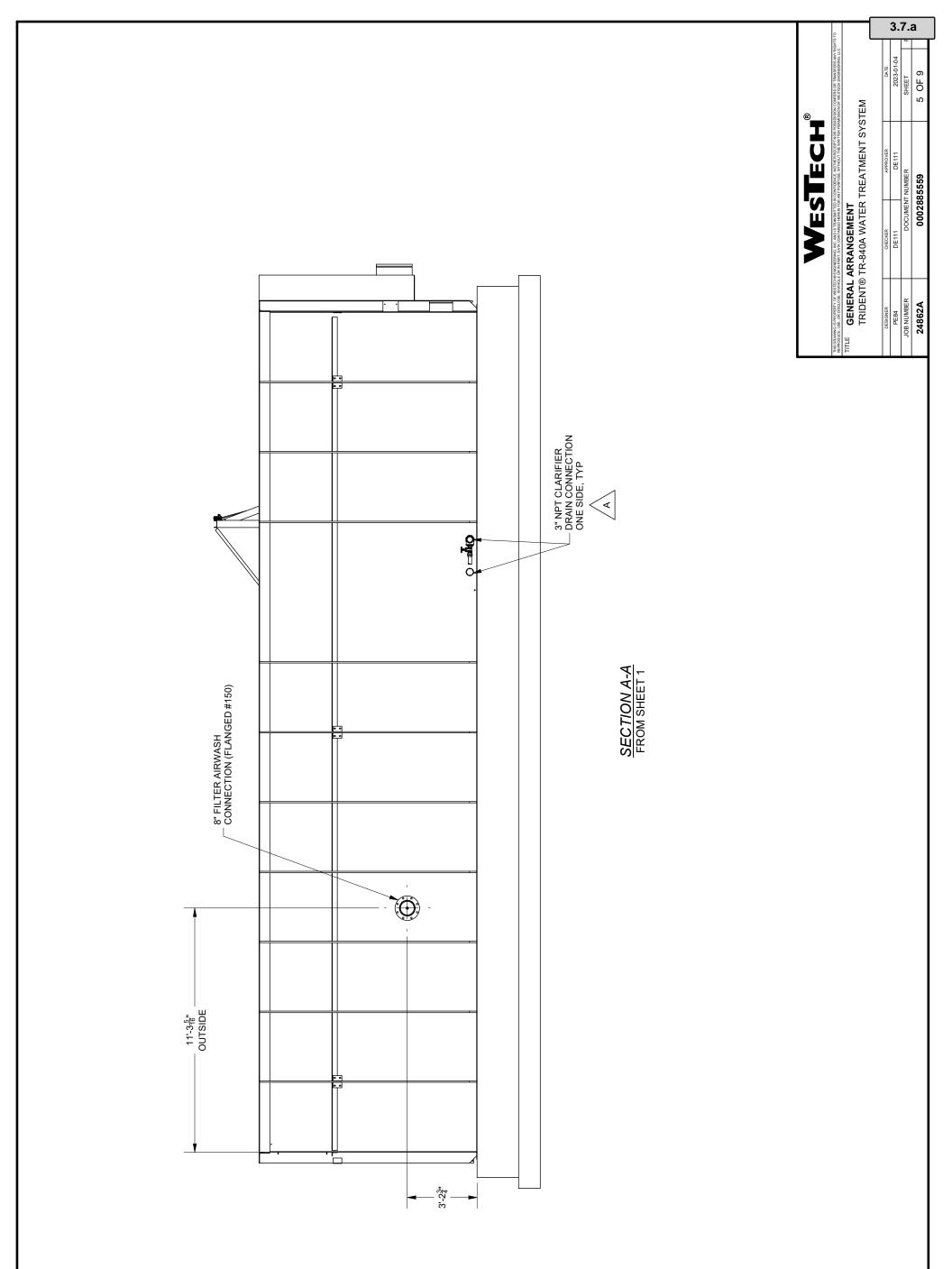
Packet Pg. 104

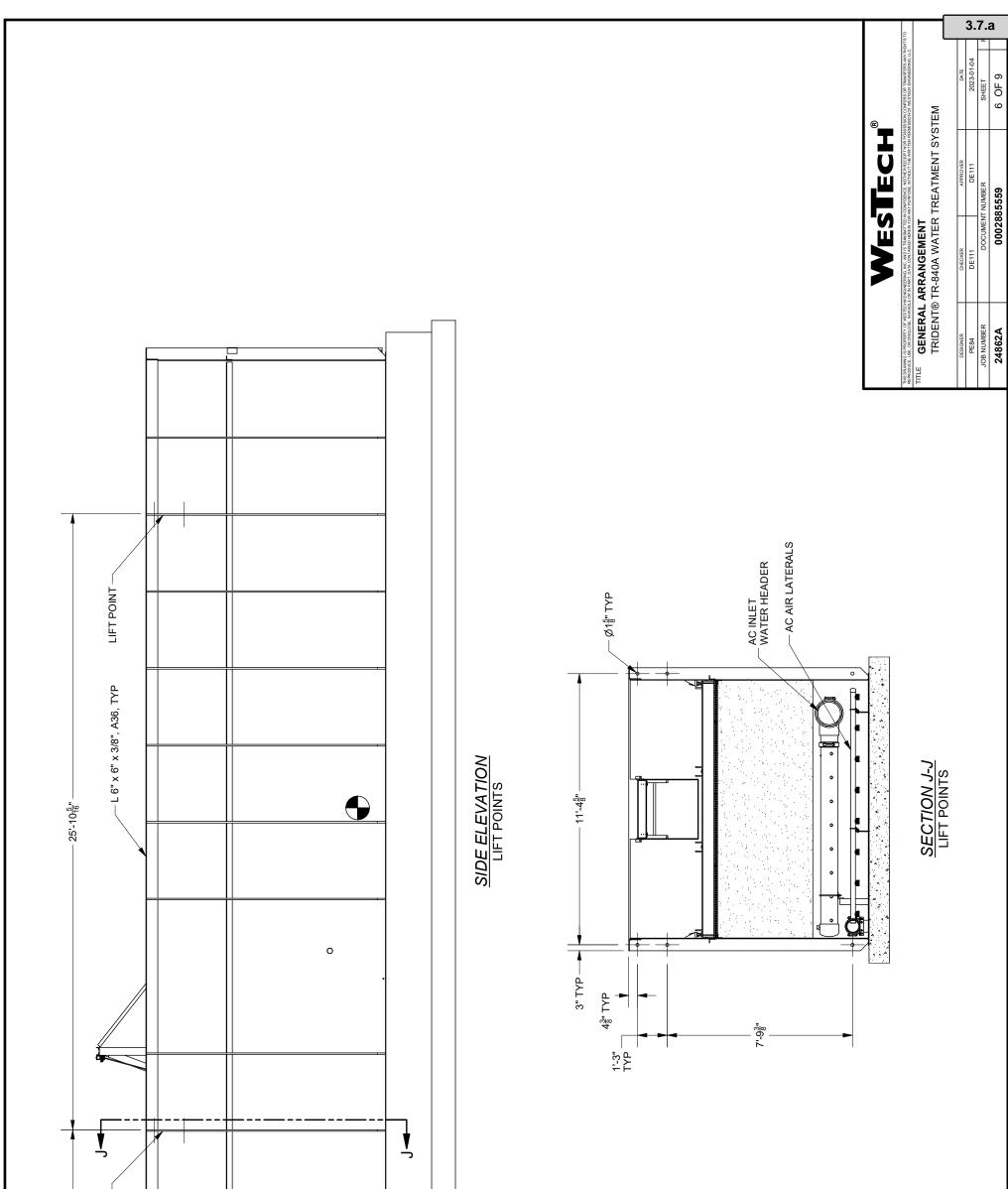


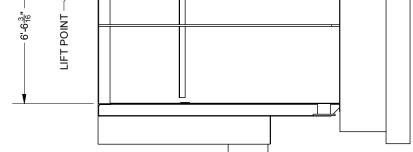
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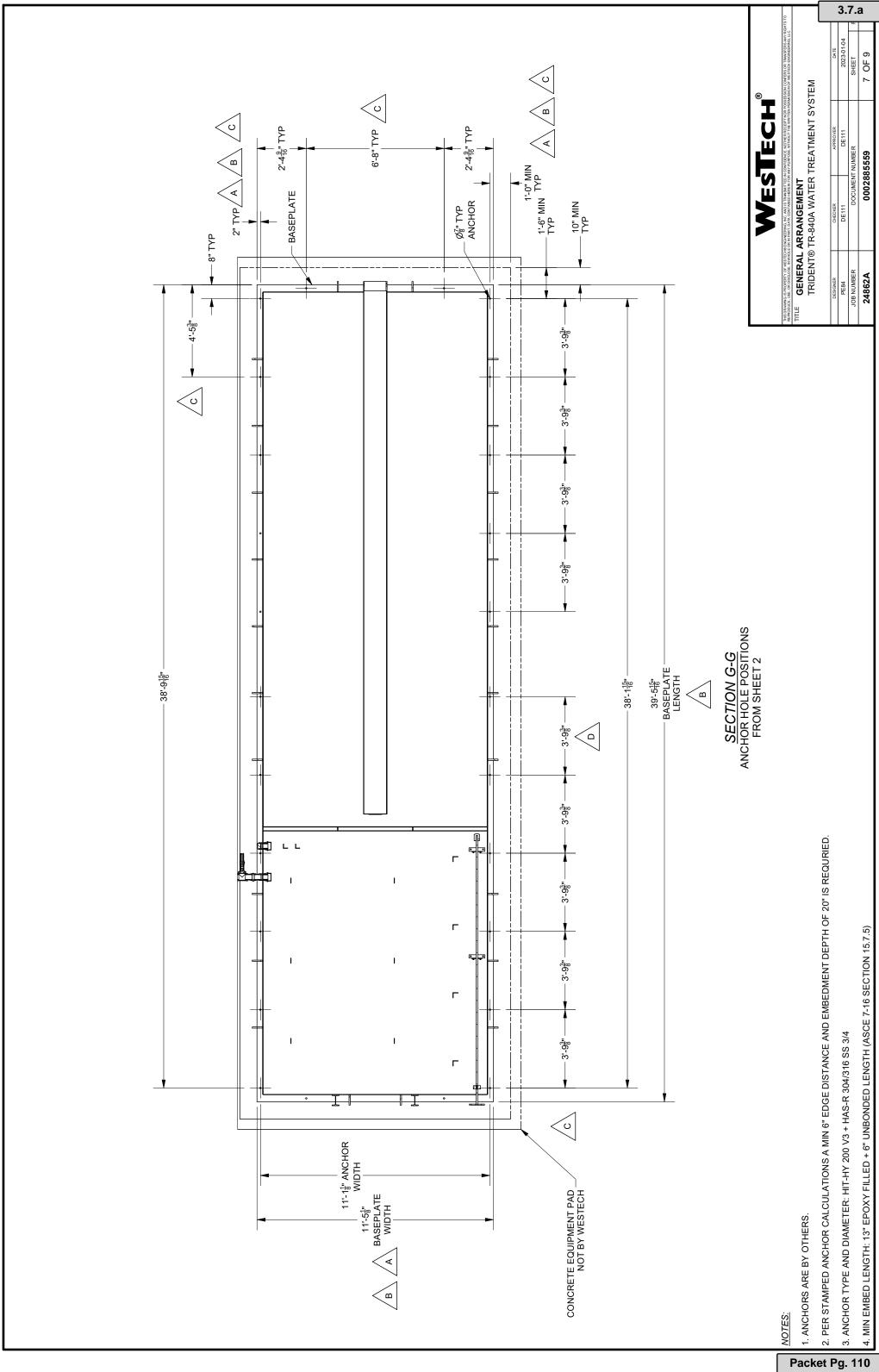


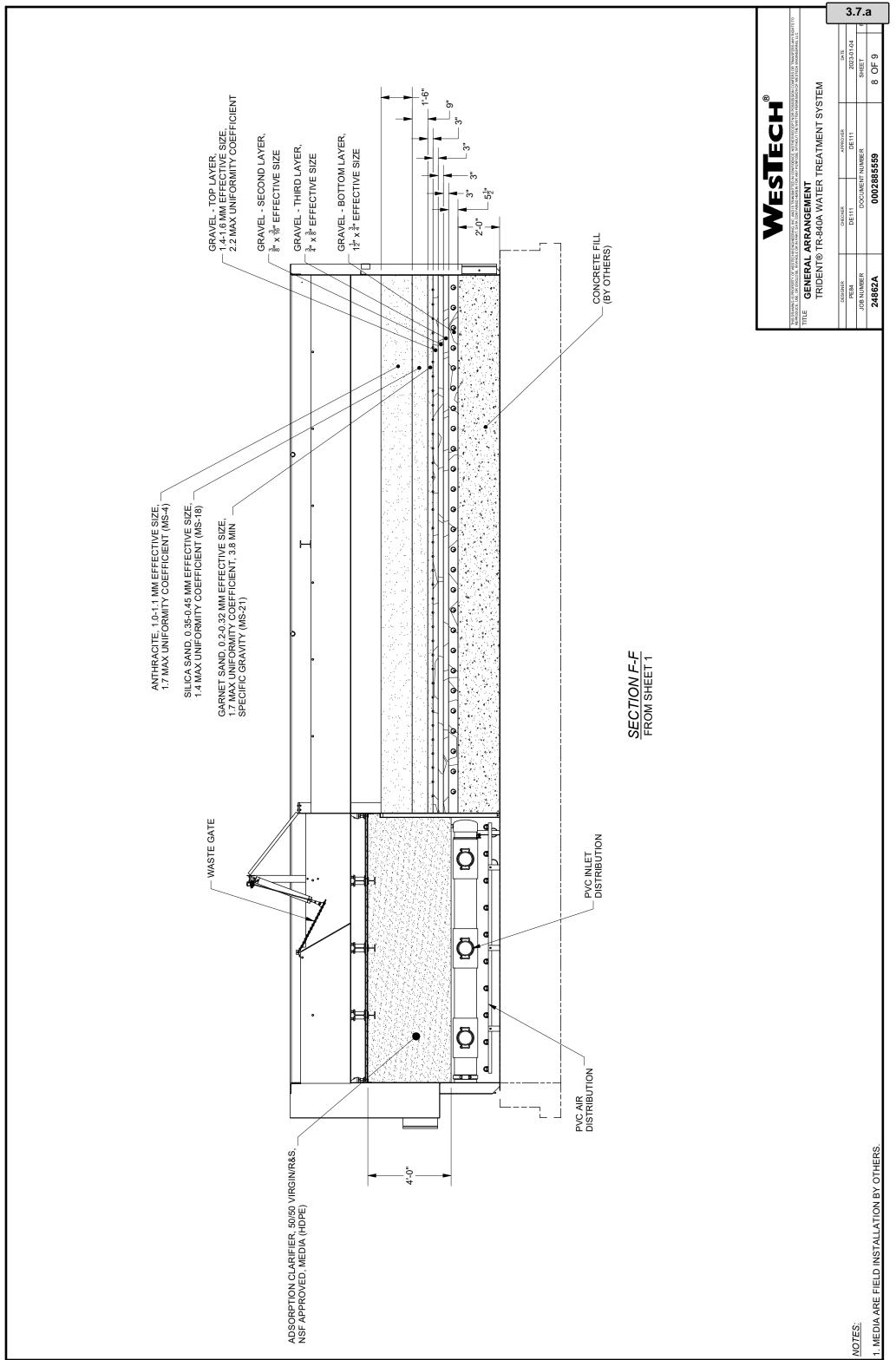












												<b>PERFECTOR</b> THE DRAWED IS PROPERTY OF WESTER/HEIDARD EACH AND STRANGTINES AND	REROLICE LOS ON DISCOSE, INVINCIE ON NANT, DAN CONTANEL HEREN FOR ANY PLIPPOSE, MITHOLITHE WANTEN FRAMISSON OF MESTECH PROMEERING. LLC TITLE GENERAL ARRANGEMENT TRUDIENTIO: TP_84/DA_UATEP_TPEATMENT_SVEETEM	DATE	PE84         DE111         DE111         2023-01-04           JOB NUMBER         DOCUMENT NUMBER         SHEET         F	0002885559 9 OF 9	
	EQUIPMENT LIST. ADDITIONAL PIPING, PIPE SUPPORTS, AND CONNECTION FITTINGS ARE NOT INCLUDED WITH STANDARD UNIT. MAJOR HE INSTALLING CONTRACTOR.	CONSULTING ENGINEER.	ECIFICATION SHEETS, TECHNICAL DATA SHEET, FLOW SCHEMATIC, ELECTRICAL DIAGRAM AND ELECTRICAL SCHEMATIC. ARRANGEMENT	WASH LINES AND FURNISHED BY OTHERS (NOT SHOWN ON DRAWING). E MAINTAIN THE PRE-SET FLOW TO EACH UNIT. INFLUENT FLOW SET POINT MAY BE SET BY THE PLANT OPERATOR USING THE OIT	FILTER-TO-WASTE MODULATING VALVES TO MAINTAIN CONSTANT FILTER LEVEL. 1 CYCLE WITH RETURN TO OPERATING SERVICE, INITIATED BY TIME CLOCK, HIGH HEADLOSS, OR MANUAL PUSHBUTTON.	BY THE CUSTOMER AND INSTALLED IN THE FINISHED WATER STORAGE TANK FOR THE AUTOMATIC OPERATION OF THE TRIDENT UNITS. WILL START THE UNITS AND ONE LOW LEVEL SWITCH WILL SERVE AS A MINIMUM LEVEL TO ENABLE THE BACKWASH PROCESS.	D BE INSTALLED WITH SUFFICIENT VOLUME BETWEEN THEM TO PREVENT EXCESSIVE CYCLING OF THE TRIDENT UNITS.	WHERE THE MINIMUM VOLUME IN THE BACKWASH SUPPLY TANK IS ADEQUATE TO PROVIDE A BACKWASH WITHOUT PULLING AIR INTO THE .D BE CONSIDERED WHEN CALCULATING THE MINIMUM BACKWASH VOLUME OR LEVEL IN THE TANK.	DF THE BACKWASH SUPPLY LINE TO VENT ACCUMULATED AIR. THE VALVE(S) ARE TO BE SIZED TO ALLOW THE COMPLETE VOLUME OF THE DS WITH DIFFERENTIAL OF APPROXIMATELY 10 PSIG, AND BE CAPABLE OF CONTINUOUSLY VENTING ACCUMULATED AIR. FOR SEPARATE "TURBINE AIR VALVE" IS REQUIRED TO VENT THE AIR CONTENTS OF THE PUMP COLUMN WITHOUT LETTING THE AIR INTO THE	TROL OPTIONS. THER'S WRITTEN RECOMMENDATIONS CONFIRMED BY THE CONSULTING ENGINEER	LUENT FLOW MUST BE 20 FEET MINIMUM AT THE TANK CONNECTION. FOR INFLUENT PRESSURE OVER 30 FEET OF HEAD, CONTACT	GIVE FREE DISCHARGE WITH AN AIRBREAK, FOR MAXIMUM WASTE FLOW.	WATER LEVEL AND BELOW THE TOP OF THE TANK. THIS ALLOWS IT TO ACT AS AN EMERGENCY OVERFLOW.	CUT GROOVED STYLE FLEXIBLE COUPLINGS, WITH THE EXCEPTION OF AIR CONNECTIONS. COUPLINGS AND/OR FLANGE ADAPTERS ARE	IC YARDS OF FILL CONCRETE IN FILTER AREA.		

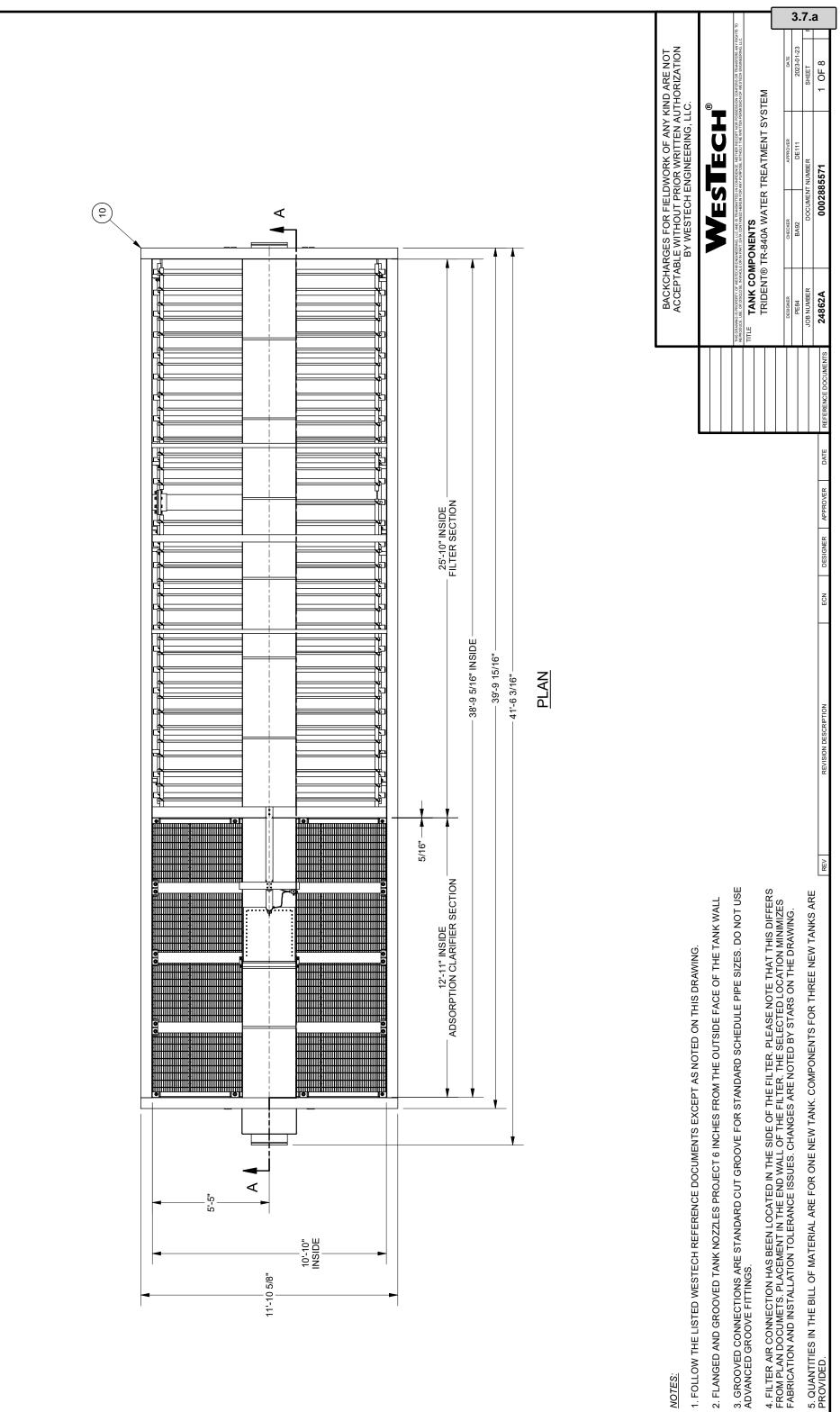
9. THREE LEVEL SWITCHES WITH DRY CONTACTS SHOULD BE PROVIDED BY ONE HIGH LEVEL SWITCH WULL STOP THE UNITS, ONE MID LEVEL SWITCH W THE LOW LEVEL BACKWASH ENABLE SWITCH SHOULD BE INSTALLED WI BACKWASH SUPPLY PUMP. THE MAXIMUM WATER TEMPERATURE SHOULD
 AN AIR RELEASE VALVE (BY OTHERS) IS REQUIRED AT HIGH POINTS OF BACKWASH LINE FROM SOURCE TO FILTER, TO BE VENTED IN 20 SECONDS INSTALLATIONS UTILIZING VERTICAL TURBINE OR "CAN-TYPE" PUMPS, A SEI BACKWASH PIPING. CUBIC 6. AUTOMATIC RATE OF FLOW CONTROL LOOPS ON EACH INFLUENT LINE M INFLUENT FLOW CONTROL IS INTERLOCKED WITH FLUSH AND BACKWASH ( 7. FILTER LIQUID LEVEL CONTROLLERS OPERATE FILTER EFFLUENT AND FI TO GIV 1. EQUIPMENT FURNISHED BY WESTECH IS DESCRIBED IN A SEPARATE EQ EQUIPMENT AND COMPONENTS TO BE INSTALLED AT THE JOBSITE BY THE SPEC 8. CONTROL CIRCUITS PROVIDE FOR AUTOMATIC FLUSH AND BACKWASH C 15. INFLUENT OPERATING PRESSURE REQUIRED FOR CONTROLLING INFLU WESTECH ENGINEERING. OPTIONAL STATIC MIXER WILL REQUIRE ADDITIO 18. TANK CONNECTIONS ARE FURNISHED STANDARD CUT GROOVED FOR ( BY OTHERS. 2. EQUIPMENT CONCRETE PAD DESIGN IS THE RESPONSIBILITY OF THE CC 5. CHECK VALVES OR BACKFLOW PREVENTERS ARE REQUIRED IN BACKW/ 10. THE HIGH LEVEL STOP AND THE MID LEVEL START SWITCHES SHOULD 17. WASTE TROUGH LIP IS POSITIONED ABOVE THE NORMAL OPERATING M 3. DESIGN AND APPLICATION FEATURES ARE DESCRIBED IN TYPICAL SHOWN IS FOR BELOW-GRADE FINISHED WATER STORAGE. 16. WASTE SUMP AND SUMP PIPING (BY CUSTOMER) MUST BE SIZED 19. TRIDENT MODEL TR-840A TANKS REQUIRE APPROXIMATELY 20.7 4. THE STANDARD DESIGN IS FOR INDOOR INSTALLATION. NO TES:

Packet Pg. 112

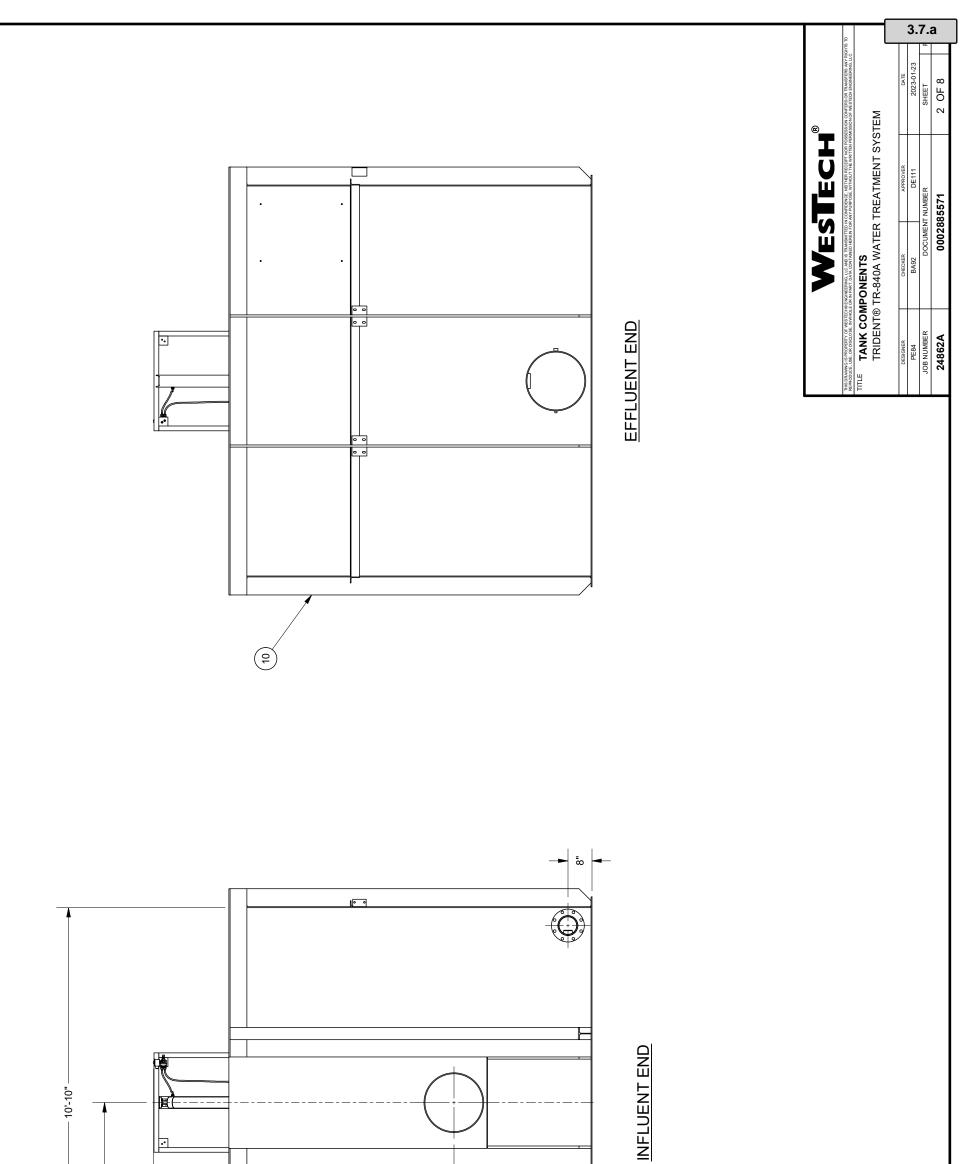
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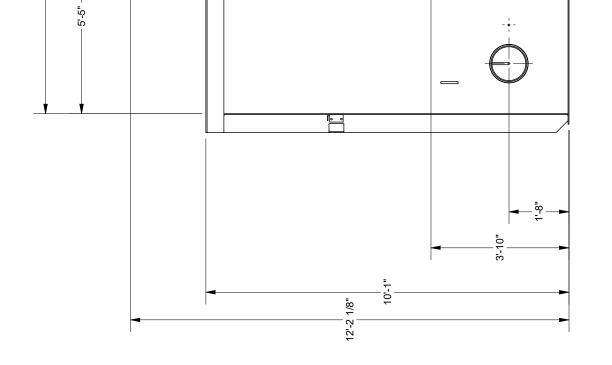
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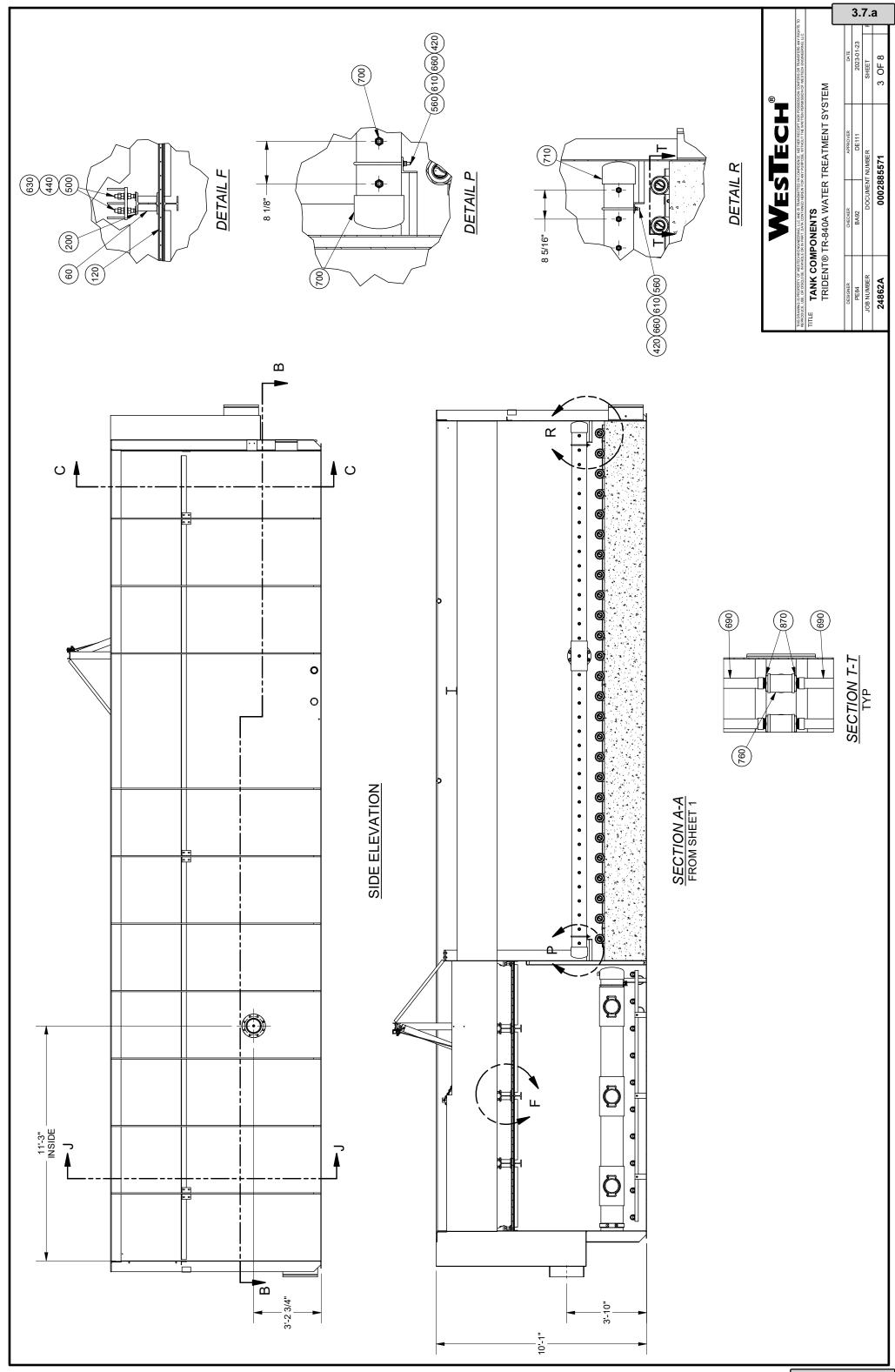


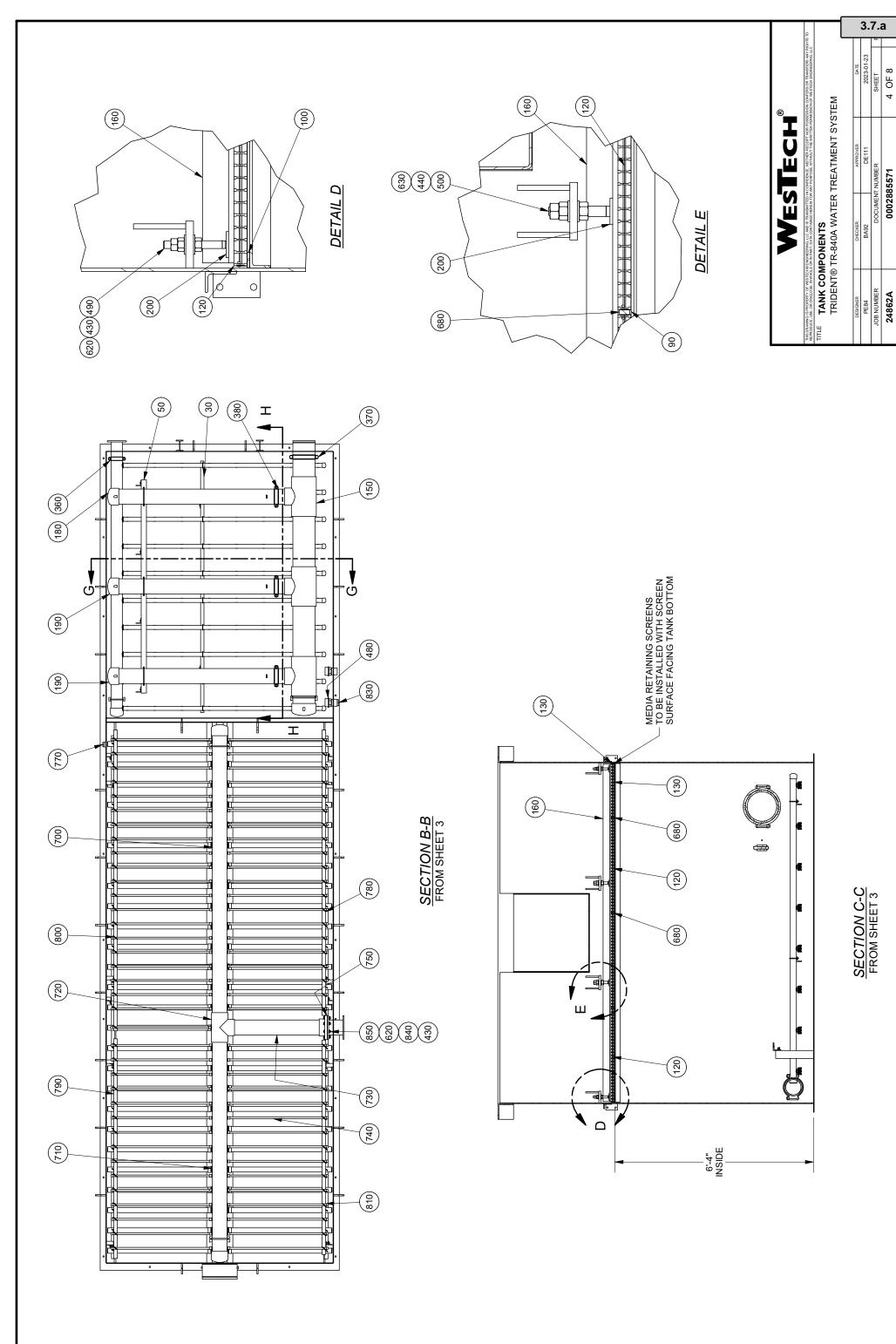
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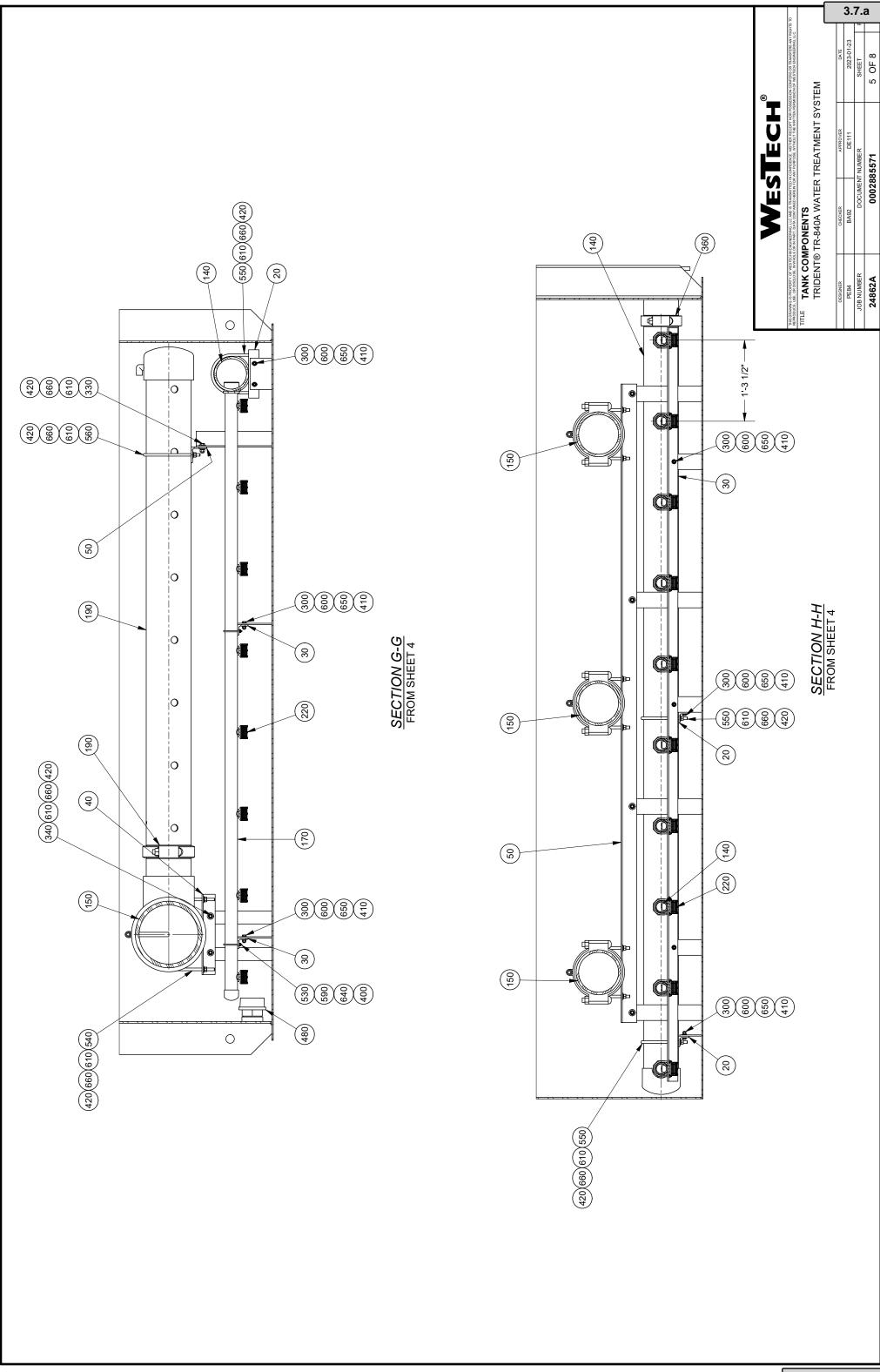


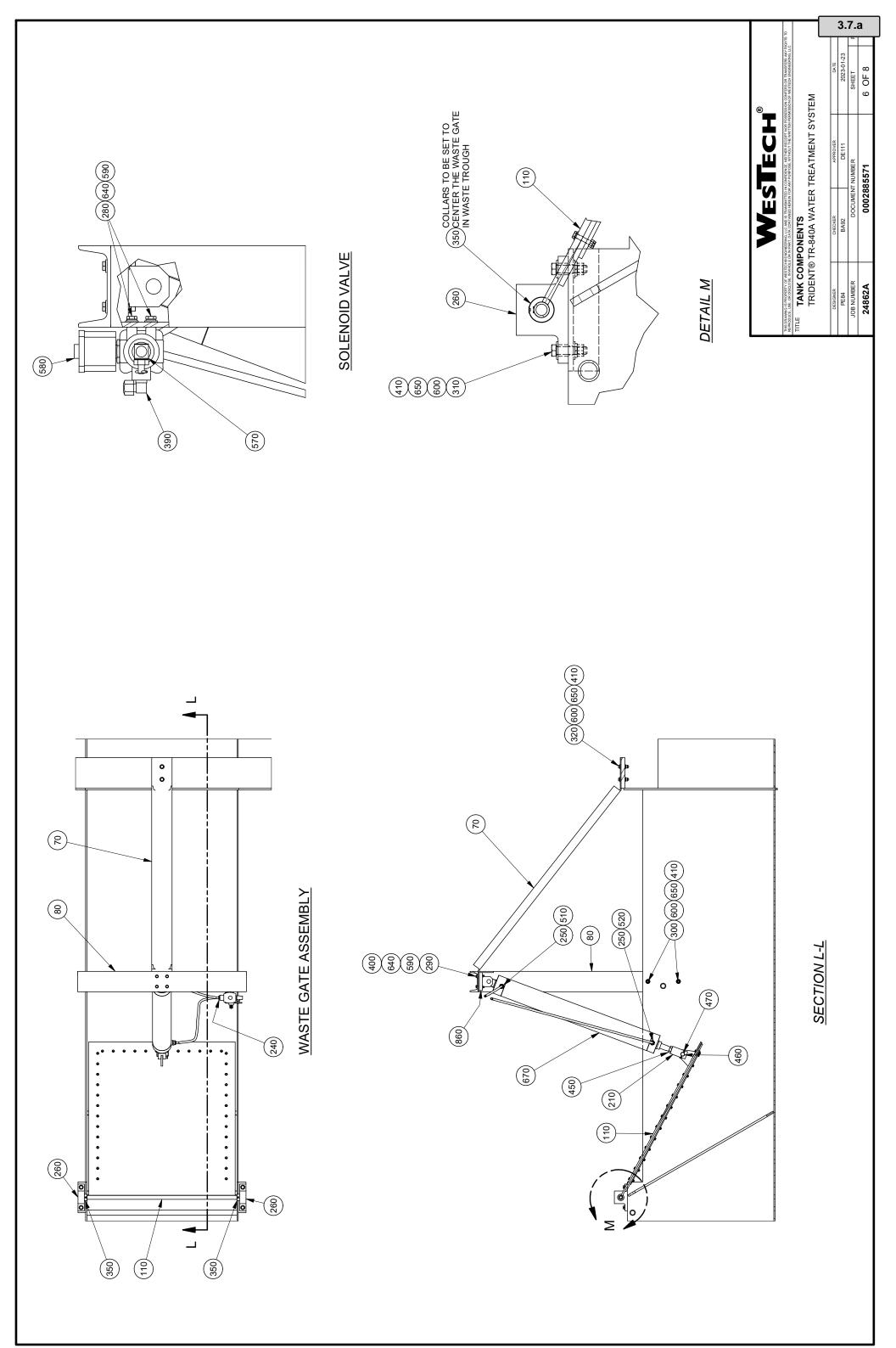
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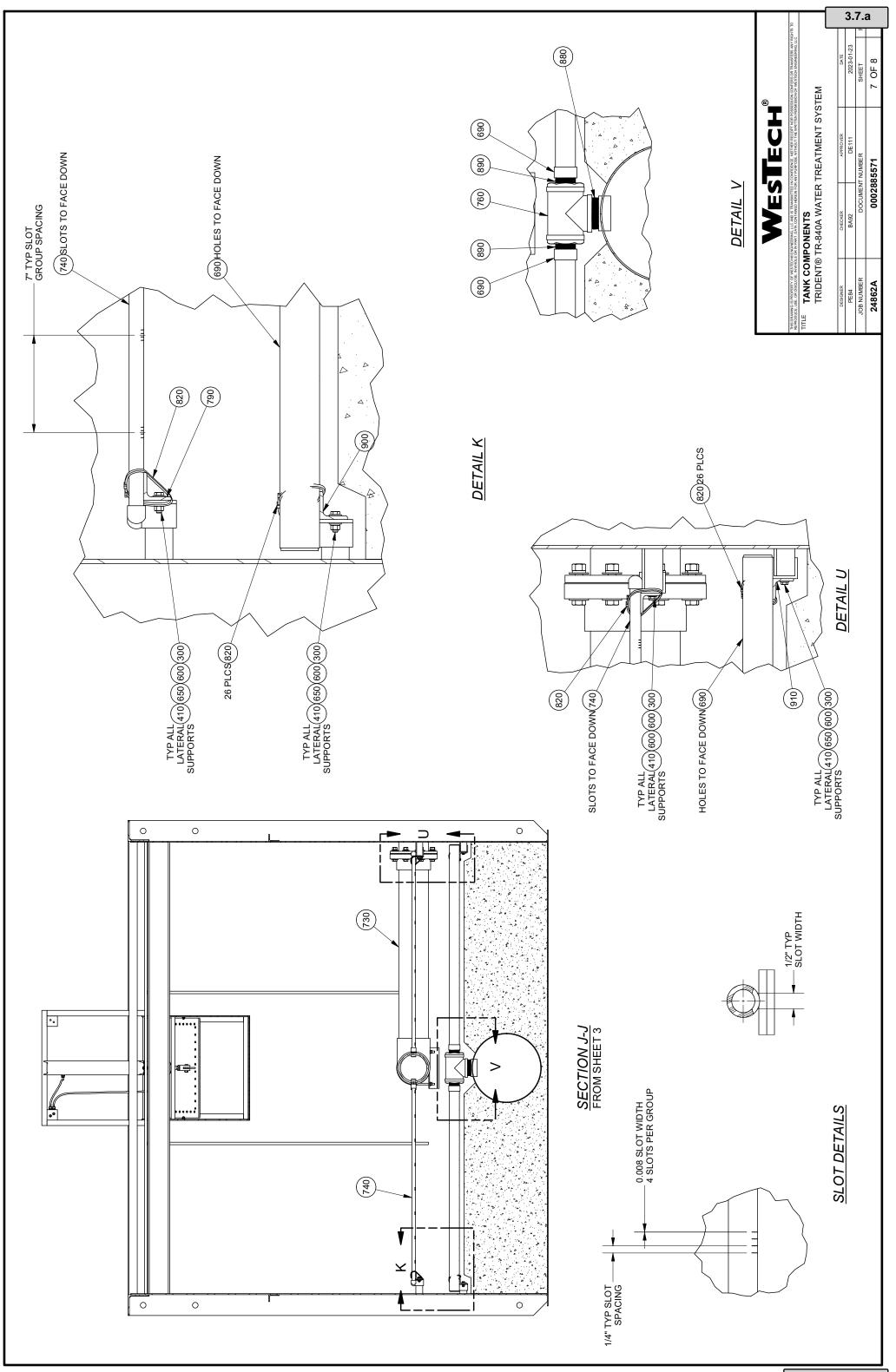






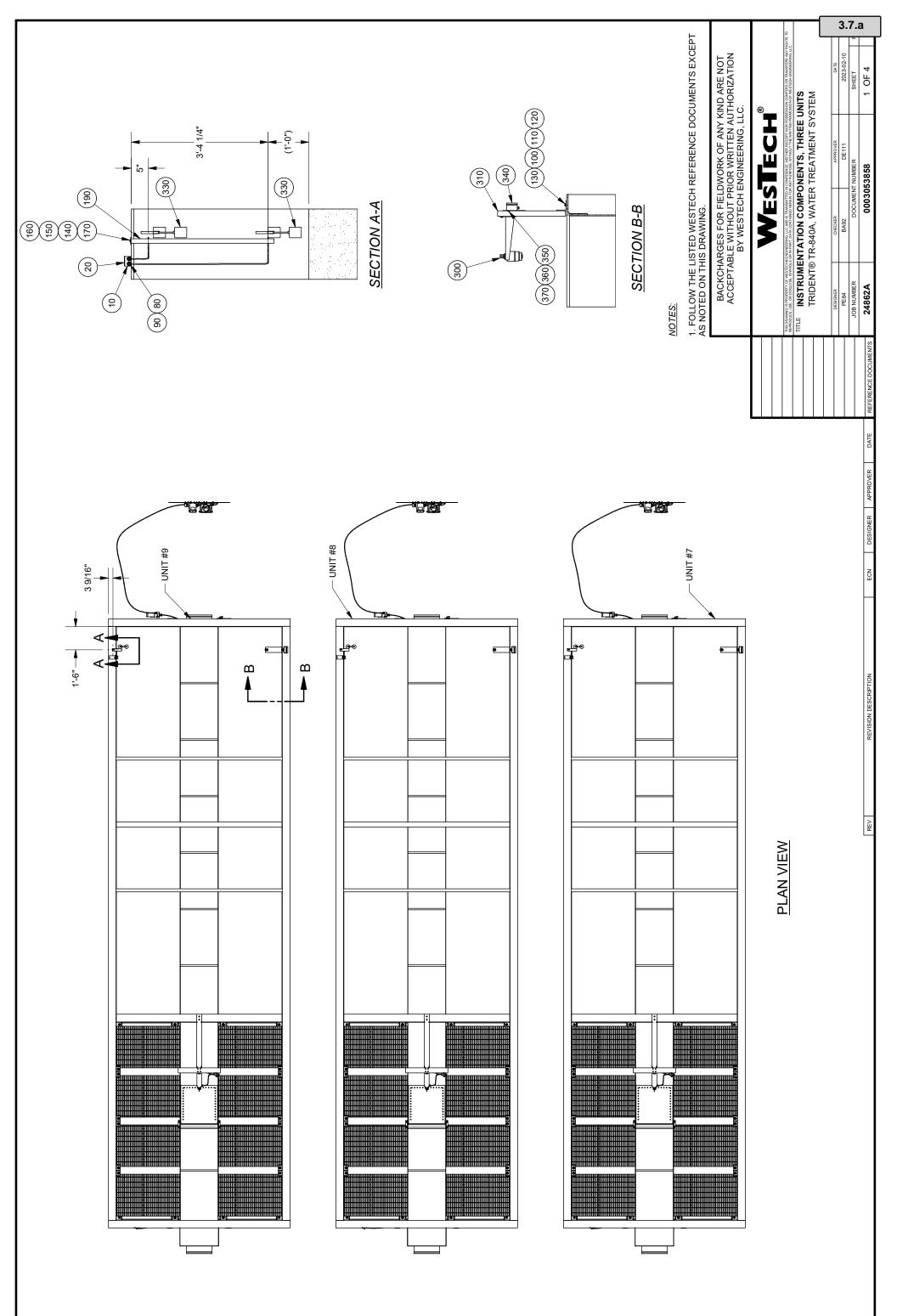


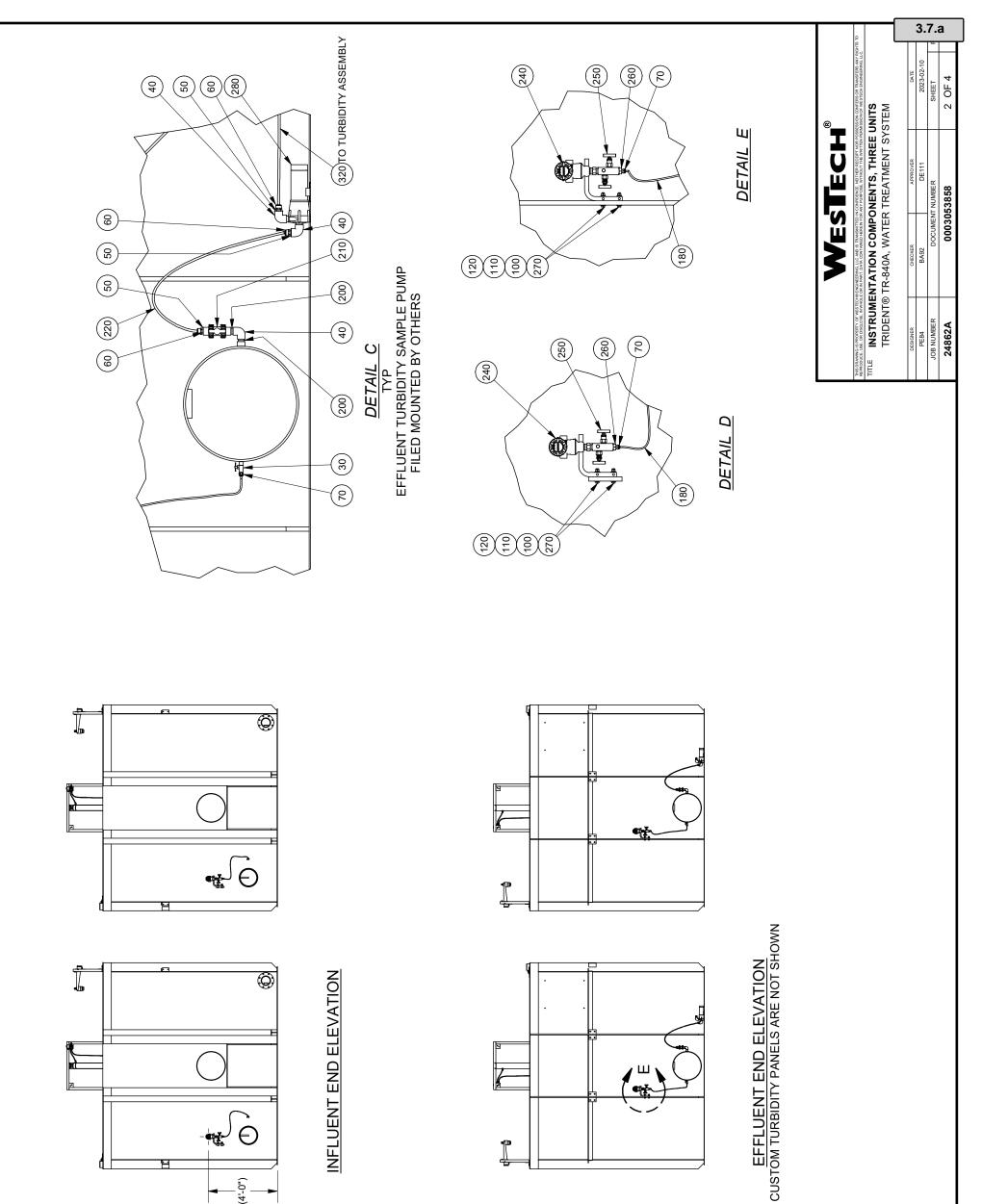


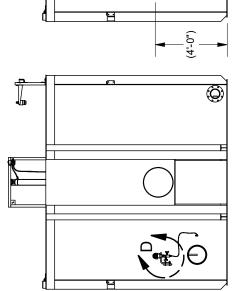


			BILL OF MATERIAL				╞				BILL OF MATERIAL				ſ
PIECE	UNIT QTY	PART NO	DESCRIPTION	MATERIAL	LENGTH	WIDTH	TOTAL WT, LB		UNIT QTY P/		DESCRIPTION	MATERIAL	LENGTH	WIDTH	TOTAL WT, LB
10	۲	0002885518	TANK FABRICATION, TRIDENT® TR-840 WATER TREATMENT SYSTEM	STL			30806.0	510		2-48809 T	TUBE, EXTRUDE, 0.375 OD x 0.0625 WALL x 60, WHITE, SEMI-CI FAR FOOD GRADF	ЪЕ			0.0
20	2	1-12729	ANGLE, SUPPORT, AC AIR DIST HEADER, TR-840A	304-304L			5.0	520	1	2-48809 T	TUBE, EXTRUDE, 0.375 OD x 0.0625 WALL x 60, WHITE,	ΒE			0.1
30	2	1-12277	ANGLE, SUPPORT, AC AIR DIST LATERAL, TR-840A	304-304L			79.0	0			SEMI-CLEAR, FOOD GRADE				
40		1-12/28	ANGLE, SUPPORT, AC INFLUENT HEADER, IR-840A ANGLE SUIDDORT AC INFLUENT LATERAL TR-840A	304-304L 304-304L			5.3 F0.8	530		2-11153 L	U-BULT, KNU BEND, 0.25-20UNC X 2 PIPE SIZE X 3.25 LG TLROT T PND REND 0 5-1311NC ~ 12 PIDE SIZE ~ 15 251 G	304			2:4
8 0	- r	1-12281	BEAM. MEDIA RETAINER. HOLD DOWN. TR-840	STL			825.2	550			0-500L1, NNU BEND, 0.5-13UNC x 6 PIPE SIZE x 13-23 CG	304			2.4
70	-	1-10212	BRACE, WASTE GATE FRAME, TR-840A	A36			22.9	560	5		U-BOLT, RND BEND, 0.5-13UNC x 8 PIPE SIZE x 10.375 LG	304			7.5
80	-	1-9703	FRAME, SUPPORT, WASTE GATE CYLINDER, TR-840A	A36			54.0	570		2-10656 V	VALVE, NEEDLE, 0.25 FNPT x 0.25 MNPT	BRS			0.2
06	2	1-48421	GASKET, MEDIA RETAINER, 0.25 x 1.5 x 130	NPRN			3.3	580			VALVE, SOLENOID, NC, 0.25 x FNPT, 120VAC, 60HZ	BRASS			2.4
100	2	1-48422	GASKET, MEDIA RETAINER, 0.25 x 1.5 x 152	NPRN			3.8	590			WSHR, FLAT, 0.25	304			0.2
110	-	1-9707	GATE, WASTE, ASSEMBLY, TR-840A	304-304L			96.2	600			WSHR, FLAT, 0.375	304			0.8
120	e	1-12279	GRATING, AC MEDIA RETAINER A, TR-840A	SST-AL			367.8	610			WSHR, FLAT, 0.5	304			0.9
130	-	1-12280	GRATING, AC MEDIA RETAINER B, TR-840A	SST-AL			70.6	620	24		WSHR, FLAT, 0.75	304			2.1
140	1	1-12284	HEADER, AIR DISTRIBUTION, AC, TR-840A	PVC			67.1	630			WSHR, FLAT, 1	304			3.4
150	-	1-13068	HEADER, INFLUENT, AC, TR-840A, TANK B	PVC			329.7	640		2-5415 V	WSHR, LOCK, MDM SPLIT, 0.25	304			0.1
160	2	0003532637	L 3 x 3 x 0.5 x 129				202.1	650		2-5433 V	WSHR, LOCK, MDM SPLIT, 0.375	304			0.2
170	10	1-12275	LATERAL, AIR DISTRIBUTION, AC, TR-840A	PVC			92.7	660	22	2-5434 V	WSHR, LOCK, MDM SPLIT, 0.5	304			0.3
180	-	1-12282	LATERAL, INFLUENT, AC, TR-840A, STYLE A	PVC			69.1	670			CYL, PNEU, 3.25 BORE, 29 STRK, DBL ACT, PIVOT MNT	304			22.2
190	2	1-12283	LATERAL, INFLUENT, AC, TR-840A, STYLE B	PVC			138.3	680	e	2-8022	GASKET, STRIP, 0.5 THK x 1.0 WIDE, 1 SIDE(S) SKINNED, WITH	NPRN	154		7.8
200	20	1-10213	PL 0.25 x 2.5 x 2.5	304			9.0			~	ADHESIVE ON 1 SIDE(S)				
210	-	1-9696	ROD CLEVIS, FABRICATED, 0.75-16UNF ROD, 3.125 LG, 0.75 PIN	304-304L			1.5	690	52 000	_	EFFLUENT LATERAL PIPE ASSEMBLY				978.8
220	80	2-11030	STRAINER, MEDIA RETAINING, 0.75 MNPT, 640 STYLE	ABS-SST			11.9	700	1 000	0002890191 F	FILTER AIR HEADER PIPE ASSEMBLY				119.9
230	-	2-10985	ADHESIVE, MULTIPURPOSE, 24FL OZ AEROSOL, CLEAR	I			1.1	710	1 000		FILTER AIR HEADER PIPE ASSEMBLY SHORT				93.9
240	2	2-11227	ADPTR, TUBE, RDCG, 150LB, 0.375 PUSH x 0.25 MPTF	ACETAL			0.0	720			TEE, SCH 40, 6 SOC				14.4
250	2	2-11228	ADPTR, TUBE, RDCG, 150LB, 0.375 PUSH x 0.5 MPTF	ACETAL			0.1	730			FILTER AIR HEADER PIPE				45.4
260	2	1-28893	BEARING, PLBLK, 0.75 SHAFT, 2 MOUNTING HOLES, SOLID	UHMWPE			0.6	740		93	LATERAL, SLOTTED, 41 LONG ASSEMBLY				30.8
			HOUSING					750			GSKT, FLG, FULL FACE, 150LB, 8, 0.125 THK	NPRN			0.3
280	2	2-6318	CAP SCR, HEX, 0.25-20UNC x 0.5, FULL THREAD	304			0.0	760			TEE, 150LB, 4 FNPT	316			339.9
290	4	2-6323	CAP SCR, HEX, 0.25-20UNC × 1.25	304			0.1	770			PLUG, PIPE, HEX HEAD, SOLID, 2 MNPT, BLK	A105			2.2
300	28	2-6354	CAP SCR, HEX, 0.375-16UNC x 1.25	304			1.6	780			LATERAL SUPPORT ANGLE RIGHT LONG				45.0
310	4	2-6355	CAP SCR, HEX, 0.375-16UNC x 1.5	304			0.3	790	1 000	_	LATERAL SUPPORT ANGLE LEFT				34.6
320	2	2-6356	CAP SCR, HEX, 0.375-16UNC x 1.75	304			0.1	800	_		LATERAL SUPPORT ANGLE RIGHT				47.4
330	4	2-6370	CAP SCR, HEX, 0.5-13UNC x 1.5	304			0.5			6	LATERAL SUPPORT ANGLE LEFT SHORT				33.8
340	2	2-6371	CAP SCR, HEX, 0.5-13UNC x 1.75	304			0.3				CABLE TIE, 11 LG, 0.18 WD, STANDARD, LOCKING	304			1.2
350	7 7	2-3809	COLLAR, SHAFT, SET SCREW, SOLID, 0.75	303			0.3	830		2-25625 P	PLUG, PIPE, HEX HEAD, SOLID, 3 MNPT, BLK	A105			5.5
370		2-32679	CPLG, FIFE, FLEX, 0 GNV	316			6.11 A AC	040 850	ο α		VOTIN, LOON, MUM STELL, U.73 CAP SCR HEY 0 75-101 NO × 3.5	304			0.0 7 A
380	· m	2-32670		316			55.5	860			BRACKET. CLEVIS. 0.75 PIN DIA	SST			3.3
390	-	2-7071	ELBOW, RDCG, 90 DEG, 3000LB, 0.375 CPRSN x 0.25 MNPT	BRS			0.1	870			BUSHING, PIPE, OUTSIDE HEX, 150LB, 4 MNPT x 2.5 FNPT	316			88.4
400	44	2-5882	NUT, HEX, 0.25-20UNC	304			0.4	880			NIPPLE, PIPE, PLAIN, TBE, NPT, SCH 40, 4 × CLOSE, N/A	CHANGE ME			67.6
410	34	2-5887	NUT, HEX, 0.375-16UNC	304			0.6	890	52 2	2-56800 N	NIPPLE, PIPE, PLAIN, TBE, NPT, SCH 40S, 2.5 x 3 LG	316-316L			49.4
420	22	2-5890	NUT, HEX, 0.5-13UNC	304			1.0	006	1 000		EFFLUENT LATERAL SIDE SUPPORT ANGLE				82.4
430	20	2-5895	NUT, HEX, 0.75-10UNC	304			2.8	910	1 000	0003256849 E	EFFLUENT LATERAL SIDE SUPPORT ANGLE, SIDE BACK				82.4
440	48	2-5906	NUT, HEX, 1-8UNC	304			16.0								
450	-	2-5980		304			0.1								
460	+	2-11060	PIN, CLEVIS, FLAT HEAD x HOLE END, 0.75 DIA, 2 LG	304			0.3								
470	-	2-11075	PIN, COTTER, EXT PRONG, CHISEL PT, 0.125 x 1.25	18-8			0.0								
480	- 2	2-10949	STRAINER, SUCTION SCREEN, 3 MNPT, 10 MESH	NYL			1.0								
490	4 4	2-7579	STUD, FULL THD, 0.75-10 UNC x 6	304			3.0								
009	16	2-7580	SIUD, FULL IHD, 1-8 UNC X 6	304			21.6								

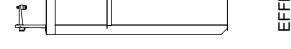
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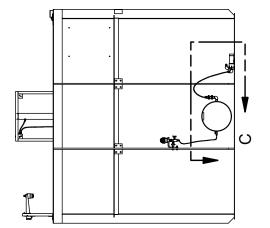


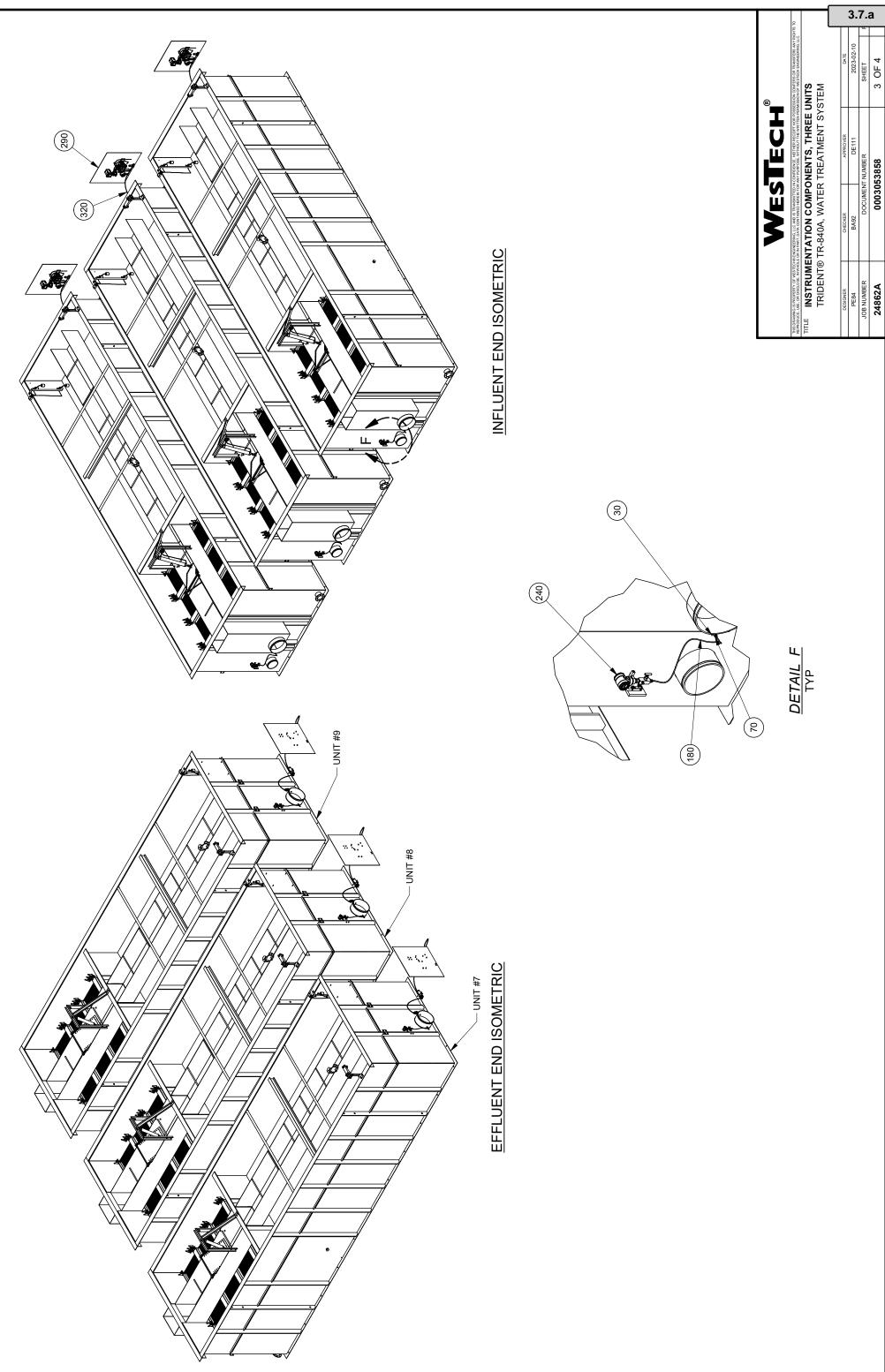




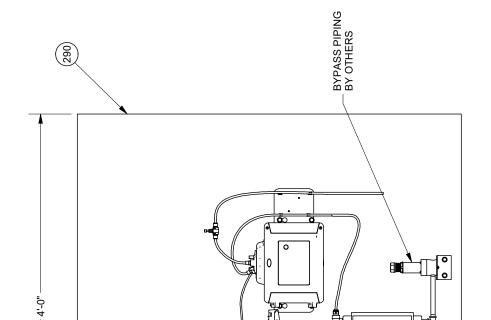








			BILL OF MATERIAL				
PIECE		PART NO	DESCRIPTION BOV ELEC 1 CANG 1 HILB OF HILB SIZE 17 CH IN	MATERIAL	LENGTH	WIDTH	TOTAL WT, LB
50	n m	2-11248	COVER, ELEC 91 04405, 4 1001, 0.3 1000 0425, 17 00 11 COVER, ELEC BOX, BLANK, 1 GANG, BRUSHED ALUM	٩٢			0.0
			FINISH				
30	9	2-10656	VALVE, NEEDLE, 0.25 FNPT × 0.25 MNPT	BRS			1.2
40	6	2-5995	ELBOW, 90 DEG, SCH 80, 0.75 FNPT	PVC			0.0
20	6	2-4088	BUSHING, PIPE, FLUSH, SCH 80, 0.75 MNPT x 0.375 FNPT	PVC			0.3
60	6	2-11221	ADPTR, TUBE, 150LB, 0.375 PUSH x 0.375 MPTF	ACETAL			0.3
20	12	2-11219	ADPTR, TUBE, 150LB, 0.25 PUSH x 0.25 MPTF	ACETAL			0.2
80	9	2-11287	GRIP, CORD, STRAIGHT, 0.5 HUB, 0.125-0.375 CORD	6061			0.4
66	9 0	2-11254	NUT, LOCK, SEALING, 0.5-14NPT, YLW ZINC	STL 221			0.1
100	95	2-5404	WSHR, FLAI, U.375	304			0.4
0110	18	2-5433	WSHR, LOCK, MDM SPLI1, 0.375	304			0.1
120	ه 18	2-5887 2-6366	NUI, HEX, 0.375-16UNC CAD SCD HEY 0.375-16LINC v 1 5	304			0.3
140	10	2-5402	WEAD ELAT 0.363-100NC A 1.3	304			4.0
150	<u>4</u> 6	2-5415	WSHR LOCK MDM SPLIT 0.25	304			
160	9	2-5882	NUT. HEX. 0.25-20UNC	304			0.1
170	9	2-6324	CAP SCR, HEX, 0.25-20UNC x 1.5	304			0.2
180	9	2-48813	TUBE, EXTRUDE, 0.25 OD x 0.040 WALL x 120, WHITE,	PE	66		0.5
			SEMI-CLEAR, FOOD GRADE				
190	3	1-49992	BRACKET, FLOAT SWITCH, 6.25 PJTN x 42 LG	304-304L			21.1
200	9	2-5814	NIPPLE, PIPE, PLAIN, TBE, NPT, SCH 80, 0.75 x SHORT	PVC			0.2
210	ę	2-11403	VALVE, BALL, TRUE UNION, FULL PORT, SCH 80, T HDL. OTR TURN. 0.75. SOC	PVC			1.5
220	3	2-48814	TUBE, EXTRUDE, 0.375 OD × 0.0625 WALL × 72, WHITE,	ЪЕ	75		0.3
			SEMI-CLEAR, FOOD GRADE				
240	9	2-56422	TRANSMITTER, PRESSURE, GA PRESS, 0.5 FNPT, -14.7 TO 30 PSI , 0.05 % ACCURACY, 4-20 mA 2 WIRE				14.6
0			SIGNAL, LOCAL DISPLAY				1
250	6	2-18100	MANIFOLD, 2-VALVE, N/A, 0.5 FNPT INLET × 0.5 MNPT OUTLET × 0.25 FNPT BLEED, INLINE, PTFE PACKING	316			5.5
260	9	2-4316	BUSHING, PIPE, OUTSIDE HEX, 150LB, 0.5 MNPT × 0.25 FNPT	304			0.8
270	12	2-6358	CAP SCR, HEX, 0.375-16UNC x 2.25	304			1.1
280	°	2-35967	PUMP, CNTFGL, 0.75 x 0.75, 0.063HP, 3150RPM, 115VAC, 60HZ, MNPT	dd			27.0
290	3	0003513125	TURBIDIMETER PANEL ASSY, CUSTOM, LASER, SCARON CONTROLLER DIMP				140.0
300	3	2-54277	TRANSMITTER, LEVEL, RADAR, TIME OF FLIGHT,	AL			16.5
			NON-HAZARDOUS AREA, 2 WIRE, 4-20mA LOOP, 15m MAX RANGE, 2 MNPT				
310	3	0003529271	RADAR LEVEL MOUNTING AND BRACKET ASSEMBLY				28.9
320	ę	2-48814	TUBE, EXTRUDE, 0.375 OD × 0.0625 WALL × 72, WHITE, SEMI-CLEAR, FOOD GRADE	ЪЕ	438		1.3
330	9	2-57464	SWITCH, FLOAT, SUSPENSION, NO/NC, MERCURY FREE SWITCH, 180 CBL	đ			19.8
340	ъ	2-57364	LOOP POWERED PROCESS INDICATOR, PLASTIC FIELD HOUSING, 4-20mA +HART +LEVEL FOR	PVDF			5.1
350	9	2-33285	CAP SCR, HEX, CLASS A2-70, M6-1 x 20, FULL THREAD	304			0.0
360	12	2-18715	WSHR, FLAT, M6	304			0.1
370	9	2-38899	NUT, LOCK, NYL INSERT, CLASS A2, M6-1.00	304			0.0
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EFFLUENT TURBIDITY ASSEMBLY FIELD MOUNTED BY OTHERS

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FROM SAMPLE PUMP

NOTED ON THIS DRAWING.

1. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS

NOTES:

2. SET CLARIFIER PRESSURE GAUGE AT ZERO AFTER THE TANK IS FILLED TO OPERATING WATER LEVEL BUT BEFORE PLANT FLOW HAS BEEN STARTED. SET SWITCH CONTACTS TO CLOSE AT A READING OF 3 PSI ON THE GAUGE. THIS SETTING IS VITAL TO THE STRUCTURE OF THE ADSORPTION CLARIFIER AND MUST BE SET AS ACCURATELY AS POSSIBLE. SET SWITCH CONTACTS TO CLOSE AT A READING OF 2 PSI ON THE GAUGE. PROCESS AND PLANT OPERATION REQUIREMENTS MAY VARY THIS SETTING PLUS OR MINUS BUT THE SETTING SHOULD NOT EXCEED 2.5 PSI. 3. SET FILTER HEADLOSS GAUGE AT ZERO AFTER THE TANK IS FILLED TO OPERATING WATER LEVEL BUT BEFORE FILTERING FLOW HAS BEEN STARTED. SET HEADLOSS SWITCH CONTACTS TO CLOSE AT A READING OF 8 FT H20 VAC ON THE GAUGE. PROCESS AND PLANT OPERATION REQUIREMENTS MAY VARY THIS SETTING PLUS OR MINUS. SET SWITCH CONTACTS TO CLOSE AT A READING OF 4 PSI.

4. LENGTH OF SAMPLE TUBING TO BE AS SHORT AS PRACTICAL TO MINIMIZE LAG TIME IN SAMPLING.

5. ADJUST TURBIDIMETER NEEDLE VALVE TO OBTAIN AN APPROXIMATE 5 TO 7 GPH SAMPLE RATE.

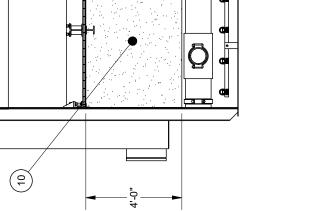
3.7.a 2023-07 SHEET 4 OF 4 INSTRUMENTATION COMPONENTS, THREE UNITS TRIDENT® TR-840A, WATER TREATMENT SYSTEM BA92 BA92 DOCUMENT NUMBER 0003053858

DESIGNER PE84 JOB NUMBER 24862A

TITLE



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OFFICIER         APPROVER         MIT         MIT         MIT         BAR2         Declorer         Recr         F         P.2.2         Declorer         R         Declorer         <	DATE DECEMPTION DATE DATE DATE DATE DATE DATE DATE DATE	DESIGNED ADDOVED		IR WASH LATERALS AND SUPPORTS HAVE COVER. THERE IS TO BE NO S 0&M MANUAL FOR MEDIA INSTALLATION
INST OF DECORES ANAMACE OF A PARTICIAN CANTABLE FEEL FOR ANY DAY FOR A MINOUT THE WATTERY REMANSION OF WATTERY REMANSION OF WATTERY REMANSION OF WATTERY REMANSION OF WATTERY FEATURED IN C. MINOUT PARTICIPATION OF A PARTICIPATION OF A A PARTICIPATION OF A PARTI				EERING'S DIRECTION AFTER ALL D/OR REPAIRED AND OPERABLE PRIOR
<b>WESTECH</b> <sup>®</sup>	THERE DRAWNED IS DRAWNED IS DRAWNED IS THE REPORT OF THE R			L BE REQUIRED DURING MEDIA N.
BACKCHARGES FOR FIELDWORK OF ANY KIND ARE NOT ACCEPTABLE WITHOUT PRIOR WRITTEN AUTHORIZATION BY WESTECH ENGINEERING, LLC.	BACKCHARG ACCEPTABLE B			D STACKED NOT MORE THAN 5 (FIVE) LTER MEDIA MUST BE PROTECTED FROM IG MEDIA PLACEMENT.
				AL DIRECTION DURING MEDIA
				DIA PLACEMENT SPECIFICATIONS.
				AS NOTED ON THIS DRAWING.
				CLUDING OVERAGE. MEDIA QUANTITY
<sup>51</sup> <sup>1</sup>	(2-0")			
0 3 3 4	0 \ 0 0 \ 0 \ 0 \ 0			
	50	o	D	
GRAVEL         7400.0           GRAVEL         13900.0	GRAVEL, GRADED, 0.375 × 0.75, 2.5 SG MIN GRAVEL, GRADED, 0.75 × 1.5, 2.5 SG MIN	74 ft^3 139 ft^3	70         2-4762           80         2-4745	
	GRAVEL, GRADED, 0.1875 x 0.375, 2.5 SG MIN	74 ft^3		
GRAVEL 10730.0	GRAVEL, GARNET, 1.4 x 1.6, 1.6 UC MAX, 3.8 SG MIN, MS-22	74 ft^3	50 2-4795	
~	SAND, GARNET, 0.2-0.32 MM EFF SIZE, 1.7 UC MAX, MIN SG OF 3.8, MS-21	74 ft^3		
	SAND, SILICA, 0.35-0.45 MM EFF SIZE, 1.4 UC MAX, MIN SG OF 2.60, MS-18	221 ftv3		
Щ.	4	425 ft^3	20 2-4804	
HDPE 20720.0	MEDIA, AC, 50/50 VIRGIN/R&S (MS107/MS110), NSF APPROVED	560 ft^3	10 2-6992	
MATERIAL LENGTH WIDTH TOTAL WT, LB		MEDIA VOLUME	PIECE PART NO	
	RILL OF MATERIAL			



NO TES:

1. THE BILL OF MATERIAL LISTS THE MEDIA REQUIRED FOR ONE UNIT, INC PROVIDED FOR THREE NEW UNITS.

2. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS

3. ALL LAYERS OF MEDIA TO BE LEVEL AND IN ACCORDANCE WITH MEDI. PLACEMENT TOLERANCE: LAYERS 3" AND LESS: ±1/2" LAYERS 9" AND DEEPER: ±1" FINISHED FILTER BED: ±1"

4. FILTER GUARANTEE REQUIRES WESTECH ENGINEERING'S TECHNICAI PLACEMENT.

5. FILTER MEDIA BAGS MUST BE PROTECTED FROM THE WEATHER AND HIGH TO PREVENT BREAKAGE. WHEN BULK SHIPMENT IS USED THE FILT THE WEATHER AND COVERED TO PREVENT WIND-BLOWN LOSS DURING

6. APPROXIMATELY TWO BACKWASH AND SKIMMING OPERATIONS WILL PLACEMENT. EACH BACKWASH WILL BE ABOUT A 10 MINUTE DURATION.

7. FILTER MEDIA PLACEMENT MUST BE DONE UNDER WESTECH ENGINE ELECTRICAL, HYDRAULIC AND CONTROL SYSTEMS ARE INSTALLED AND TO ARRIVAL OF TECHNICAL DIRECTOR.

8. MEDIA SHOULD BE PLACED IN ADSORPTION CLARIFIER AFTER ALL AIR BEEN ASSEMBLED AND PRIOR TO INSTALLATION OF MEDIA RETAINER CO UNSCREENED OPENINGS IN MEDIA RETAINING COVER. SEE PROJECT'S ( PROCEDURES.

			3.7.a
	<ul> <li>a. SHALL BE IN ACCORDANCE WITH NACE/SPC STANDARDS, COATING MANUFACTURER'S PRODUCT DATA SHEET AND WESTECH WORKMANSHIP STANDARD QR-00-063 (SECTION 3.1).</li> <li>b. PRE-CLEANING - VERIFY THAT ALL SURFACES ARE FREE OF WELD SLAG, SPATTER, SHARP EDGES, AND BURRS PER QR-00-063 (SECTION 2.1).</li> <li>c. CLEANING - PRIOR TO ABRASIVE BLAST CLEANING, SOLVENT WIPE PER SSPC SP1. REMOVE ALL VISUAL GREASE, OIL, WAX, AND ALL OTHER</li> <li>d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.</li> <li>d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.</li> <li>d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.</li> <li>d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.</li> <li>d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.</li> <li>d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.</li> <li>d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.</li> <li>d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.</li> <li>GOATING THICKNESS RESTRICTION LEVEL SHALL BE IN ACCORDANCE WITH SSPC PA2, TABLE 1 - RESTRICTION LEVEL 3 (80%-120%).</li> </ul> MACHINED SURFACES AND FORGED (ANSI) PIPE FLANGE FACES SHALL BE PROTECTED FROM ABRASIVE BLAST CLEANING AND COATING APPLICATION IN ACCORDANCE WITH THE WESTECH WORKMANSHIP STANDARD QR-00-063 (SECTIONS 2.6 AND 3.1). AFTER COATING APPLICATION IS COMPLETE, APPLY LPS3, COSMOLINE OR WITH THE WESTECH WORKMANSHIP STANDARD OR-00-063 (SECTIONS 2.6 AND 3.1). AFTER COATING APPLICATION IS COMPLETE, APPLY LPS3, COSMOLINE OR WITH THE WESTECH WORKMANSHIP STANDARD OR-00-063 (SECTIONS 2.6 AND 3.1). AFTER COATING APPLICATION IS COMPLETE, APPLY LPS3, COSMOLINE OR UNLABED TO PROTECT THESE SURFACES DURING SHIPPING.	EOR SUBMERGED APPLICATIONS. STRIPE COAT ALL WELDS, CUT EDGES, BOLT HOLES AND SLOTS USING A RRUBH. STRIPE COAT RER SPEC PA GUIDE 11 MAY BE COMPLETED ATTER FRAME COAT 17 (25mm) BEYOND EGGE OR WELD. DEPING 24" OR LESS IN DIAMETER IS ONLY COATED ON THE OUTSIDE SURFACCES. EXCEPT FOR TANK AND VESSEL NOZZES. WHICH REQUIRE COATINGS TO BE APPLIED BOTH INTERNALLY AND EXTERNALLY. ALL BUYOUT TERNS SUCH AS NON-WESTECH DRIVES, BEARING HOUSINGS, AND MOTORS RECEIVE MANUFACTURER'S STANDARD PROTECTIVE COATINGS. ALL BUYOUT TERNS SUCH AS NON-WESTECH DRIVES, BEARING HOUSINGS, AND MOTORS RECEIVE MANUFACTURER'S STANDARD PROTECTIVE COATINGS. ALL BUYOUT TERNS SUCH AS NON-WESTECH DRIVES, BEARING HOUSINGS, AND MOTORS RECEIVE MANUFACTURER'S STANDARD PROTECTIVE COATINGS. ALL BUYOUT TERNS SUCH AS NON-WESTECH DRIVES, BEARING HOUSINGS, AND MOTORS RECEIVE MANUFACTURER'S STANDARD PROTECTIVE COATINGS. DRIVES SPECIFICADING: ADJULTURES ALLIMINUM, PLASTIC, ETC. SHALL NOT BE COATED, EXCEPT TAM (19) mile DRY FILM THICKNESS GAGE READINGS. USE A MAXIMUM OF 5% FO41-0008 THINNERY TOTHE ROYATIL THORNESS SHALL BE SUBFACTED FROM THE DRY FILM THICKNESS GAGE READINGS. USE A MAXIMUM OF 5% FO41-0008 THINNERY TOTHE ROYATIL THORNESS SHALL BE SUBFACTED FROM THE DRY FILM THICKNESS GAGE READINGS. USE A MAXIMUM OF 5% FO41-0008 THINNER CLEAR BY VOLUME WITH THE COATING SYTERIN SPECIFIC DIRT OF COATING APPLICADING, MOLE FREERED, ENTONING TOTA IS LISTED UNDER "INSPECTION REQURRENTED REFERENCE NOTES: ONLY A PREDICTION. (IF YES) - COATING SHALL BE SUBFACTED FROM THE DRY FILM THICKNESS GAGE READINGS. USE A MAXIMUM OF 5% FO41-0008 THINNER CLEAR BY VOLUME WITH THE COATING MANUFACTURER'S PRODUCT DATA SHEET REFERENCE NOTES: ONLY A PREDICADE SHALL BE INSPECTED BY A NACE CERTIFIED COATING REPORTED. INDEE FREEKED REFERENCE NOTED SHALL BE REPROFINED IN ACCORDANCE WITH AFR MANUFACTURER'S PRODUCT DATA SHEET (PREFERENCE TO REPROLES SHALL BE REPROMED IN ACCORDANCE WITH ASTAND BASED ON COATING MANUFACTURER'S PRODUCT DATA SHEET (PREFERENCE TORPOR SHALL BE REPROMED IN ACCORDANCE WITH AST	PREPAREDFOR     OLIVER P. ROEMER WITF RIALTO, CALIFORNIA       INSINER     STANTEC PASADENA, CALIFORNIA       INSINER     STANTEC PASADENA, CALIFORNIA       INSINER     STANTEC PASADENA, CALIFORNIA       INSINER     STANTEC PASADENA, CALIFORNIA       INSINER     PCL CONSTRUCTION LONG BEACH, CALIFORNIA       INSINER     PCL CONSTRUCTION LONG IN INFIC       INSINER     PERIOL       INSINER     PERIOL       INSINER     POCOMMENT NUMBER       INSINER     POCOMENT NUMBER       INSINER     POCOMENT NUMBER
<u>S:</u> FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING. FIELD TOUCH-UP PAINT, LABOR AND COATINGS ARE NOT SUPPLIED BY WESTECH. EPOXY COATINGS CHALK WHEN EXPOSED TO UV LIGHT AND WILL FADE. SURFACE PREPARATION AND COATING APPLICATION:	<ul> <li>a. SHALL BE IN ACCORDANCE WITH NACE/SSPC STANDARDS, COATING MANUFACTURER'S PRODUCT DATA SHEET AND WESTECH WORKMANSHIP STANDARD OR-00-063 (SECTION 3.1).</li> <li>b. PRE-CLEANING - VERIFY THAT ALL SUFACES ARE FREE OF WELD SLAG, SPATTER, SHARP EDGES, AND BURRS PER QR-00-063 (SECTION 2.1).</li> <li>c. CLEANING - PRIOR TO ABRASIVE BLAST CLEANING, SOLVENT WIPE PER SSPC SP1. REMOVE ALL VISUAL GREASE, OIL, WAX, AND ALL OTHER</li> <li>d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.</li> <li>d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.</li> <li>G. CONTAMINATION.</li> <li>d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.</li> <li>FOR FIELD RECOAT WINDOWS, REFER TO THE COATING MANUFACTURER'S PRODUCT DATA SHEET, AND FOR EXACT SHOP COATING APPLICATION DATES, CONTACT WESTECH.</li> <li>FOR FIELD RECOAT WINDOWS, REFER TO THE COATING MANUFACTURER'S PRODUCT DATA SHEET, AND FOR EXACT SHOP COATING APPLICATION DATES, CONTACT WESTECH.</li> </ul> FOR FIELD RECOAT WINDOWS, REFER TO THE COATING MANUFACTURER'S PRODUCT DATA SHEET, AND FOR EXACT SHOP COATING APPLICATION DATES, CONTACT WESTECH. FOR FIELD RECOAT WINDOWS, REFER TO THE COATING MANUFACTURER'S PRODUCT DATA SHEET, AND FOR EXACT SHOP COATING APPLICATION DATES, CONTACT WESTECH. FOR FIELD RECOAT WINDOWS, REFER TO THE COATING MANUFACTURES SHALL BE PROTECTED FROM ABRASIVE BLAST CLEANING AND COATING APPLICATION IN ACCORDANTED SURFACES AND FORGED (ANSI) PIPE FLANGE SHALL BE PROTECTED FROM ABRASIVE BLAST CLEANING AND COATING APPLICATION IN ACCORDANTH THE WESTECH WORKMANSHIP STANDARD QR-00-063 (SECTIONS 2.6 AND 3.1). AFTER COATING APPLICATION IS COMPLETE, APPLY LPS3, COSMOLINE ON INTH THE WESTECH WORKMANSHIP STANDARD QR-000-063 (SECTIONS 2.6 AND 3.1). AFTER COATING APPLICATION IS COMPLETE, APPLY LPS3, COSMOLINE OUTVALENT RUST INHBITOR TO PROTECT THESE SURFACES DURING SHIPPING.	FOR SUBMERGED APPLICATIONS: STRIPE COAT ALL WELDS, CUT EDGES, BOLT HOLES AND SLOTS USING A BRUGH. STRIPE COAT PER SSPC PA GUIDE 11 COMPLETED ATTERD ATTER PAINE COAT: 17/25mm) BEYONDE EDGE OR WELD. DPINO 24" OK LESS IN DIAMETER IS ONLY COATED ON THE OUTSIDE SURFACES. EXCEPT FOR TANK AND VESSEL NOZZLES, WHICH REQUIRE COATINGS T DPINO 24" OK LESS IN DIAMETER IS ONLY COATED ON THE OUTSIDE SURFACES. EXCEPT FOR TANK AND VESSEL NOZZLES, WHICH REQUIRE COATINGS T DPINO 24" OK LESS IN DIAMETER IS ONLY COATED ON THE OUTSIDE SURFACES. EXCEPT FOR TANK AND VESSEL NOZZLES, WHICH REQUIRE COATINGS T DPINOT TIEMS SUCH AS NON-WESTECH DRIVES, BEARING HOUSINGS, AND MOTORS RECEIVE MAUFACTURER'S STANDARD PROTECTIVE COATINGS INCOMFERENCIES SURFACE. ALL BUYOUT TIEMS SUCH AS NON-WESTECH DRIVES, BEARING HOUSINGS, AND MOTORS RECEIVE MAUFACTURER'S STANDARD PROTECTIVE COATINGS NON-FERRICUS SHALLER. MEASURED ABOVE THE PEAKS OF THE ANCHOR PROFILE. COATING SYSTEMS OF LESS THAN (13) mills DRY FILM THICKNESS NON-FERRICUS SHALLE REASING "ADUSTINENT TO THE DRY FILM THICKNESS SHALL BE SUBTRACTED FROM THE DRY FILM THICKNESS AND NO REFERRICE SUBTACE. AND NO REFERRICE SUBTACE SUBJACE AND SUDSTMENT TO THE DRY FILM THICKNESS SHALL BE SUBTRACTED FROM THE DRY FILM THICKNESS AND NO REFERRICE SUBTACE. AND NO REFERRICE SUBTACE SUBJACE AND NOTANG SYSTEMS OF LESS THAN (13) mills DRY FILM AND NO REFERRICE SUBJACE SUBJACE STANDARD FILM THICKNESS SHALL BE SUBTRACTED FROM THE DRY FILM THICKNESS AND NO REFERRICE SUBJACE SUBJACE AND NOTANG STANDARD FILM THICKNESS SHALL BE SUBTRACTED FROM THE DRY FILM THICKNESS AND NO REFERRICE SUBJACE AND NOTANG SUBJACE BE SUBJACE SUBJACE SUBJACE TO RECOVER AND TAXES STANDARD FOR THE THICKNESS AND NO REFERRICE SUBJACE SUBJACE SUBJACE STANDARD FOR THE PROFENS AND ADD STANDARD FOR THE DRY FILM THICKNESS SHALL BE SUBTRACTED FROM THE SPECTED BY A NACE CERTIFIED CONTING AND THE DRY FILM THICKNESS CAGE AND NO REFERRICE NOTES TO REPORTING SHALL BE INSPECTION REQUIREMENTS' NAME EFERRICE NOTES TO REPORT SHALL BE INSPECTED BY A NACE CERTIFIED	ECN DESIGNER APPROVER DATE EERENCE DOCUMENTS
<u>NOTE</u> 1. 3. 3. 4.		<ul> <li>FOR SUBMERGED APPLICATIONS: STRIPE COAT 4" [25mm]E</li> <li>PIPING 24" OR LESS IN DIAMETER IS ONLY COATED ON TH</li> <li>BOTH INTERNALLY AND EXTERNALLY.</li> <li>ALL BUYOUT ITEMS SUCH AS NON-WESTECH DRIVES, BEA</li> <li>ALL BUYOUT ITEMS SUCH AS NON-WESTECH DRIVES, BEA</li> <li>I1. NON-FERROUS MATERIALS, SUCH AS FIBERGLASS, ALUMI PURCHASE ORDER.</li> <li>I2. COATING THICKNESS SHALL BE MEASURED ABOVE THE PINCLUDE A "BASE METAL READING" ADJUSTMENT TO THE AND NO REFERENCE SURFACE IS AVAILABLE, A MINIMUM</li> <li>USE A MAXIMUM OF 5% F041-0088 THINNER CLEAR BY VOLL RAND NO REFERENCE SURFACE IS AVAILABLE, A MINIMUM</li> <li>USE A MAXIMUM OF 5% F041-0088 THINNER CLEAR BY VOLL (IF YES) - C</li> <li>DICLUDE A "BASE METAL READING" ADJUSTMENT TO THE AND NO REFERENCE SURFACE IS AVAILABLE, A MINIMUM</li> <li>USE A MAXIMUM OF 5% F041-0088 THINNER CLEAR BY VOLL (IF YES) - C</li> <li>DISCLUDE A "BASE METAL READING" ADJUSTMENT TO THE AND NO REFERENCE NOLY APPLICABLE WHEN SPECIFIC D</li> <li>REFERENCE NOTES: ONLY APPLICABLE WHEN SPECIFIC D</li> <li>NACE CERTIFIED COATING INSPECTION - (IF YES) - C</li> <li>SPECIFY LEVEL ON THE NEXT LINE.</li> <li>HOLIDAY TEST - (IF YES) - TESTING SHALL BE MILLIGRAMS/METER? (mg/m²). IF CLIENT DOES N</li> <li>ADHESION TEST - (IF YES) - TESTING SHALL BE MILLIGRAMS/METER? (mg/m²). IF CLIENT DOES N</li> <li>ADHESION TEST - (IF YES) - TESTING SHALL BE ADDISTION - (IF YES) - C</li> <li>SOLUBLE SALT TEST - (IF YES) - TESTING SHALL BE ADDISTION - IF CLIENT DOES N</li> <li>ADHESION TEST - (IF YES) - TESTING SHALL BE ADDISTION - IF CLIENT DOES N</li> <li>ADHESION TEST - (IF YES) - TESTING SHALL BE ADDISTION - IF CLIENT DOES N</li> <li>ADHESION TEST - (IF YES) - TESTING SHALL BE ADDISTION - IF YES ADDISTION - IF CLIENT DOES N</li> <li>ADHESION TEST - (IF YES) - TESTING SHALL BE ADDISTION - IF YES ADDIST</li> <li></li></ul>	LE COATING #2 TNEMEC TNEMEC PHENALKAMINE (EPOXY) (EPOXY) 5-7 mis 5-7 mis 0FF WHITE (WH16) M THICKNESS: 10-14 mis (PI mis)
SUBMERGED PROCESS EQUIPMENT (DOMESTIC) ALL PARTIALLY SUBMERGED OR TOTALLY SUBMERGED ITEMS	0°F TO 120°F MAXIMUM 100% SUBMERGED NO POTABLE WATER NEUTRAL (6-9) NO ÁÐVFS	A TES 1,000 PPM NO NO NO NO NO NO NO NO NO NO	PRIMER COAT #1       STRIPE COAT         TNEMEC       TNEMEC         TNEMEC       TNEMEC         PHENALKAMINE       TNEMEC         (EPOXY)       (EPOXY)
EQUIPMENT DESCRIPTION: TYPE OF EQUIPMENT / TAG NUMBER(S): ITEMS REQUIRING THIS COATING SYSTEM: <u>A</u> MATERIAL TO BE COATED:	PROCESS APPLICATION         DESIGN / OPERATING TEMPERATURE:       HUMIDITY:         RUMIDITY:       SERVICE CONDITIONS:         UV EXPOSED:       UV EXPOSED:         PROCESS ENVIRONMENT:       PH LEVEL:         IF PH IS NOT NEUTRAL,       PH LEVEL:         MATER CHEMISTRY ANALYSIS IS REQUIRED:       DATINGS SHALL MEFT NSF 61 CERTIFICATION:	OATINGS SHALL MEET NSF 01 CEKTIFICATION:         MAXIMUM PPM CHLORIDES:         INSULATED:         INACE CERTIFICATION LEVEL REQUIRED:         HOLIDAY TEST (NACE SP0188):         SOLUBLE SALT TEST:         MILLLIGRAMS / METERS <sup>2</sup> ACCEPTABLE:         ADHESION TEST:         MILLLIGRAMS / METERS <sup>2</sup> ACCEPTABLE:         ADHESION TEST:         MILLLIGRAMS / METERS <sup>2</sup> ACCEPTABLE:         ADHESION TEST:         MINIMUM ANGULAR ANCHOR PROFILE RANGE:	COATING SYSTEM SPECIFICATION COATING MANUFACTURER: TYPE OF COATING: (GENERIC): PRODUCT NAME/NUMBER: DRY FILM THICKNESS (DFT) MINIMUM-MAXIMUM mils: COLOR NAME/ NUMBER:

	MINIMUM ANGULAR ANCHOR PROFILE RANGE:
2	NACE/SSPC SURFACE CLEANING STANDARD:
	SURFACE PREPARATION
NOT REQUI	ADHESION TEST:
ANOT REQUI	MILLIGRAMS / METERS <sup>2</sup> ACCEPTABLE:
NOT REQUI	SOLUBLE SALT TEST:
	HOLIDAY TEST (NACE SP0188):
NOT REQUI	NACE CERTIFICATION LEVEL REQUIRED:
ANOT REQUI	NACE CERTIFIED COATINGS INSPECTOR:
	(▲) INSPECTION REQUIREMENTS
	CATHODIC PROTECTION SYSTEM:
	FIREPROOFING:
	INSULATED:
	FINISHING
	MAXIMUM PPM CHLORIDES:
	COATINGS SHALL MEET NSF 61 CERTIFICATION:
	WATER CHEMISTRY ANALYSIS IS REQUIRED:
	IF PH IS NOT NEUTRAL,
2	ph LEVEL:
PC	<b>PROCESS ENVIRONMENT:</b>
	UV EXPOSED:
	SERVICE CONDITIONS:
	HUMIDITY:
0°F T	DESIGN / OPERATING TEMPERATURE:
	PROCESS APPLICATION
(I)C	MATERIAL TO BE COATED:

Packet Pg. 126

3.7.a

EXCEPT AS NOTED ON THIS DRAWING. EXCEPT AS NOTED ON THIS DRAWING. JPHLIED BY WESTECH. WILL FADE. VILL FADE. VILL FADE. VILL FADE. VILS SCONTING MANUFACTURERS PRODUCT DATA SHEET AND WESTECH WORKMANSHIP RED GY WELD BLAG. SPATTER, SHARP EDGES, AND BURRS PER AR-0068 (SECTION 2.1). VILY WIFE PER SPORTER, SHARP EDGES, AND BURRS PER AR-0068 (SECTION 2.1). VILY WIFE PER SPORTER, SHARP EDGES, AND BURRS PER AR-0068 (SECTION 2.1). VILY ATTERL, SHARP EDGES, AND BURRS PER AR-0068 (SECTION 2.1). VILY ATTERL SUSTOFICE TO TA SHEET. AND FOR EXACT SHOP COATING APPLICATION DATES, CONTACT VILY ATTERL IS USED. PER MICE VIST SHARP.CE CLEANING SHALL BER SPIO. VILY ATTERL STATING STORE BLAST CLEANING APPLICATION RC. CORDANCE WITH SSPC PAZ. TABLE 1 - RESTRICTION LEVEL 3 (80%-120%). CORDANCE WITH SSPC PAZ. TABLE 1 - RESTRICTION LEVEL 3 (80%-120%). CORDANCE WITH SSPC PAZ. TABLE 1 - RESTRICTION LEVEL 3 (80%-120%). CORDANCE WITH SSPC PAZ. TABLE 1 - RESTRICTION LEVEL 3 (80%-120%). CORDANCE WITH SSPC PAZ. TABLE 1 - RESTRICTION LEVEL 3 (80%-120%). CORDANCE WITH PROPAGE IX AND VESSEL NOZZLES, WHICH REQUIRE COATING RESTRICTION EDGE SOBIOLINE OR CONTAGE PROPILCATIONES AND MOTORS RECEIVE MANUFACTURERS STANDARD PROTECTIVE COATING RESTRICTION LEVEL 1 (00000000000000000000000000000000000	PREPAREDFOR INJURCE     OLIVER P. ROEMER WIF RALTO, CALIFORNIA       ENSINER     STANTEC RALTO, CALIFORNIA       ENSINER     STANTEC PASADENA, CALIFORNIA       ENSINER     STANTEC PASADENA, CALIFORNIA       CONTRACTOR     PCL CONSTRUCTION LONG BEACH, CALIFORNIA       POCONTRACT     03269401-OM       MMBR.     00332634       MMBR.     1       Jasto March     0033654288       Jasto March     1       Jasto March     1       Jasto March     1       Jasto March     1
MOTE <ul></ul>	Image: State
NON-SUBMERGED PROCESS EQUIPMENT (DOMESTIC)         NA         NA         ALL EXTERIOR ITEMS         ALL EXTERIOR ITEMS         CARBON STEEL         DRY 140°F MAXIMUM CONTINUOUS         DON       NO         NO       NO         NO       NO         NOT REQUIRED / NOT BY WESTECH         NOT REQUIRED / N	PRIMER COAT #1     COATING #2       TNEMEC     TNEMEC       TNEMEC     TNEMEC       PHENALKAMINE     ALAPHATIC ACRYLIC       PHENALKAMINE     POLYURETUANE       (EPOXY)     POLYURETUANE

COATING SYSTEM SPECIFICATION	COATING MANUFACTURER:	TYPE OF COATING:	(GEr	PRODUCT NAME/NUMBER:	DRY FILM THICKNESS (DFT)	MINIMUM-MAXIMUM mils:	COLOR NAME / NUMBER:	TOTAL DRY FILM THICKNESS OF SYSTEM: total DRY FILM THICKNESS OF SYSTEM:	
CATION PRIMER COAT #1	rurer: TNEMEC	ATING: PHENALKAMINE	(GENERIC): (EPOXY)	MBER: OSERIES 21	S (DFT)	JM mils: 5-7 mils	IMBER: BEIGE (1255)	/STEM:	

- 0			

|--|

TYPE OF EQUIPMENT: EQUIPMENT DESCRIPTION:

															I
I AG NUMBER(S): ITEMS REQUIRING THIS COATING SYSTEM:	MATERIAL TO BE COATED:	PROCESS APPLICATION DESIGN / OPERATING TEMPERATURE:	HUMIDITY:	DV EXPOSED:	PROCESS ENVIRONMENT:	ph Level:	IF PH IS NOT NEUTRAL,	WATER CHEMISTRY ANALYSIS IS REQUIRED:	FINISHING	INSULATED:	FIREPROOFING:	CATHODIC PROTECTION SYSTEM:	NACE CERTIFIED COATINGS INSPECTOR:	NACE CERTIFICATION LEVEL REQUIRED:	HOLLDAY TEET (NACE SD0188)

NACE/SSPC SURFACE CLEANING STANDARD: MINIMUM ANGULAR ANCHOR PROFILE RANGE: SURFACE PREPARATION

HOLIDAY TEST (NACE SP0188): SOLUBLE SALT TEST: MILLIGRAMS / METERS<sup>2</sup> ACCEPTABLE: ADHESION TEST: NACE CERI

I NACE CERTI

EXHIBIT B

# WEST VALLEY WATER DISTRICT WATER TREATMENT FACILITY FILTER MEDIA REPLACEMENT & COATING PROJECT 2023-14 RESULTS

		Bid	PW Contract	Iran Contracting	Inform of	Designation of	Noncollusion Declaration w/Notary	
VENDOR	FINAL BID AMOUNT	Acknowledgement	Reg Certs	Act Cert.	Bidders	Subcontractors	Acknowledge	Originals
ERS	\$1,147,660.00	X	×	X	×	X	×	×
Carbon Activated Corp	\$1,263,489.00	Х	×	Х	×	Х	×	×
Karbonous, Inc	\$1,375,240.00	Х	×	Х	×	×	×	×

Lowest Bidder



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

DATE:	November 21, 2023
TO:	Engineering, Operations and Planning Committee
FROM:	Linda Jadeski, Director of Engineering
SUBJECT:	CHANGE ORDER NO. 3 WITH PCL CONSTRUCTION, INC. FOR THE
	OLIVER P. ROEMER WATER FILTRATION FACILITY UPGRADE AND
	EXPANSION PROJECT

### **BACKGROUND:**

In February 2023 the Board of Directors approved a \$3,000,000 construction contingency for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion project which was to be set aside for unexpected costs during construction. Construction contingency is a form of risk management used to avoid cutting costs, to keep the project's schedule on track and to ensure material and workmanship quality. It is also used to cover other costs such as:

- Unknown underground conflicts
- Unpredictable changes in the scope
- Unexpected costs that can arise
- Owner-requested changes
- Design upgrades/modifications

Unexpected costs are inevitable on a project of this magnitude and within the current unpredictable construction/procurement environment. Identifying the need for the unexpected cost through a change order and managing them as they arise are key to the project's success.

Attached as Exhibit A is Change Order No. 3 for the above referenced project. This change order includes the change in scope of work to modify the design and construction of the facility from Risk Category II to Risk Category III pursuant to the 2022 California Building Code. The changes include the reinforcement of the perimeter footing of the filter building, additional excavation, formwork, concrete and rebar for the effluent pump station, increased wall thickness, foundation and rebar for the retaining wall, an increase in the vertical wall reinforcement and roof sheathing due to the increased seismic load calculation of the operations building and the additional equipment and labor needed to support those efforts. It also includes a descope of the new UV transmittance for the new UV reactor that was originally part of PCL's scope of supply. No time impacts to the project schedule result from this change order.

### FISCAL IMPACT:

The cost to perform the additional work as outlined in Change Order No. 3 is \$162,046.00. The cost for this change order is to be covered through the existing construction contingency which will leave \$2,782,507.79 available for any future change orders if needed. This change order will increase the contract amount to \$59,334,363.21.

### **STAFF RECOMMENDATION:**

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

1. Approve Change Order No. 3 with PCL Construction, Inc. in the amount of \$162,046.00 for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project and;

2. Authorize the General Manager to execute all necessary documents. Respectfully Submitted,

John Thiel

John Thiel, General Manager

LJ:ls

### ATTACHMENT(S):

1. Exhibit A - Change Order #3 - Risk Category Change and UVT Removal

### EXHIBIT A

### WEST VALLEY WATER DISTRICT

### **CHANGE ORDER**

Order No. <u>3</u> Date <u>11/9/2023</u> Agreement Date <u>10/31/2022</u> Sheet <u>1</u> of <u>2</u>

Owner: West Valley Water District

Project: Oliver P Roemer Water Filtration Facility Upgrade and Expansion

Contractor: PCL Construction, Inc

The following changes are hereby made to the Contract Documents:

ITEM NO.	EXTRA WORK DESCRIPTION	ADD	<b>DEDUCT</b>	CALENDAR DAYS
1	Delete: UV Transmittance for new UV reactors	-	(\$14,810)	-
	Add: Impacts associated with the Structural redesign from Risk Category II to Risk Category III	\$176,856		
	TOTALS	-	-	-
TOTALS F	OR CHANGE ORDER NO.	3		\$162,046

### **JUSTIFICATION:**

For item#1 - Owner-initiated change for descoping the new UV Transmittance for the UV reactors, which was originally part of PCL's scope of supply.

For item#2 - Pre-proposal documentation directed the Contractor to design/build to Risk Category II, as the structural risk category for the project. This Change Order was the result of the structural redesign being revised to Risk Category 3 as directed by the West Valley Water District.

### **CHANGE TO CONTRACT PRICE**

Original Contract Price

Current Contract Price Adjusted by Previous Change Order(s) \$ 59,116,871.00

\$ <u>59,172,317.21</u>

CHANGE TO CONTRACT TIME		
Contract Time will be		<u>No time impacts</u> (Calendar Days)
Date for Completion of all Work	1	05/31/2025 (Date)
<b>REQUIRED APPROVALS:</b>		

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

Kevin Goetz

Contract Price due to this Change Order

New Contract Price including this Change Order

shall be increased

Requested By (Contractor)

Recommended By (Resident Project Representative)

Recommended By (Director of Engineering)

Recommended By (General Manager) (Print Name)

Kevin Goetz

Paul Hermann

(Print Name)

Linda Jadeski

(Print Name)

John Thiel

(Print Name)

<u>11/15/23</u> Date

11/14/23

11/15/23

Date

Date

Date

\$ 162,046

\$ 59,334,363.21

Accepted By (Owner)

(Print Name)

Date

ITEM 1

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

**CHANGE ORDER PROPOSAL** 

PROJECT: Oliver P. Roemer WFF 2021 Expansion

DESCRIPTION:	New UVT Descope		PCO # DATE: ESTIMATOR:	<b>ТВD</b> 11/13/23 КG	
DIRECT ES	TIMATE				
	LABOR				\$ -
	EQUIPMENT				\$ -
	MATERIALS				\$ (14,810)
	SUBCONTRACTOR				\$ -
	SUBTOTAL				\$ (14,810)
DIRECT MA	ARKUP				
	LABOR				\$ -
	EQUIPMENT				\$ -
	MATERIALS	5%			\$ -
	SUBCONTRACTOR				\$ -
	SUBTOTAL MARKUP				\$ -
SUBTOTAL	WITH DIRECT MARKUP				\$ (14,810)

TOTAL ADDITIONAL WORK \$ (14,810)

GRAND TOTAL THIS CHANGE <u>\$ (14,810)</u>

### Descope of UVT

## DATE 11/13/23

						LABO	LABOR EXPENSE		VEN	VENDOR				
DESCRIPTION	QTY	UNIT	ш	EQUIP	MANH	MANHOURS	AN	AMOUNT	SUPPLIED	SUPPLIED MATERIALS	SUBCON.	SUBCONTRACTOR	TOTAL	-AL
			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	1	
				- \$				۰ ج		۰ د		۰ ج	s	
Vendor				- \$				۰ ج		ه		۰ ب	s	
Descope of UVT	1.0	rs		•				، ج	\$ (14,810.00) \$	) \$ (14,810)		۰ ه	\$ (1	(14,810)
				۰ \$				۔ ج		s		•	\$	•
				ۍ ۲				، ج		ه		۰ ب	\$	
FOTAL DIRECT COST				۰ چ				' \$		\$ (14,810)		۔ \$	\$ (1	(14,810)
MARKUPS														
EQUIPMENT				م										
OTHER ITEMS														
LABOR								ج						
MATERIALS														
SUBCONTRACTS												۰ ۍ		
SUBTOTALS WITH MARKUP				۔ \$				۔ \$		\$ (14,810)		۔ \$	\$ (14	(14, 810)
		Notes:												



October 17, 2023

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

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

Attn: Paul Hermann and Linda Jadeski

RE: Request for Change for Descope of new UV Transmittance for Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project

Mr. Hermann and Mrs. Jadeski,

Please accept this correspondence as a Change request initiated by West Valley Water District regarding the price impacts associated with the descope of the new UVT (UV Transmittance) for the new UV reactors, which was originally part of PCL's scope of supply. The total pricing excludes installation, or any associated materials/equipment associated with the installation of the equipment.

Sincerely,

Kevin Goetz Project Manager kgoetz@pcl.com

### **Kevin Goetz**

From: Sent: To: Subject: Kevin Goetz Tuesday, October 17, 2023 12:15 PM Kevin Goetz FW: West Valley Water District - Trojan PO

From: Karahalios, Gus <gkarahalios@trojantechnologies.com>
Sent: Thursday, June 1, 2023 10:12 AM
To: Richard Aguilar <RAguilar@pcl.com>
Cc: Kevin Goetz <KGoetz@pcl.com>
Subject: RE: West Valley Water District - Trojan PO

Hi Richard, The price for the Optiview is \$14,810 usd.

If you can send me a negative change order I can than proceed to process internally to have it removed from the project scope.

**Gus Karahalios** 

### ITEM 2



October 4, 2023

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

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

Attn: Paul Hermann and Linda Jadeski

RE: Structural Redesign Impacts – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change

Mr. Hermann and Ms. Jadeski,

Please accept the attached package as a Change Request due to the cost impacts related to the structural redesign for the Oliver P Roemer Water Filtration Upgrades and Expansion Project. The structural redesign revised the original design from using Risk Category 2 to Risk Category 3, in order to adhere to code requirements.

Below is a summary of the main impacts as a result of the redesign:

### > New Filter Building 2

- 1) The reinforcement of thickened perimeter footing is increased from (6)#7 T&B to (8)#7 T&B (longitudinal). No changes on the foundation size (thickness and width).
- 2) Impacts to the building: The Risk Category update significantly increased the loads to the structure and adds additional design and fabrication consideration to the building. For instance, the weight of the building increased approximately 15%.
- > New Effluent Pump Station 2
- 1) Excavation got 4" deeper
- 2) The foundation was thickened by 4"
- 3) Additional formwork(material and labor), concrete (material and labor) and concrete pumping
- 4) #7 continuous chord reinforcement around the perimeter was upsized to #8

PCL CONSTRUCTION INC.

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



### Retaining Wall

- 1) The retaining wall (shored portion) wall thickness was increased from 8" to 10"
- 2) The retaining wall (non-shored portion/section C) wall thickness was increased from 8" to 10"
- 3) Foundation for section B (12" thick wall section) was enlarged from 11' wide to 12' wide
- 4) Foundation for section C (12" thick wall section) was enlarged from 5'-8" wide to 6' wide
- 5) #5 vertical reinforcement was revised from 8" O.C. to 10" O.C.

### > Operation Building:

- 1) Increase in seismic loads specified in truss schedule (axial and shear)
- 2) Increase in wall vertical reinforcement for greater wall out-of-plane loads
  - a. GL 1 increased to #9@8" from #8@8"
  - b. GL B and E increased to #5@8" from #5@16
  - c. GL 3 increased to #5@8 from #5@16
- 3) Increase in roof sheathing size to 23/32" (from 19/32") thick sheathing over entire roof to handle higher loads into the diaphragm (including wall anchorage loads).
- 4) Decrease in spacing of shear wall fasteners from 3" to 2" at panel edges.
- 5) Upsized (thicker Gauge Studs) box beam over the windows at GL 1

### > General Impacts

- 1) Stantec redesigning efforts
- 2) PCL's engineering time

The impacts above were determined based on the current design level. Furthermore, since equipment anchorage calculations to be supplied by vendors are sill not completed, its potential impacts are unknown at this time. If additional revisions are required in the future due to different site conditions, design revisions, and/or impacts to the overall equipment anchorage system, PCL reserves the right to request an adjustment to the contract price if additional cost impacts are incurred.

Sincerely,

Kevin Goetz Project Manager kgoetz@pcl.com

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

### **Kevin Goetz**

From:	Paul Hermann <paul.hermann@ghd.com></paul.hermann@ghd.com>
Sent:	Wednesday, July 12, 2023 2:16 PM
То:	Kevin Goetz
Cc:	Linda Jadeski; Jamal Awad; Shamia Salih
Subject:	Risk Category & City approvals

### [External Email] Kevin,

The District would like to clarify that all design activities are to adhere to code requirements. As such, as the Stantec team has indicated, Risk Category 3 is required by code. Accordingly, the District requires the PCL / Stantec team to be code compliant. Understanding that the previous advice was to build to Risk Category 2, please be specific in documenting any changes.

Further, the District would like to confirm that per Government Code 53000, the District is not required to seek Building Permit approvals from the City of Rialto, for this project.

Let me know if you have any questions.

Regards Paul

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### PCL Construction, Inc. 3750 Schaufele Ave., Suite 270, Long Beach, CA 90808

**CHANGE ORDER PROPOSAL** 

PROJECT: Oliver P. Roemer WFF 2021 Expansion

DESCRIPTION:		PCO # DATE: ESTIMATOR:	<b>TBD</b> 11/1/23 KG	
DIRECT ESTIMATE				
LABOR			\$	8,821
EQUIPMENT			\$	357
MATERIALS			\$	4,255
SUBCONTRACTOR			\$	152,865
SUBTOTAL			\$	166,298
DIRECT MARKUP				
LABOR	25%		\$	2,205
EQUIPMENT	20%		\$	71
MATERIALS	15%		\$	638
SUBCONTRACTOR	5%		\$	7,643
SUBTOTAL MARKUP			\$	10,558
SUBTOTAL WITH DIRECT MARKL	IP		\$	176,856

TOTAL ADDITIONAL WORK \$ 176,856

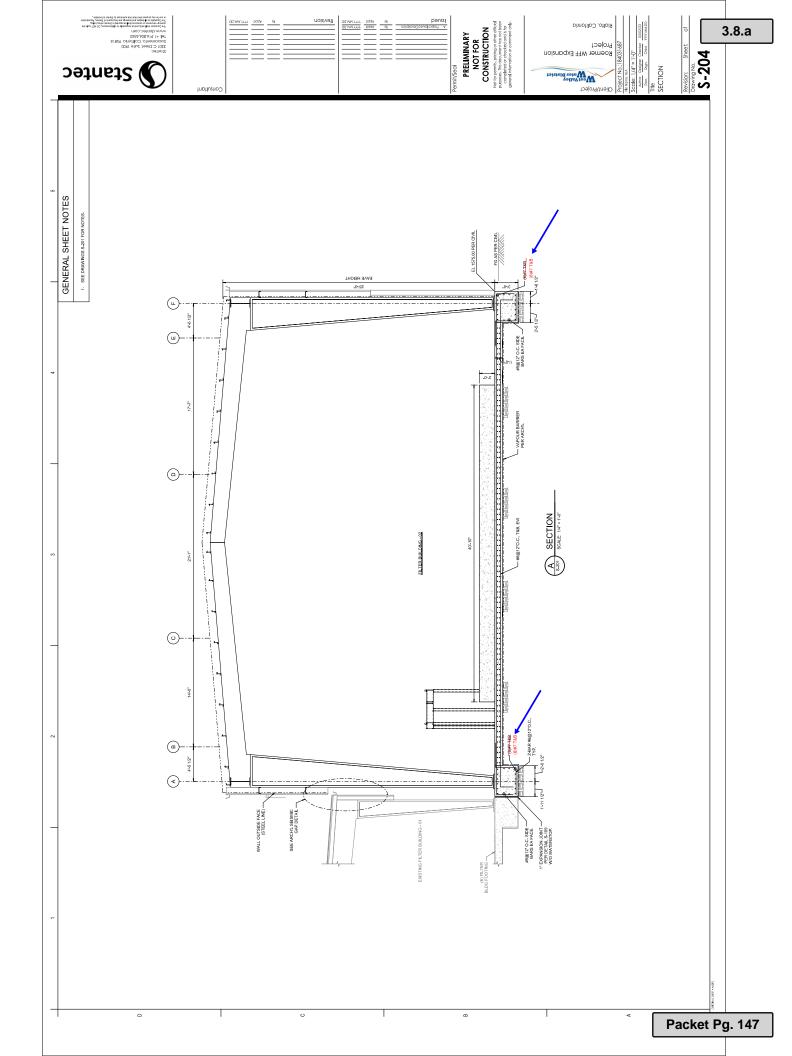
GRAND TOTAL THIS CHANGE \$ 176,856

Category III
ll to Risk
Category
I Risk
from
Redesign
Structural

DATE 11/01/23

		ľ				I ARO	I AROR EXPENSE		VEN	VENDOR			ſ
DESCRIPTION	QTY	UNIT	Ш	EQUIP	MANHOURS			AMOUNT		SUPPLIED MATERIALS	SUBCONTRACTOR	RACTOR	TOTAL
			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
LABOR			67	- \$		-		- \$		۔ د		- \$	•
Foreman - Excavate extra volume = 20 CY @ 0.024MNHRS/CY	20.0	СY		- \$	0.02	0.5	s	\$ 40	0	s		<del>،</del>	\$ 40
Laborer Group 4 - Excavate extra volume = 20 CY	20.0	СY		- \$	0.02	0.5	\$	: \$ 39	0	- S		<del>،</del>	\$ 39
Equipment Op Group 8 - Excavate extra volume = 20 CY	20.0	C∖	07	•	0.02	0.5	\$ 102.22	\$ 49	6	- S		•	\$ 49
Carpenter - F/S additional formwork = 40SF @ 0.5 MNHRS/SF	40.0	SF	67	•	0.50	20.0	\$ 85.44	\$ 1,709		s-		•	\$ 1,709
Foreman - Place additional concrete 16CY @ 0.667	16	ç	07	•	0.67	6.0	Ş	: \$ 500	0	- s		• \$	\$ 500
Laborer Group 4 - Place additional concrete 16CY @ 0.667	16	C√	65	-	0.67	6.0	\$ 80.84	\$ 485	10	۔ د		- \$	\$ 485
Engineering Time 8HOURS PER WEEK (TOTAL OF 5 WEEKS)	40	HRS	5	•		40.0	\$ 150.00	_	0	۔ د		•	\$ 6,000
	_			\$				۰ ډ		ه		•	•
EQUIPMENT				•		-		•		s.		ۍ ۲	ۍ ۱
Backhoe CAT 416C w/ Backhoe 20 CY @ 0.024 MNHRS/CY = 0.5 HRS	+			60				ۍ ډ		ه		۰ ب	\$ 60
Foreman's Truck - Ford F-150	7	HRS (	\$ 42.39 \$	\$ 297				• \$		- s		•	\$ 297
			07	•		-		• \$		۔ s		۰ ډ	•
Vendor			07	•		-		• \$		s		- \$	•
3/4" Plywood \$2.48/SF	40.0	SF		•				• \$	\$ 2.48			ج	\$ 99
2x4s - \$1.72/SF	40.0	SF	\$	•		-		• \$	\$ 1.72	s		<del>،</del>	\$ 69
Concrete 4500 PSI - additional 16CY	1.0	LS		•		-		•	\$ 3,532	s		s -	\$ 3,532
Increase in roof sheathing (Operations Building)	1.0	LS	07	•		-		•	\$ 555	\$ 555	<b>-</b>	- s	\$ 555
			07	•				•				<del>،</del>	ۍ ۲
Subcontractor			6	•		-		<b>۔</b> \$		s-		<b>.</b>	<del>،</del>
Additional Rebar - Quality Rebar (Operations Building, EPS2 and FB2	1.0	LS	57	•		-		• \$		s	\$ 15,753	\$ 15,753	\$ 15,753
Additional Shotcrete - Condon & Johnson (Retaining Wall)	1.0	LS	67	•		-		•		- S	\$ 5,000	\$ 5,000	\$ 5,000
Additional Concrete Pumped - JLS Concrete Pumping (EPS2)	1.0	LS		- \$				۔ \$		- s	\$ 580.14	\$ 580	\$ 580
Impacts on Pre-engineered Buildingn - All American (FB2)	1.0	LS		\$ -		-		۔ ج		s.	\$ 71,197	\$ 71,197	\$ 71,197
Structural Redesign - Stantec (All)	1.0	R	67	- \$		-		۔ ج		- S	\$ 57,135	\$ 57,135	\$ 57,135
Additional anchors and steel for the beam anchoring (Operations Building	1.0	S		•		-		۔ ج		۰ s	\$ 2,500	\$ 2,500	\$ 2,500
Upsized (thicker Gauge Studs) box beam over the windows at GL 1	1.0	LS	07	'		-		' S		- S	\$ 700	\$ 700	\$ 700
				' \$				۔ ج		۔ ج		•	•
TOTAL DIRECT COST				\$ 357		73.4		\$ 8,821	_	\$ 4,255		\$ 152,865	\$ 166,298
MARKUPS													
EQUIPMENT	20%			\$ 71									
OTHERITEMS	5%												
LABOR	25%							\$ 2,205	10				
MATERIALS	15%									\$ 638			
SUBCONTRACTS	5%											\$ 7,643	
SUBTOTALS WITH MARKUP				\$ 428				\$ 11,027		\$ 4,893		\$ 160,508	\$ 176,856
		Notoe.											
		NOICO.											

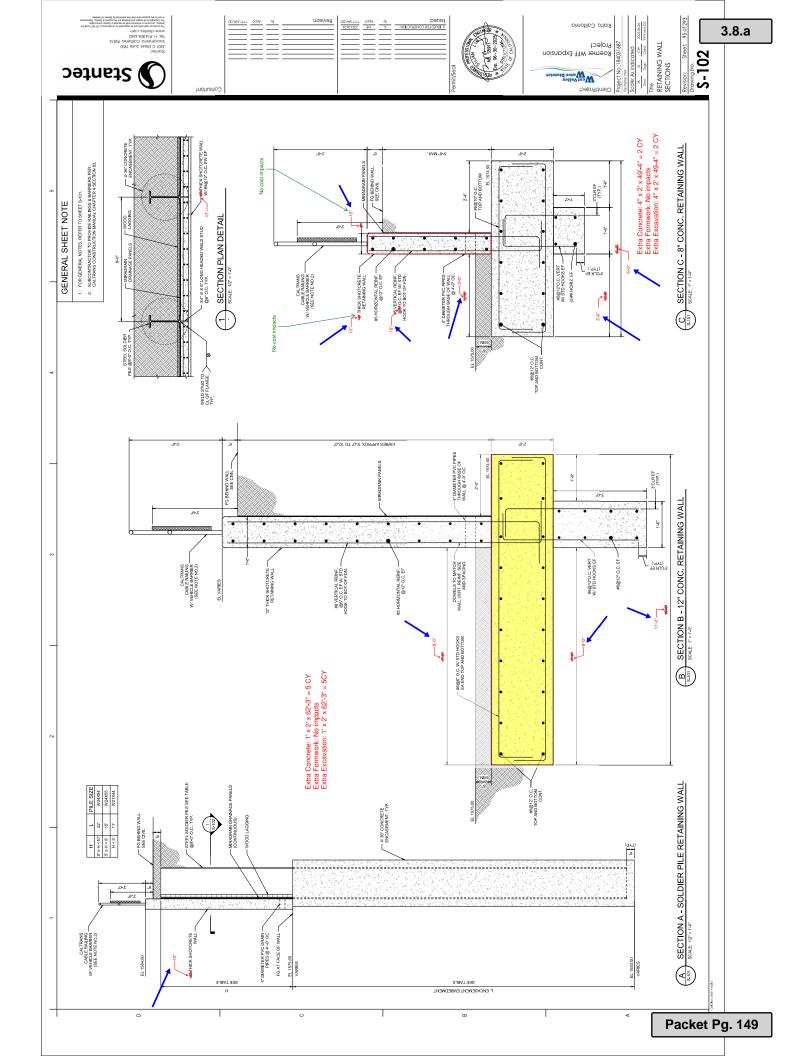
## IMPACTS TO FILTER BUILDING #2 SLAB

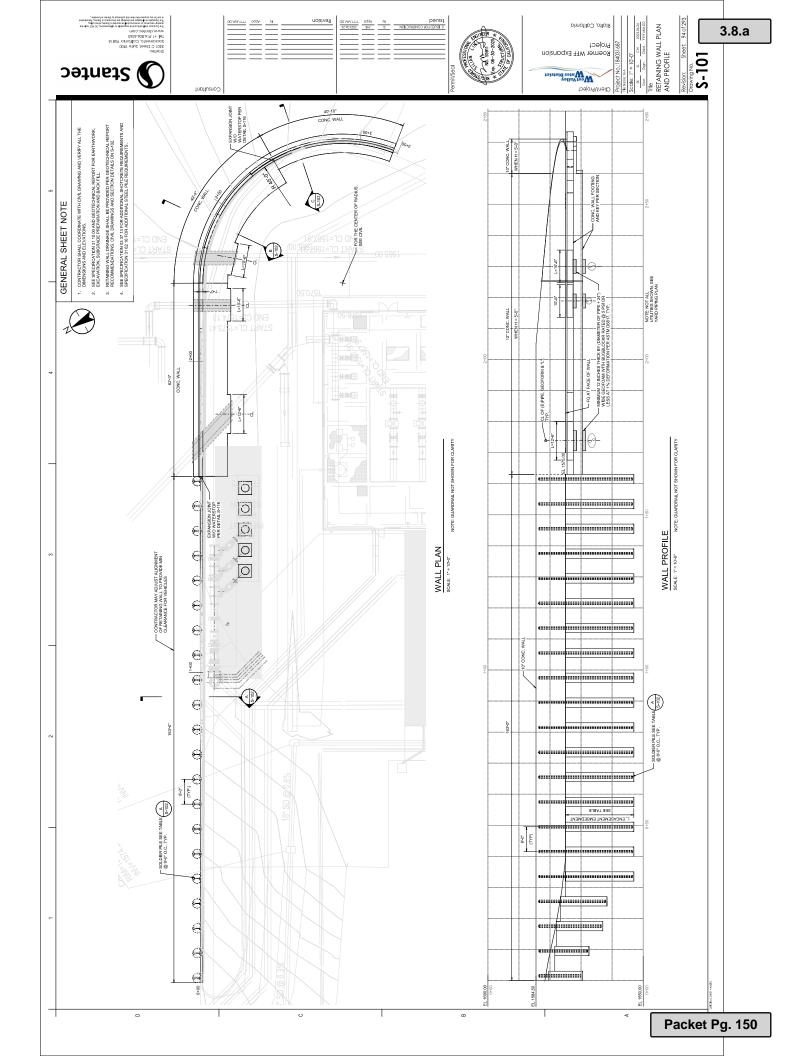


## IMPACTS TO RETAINING WALL

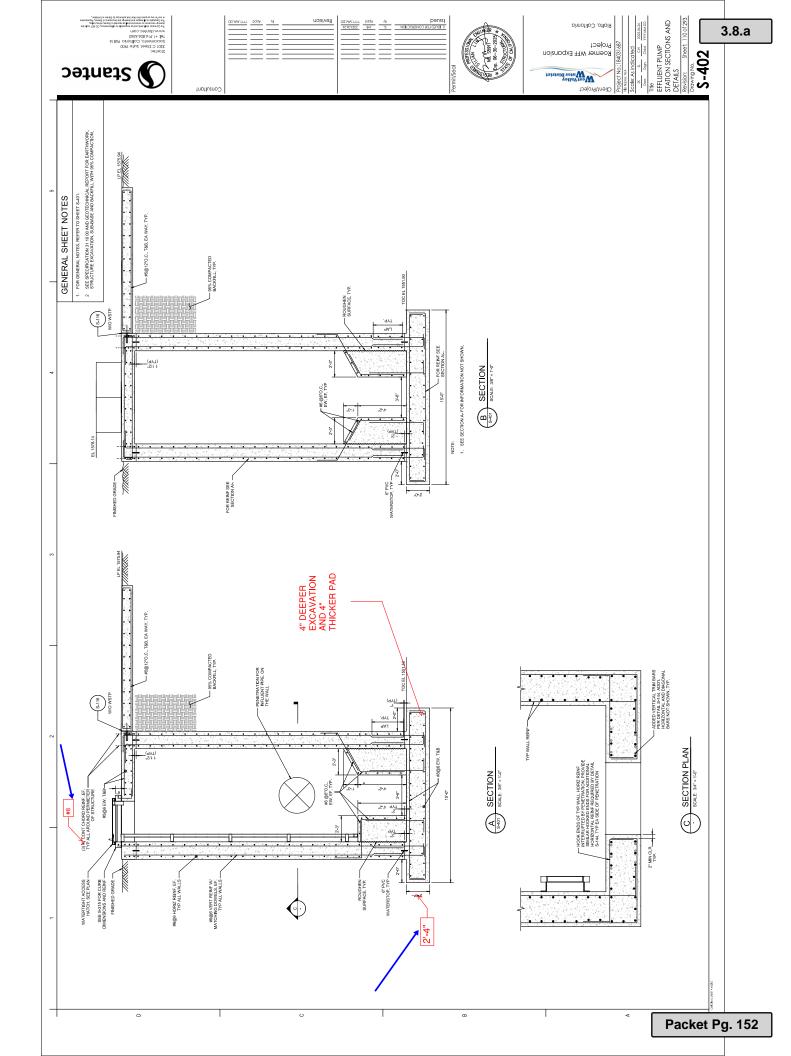
3.8.a

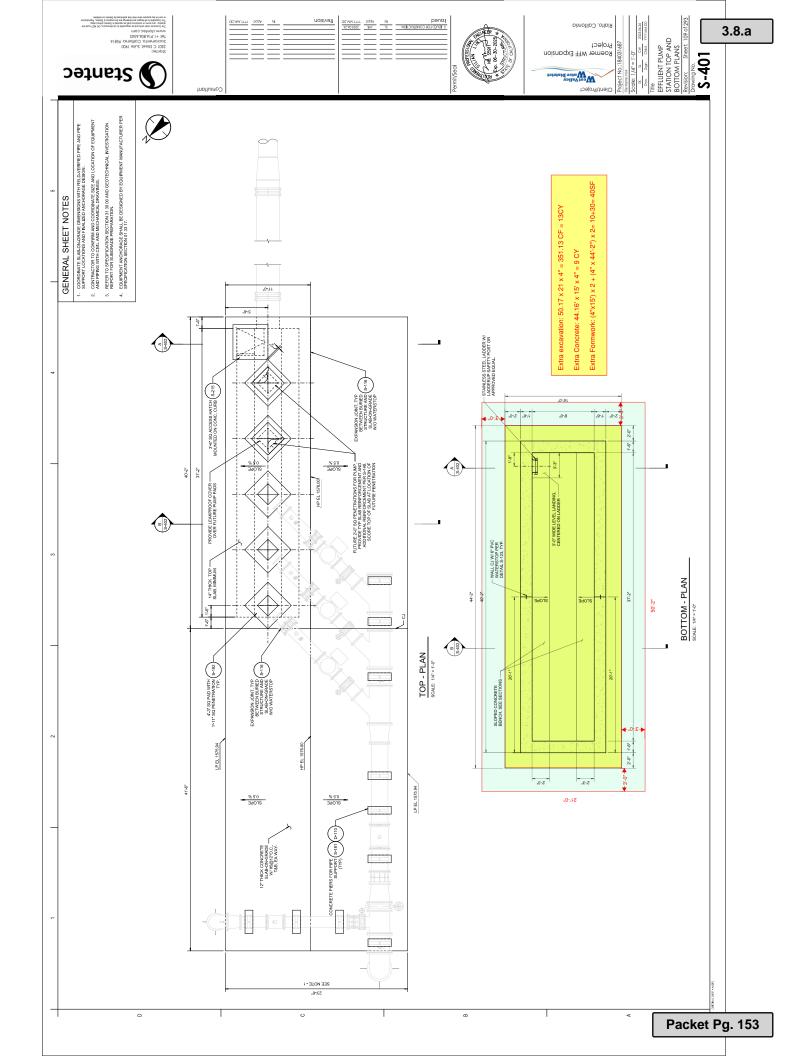
Packet Pg. 148





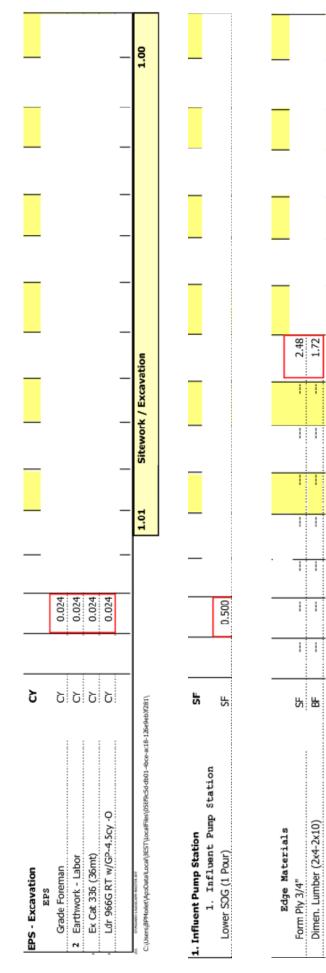
## IMPACTS TO EFFLUENT PUMP STATION





### PRODUCTION RATES USED FOR ESTIMATING LABOR COSTS

PCL'S ORIGINAL ESTIMATE LABOR PRODUCTION RATES WERE USED TO DETERMINE LABOR IMPACTS



|--|

## VENDOR/SUBCONTRACTORS QUOTES

### QUALITY REBAR, INC.

### **EPS AND RETAINING WALL**

P.O. Box 501877 San Diego, CA 92150-1877 \*WOSB-WOMAN OWNED SMALL BUSINESS ENTERPRISE

### **Change Order Request**

	liver Roemer on Fac. Ph.1-PCI	retaining wa	: Structural changes - new drawings dated 6-26-23 - Cost for g wall footing length revised , added expansion joints, wall 8 footing reinforcing revised			
То	Edy Ortega PCL Constructio	on Services, Inc.	COR Number: COR Revision Number: COR Date:	0		
Return To	Julia Vaughn Quality Rebar, In rfis@qualityreba		Work Type: Days Valid:	Price / Do Not Proceed <b>30</b>		

### RE

Structural changes - new drawings dated 6-26-23 - Cost for retaining wall footing length revised , added expansion joints, wall & footing reinforcing revised

### **Details**

Description	Cost / Rate	Qty / Hrs	Workers	Ext
Detailing	\$60.00	4.00 <i>Hrs</i>	1.00	\$240.00
Man Hours	\$96.00	32.00 <i>Hrs</i>	1.00	\$3072.00
Material	\$0.80	4,212.00 <i>POUNDS</i>	-	\$3369.60

Breakout

Labor : \$3,312.00 Overhead and Profit @ 15%: \$496.80 Material : \$3,369.60 Sales Tax @ 7.75%: \$261.14 Overhead and Profit @ 15%: \$544.61

Total: \$7,984.00

### **Reservation of Rights**

-\$560 (not resulting from Redesign) \$7.424

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Direction to proceed with work noted above will be interpreted as an acknowledgment and approval of said cost.

If work was already completed then cost is net 30 days and will be billed as such.

Signed By:

Dated: 9/20/2023

Tim Pitner Operations Manager

### **Kevin Goetz**

From:	RFIS <rfis@qualityrebarinc.com></rfis@qualityrebarinc.com>
Sent:	Tuesday, October 3, 2023 10:40 AM
То:	Edy Ortega; Tim Pitner
Cc:	Kevin Goetz; Aaron Harwood
Subject:	Re: Roemer- Retaining wall footing extension/Ductbank Re-route

Edy,

The 1-0 pop out extensions at retaining wall footing make up roughly \$560 of our CO #04. They add 273#'s a couple of Man Hours and 1 hour detailing.

Thanks,

Julia Vaughn Quality Rebar, Inc. 858-679-3934 ext. 112

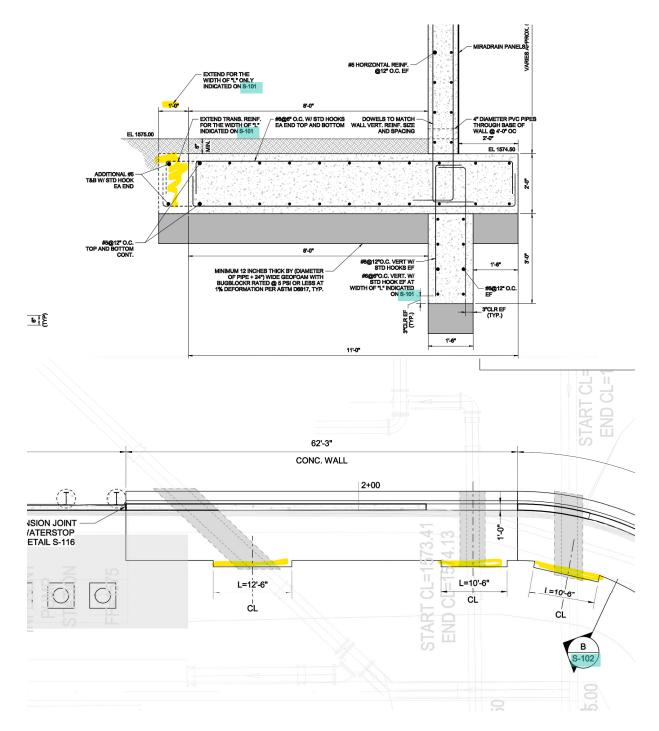
From: Edy Ortega <EdyOrtega@pcl.com>
Sent: Monday, October 2, 2023 3:49:37 PM
To: RFIS; Tim Pitner
Cc: Kevin Goetz; Aaron Harwood
Subject: RE: Roemer- Retaining wall footing extension/Ductbank Re-route

[CAUTION] This message originated outside of the organization, Do not click links or open attachments if you do not recognize the sender and know the content is safe

Julia,

Understood the pricing was included in the \$7k change order you sent over. With that being said we are trying to understand how much was the pricing (\$) for the 1' extension of the footing x the "L". Please see snips below for area. Just provide us pricing for the 1' extension by its corresponding "L" we have marked out below.

3.8.a



Thanks,

### Edy Ortega Project Engineer

### PCL Construction Inc.

3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806 M: (562) 681-2821 edyortega@pcl.com

www.pcl.com TOGETHER WE BUILD SUCCESS

### QUALITY REBAR, INC.

### **OPERATIONS BUILDING**

P.O. Box 501877 San Diego, CA 92150-1877 \*WOSB-WOMAN OWNED SMALL BUSINESS ENTERPRISE

### Change Order Request

23092A — Oliver Roemer Water Filtration Fac. Ph.1-PCL COR Subject: 60% design - multiple masonry vertical reinforcements for the operations building - GL 1 increased #9 @ 8" from #8 @ 8", GL B & E increased from #5 @ 8" from #5 @ 16", GL 3 increased #5 @ 8" from #5 @ 16".

То	Edy Ortega PCL Construction Services, Inc.	COR Number: 23092A-03 COR Revision Number: 0 COR Date: 9/15/2023
Return To	Julia Vaughn Quality Rebar, Inc. rfis@qualityrebarinc.com	Work Type: Price / Do Not Proceed Days Valid: <b>30</b>

### RE

60% design - multiple masonry vertical reinforcements for the operations building - GL 1 increased #9 @ 8" from #8 @ 8", GL B & E increased from #5 @ 8" from #5 @ 16", GL 3 increased #5 @ 8" from #5 @ 16".

### **Details**

Description	Cost / Rate	Qty / Hrs	Workers	Ext
Detailing	\$60.00	1.00 <i>Hrs</i>	1.00	\$60.00
Man Hours	\$96.00	32.00 <i>Hrs</i>	1.00	\$3072.00
Material	\$0.80	4,769.00 <i>POUNDS</i>	-	\$3815.20

Breakout	
Labor :	\$3,132.00
Overhead and Profit @ 15%:	\$469.80
Material :	\$3,815.20
Sales Tax @ 7.75%:	\$295.68
Overhead and Profit @ 15%:	\$616.63
Total:	\$8,329.00

### **Reservation of Rights**

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Direction to proceed with work noted above will be interpreted as an acknowledgment and approval of said cost.

If work was already completed then cost is net 30 days and will be billed as such.

Signed By:

Dated: 9/15/2023

Tim Pitner Operations Manager



July 31, 2023 (Via E-mail Only) CJA-23043-SL-001

PCL Construction 1711 W. Greentree Dr. Suite 201 Tempe, AZ 94621

Attn: Kevin Goetz KGoetz@pcl.com

RE: Oliver P. Roemer Water Filtration Facility Expansion RCO#001 Wall Thickness Increase.

Kevin,

Please refer to the email from Wednesday 7/26 that structural changes have been made to the plans.

This change order covers the added costs for shotcrete and crew duration increase.

Please issue a change order for the amount of \$5,000.

If you have any questions, please do not hesitate to call.

Sincerely, Condon-Johnson & Assoc., Inc.

Briton Williams Project Engineer

480 Roland Way, Suite 200 Oakland, CA 94621 Tel: (510) 636-2100 Fax: (510) 568-9316 1100 Wilshire Boulevard, Suite 400 Los Angeles, CA 90017 Tel: (909) 390-0268 Fax: (909) 605-7629 9012 South 208th Street Kent, WA 98031 Tel: (425) 988-2150 Fax: (425) 988-2151 3434 Grove Street Lemon Grove, CA 91945 Tel: (858) 530-9165 Fax: (858) 530-9171 1239 NE 92nd Avenue Portland, OR 97220 Tel: (503) 455-8550 Fax: (503) 647-1968

ATION Packet Pg. 163

DEEP FOUNDATIONS • EARTH RETENTION •

**GROUND IMPROVEMENT** •

T • EXCAVATION

### Re: WVWD ROEMER- Concrete Retaining Wall



		← Reply	🤲 Reply All	ightarrow Forward	ij	•••
--	--	---------	-------------	-------------------	----	-----

Fri 7/21/2023 8:35 AM

### [External Email]

### Edy,

The small end wall switching to a 10" thickness from an 8" thickness will not affect our pricing.

### Thanks,

### Steve



### Steve Jimenez Senior V.P. Commercial Sales Boulderscape, Inc. 1050 Calle Negocio San Clemente, CA 92673 949.661.5087 office 704.438.9963 Direct Line 949.661.3397 fax 949.370.8952 mobile steve@boulderscape.com www.boulderscape.com

"Installers of more than 12 million square feet of structural/architectural shotcrete nationwide"

		ALI	- AMERICAN IRON WO	RKS	
		C	HANGE ORDE	R	
TO: p	cl constru	iction		CO #	1
1	711 w gre	en tree drive suite 201	1	DATE	7/24/2023
te	empe			PROJECT NAME	oliver p romer water
a	z 85284			PROJECT #	5403269
Change Orde	er Title:	3010	n cedar ave rialto ca S	12377	
1. update	scope t	o match current c	onditions nucor b	uilding materia	Is change from
catigory 2				J	J
structure a	ind adds	ding: The Risk Cate additional design a ht of the building we	and fabrication con		
ar maana ahaa ahaa ahaa ahaa ahaa ahaa aha			see attached		
Cost Summa	rv:	Material	\$ 56,929.00	and have reach block of the set of a second	agin di Annahar Annahari anna praedhar d' - Aline d' - Angel (A
No line and the second s		Shop Labor			
	$\mathcal{C}$	Y Field Labor	mm		THE PRIME
	7	tax and oh/profit	\$ 14,267.83	X	
	U U	Potal	\$ 71,196.83	$\sim$	
	•				
If you have a	ny questi	ons, feel free to contac	ct me at (951) 830-282	.8.	
Sincerely, <b>ALAN SRADE</b> ALL AMERIC, P.O.BOX 840 HELENDALE	AN IRON \ ) pmb 144				
Attached File	es:	c	ost increase from nuc	Dr	
		n den en ante de la compañía de la c			



800-834-7557





ROCK • BASE MATERIALS • SAND READY MIX CONCRETE

800-232-3695

	March 9, 202.	3 – REVISED				
	P C L CONSTRUCTION SVC'S INC.		Acct. #: 70700	Pla	nt: 24	Dir # BIDDING
Attn: EDY			Mp Pg: 575D2	C/0	įt. 230309	Agg./Qt.
E-mail: <u>EDYORTEGA@PCL.COM</u>	4		Yards: 241	Do	dge #: NDF	Prevailing Wage: YES
Re: ROEMER PRJ 3010 CEDA	R AVE., RIALTO					
CONCRETE MIX DESIGN	DESCRIPTI	ON			PR	RICE PER YARD
	PER SPEC	<u>S:</u>				
EPS			ng Wall: as e after 12/		•	⊦\$5/CY
	9.50 x 9Y=\$175.50 Fee= \$70/load x 1 = \$70 \$140.69	AB219 Enviror Tax @	imental Fe 7.75%= \$ 1,575.85 PART C WORK — COMPL	= 70 90= - 113. 0F T TO I .ETE	Y x \$19 \$70/load 34 HE	9.50=\$136.50 d x 1 = \$70
			12/31/2	3		
GPC1	5000 P/PL .38 W/C W/ ADVA	(Added on 9/11/23				\$174.43
Robertson's will not be respon	** Shrinkage not in sible for delays due to NSF61 testing. There will not	dicated **		ll other	NSF61 testing	
will only be started with a s ** <u>Please Note:</u> For the mixe	** Shrinkage not in sible for delays due to NSF61 testing. There will not a igned contract for this project. All charges for this so s quoted above if the compressive age breaks, flexur required. The cost of the tests will	dicated ** be NSF61 testing o ervice will be the r al age breaks, ag be the responsibi	wailable for flyash. A esponsibility of the B gregate tests or any lity of the buyer. **	buyer. <u>C</u> other d	OST PER MIX MA	can take 3-6 months and AY REACH \$20.000.00. nt enough & testing is
will only be started with a s ** <u>Please Note:</u> For the mixe <u>PREVAILING WAGE:</u> Fo	** Shrinkage not in sible for delays due to NSF61 testing. There will not igned contract for this project. All charges for this so s quoted above if the compressive age breaks, flexur required. The cost of the tests will r this job, a \$2,500.00 one-time fee will be billed and THE ABOVE PRICES INCLUDE ALL INCR	ndicated ** be NSF61 testing of ervice will be the r al age breaks, agg be the responsibl an additional <mark>\$19</mark> EASES AND ARE V	wailable for flyash. A esponsibility of the B gregate tests or any lity of the buyer. ** 50 per yard premiun 'ALID UNTIL: 12/31,	buyer. <u>C</u> other d n has b /23.	OST PER MIX M ata is not curre een included to	can take 3-6 months and <u>AY REACH \$20,000.00.</u> nt enough & testing is the prices above.
will only be started with a s ** Please Note; For the mixes PREVAILING WAGE: Fo PREVAILING WAGE: Fo ** Cement Powder & Fly-ash a unavailable fo ** CUSTOMER MUST NOTIFY ROBEI RDS OR MORE WILL BE BILLED A * CUSTOMER MUST NOTIFY ROBEI RDS OR MORE WILL BE BILLED A * e purchaser shall ensure that Robe ase e-mail copies to qc@rrmca.cor above prices are net; discounts are i fronmental Fee; All concrete loads wi rgy Surcharge: All shour notice is requin trady Rates: Add \$8.00 hour and holiday rates. ht Pours: A 13-hour notice is requin very Restrictions; Due to the distance ts for testing, inspection and/or mix rcellations; Must be done 24-hours ting Data: If the compressive age bre er.	** Shrinkage not in sible for delays due to NSF61 testing. There will not signed contract for this project. All charges for this se s quoted above if the compressive age breaks, flexur required. The cost of the tests will r this job, a \$2,500.00 one-time fee will be billed and THE ABOVE PRICES INCLUDE ALL INCR re currently experiencing a shortage and may ex- tor use in concrete at certain times. Please contact <u>ROBERTSON'S DIF</u> RTSON'S OF ANY JOB REQUIRING PREVAILING WAGES A \$2,500.00 ONE TIME FEE PER CONTRACT AND AN ADDI AN ADDITIONAL \$28.501 ertson's is provided copies of all reports of tests perfor p. Costs for testing, inspection and/or mix designs, who	dicated ** be NSF61 testing a revice will be the r al age breaks, age be the responsibi an additional \$19 EASES AND ARE V reperience supply tyour sales reprised tyour sales reprised an required, are the t delivered. delivered. delivered. delivered bester to o onal \$2,000.00 plant s to be delivered bey the seller for costs a very restrictions. Pl- n guidelines may h is not current enough	wailable for flyash. A esponsibility of the B gregate tests or any lity of the buyer. ** 50 per yard premiur (ALID UNTIL: 12/31, interruptions. The: esentative should y R AFTER JULY 1, 2016 R YARD PREMIUM. JC M. ** mples taken to deter e responsibility of the ditional time will be ch ar current short load ta copening fee. rond the normal busines coroud the normal busines corous busines corous busines and the statistic per subject to a \$2,000. gh & testing is required	arged at able for a ss hours o delays. 7.	OST PER MIX M. ata is not curre een included to <u>ruptions could</u> <u>e any question</u> ORDANCE WITH H LESS THAN 2C mpliance with s a rate of \$2.00 pc Il other short loa of 5:00 a.m. to 3:0	can take 3-6 months and AY REACH \$20,000.00. Int enough & testing is the prices above. d make this material 15. ** H AB219. JOBS WITH 200 D0 YARDS WILL BE BILLED pecification requirements er minute. d fees. D0 p.m., M-F. Please call for



Customer:	PCL Construction
Address:	3750 Schaufele Ave. Long Beach Ca.
Contact:	Edy Ortega
Contact Phone:	951-515-1230
Email:	edyortega@pcl.com

Date: Project Name: Jobsite Address: Quotation Expires:

2/17/2023 WVWD Roemer Project 3010 N. Cedar Ave. Rialto Ca. 7/1/2023

### \*THESE ARE THE INDIVIDUAL MACHINE RATES. LABOR RATES ARE LISTED BELOW & MUST BE ADDED TO QUOTED AMOUNTS\*

16CYx \$2.35/CY= \$37.60 2HRs x \$90/HR = \$180 2HRs x \$164.85 (5% increase start July 1st) = \$329.70 Environmental Fee: 6% = 547.30 x 1.06 = \$580.14

### \*\*\*TELEBELTS\*\*\*

### TB-110 (110') Telebelt: \$150.00 per hour with a (5) hour minimum, plus .. \$3.00 per cubic yard/ton.

LABOR	STRAIGHT TIME	OVERTIME	DOUBLE TIME
Operators	\$157.00	\$221.00	\$261.00
Oilers	\$152.00	\$208.00	\$249.00

### **Conditions:**

The labor rates are in accordance with SCCA Local 12 Union Labor Agreement and will be billed accordingly, with a four (4) or eight (8) hour minimum on labor charges.

Labor and equipment rates are charged for set-up and washout.

Set-up time One (1) hour on all equipment. Washout time for all pumps is One (1) hour, minimum. Telebelt washout time is One and One Half (1-1/2) hours, minimum.

Washout time starts when <u>ALL</u> perishable material is out of the boom or off the belts.

All Labor, including travel time "portal to portal", will be billed at applicable labor rates. Overtime rates are charged between 4:00 PM and 3:00 AM & Saturday. Sundays, Holidays and after 12 consecutive hours on jobsite, are double time labor rates per SCCA Local 12 union agreements. Should an overriding IUOE Local 12 labor agreement apply to a project, labor will be billed according to the agreement in force for compliance.

Oilers are required on 46 Meter boom pumps and larger, when the operator cannot see the pour from the pump or when safety is an issue.
Two men are required on hard rock pours with over 200 feet of system.
There will be a charge of \$1.00 per foot for system over 50 feet on boom pumps and over 200 feet on trailer pumps.

 The 4-yard hopper delivery & pickup, any system delivery and/or setup and any pipe welding needed will be billed at applicable labor rates.
 Pours requiring a caisson jib section will be billed an additional \$75.00 daily rental fee plus a total of four hours' labor to install and remove the jib section. Contractor is required to provide a safe area for pump to set up.
 Contractor is required to provide a washout area that is environmentally

acceptable to any and all appropriate government agencies.

A \$375.00 fee will be added to all invoices on jobs requiring an off-site washout.
 Special city permits or clearances required for pumps and/or labor, not supplied by contractor, will be obtained by JLS at applicable fees or labor rates.

 Customers are advised that all afternoon pours are subject to delay from morning pours.

Labor rates good until June 30<sup>th</sup>, 2023 & not to exceed 5% on July 1<sup>st</sup>, annually.

- A \$30.00 permit/compliance fee will be added to each invoice.
- A 6% fuel/environmental/CARB fee will be added to each invoice. There will be
- a 1% increase added for every \$.50 in excess of \$5.00 per Gal. baseline. Please refer to <u>https://www.ttnews.com/2022-doe-regional-diesel-fuel-prices</u>.

Payment terms are Net 30.

♦ A 3% fee will be added to all credit card transactions.

Cancellation Charges: 4-Hour Minimum on equipment and labor unless cancellation is received three (3) hours before scheduled arrival/on job time.
 JLS does not accept back charges. Concrete pumps are subject to occasional mechanical failures. If assured performance is required, stand-by pumps are offered at above quoted rates.

Contractor is required to notify JLS of OCIP, CCIP, certified payroll and payment system requirements prior to arrival on site. JLS will not accept fees, fines or deducts for work performed prior to notice of requirements. Should lack of notice necessitate accelerated reporting, additional administrative fees will apply.

Please reply with your acceptance. If our services are scheduled through dispatch, we will treat this as your acceptance.

**JLS Concrete Pumping** 

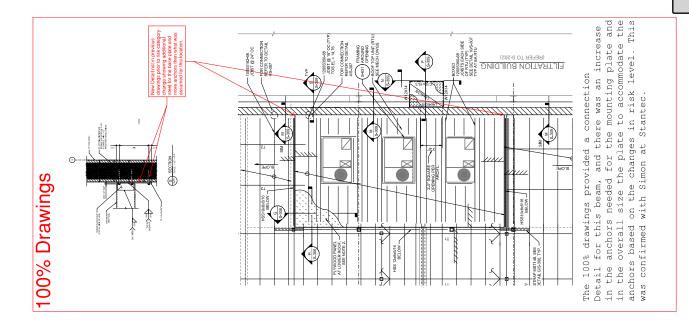
Wayne Caylor JLS Sales/Service Rep.

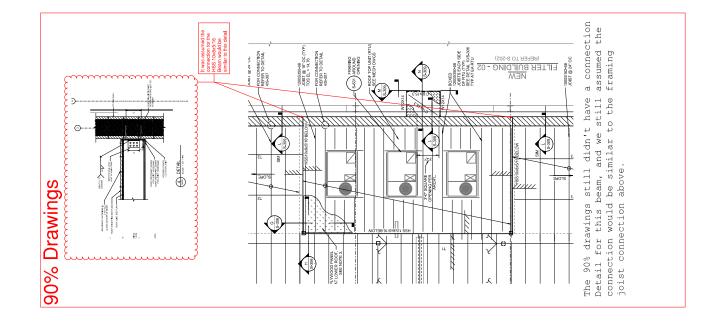
Accepted By: Company name:

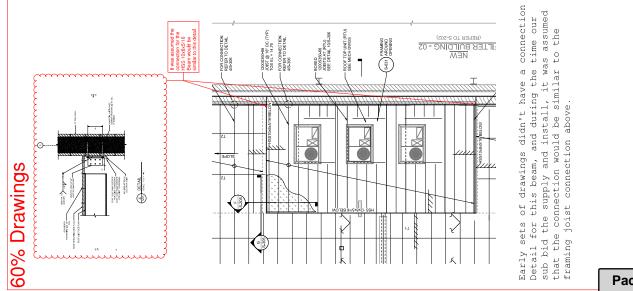
Customer's name Title

<sup>40</sup> Meter-125' Boom Pump: \$ 90.00 per hour with a (5) hour minimum, plus ......\$2.35 per cubic yard.

Additional anchors and steel for the beam anchoring.







3.8.a

Packet Pg. 169

### INCREASE IN ROOF SHEATHING AT THE OPERATIONS BUILDING



### SQUIRES LUMBER COMPANY, INC. 333 EAST F ST **PO BOX 431 COLTON, CA 92324** PHONE: (909) 825-1882

сият NO: 62379	<b>JOB NO:</b> 000	PURCHASE ORDER: QUOTE	REFERENCE: GRANT	terms: NET 30 ADI	clerk: TAMARA	DATE / TIME: 9/13/23	11:59
SOLD TO:			SHIP TO:	EXP. DATE: 9/18/23	TERMINAL: 431		
	NSTRUCT	ON - ARIZONA EE DR.			)		
SUITE 2 TEMPE		AZ 85284		SALESPERSON: CP CI TAX: AZ AF	HRIS PAXSON RIZONA-NON TAX		

### \*ALL SPECIAL ORDERS ARE FINAL & NON-REFUNDABLE\*

LINE	SHIPPED			SKU	DESCRIPTION	UNITS	PRICE/	PER	EXTENSION		TAX
1		100		5848ACX	5/8 4X8 AC EXT. PLYWOOD	100	44.50		4,450.00		L01
2		1	EA	NCF	Thanks for the Business!	1		/EA	N/C	N	
					Total Plywood/Wallboard: 3200.00/SF						
					Energy Surcharge				150.00		
					L01				105.00		
					Taxes at 7.75%				364.64		
					Total				5069.64		
					REPRIN	Т					
	•	•		•				TA	X CODE TA	АХ АМС	

L01 ΑZ



TAX AMOUNT 0.00 TOTAL 4450.00

Х

Received By

Tax Codes

TOT WT: 5500.00

L01 1% CA LUMBER ASSESSM AZ ARIZONA-NON TAX

3.8.a PAGE

ESTIMATE: 644031/1



### SQUIRES LUMBER COMPANY, INC. 333 EAST F ST PO BOX 431 COLTON, CA 92324 PHONE: (909) 825-1882

сият но: 62379	<b>JOB NO:</b> 000	PURCHASE ORDER: QUOTE	REFERENCE: GRANT	terms: NET 30 ADI	clerk: TAMARA	DATE / TIME: 9/13/23	11:54
			•		TERMINAL: 431		
1711 W	GREENTR	ION - ARIZONA REE DR.	SHIP TO:	<b>EXP. DATE</b> : 9/18/23			
SUITE 2 TEMPE		AZ 85284		SALESPERSON: CP CH TAX: AZ AF	HRIS PAXSON RIZONA-NON TAX		

### \*ALL SPECIAL ORDERS ARE FINAL & NON-REFUNDABLE\*

1       100       PC       34438ACX       34438 AC EXT, PLYWOOD       100       49.65 /PC       4.965.00 N       L01         2       1       EA       NCF       Thanks for the Business!       1       1       /EA       NCC N       NC         1       Total Plywood/Wallboard: 3200.00/SF       Energy Surcharge       101       1       1       /EA       NC       NC       N         1       Taxes at 7.75%       Total       105.00       105.	LI	NE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	UNITS	PRICE/	PER	EXTENSION		TAX
Total Plywood/Wallboard: 3200,00/SF       150.00         Energy Surcharge       150.00         L01       105.00         Taxes at 7.75%       404.55         Total       5624.55         REPRINT       5624.55		1					3/4 4X8 AC EXT. PLYWOOD	100	49.65	/PC	4,965.00	N	L01
Energy Surcharge       150.0         L01       105.00         Taxes at 7.5%       404.55         Total       5624.55         REPRINT       10         Image: State Sta		2		1	ΕA	NCF	Thanks for the Business!	1		/EA	N/C	N	
Energy Surcharge       150.0         L01       105.00         Taxes at 7.5%       404.55         Total       5624.55         REPRINT       10         Image: State Sta							Total Plywood/Wallboard: 3200.00/SF						
											150.00		
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							L01				105.00		
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							Taxes at 7.75%				404.00		
							Total				5624.55		
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Tax Codes

TOT WT: 6600.00

L01 1% CA LUMBER ASSESSM AZ ARIZONA-NON TAX PAGE **3.8.a** 

ESTIMATE: 644030/1

Packet Pg. 172

0.00

STANTEC TIME SHEETS

# **184031687: Oliver P. Roemer Water Filtration Facility Upgrades and Expansion Project** Hours spent for Structural Redesign - Change from Risk Category II to Risk Category II

Project	Code	Category	Subcode	Discipline	Type	Date	Number of Hours	Unit	Name	Rate	Total	Task Description
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor 8/8/2023	8/8/2023	0.50	HOURS	HOURS Yoon, Debbie (332)	\$ 240	240 \$ 120 0	O Compile calculations for retaining walls (Risk Category updates)
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor 8/9/2023	8/9/2023	2.00	HOURS .	HOURS Yoon, Debbie (332)	\$ 240	240 \$ 480 <mark>0</mark>	O Compile calculations for retaining walls (Risk Category updates)
184031687	7	7 Risk Category Update	7.2	7.2 Structural Engineer	Direct Labor 8/10/2023	8/10/2023	2.00	HOURS	HOURS Yoon, Debbie (332)	\$ 240	\$ 4	3 240 \$ 480 Compile calculations for FB2 & Operations Bldg (Risk Category updates)
							4.50	HOURS			\$ 1,0	<b>\$ 1,080</b> Week of 8/7
							39.50	HOURS			\$ 7,9	<b>7,950</b> Week of 7/31
							00'26	HOURS			\$ 22,7	<b>\$ 22,793</b> Week of 7/24
							102.25	HOURS			\$ 25,3	<b>\$ 25,312</b> 71/12/2023 to 7/23/2023
							243.25	HOURS			<u>\$ 57,1</u>	<b>5 57,135</b> Totals as of 8/14/2023

# **184031687: Oliver P. Roemer Water Filtration Facility Upgrades and Expansion Project** Hours spent for Structural Redesign - Change from Risk Category II to Risk Category II

10000	Cado		Cubacda.	Cionine C	-	, tec	Number of	41-11	Nome		Loto T	Toth Doct the
Project	Code	caregory	Subcode	niscipline	adi	Date	Hours		Name	עמופ	10141	
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor	7/31/2023	2	HOURS	Lin, Simon (153)	\$ 300	Ş	600 Risk category updates redesign review
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor	8/1/2023	2	HOURS	HOURS Lin, Simon (153)	\$ 300	Ş	600 Risk category updates redesign review
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor	8/2/2023		HOURS	Lin, Simon (153)	\$ 300	Ş	300 Risk category updates redesign review
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor	8/3/2023	1	HOURS	HOURS Lin, Simon (153)	\$ 300	Ş	300 Risk category updates redesign review
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor	8/4/2023	-1	HOURS	Lin, Simon (153)	\$ 300	Ş	300 Risk category updates redesign review
							_					Risk category update -Respond to 90% Review
184031687	7	Risk Category Update	7.5	Structural Engineer	Direct Labor	8/3/2023	1.5	HOURS	HOURS Yoon, Debbie (332)	\$ 240 \$		360 comment pm wall anchorage detail in Operation
												Building & markups
184031687	7	Risk Category Update	7.4	Architecture	Direct Labor	8/4/2023	1	HOURS	HOURS Navarro, Elizabeth (164)	\$ 240	Ş	240 energy calc review for eric
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor	7/31/2023	7.5	HOURS	HOURS Kate, Sameer (331)	\$ 175	Ş	1,313 Update Roemer model and 2d sheets as per markup
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor	8/2/2023	ŝ	HOURS	HOURS Kate, Sameer (331)	\$ 175	Ş	525 Update Roemer model and 2d sheets as per markup
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor	8/3/2023	∞	HOURS	HOURS Kate, Sameer (331)	\$ 175	Ş	1,400 Update Roemer model and 2d sheets as per markup
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor	8/4/2023	∞	HOURS	Kate, Sameer (331)	\$ 175	Ş	1,400 Update Roemer model and 2d sheets as per markup
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor	7/31/2023	1.5	HOURS	HOURS Sakhalkar, Jidnyasa (155)	\$ 175	Ş	263 Risk Category updates Drawing checking
184031687	7	Risk Category Update	7.2	Structural Engineer	Direct Labor	8/4/2023	2	HOURS	Sakhalkar, Jidnyasa (155)	\$ 175	\$ 350	Risk Category updates Drawing checking. Coordination.
							39.50				\$ 7,950	<b>\$ 7,950</b> Week of 7/31
							97.00				\$ 22,793	<b>\$ 22,793</b> Week of 7/24
							102.25				\$ 25,312	<b>\$ 25,312</b> 71/12/2023 to 7/23/2023
							238.75	HOURS			\$ 56,055	<b>5 56,055</b> Totals as of 8/7/2023

## 184031687: Oliver P. Roemer Water Filtration Facility Upgrades and Expansion Project Hours spent for Structural Redesign - Change from Risk Category II to Risk Category III 7/12/73 to 7/28/23

						d Early Works IFC																				
Task Description	1,200 redesign review, coordination and issuing -earlywork	1,800 redesign review, coordination and issuing -earlywork	300 \$ 1,200 redesign review, coordination and issuing -overall	1,200 redesign review, coordination and issuing -overall	1,200 redesign review, coordination and issuing -overall	Drawing final check, issue date revisions and uploading revised Early Works IFC package	93 Filtration Building platform design	185 Filtration Building platform design	93 Filtration Building platform design	833 Filtration Building platform design	2,880 OPB Update Shear Wall and Diaphragm Design	2,640 OPB Update Shear Wall and Diaphragm Design	240 \$ 1,200 OPB Update Foundation Design and Wall Detailing	1,920 OPB Update Foundation Design and Wall Detailing	240 Revise Wall Anchor force on Grid 3 of Operation Building	1,200 Revise Wall Anchor design on Grid 3 of Operation Building	720 Revise Wall Anchor design on Grid 3 of Operation Building	700 Update model and drawings as per markup.	Update model and drawings as per markup.	1,400 Update model and drawings as per markup.	1,400 Update model and drawings as per markup.	88 Drawing Checking and coordination.	88 Drawing Checking and coordination.	<b>\$ 22,793</b> Week of 7/24	<b>5 25.312</b> 71/12/2023 to 7/23/2023	
Total	1,200 re	1,800 re	1,200 re	1,200 re	1,200 re	165 Dr	93 Fil	185 Fil	93 Fil	833 Fil	2,880 OF	2,640 OF	1,200 Of	1,920 Of	240 Re	1,200 Re	720 Re	700 UF	350 UF	1,400 Up	1,400 UF	88 Dr	88 Dr	2,793 W	5.312 71	
	300 \$	300 \$	\$ 00	300 \$	300 \$	330 Ş	185 \$	185 \$	185 \$	185 \$	240 \$	240 \$	240 \$	240 \$	240 \$	240 \$	240 \$	175 \$	175 \$	175 \$	175 \$	175 \$	175 \$	\$ 2	\$ 2	
Rate	÷ Ş	÷	е Ş	\$ 3	÷	ۍ ع	\$ 1	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1			
Name	-in, Simon (153)	Lin, Simon (153)	Lin, Simon (153)	Lin, Simon (153)	Lin, Simon (153)	Neprud, Sean (923)	Spiro, Jeffrey (257)	Spiro, Jeffrey (257)	HOURS Spiro, Jeffrey (257)	Spiro, Jeffrey (257)	HOURS Wong, Steven (811)	Wong, Steven (811)	HOURS Wong, Steven (811)	Wong, Steven (811)	HOURS Yoon, Debbie (332)	HOURS Yoon, Debbie (332)	Yoon, Debbie (332)	HOURS Kate, Sameer (331)	Kate, Sameer (331)	HOURS Kate, Sameer (331)	Kate, Sameer (331)	Sakhalkar, Jidnyasa (155)	Sakhalkar, Jidnyasa (155)			
Unit	HOURS I	HOURS I	HOURS I	HOURS I	HOURS I	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS Y	HOURS I	HOURS I	HOURS I	HOURS I	HOURS 3	HOURS			
Number of Hours	4.00	6.00	4.00	4.00	4.00	0.50	0.50	1.00	0.50	4.50	12.00	11.00	5.00	8.00	1.00	5.00	3.00	4.00	2.00	8.00	8.00	0.50	0.50	97.00	102.25	
Date	2023-07-24	2023-07-25	2023-07-26	2023-07-27	2023-07-28	2023-07-27	2023-07-26	2023-07-24	2023-07-25	2023-07-26	2023-07-22	2023-07-22	2023-07-23	2023-07-23	2023-07-23	2023-07-24	2023-07-25	2023-07-24	2023-07-26	2023-07-27	2023-07-28	2023-07-26	2023-07-27			
Type	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor			
Discipline	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Mechanical	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer			
Subcode	7.2	7.2	7.2	7.2	7.2	7.5	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.5	7.2	7.2	7.2	7.2	7.2	7.1			
Category	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update			
Code	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7			
Project	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687			

## 184031687: Oliver P. Roemer Water Filtration Facility Upgrades and Expansion Project Hours spent for Structural Redesign - Change from Risk Category II to Risk Category III 7/12/73 to 7/23/23

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Task Description	structural redesign for Risk Category Change	Update Calcs-FB2 Foundation and retaining walls for Risk Category adjustment.	Revised and updated EPS hydrodynamic and seismic loads	structural redesign for Risk Category Change	Update Calcs-retaining walls for Risk Category adjustment.	Revised EPS seismic loads and top slab design	1,050 structural redesign for Risk Category Change	960 Revised EPS Wall Out-of-plane design and Diaphragm Design	185 Updated SAFE model for the filter building PEMB Foundation design	240 Revised EPS Shear Wall Designs	480 Operation Building: Wall out-of-plane calc - Grid 3	300 structural redesign for Risk Category Change	1,064 Updated SAFE model for the filter building PEMB Foundation design	960 Revised EPS Foundation Design	120 Internal QC Coordination for EPS effluent pump station Calc Revisions	1,200 structural redesign for Risk Category Change	495 Review of structural changes required for effects on the mechanical design	Retaining wall re-design: calcs and update drawings S-101 & 102, QC meeting	structural redesign for Risk Category Change	Revised EPS Shear Wall Designs	update drawings as per comment.	1,200 structural redesign for Risk Category Change	Risk category update work: Internal coordination meeting to discuss status and 338 schedules with discipline lead Simon Lin. Attend 0.5 hr meeting with WVWD and	PCL at 1 pm	Retaining wall re-design: calcs & markups Operation Building: Wall out-of-plane calc grid 3	1,800 structural redesign for Risk Category Change	Drawing checking	OPB operations building Update Shear Wall and Diaphragm Design	1,200 OPB operations building Update Foundation Design and Wall Detailing		
Total	\$ 300	\$ 1,560	\$ 960	\$ 1,200	\$ 1,560	\$ 1,440	\$ 1,050	\$ 960	\$ 185	\$ 240	\$ 480	\$ 300	\$ 1,064		\$ 120	\$ 1,200	\$ 495	\$ 960	\$ 1,440	\$ 240	\$ 525	\$ 1,200	\$ 338		\$ 480	\$ 1,800	\$ 175	\$ 2,880	\$ 1,200		\$ 25,312
Rate	300	240	240	300	240	240	300	240	185	240	240	300	185	240	240	300	330	240	240	240	175	240	338		240	300	175	240	240		•/
a	Lin, Simon (153) \$	Yoon, Debbie (332)	Wong, Steven (811) \$	Lin, Simon (153) \$	Yoon, Debbie (332) \$	Wong, Steven (811) \$	Lin, Simon (153) \$	Wong, Steven (811) \$	Spiro, Jeffrey (257) \$	Wong, Steven (811) \$	HOURS Yoon, Debbie (332) \$	Lin, Simon (153) \$	HOURS Spiro, Jeffrey (257) \$	Wong, Steven (811) \$	Wong, Steven (811) \$	Lin, Simon (153) \$	Neprud, Sean (923) \$	Yoon, Debbie (332)	Lin, Simon (153) \$	Wong, Steven (811) \$	Kate, Sameer (331) \$	Lin, Simon (153) \$	Murthy, Umesh (616) \$		Yoon, Debbie (332)	Lin, Simon (153) \$	Sakhalkar, Jidnyasa (155) \$	Wong, Steven (811) \$	Wong, Steven (811) \$		
Unit	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		HOURS	HOURS	HOURS	HOURS	HOURS		
Number of Hours	1	6.5	4	4	6.5	9	3.5	4	1	1	2	1	5.75	4	0.5	4	1.5	4	9	1	3	5	1		2	9	1	12	5		102.25
Date	2023-07-12	2023-07-13	2023-07-13	2023-07-13	2023-07-14	2023-07-14	2023-07-14	2023-07-15	2023-07-16	2023-07-16	2023-07-17	2023-07-17	2023-07-17	2023-07-17	2023-07-18	2023-07-18	2023-07-18	2023-07-19	2023-07-19	2023-07-19	2023-07-20	2023-07-20	2023-07-20		2023-07-21	2023-07-21	2023-07-21	2023-07-22	2023-07-23		
Type	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor		Direct Labor	Direct Labor	Direct Labor	Direct Labor	Direct Labor		
Discipline	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Mechanical	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	PM and PTL		Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer		
Subcode	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.5	7.2	7.2	7.2	7.2	7.2	7.1		7.2	7.2	7.2	7.2	7.2		
Category	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update		Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	Risk Category Update	_	
Code	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7		7	7	7	7	7		
Project	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687	184031687		184031687	184031687	184031687	184031687	184031687		