

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: https://us02web.zoom.us/i/6439664373. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 643966 4373, or via email to administration@wvwd.org.

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

## I. CALL TO ORDER

## II. PUBLIC PARTICIPATION

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

## III. DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee
2. 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
5. 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
8. 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 Daminguez

Elvia Dominguez, Board Secretary

DATE: $\quad$ 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, General Manager

LJ:ls

## ATTACHMENT(S):

1. Exhibit A - Agreement

## EXHIBIT A

Contract Number

## SAN bernardino COUNTY

SAP Number

## San Bernardino County

## Department Contract Representative Telephone Number

$\qquad$

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 <br> BETWEEN <br> WEST VALLEY WATER DISTRICT <br> AND <br> 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 COUNTY AGREES TO:

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.
2.1 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
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.


FOR COUNTY USE ONLY
Approved as to Legal Form

| Reviewed for Contract Compliance | Reviewed/Approved by Department |
| :--- | :--- |
| Date | - |

# West Valley <br> BOARD OF DIRECTORS ENGINEERING, OPERATIONS AND PLANNING COMMITTEE STAFF REPORT 

DATE: $\quad$ 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 leadlag 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 $\mathbf{B}$ 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 | $\$ 14,232.66$ |
|  | Total |

## 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

Gavin Newsom governor

## 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:

[^0]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, 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, iharmon@wvwd.org

## EXHIBIT B



## Confidentiality Statement

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

## Terms and Conditions

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

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\#10232023.R0
Evoqua Water Technologies LLC

## I. Transmittal/ Offer Letter

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 $<500 \mathrm{ppb}$. 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.

## 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 Well | $\mathbf{2 0 0 3}$ to present |
| :--- | :--- |
| Used Dowex $® 1$ from 2003 until 2014 and then switched to |  |
| Dowex® PSR-2. Perchlorate removal using on-site vessels |  |
| at multiple sites. Product water used for municipal supply. |  |
|  | 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: $\mathbf{> 6 , 0 0 0} \mathbf{g p m}$ - 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 2
2009 to present $\mathbf{2 5 0 0}$ gpm - Once through IX
Perchlorate removal using on-site vessels at multiple sites. Product water used for municipal supply. DDW operating 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
\#10232023.R0
Evoqua Water Technologies LLC

## 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) | $2,592,000 \mathrm{gpd}$ |
| Perchlorate | 2.2 |
| Sulfate | 23 |
| Chloride | 8 |
| Nitrate | 25 |
| Alkalinity $\left(\mathrm{as}_{\mathrm{CaCO}}^{3}\right.$ ) | 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 ( $<5 \mathrm{cfu} / \mathrm{ml}$ ). 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 ( $<5 \mathrm{cfu} / \mathrm{ml}$ ) 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.
\#10232023.R0

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

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 nonhazardous. 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

|  | $\$ / \mathbf{c u ~ f t}$ |  | 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 | $\$$ | $\mathbf{3 5 5 . 1 4}$ | $\mathbf{6 3 6}$ | $\$ \mathbf{2 2 5}, \mathbf{8 6 8 . 0 2}$ |

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.


## V. ATTACHMENTS

Terms and Conditions
Contractor's License
DIR registration
PSR-2 Plus Data Sheet
PSR-2 Plus NSF

1. Applicable Terms. These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 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 $11 / 2 \%$ 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 ${ }^{\text {TM }}$ 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. Ownership of Materials and Licenses. 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 nonexclusive, 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. Force Majeure Event. Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, 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.

Evoqua Water Technologies - Standard Terms of Sale, rev. 7.2022 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 in the defense of any claim.
9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. Termination. Either party may, 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.
11. 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. Anti-Kickback Statute - Discounts. It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. $\S 1320 \mathrm{a}-7 \mathrm{~b}(\mathrm{~b})$ ) 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. Federal Program Participation. 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. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY

Evoqua Water Technologies - Standard Terms of Sale, rev. 7.2022
16. Miscellaneous. 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. Medical Devices Act and Regulatory Disclaimer. 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. Rental Equipment / Services. 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.

## Contractors State License Board

-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.

Business Information<br>EVOQUA WATER TECHNOLOGIES LLC<br>1828 METCALF AVE<br>ATTN HARRY BRYANT<br>THOMASVILLE, GA 31792<br>Business Phone Number:(229) 227-8713<br>Entity Ltd Liability<br>Issue Date 01/03/2014<br>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 $\mathbf{\$ 1 2 , 5 0 0}$ 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
Back to Top Conditions of Use Privacy Policy Accessibility Accessibility Certification

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## Contractor Information

```
Legal Entity Name
EVOQUA WATER TECHNOLOGIES LLC
Legal Entity Type
LLC
Status
Active
Registration Number
1000012718
Registration effective date
7/1/2023
Registration expiration date
6/30/2024
Mailing Address
1441 EAST WASHINGTON BLVD LOS ANGELES 90021 C...
Physical Address
1441 EAST WASHINGTON BLVD LOS ANGELES 90021 C...
Email Address
Trade Name/DBA
License Number(s)
CSLB:989497
CSLB:989497
``` Registration History
\begin{tabular}{cl} 
Effective Date & Expiration Date \\
\hline \(6 / 19 / 2018\) & \(6 / 30 / 2019\) \\
\hline \(6 / 8 / 2017\) & \(6 / 30 / 2018\) \\
\hline \(6 / 29 / 2016\) & \(6 / 30 / 2017\) \\
\hline \(9 / 29 / 2015\) & \(6 / 30 / 2016\) \\
\hline \(2 / 27 / 2015\) & \(6 / 30 / 2015\) \\
\hline \(7 / 1 / 2019\) & \(6 / 30 / 2020\) \\
\hline \(7 / 1 / 2020\) & \(6 / 30 / 2021\) \\
\hline \(7 / 1 / 2021\) & \(6 / 30 / 2022\) \\
\hline \(7 / 1 / 2022\) & \(6 / 30 / 2023\) \\
\hline \(7 / 1 / 2023\) & \(6 / 30 / 2024\) \\
\hline
\end{tabular}

\section*{Legal Entity Information}

\section*{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

\section*{Workers Compensation}

Do you lease employees No
through Professional
Employer Organization
(PEO)?:
Please provide your current workers compensation insurance
information below:
\begin{tabular}{cll} 
PEO & PEO & PEO \\
PEO InformationName & Phone & Email
\end{tabular}

Insured by Carrier
Policy Holder Name:Evoqua Water Technologies LLCInsurance Carrier:
AMERICAN ZURICH INSURANCE COMPANYPolicy Number:WC 037858103Inception date:
12/31/2022Expiration Date:12/31/2023

\section*{Product Data Sheet}

\title{
AmberLite \({ }^{\text {TM }}\) PSR2 Plus Ion Exchange Resin
}

Drinking Water-grade, Uniform Particle Size, Gel, Strong Base Anion Resin for Selective Perchlorate Removal

\section*{Description}

\section*{Applications}

Typical Properties

AmberLite \({ }^{\text {TM }}\) PSR2 Plus lon Exchange Resin is a strong base anion exchange resin for the selective removal of perchlorate and per- and polyfluoroalkyl substances (PFAS) from potable water.

The resin offers exceptional selectivity for perchlorate and a high affinity for PFAS. The physical characteristics of AmberLite \({ }^{\text {TM }}\) PSR2 Plus, a gel resin with a uniform particle size, afford high operating capacity and lower pressure losses compared to conventional perchlorate removal resins.
- Potable water treatment
- Perchlorate removal
- Per- and polyfluoroalkyl substances (PFAS) removal
\begin{tabular}{|c|c|}
\hline \multicolumn{2}{|l|}{Physical Properties} \\
\hline Copolymer & Styrene-divinylbenzene \\
\hline Matrix & Gel \\
\hline Type & Strong base anion \\
\hline Functional Group & Tri-n-butyl amine \\
\hline Physical Form & White to yellow, translucent, spherical beads \\
\hline \multicolumn{2}{|l|}{Chemical Properties} \\
\hline Ionic Form as Shipped & \(\mathrm{Cl}^{-}\) \\
\hline Total Exchange Capacity & \(\geq 0.7 \mathrm{eq} / \mathrm{L}\) \\
\hline Water Retention Capacity & 25-35\% \\
\hline \multicolumn{2}{|l|}{Particle Size \({ }^{\text {§ }}\)} \\
\hline Particle Diameter & \(700 \pm 50 \mu \mathrm{~m}\) \\
\hline Uniformity Coefficient & \(\leq 1.1\) \\
\hline \(<300 \mu \mathrm{~m}\) & \(\leq 1 \%\) \\
\hline \multicolumn{2}{|l|}{Stability} \\
\hline Whole Uncracked Beads & \(\geq 95 \%\) \\
\hline \multicolumn{2}{|l|}{Friability} \\
\hline > \(200 \mathrm{~g} / \mathrm{bead}\) & \(\geq 90 \%\) \\
\hline \multicolumn{2}{|l|}{Density} \\
\hline Shipping Weight & \(690 \mathrm{~g} / \mathrm{L}\) \\
\hline
\end{tabular}
§ For additional particle size information, please refer to the Particle Size Distribution Cross Reference Chart
(Form No. 45-D00954-en).
\begin{tabular}{ll} 
Maximum Operating Temperature & \(60^{\circ} \mathrm{C}\left(140^{\circ} \mathrm{F}\right)\) \\
\hline pH Range & \(0-14\) \\
\hline \hline
\end{tabular}

\section*{Suggested} Operating Conditions

\section*{Hydraulic Characteristics}

\section*{Conditioning and} Limits of Use

\section*{Product Stewardship}

Estimated pressure drop for AmberLite \({ }^{\text {TM }}\) PSR2 Plus Ion Exchange Resin as a function of service flowrate at \(20^{\circ} \mathrm{C}\left(68^{\circ} \mathrm{F}\right)\) 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.

Figure 1: Pressure Drop
Temperature \(=20^{\circ} \mathrm{C}\left(68^{\circ} \mathrm{F}\right)\)


For other temperatures use:
\(\left.P_{T}=P_{20^{\circ} \mathrm{C}} /\left(0.026 \mathrm{~T}^{\circ} \mathrm{C}+0.48\right)\right]\), where \(\mathrm{P} \equiv\) bar \(/ \mathrm{m}\)
\(\left.P_{T}=P_{68^{\circ} \mathrm{F}} /\left(0.014 \mathrm{~T}_{{ }^{\circ} \mathrm{F}}+0.05\right)\right]\), where \(\mathrm{P} \equiv \mathrm{psi} / \mathrm{ft}\)
AmberLite \({ }^{\text {TM }}\) PSR2 Plus lon Exchange Resin is suitable for use in potable water applications \({ }^{1}\) after an initial commissioning pretreatment at ambient temperature.
\({ }^{1}\) 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 for the environment in which we live. This concern is the basis for our product stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with 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 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 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.

\section*{Regulatory Note}

Have a question? Contact us at: www.dupont.com/water/contact-us

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

All information set forth herein is for informational purposes only. This information is general information and may differ from that based on actual conditions. Customer is responsible for determining whether products and the information in this document are appropriate for Customer's use and for ensuring that Customer's workplace and disposal practices are in compliance with applicable laws and other government enactments. The product shown in this literature may not be available for sale and/or available in all geographies where DuPont is represented. The claims made may not have been approved for use in all countries. Please note that physical properties may vary depending on certain conditions and while operating conditions stated in this document are intended to lengthen product lifespan and/or improve product performance, it will ultimately depend on actual circumstances and is in no event a guarantee of achieving any specific results. DuPont assumes no obligation or liability for the information in this document. References to "DuPont" or the "Company" mean the DuPont legal entity selling the products to Customer unless otherwise expressly noted. NO WARRANTIES ARE GIVEN; ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. No freedom from infringement of any patent or trademark owned by DuPont or others is to be inferred.
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\section*{Water Quality Association}


\section*{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
http://www.dupont.com (http://www.dupont.com).

\section*{Product Type: Ion Exchange Resin}
\begin{tabular}{lllll} 
Brand Name & Model & Water Contact Temp & \begin{tabular}{l} 
Water Contact \\
Material
\end{tabular} & Size \\
AMBERLITE \(^{T M}\) & \begin{tabular}{l} 
PSR-2 lon Exchange \\
Resin \(1 \underline{2}\)
\end{tabular} & Cold (23C) & Various & \(16 \times 50\) mesh \\
AMBERLITE \(^{T M}\) & \begin{tabular}{l} 
PSR2 Plus (CI) Ion \\
\\
\\
Exchange Resin \(\underline{\underline{2}}\)
\end{tabular} & Cold (23C) & Various & \(0.5-0.9 \mathrm{~mm}\)
\end{tabular}
\({ }^{1}\) Product approved for both residential point of entry and water treatment plant application end uses.
\({ }^{2}\) For POE applications, soak with water for 1 hour. Then, rinse 20 bed volumes (BV) with RO/DI water at \(10 B V / h r\) ( 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 \(10 \mathrm{BV} /\) hour.

DATE: \(\quad\) November 21, 2023
TO: \(\quad\) 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

\section*{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 12inch 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.

\section*{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.

\section*{FISCAL IMPACT:}

This action does not result in any fiscal impact.

\section*{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,

\section*{John Thiel}

John Thiel, General Manager

SN:ls

\section*{ATTACHMENT(S):}
1. Exhibit A - Right of Entry During Construction and License for Pipeline Location.doc

\section*{EXHIBIT A}

\title{
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 \(\qquad\) 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").

\section*{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:

\section*{1. GRANT OF RIGHT OF ENTRY DURING CONSTRUCTION}
(a) Right of Entry and Activities 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) Location 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) Term and Termination 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) Repairs 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.

\section*{2. GRANT OF LICENSE FOR PIPELINE LOCATION}
(a) Grant of License 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) Use 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) Term 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) Termination of License Upon Default. 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.

\section*{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.

\section*{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)

\section*{WEST VALLEY WATER DISTRICT}

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

\author{
IDIL WEST VALLEY LOGISTICS, LP
}

By: \(\qquad\)
Charles McPhee
SVP and Regional Director

\section*{EXHIBIT "A"}

Developer Property and License



Packet Pg. 49

\section*{EXHIBIT "B"}

WVWD Property and Right Of Entry



\title{
West Valley \({ }_{\text {Wistrict }}\) \\ BOARD OF DIRECTORS ENGINEERING, OPERATIONS AND PLANNING COMMITTEE STAFF REPORT
}

DATE: November 21, 2023
TO: \(\quad\) 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.

\section*{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.

\section*{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.

\section*{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.

\section*{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,

\section*{Sohn Thiel}

John Thiel, General Manager

SN:ls

\section*{ATTACHMENT(S):}
1. Exhibit A - Reimbursement Agreement

\section*{EXHIBIT A}

\section*{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."

\section*{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. Reimbursable Facilities. 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. Prevailing Wage. 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. Bids. 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. Change Orders. 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. Dispute Resolution. 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. Binding Effect. 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. Attorneys' Fees. 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. Non-waiver. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right.
9. Amendments and Waivers. 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. Severability. 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. Counterparts. 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. Additional Acts and Documents. 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. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
14. Recitals. The Parties hereby agree that the Recitals above are true and accurate and are incorporated herein.
15. Authorization. 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. No Consents Required. 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.

\section*{IDIL WEST VALLEY LOGISTICS CENTER, LP}

By: \(\qquad\)
Name: Charles McPhee
Title: SVP and Regional Director
Date: \(\qquad\)

WEST VALLEY WATER DISTRICT
By:
Name: John Thiel
Title: General Manager
Date: \(\qquad\)

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

\section*{EXHIBIT A}
(Development Location)
APN's:
\begin{tabular}{llll}
\(0194-401-04\) & \(0256-141-36\) & \(0256-141-41\) & \(0256-131-11\) \\
\(0194-401-05\) & \(0256-141-38\) & \(0256-141-41\) & \(0256-131-12\) \\
\(0194-401-09\) & \(0256-141-39\) & \(0256-131-05\) & \(0256-131-13\) \\
\(0256-131-14\) & \(0256-131-15\) & &
\end{tabular}


\section*{EXHIBIT B}
(Description of Reimbursable Facilities)
1. Interior Coating: 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. Disinfection: 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.
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.

\section*{EXHIBIT C}
(Water System Infrastructure Installation and Conveyance Agreement)

\section*{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 Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District's public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, 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:

\section*{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 Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.
1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's Rules and Regulations, latest edition (the "Rules and Regulations"), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as "Legal Requirements").
1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.
1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, improvement plans, and any available plumbing plot plans shall be furnished to the District by Developer.
1.5. The District makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the water system design shall be the sole responsibility of the Developer.

\section*{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.

\section*{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 "C34 " Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval attached herein as Exhibit "C".
3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's sole expense prior to construction.
3.4. Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.
3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

\section*{4. INSURANCE REQUIREMENTS}
4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.
4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.
a. General Liability: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \(\$ 1.0\) million per occurrence for bodily injury, including death, personal injury, and property damage with \(\$ 2.0\) million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: PremisesOperations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury With the "Employee" Exclusive Deleted.
b. Automotive/Vehicle Liability Insurance: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \(\$ 1.0\) million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").
c. Workers' Compensation Insurance: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California Labor Code and other applicable
law, and including employer's liability insurance with a minimum limit of \(\$ 1,000,000.00\) ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.
d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.
4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:
a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.
b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.
d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.
e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.
4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:
a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.
b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.
c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

\section*{5. BONDING REQUIREMENTS}
5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.
5.2. Performance Bond: The cost proposal for the water system improvements for 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 Exhibit "D", 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. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The twoyear 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.

\section*{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.

\section*{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
\(R E\) : 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
\(R E\) : 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
\(R E\) : 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 Exhibit "E".

\section*{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.

\section*{9. INSPECTION}
9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in
compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.
9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California Labor Code Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.
9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.
9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.
9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.
9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.
9.7 Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

\section*{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.

\section*{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.

\section*{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.

\section*{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.

\section*{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.

\section*{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.

\section*{16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM}
16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.
16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100\%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and

AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

\section*{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.

\section*{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.

\section*{[CONTINUED ON NEXT PAGE]}

\section*{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.

\section*{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.

\section*{WEST VALLEY WATER DISTRICT}
\(B y\) :
John Thiel, General Manager

Date: \(\qquad\)


\section*{DEVELOPER:}

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

By:
Charles McPhee, SVP and Regional Director

\section*{Exhibit A}

3.5.a


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\section*{Exhibit B}
(approved plans to be provided at a later date)
Vain





\section*{Exhibit C}
(to be provided at later date)

\section*{Exhibit D}

\section*{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.

\section*{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)

\title{
WestValley \\ BOARD OF DIRECTORS ENGINEERING, OPERATIONS AND PLANNING COMMITTEE STAFF REPORT
}

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

\section*{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.

\section*{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.

\section*{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.

\section*{STAFF RECOMMENDATION:}

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

\section*{John Thiel}

John Thiel, General Manager

JT:jc

\section*{ATTACHMENT(S):}
1. Exhibit A - Map
2. Exhibit B - Quote

\section*{EXHIBIT A}
Map


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\section*{EXHIBIT B}

\section*{PROPOSAL}

\section*{West Valley Water District}

855 W. Baseline Rd.
Rialto, CA 92376
Attn: Rudy Olguin (909) 875-1804 rolguin@wvwd.org cell: (909) 644-6918

\section*{JOB LOCATION: 838 VALLEY BLVD, RIALTO}

We hereby submit specifications and estimates for: Item

\section*{NIGHTTIME STREET REPAIR}

\section*{1. STREET REPAIR}

\section*{First move-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 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 \(1.5^{\prime \prime}\) of existing asphalt pavement in one area totaling \(7,040 \mathrm{sq}\). ft. ( \(80^{\prime} \times 88^{\prime}\) ), haul away asphalt grindings, sweep, tack, and install new \(1.5^{\prime \prime}\) asphalt on \(7,404 \mathrm{sq} . \mathrm{ft}\).

Total: \$88,985.00
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: \$ 5,415.00
Grand Total: \$99,580.00

\section*{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)

\section*{Mike Roquet}

President
Mike Roquet Construction Inc.

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

\section*{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.

\section*{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:
\begin{tabular}{|c|c|c|}
\hline ERS Industrial Services, Inc. & Carbon Activated Corp. & Karbonous, Inc. \\
\hline\(\$ 1,147, \mathbf{6 6 0 . 0 0}\) & \(\$ 1,263,489.00\) & \(\$ 1,375,240.00\) \\
\hline
\end{tabular}

\section*{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:
\begin{tabular}{|l|c|c|c|}
\hline Project & Current Budget & \begin{tabular}{c} 
Transfer \\
From/To
\end{tabular} & \begin{tabular}{c} 
Remaining \\
Budget
\end{tabular} \\
\hline Contingency Funds & \(\$ 355,509.00\) & \(-\$ 125,660.00\) & \(\$ 229,849.00\) \\
\hline Filter Rehabilitation \& Media & \(\$ 1,022,000.00\) & \(+\$ 125,660.00\) & \(\$ 1,147,660.00\) \\
\hline
\end{tabular}

\section*{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,

\section*{JT:jc}

\section*{ATTACHMENT(S):}
1. Exhibit A - Project Information and Scope of Work
2. Exhibit B - Bid Results

\section*{EXHIBIT A}


\title{
Water Treatment Facility Filter Media Replacement and Coating Project
}

\section*{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.

\section*{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.

\section*{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
\begin{tabular}{|l|c|c|c|c|}
\hline \multicolumn{1}{|c|}{ Material } & \begin{tabular}{c} 
Size Range \\
\((\mathrm{mm})\)
\end{tabular} & \begin{tabular}{c} 
Specific \\
Gravity
\end{tabular} & \begin{tabular}{c} 
Hardness \\
(Mohs scale)
\end{tabular} & \begin{tabular}{c} 
Specified \\
(Inches)
\end{tabular} \\
\hline \begin{tabular}{l} 
Filter Profile Dual \\
Media Anthracite
\end{tabular} & \(1.0-3.0\) & \(1.5-1.8\) & 3 & 18 \\
\hline Silica Sand & \(0.45-0.50\) & 2.6 & 7 & 9 \\
\hline Garnet & \(0.20-0.40\) & \(3.1-4.4\) & \(6.5-7.5\) & 6 \\
\hline \begin{tabular}{l} 
Media Support \\
Gravel
\end{tabular} & \(1.0-50\) & 2.6 & 7 & 12 \\
\hline
\end{tabular}

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 \(1 / 2\) 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.

\section*{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.

\section*{SEQUENCE OF CONSTRUCTION OPERATIONS}

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

\section*{HOURS OF WORK}

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

\section*{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.

\section*{ATTACHMENTS}

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

\title{
ADDENDUM NO. 1
}

October 12, 2023

\title{
WEST VALLEY WATER DISTRICT \\ RIALTO, CA
}

CONTRACT DOCUMENTS FOR
Water Treatment Facility Media Replacement and Coating Project

BID DATE: \(\quad\) 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.

\section*{CHANGES:}

\section*{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.

\section*{ATTACHMENT A}

 1B WHEN BULK SHIPMENT IS USED, FIITER MEDA AND GRAVEL MUST BE PROTECTED DURING MEDIA PLACEMENT, APPROXIMATELY TWO BACKWASH AND SKIMMING
OPREATINS WIL QE REQURED. EACH BACKWASH WLL BE ABOUT 10 MINUTES
DURATION.
 DIRECTON ATER ALL ELECTRICAL HYORALLC AND CONTROL SYSTEMS ARE
INSTALEE AND/OR REPARED AND OPERABIL PRIOR TO ARRNAL OF TECHNICAL
DIRECTOR.

PLACEMENT TOLERANCE:
THE FOLLOWING TOLERANCES SHALL APPLY TO MEDA AND GRAVEL PLACEMENT.
 \(9^{*}\) FNISHED DERPER DEPTH
FINISHED FLITER BED
\[
\begin{aligned}
& \pm 1^{*} \\
& \pm 1^{1}
\end{aligned}
\] ALL LYYERS of MEDA AND GRAVEL To be level in accordance with cpc media
AND GRAVEL PLACEMENT SPECIFCATIONS.


FILIER GUARANTEE REQUIRES CPC TECHNICAL DIRECTION DURRG MEDAA
PLACEMENT.
\(\infty \quad \infty\)
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline  &  & \(\xrightarrow{1-2+7}\) & 3000 & \({ }^{123} \mathbf{3}\) P4d & & :3w \\
\hline \multicolumn{5}{|l|}{} & 3190 & 830 n \\
\hline \multicolumn{5}{|l|}{2van} & 7wo & ג331 \\
\hline \multicolumn{5}{|l|}{\multirow[t]{2}{*}{ SWヨIS}} &  & มұх \\
\hline & & & & &  & \(\xrightarrow{\text { Soy }}\) \\
\hline
\end{tabular}



\section*{ATTACHMENT B}

\begin{tabular}{l|c|c|}
\hline \multicolumn{3}{|c|}{ TRIDENT® PROCESS DESIGN INFORMATION } \\
\hline DESIGN FLOW: & 1,680 & GPM \\
\hline CLARIFIER LOADING RATE: & 12 & GPM/SQ FT \\
\hline CLARIFIER AIR SCOUR FLOW: & 475 & SCFM \\
\hline FILTER LOADING RATE: & 6 & GPM/SQ FT \\
\hline FILTER BW FLOW, HIGH RATE: & \(5,040 @ 25\) & GPM @ \({ }^{\circ} \mathrm{C}\) \\
\hline FILTER BW FLOW, LOW RATE: & 1,680 & GPM \\
\hline FILTER AIR SCOUR FLOW: & 950 & SCFM \\
\hline APPROXIMATE EMPTY (PER UNIT): 227,327 LBS \\
APPROXIMATE OPERATIIG WELGHT (PER UNIT): 332,189 LBS \\
APPROXIMATE SHIPPING WEIGHT (PER UNIT): 30,702 LBS
\end{tabular}


FILTER AIRWASH LATERALS,
PVC
CONCRETE FILL
(SEE NOTE 19)
ADSORPTION CLARIIIER
MEDIA RETENTION SCREENS


\section*{PVC}

 -38 -9.5" INSIDE \(\longrightarrow\) —— \(\longrightarrow\) NOTE 19) 9'-915" OUTSID
\(\frac{\text { PLAN }}{\text { NOT S }}\)
FILTER MEDIA IS NOT SHOWN IN UNIT 7

media retention screens
F








\(\stackrel{0}{2}\)
1. EQUIPMENT FURNISHED BY WESTECH IS DESCRIBED IN A SEPARATE EQUIPMENT LIST. ADDITIONAL PIPING, PIPE SUPPORTS, AND CONNECTION FITTINGS ARE NOT INCLUDED WITH STANDARD UNIT. MAJOR
EQUIPMENT AND COMPONENTS TO BE INSTALLED AT THE JOBSITE BY THE INSTALING CONTRACTOR. 2. EQUIPMENT CONCRETE PAD design is the responsiblity of the consulting engineer.
3. DESIGN AND APPLLCATION FEATURES ARE DESCRIBED IN TYPICAL SPECIFICATION SHEETS, TECHNICAL DATA SHEET, FLOW SCHEMATIC, ELECTRICAL DIAGRAM AND ELECTRICAL SCHEMATIC. ARrANGEMENT
SHOWN IS FOR BELOW-GRADE FINISHED WATER STORAGE. 4. THE STANDARD DESIGN I FOR INDOOR INSTALLATION.
5. CHECK VALVES OR BACKFLOW PREVENTERS ARE REQUIRED IN BACKWASH LINES AND FURNISHED BY OTHERS (NOT SHOWN ON DRAWING),
6. AUTOMATIC RATE OF FLOW CONTROL LOOPS ON EACH INFLUENT LINE MAINTAIN THE PRE-SET FLOW TO EACH UNIT. INFLUENT FLOW SET POINT MAY BE SET BY THE PLANT OPERATOR USING THE OIT.
INFLUENT FLOW CONTROL IS INTERLOCKED WITH FLUSH AND BACKWASH CYCLES.
7. FiLter liquid Level controllers operate filter effluent and fliter-to-waste modulating valves to maintain constant filter level.
8. CONTROL CIRCUITS PROVIDE FOR AUTOMATIC FLUSH AND BACKWASH CYCLE WITH RETURN TO OPERATING SERVICE, INTIATED BY TIME CLOCK, HIGH HEADLOSS, OR MANUAL PUSHBUTTON.
9. THREE LEVEL SWITCHES WITH DRY CONTACTS SHOULD BE PROVIDED BY THE CUSTOMER AND INSTALLED IN THE FINISHED WATER STORAGE TANK FOR THE AUTOMATIC OPERATION OF THE TRIDENT UNITS.
ONE HIGH LEVEL SWITCH WILL STOP THE UNITS, ONE MID LEVEL SWITCH WILL START THE UNITS AND ONE LOW LEVEL SWITCH WILL SERVE AS AMINIMUM LEVEL TO ENABLE THE BACKWASH PROCESS.
10. THE HIGH Level stop and the mid level start switches should be installed with sufficient volume between them to prevent excessive cycling of the trident units.
11. THE LOW LEVEL BACKWASH ENABLL SWITCH SHOULD BE INSTALLED WHERE THE MINIMUM VOLUME IN THE BACKWASH SUPPLY TANK IS ADEQUATE TO PROVIDE A BACKWASH WITHOUT PULLING AIR INTO THE
BACKWASH SUPPLY PUMP. THE MAXIMUM WATER TEMPERATURE SHOULD BE CONSIDERED WHEN CALCULATING THE MINMUM BACKWASH VOLUME OR LEVELIN THE TANK.
12. AN AIR RELEASE VALVE (BY OTHERS) IS REQUIRED AT HIGH POINTS OF THE BACKWASH SUPPLY LINE TO VENT ACCUMULATED AIR. THE VALVE(S) ARE TO BE SIZED TO ALLOW THE COMPLETE VOLUME OF THE
INSTALLATILNS UTIILING VERTICAL TURBIIIE OR "CAN-TYPE" PUMPS, A SEPARATE "TURBINE AIR VALVE"IS REQUIRED TO VENT THE AIR CONTENTS OF THE PUMP COLUMN WITHOUT LETTING THE AIR INTO THE
BACKWASH HIPING.
13. CONSULT WESTECH ENGINEERING FOR OTHER INFLUENT FLOW CONTROL OPTIONS.
14. LOCATION OF FLOW METERS ARE TO BE PER FLOWMETER MANUFACTURER'S WRITTEN RECOMMENDATIONS CONFIRMED BY THE CONSULTING ENGINEER.
15. INFLUENT OPERATING PRESSURE REQURED FOR CONTROLING INFLUENT FLOW MUST BE 20 FEET MINIMUM AT THE TANK CONNECTION. FOR INFLUENT PRESSURE OVER 30 FEET OF HEAD, CONTACT
WESTECH NNGINERRING. OPTIONAL STATIC MIXER WILL REQUUR ADDITIONAL PRESSURE.
16. WASTE SUMP AND SUMP PIPING (BY CUSTOMER) MUST BE SIZED TO GIVE FREE DISCHARGE WITH AN AIRBREAK, FOR MAXIMUM WASTE FLOW.
17. WASTE trough lip is positioned above the normal operating water level and below the top of the tank. this allows it to act as an emergency overflow.
18. TANK CONNECTIONS ARE FURNISHED STANDARD CUT GROovED FOR CUT GROovED STYLE FLEXIBLE COUPLINGS, with THE EXCEPTION OF AIR CONNECTIONS. COUPLINGS AND/OR fLANGE ADAPTERS ARE
BY OTHERS.
19. TRIDENT MODEL TR-840A TANKS REQUIRE APPROXIMATELY 20.7 CUBIC YARDS OF FILL CONCRETE IN FILTER AREA.


2
\(\stackrel{y}{4}\)
0
2
2. FLANGED AND GROOVED TANK NOZZLES PROJECT 6 INCHES FROM THE OUTSIDE FACE OF THE TANK WALL
4. FILTER AIR CONNECTION HAS BEEN LOCATED IN THE SIDE OF THE FILTER. PLEASE NOTE THAT THIS DIFFERS
FROM PLAN DOCUMETS. PLACEMENT IN THE END WALL OF THE FILTER. THE SELECTED LOCATION MINIMIZES
FABRICATION AND INSTALLATION TOLERANCE ISSUES. CHANGES ARE NOTED BY STARS ON THE DRAWING.
5. QUANTITIES IN THE BILL OF MATERIAL ARE FOR ONE NEW TANK. COMPONENTS FOR THREE NEW TANKS ARE


EFFLUENT END


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\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{8}{|l|}{BILL OF MATERAL} & \multicolumn{8}{|l|}{BILL OF MATERAL} \\
\hline PIECE & UnIT aty & Part No & DESCRIPTION & MATERAL & LENGTH & WITTH & TOTAL WT, LB & PIECE & UNTT OTY & PART NO & DESCRIPTITON & MATERAL & LENGTH & WIDTH & TOTAL WT, LB \\
\hline 10 & 1 & \({ }^{000288518}\) & TANK FABRICATION, TRIDENT® TR-840 WATER TREATMENT
SYSTEM & STL & & & \({ }^{3080} 0\) & 510 & 1 & 2.48809 & TUBE, EXTRUDE 0.375 OD \(\times 0.0625\) WALL \(\times 60\), WHITE, SEMI-CLEAR, FOOD GRADE & PE & & & 0.0 \\
\hline 20 & 2 & \({ }^{1-12729}\) & ANLLE, SUPPORT, AC AR IIST HEADER, TR-840A & 304.304L & & & 5.0 & 520 & 1 & \({ }^{2.48809}\) & TUEE, EXTRUDE, \(0.375000 \times 0.0025 \mathrm{WALL} \times 60, \mathrm{WHITE}\), & PE & & & 0.1 \\
\hline 30 & 2 & \({ }^{1.12277}\) & ANGLE, SUPPORT, AC AR IIST LATERAL, TR-840A & 304.304L & & & 79.0 & & & & SEM-CLEAR, FOOD GRADE & & & & \\
\hline 40 & 1 & \({ }^{1-12728}\) & ANGLE, SUPPORT, AC INFLUENT HEADER, TR-840A & 304.304L & & & 5.3 & \({ }_{530}\) & 20 & 2.7769 & U:BOLT, RND BEND, \(0.25 .20 \mathrm{OUNC} \times 2\) PIPE SIIE 3 3.25 LG & 304 & & & 2.4 \\
\hline 50 & 1 & \({ }^{1-12276}\) & ANGLE, SUPPORT, AC INFLUENT LATERAL, TR-840A & 304.304L & & & 50.8 & \({ }^{540}\) & 1 & \({ }^{2 \cdot 111153}\) & U-BOLT, RND BEND, 0.5-13UNC \(\times 12\) PIPE STIE \(\times 15.25\) L6 & \({ }^{304}\) & & & 2.2 \\
\hline 60 & 3 & \({ }^{1-12281}\) & BEAM, MEDIA RETANER, HOLD Down, Tr-840 & STL & & & 825.2 & \({ }_{550}\) & 2 & 2.7781 & U-BOLT, RND BEND, 0.5-13UVC \(\times 6\) P PIPE SIEE \(\times 8.375\) & 304 & & & 2.4 \\
\hline 70 & 1 & \({ }^{1.10212}\) & BRACE, WASTE GATE FRAME, TR-840A & A36 & & & 22.9 & 560 & 5 & 2.7783 & U-BOLT, RND BEND, 0.5-13UNC \(\times 8\) PPEE SIZE \(\times 10.3775 \mathrm{LC}\) & 304 & & & 7.5 \\
\hline 80 & 1 & 1.9703 & Frame , Suporit WASTE GATE CYLINER, TR-809 & \({ }^{\text {a }}\) & & & 54.0 & 570 & 1 & \({ }^{2} 110656\) & VALIE, NEEDLE, 0.25 FNPT 0 0.25 M MPT & BRS & & & 0.2 \\
\hline 90 & 2 & 148421 & GASKET, MEDAA RETAMER, \(0.25 \times 1.5 \times 130\) & NPRN & & & \({ }^{3.3}\) & \({ }^{580}\) & 1 & \({ }^{2 \cdot 11246}\) & VALVE, SOLLENOID, NC, 0. 25 x \(\times\) ENPT, 120VAC, 60 Hz & BRASS & & & 2.4 \\
\hline 100 & 2 & 148422 & GASKET, MEDIA RETANER, 0.25x 1.5x 152 & NPRN & & & 3.8 & 590 & 50 & 2.5402 & WSHR, ELAT, 0.25 & 304 & & & 0.2 \\
\hline 110 & 1 & 1.97707 & GATE, WASTE, ASSEMBLY, TR.840A & 304, 304 L & & & 96.2 & 600 & 68 & 2.5604 & WSHR, FLAT, 0.375 & 304 & & & 0.8 \\
\hline 120 & 3 & \({ }^{1-12279}\) & Grating, AC MEDIA RETANERA, TR.840A & sstal & & & 367.8 & 610 & \({ }^{28}\) & 2.5405 & WSHR, ELAT, 0.5 & 304 & & & 0.9 \\
\hline 130 & 1 & \({ }^{1-12280}\) & Grating ac Melia retaner b, TR.840A & Sstal & & & 70.6 & 620 & 24 & 2.5407 & WSHR, FLAT, 0.75 & 304 & & & 2.1 \\
\hline 140 & 1 & \({ }^{1-12284}\) & HEADER, AR DIITRRIUTION, AC, TR.840A & PVC & & & 67.1 & 630 & 32 & 2.5409 & WSHR, FLAT, 1 & 304 & & & 3.4 \\
\hline 150 & 1 & \({ }^{1-130088}\) & HEADER, INFLUENT, AC, TR-840A, TANK \({ }^{\text {a }}\) & PVC & & & 329.7 & 640 & 46 & 2.5415 & WSHR, LOCK, MOM SPLTT, 0.25 & 304 & & & 0.1 \\
\hline 160 & 2 & 0003532637 & \(13 \times 3 \times 0.5 \times 129\) & & & & 202.1 & 650 & 34 & 2.5483 & WSHR, LLCC, MDM SPLIT, 0.375 & 304 & & & 0.2 \\
\hline 170 & 10 & \({ }^{1-12275}\) & LATERAL, AR DISTRIBUTION, AC, TR-840A & PVC & & & 92.7 & 660 & 22 & 2.5643 & WSHR, LOCK, MOM SPLT, 0.5 & 304 & & & 0.3 \\
\hline 180 & 1 & \({ }^{1-12282}\) & LATERAL, NTLLUENT, AC, Tr.840A, STYLE A & pvc & & & 69.1 & 670 & 1 & \({ }^{2 \cdot 11120}\) & CYL, PNEU, 3.25 BORE, 29 STRK, OBL ACT, PVOTMNT & 304 & & & 22.2 \\
\hline 190 & 2 & \({ }^{1-12283}\) & LATERAL, NFLLUENT, AC, TR-840, STTLLE B & pvc & & & 138.3 & \({ }^{680}\) & 3 & \({ }^{2.8022}\) & GASKET, STRP, 0.5 THK x \(1.0 \mathrm{WIDE}, 1\) I IDE(SS SKINNED, WITH & NPRN & 154 & & \({ }^{7.8}\) \\
\hline 200 & 20 & \({ }^{1-10213}\) & PL \(0.25 \times 2.5 \times 2.5\) & 304 & & & 9.0 & & & & ADHESIVE ON 1 SIDE(S) & & & & \\
\hline 210 & 1 & \({ }^{1.9696}\) &  & 304.304L & & & 1.5 & \({ }^{690}\) & 52 & 0002809199 & EFFLUENT LTTERAL PIPE ASSEMBLY & & & & \({ }^{978.8}\) \\
\hline 220 & 80 & \({ }^{2.11030}\) & STRAIER, MEDIA RETANING , 0.75 MNPT, 640 STYLE & ABS-SsT & & & 11.9 & 700 & 1 & 0002890191 & FLLTER AR HEADER PIPE ASSEMSLY & & & & 119.9 \\
\hline 230 & 1 & 2.10985 & ADHESIV, MULTPURPOSE, 24FL OZ AEROSOL, CLEAR & & & & 1.1 & 710 & 1 & 0002890192 & FLTTER AR HEADER PPI ASSEMBLY SHORT & & & & 93.9 \\
\hline 240 & 2 & \({ }^{2.11227}\) & ADPTR, TUEE, RDCG, \(15001,0.3\), 3 , 75 PUSH \(\times 0.25 \mathrm{MPTF}\) & ACETAL & & & 0.0 & 720 & 1 & 0002890207 & TEE, SCH 40, 6 SOC & & & & 14.4 \\
\hline 250 & 2 & \({ }^{2.11228}\) & ADPTR, TUBE, RDCC, \(1500 \mathrm{LB}, 0.3\). 375 PUSH \(\times 0.5\) MPTF & ACETAL & & & 0.1 & 730 & 1 & 000289229 & FILTER AR HEADER PPE & & & & 45.4 \\
\hline 260 & 2 & \({ }^{1.28893}\) & BEARING, PLLLLK, 0.75 Staft, 2 MOUNTING Holes, Sold & UHMWPE & & & \({ }^{0.6}\) & 740 & 71 & 0002880193 & LATERAL, SLOTTED, 41 LONG ASSEMBLY & & & & 30.8 \\
\hline & & & Housing & & & & & 750 & 1 & 2.2732 & GSKT, FLG, FULL FACE, 150LB, 8.0 .125 THK & NPRN & & & 0.3 \\
\hline 280 & 2 & 2.6318 & CAP SCR, , HEX 0.025 -20UCC \(\times 0.5\), FULL THREAD & 304 & & & 0.0 & 760 & 26 & \({ }_{2} .8426\) & TEE, 150LE, 4 FNPT & 316 & & & 339.9 \\
\hline 290 & 4 & \({ }_{2}\) 26323 & CAP SCR, HEX, 0.25 -20UNC \(\times 1.15\) & 304 & & & 0.1 & 770 & 1 & 2-25623 & PLUG, PIPE, MEX HEAD, SOLID, 2 MNPT, BLK & \({ }^{1005}\) & & & 2.2 \\
\hline 300 & \({ }^{28}\) & 2.6854 & CAP SCR, HEX, 0.375-16UNC \(\times 1.25\) & 304 & & & 1.6 & 780 & 1 & 0002337290 & Lateral support Angle right Long & & & & 45.0 \\
\hline 310 & 4 & \({ }_{2}^{26835}\) & CAP SCR, HEE, \(0.377-16 \mathrm{UNC} \mathrm{\times} \mathrm{\times 1.5}\) & 304 & & & 0.3 & 790 & 1 & 0002337288 & LATERAL SUPPORT ANGLL LEFT & & & & 34.6 \\
\hline 320 & 2 & 2.6356 & CAP SCR, HEX, 0.375-16UNC \(\times 1.75\) & 304 & & & 0.1 & 800 & 1 & 000233728 & Lateral support Angle right & & & & 47.4 \\
\hline 330 & 4 & 2.6370 & CAP SCR, HEX, 0.5.13UNC \(\times 1.5\) & 304 & & & 0.5 & 810 & 1 & 000238729 & Lateral support Angle left short & & & & 33.8 \\
\hline 340 & 2 & 2.6871 & CAP SCR, HEX 0. \(0.513 \mathrm{UWNC} \mathrm{\times 1.75}\) & 304 & & & 0.3 & 820 & \({ }^{123}\) & \({ }^{2} .38288\) & CABLE TIE, 11 LG, 0, 18 WO, STANDARD, LOCKING & 304 & & & 1.2 \\
\hline 350 & 2 & 2.3809 & COLAR, SHAFT, SET SCREW, SOLID , 0.75 & \({ }^{303}\) & & & 0.3 & 830 & 1 & \({ }^{2.25625}\) & PLUG, PIPE, HEX HEAD, SOLD, 3 MNPT, ELK & \({ }^{\text {A } 105}\) & & & 5.5 \\
\hline 360 & 1 & \({ }^{2} 232689\) & CPLG, PPIE, FLEX, 6 GRV & 316 & & & 11.3 & 840 & 8 & 2.5436 & WSHR, LOCK, MOM SPLTT, 0.75 & 304 & & & 0.3 \\
\hline 370 & 1 & \({ }^{2} 3.3272\) & CPLG, PIPE, FLEX, 12 CRV & 316 & & & 24.4 & 850 & 8 & 2.6510 & CAP SCR, HEX \(0.075-10 \mathrm{UNC} \times \times .5\) & 304 & & & 4.7 \\
\hline 380 & 3 & \({ }^{2} 328270\) & CPLG, PPEE, FLEX, 8 GRV & 316 & & & 55.5 & 860 & 1 & 2.46744 & BRACKET, CLEVIS, 0.75 PINOIA & sst & & & \({ }^{3.3}\) \\
\hline 390 & 1 & 2.7071 & ELBOW, RDCG, 90 DEG, 3000LE, 0.375 CPRSN \(\times 0.25 \mathrm{MNPT}\) & BRS & & & 0.1 & 870 & 52 & 2.56797 & BUSHING, PIPE, OUTIIDE HEX, \(150 \mathrm{LE}, 4\) MNPT \(\times 2.5\) FNPT & 316 & & & 88.4 \\
\hline 400 & 44 & 2.5882 & NUT, HEX, 0.25-20UNC & 304 & & & 0.4 & 880 & \({ }^{26}\) & \({ }^{2.56810}\) & NIPPLE, PPIE, PLAN, TEE, NPT, SCH 40, \(4 \times\) CLOSE, NA & CHANGE ME & & & 67.6 \\
\hline 410 & \({ }^{34}\) & 2.5887 & NUT, HEX, 0.375.-16UNC & 304 & & & 0.6 & 890 & 52 & 2.56880 &  & 316-316L & & & 49.4 \\
\hline 420 & 22 & 2.5890 & NUT, HEX, 0.5.13UNC & 304 & & & 1.0 & 900 & 1 & 0003254212 & EFFLUENT LATERAL SIDE SUPPort ANGLE & & & & 82.4 \\
\hline 430 & 20 & 2.5895 & NUT, HEX, 0.75-10unc & 304 & & & 2.8 & 910 & 1 & 0003258849 & EfFLUENT LaTteral side support Ancle, SIDE BACK & & & & 82.4 \\
\hline 440 & 48 & 2.5906 & NUT, HEX, , 18UNC & 304 & & & 16.0 & & & & & & & & \\
\hline \({ }_{4}^{450}\) & 1 & \({ }^{2.5980}\) & NUT, JAM, 0.75-16UNF & \({ }_{304}^{304}\) & & & \({ }^{0.1}\) & & & & & & & & \\
\hline 460
470 & 1 & \({ }^{2.11060}\) & PIN, CLEVIS, FLAT HEAD HOLE END, 0.75 DIA, 2 LG & \[
\frac{304}{18.8}
\] & & & \({ }_{0}^{0.3}\) & & & & & & & & \\
\hline 480 & 2 & \({ }^{2.10949}\) & STRANER, SUCTION SCREEN, 3 MNPT, 10 MESH & NYL & & & 1.0 & & & & & & & & \\
\hline 490 & 4 & 2.7579 & STUD, FUUL THD, 0,75-10 UNC \(\times 6\) & 304 & & & 3.0 & & & & & & & & \\
\hline 500 & 16 & 2-7580 & STUD, FULL THD, 1.8 UNC \(\times 6\) & 304 & & & 21.6 & & & & & & & & \\
\hline
\end{tabular}

\begin{tabular}{|c|c|c|c|c|c|c|c|c|}
\hline  & \[
\left|\begin{array}{c}
\frac{r}{4} \\
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\hline & & & & & & &  &  \\
\hline
\end{tabular}

PLAN VIEW


DETAIL C
\(\substack{\text { EFFLUENT TURBITITY SAMPLE PUMP } \\ \text { FLLED MOUNTED BY OTHERS }}\)
DETAILE
(3)
(2)
(2)
\(-(2)\) 071 ㄱㅋㅁ

(으) 웅ㄹㅇㅇㅇㅇ

Westech \(\qquad\)
3.7.a


INFLUENT END ELEVATION


CUSTOM TURENTITY EAD ELELEVATION ARE NOT SHOWN



\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline 0.0068 & & & 7ヨィ＊タอ &  & Ev4 68 & ¢tLt－z & 08 \\
\hline \(0.000+2\) & & & 7ヨ＾ヤปอ &  & \(\varepsilon_{\text {c }}+7+L\) & 29Lt－て & 02 \\
\hline 0.0072 & & & 7ヨヘヤษอ &  & \(\varepsilon_{0} u+t /\) & 192t－z & 09 \\
\hline 008201 & & & 7ヨヘキヌต &  & \(\varepsilon_{0} \|+\downarrow\) & 961－て & os \\
\hline 08806 & & & y \(\quad\) ONOS & \begin{tabular}{l}
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\end{tabular} & \(\varepsilon \varepsilon^{\sim} \downarrow+L\) & ع¢69－z & \({ }_{0}\) \\
\hline 0001zz & & & 7Is anvs &  & ع⿴囗 Hzz & 6201－2 & \(0 \varepsilon\) \\
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\hline 87＇1M \(7 * 101\) & HLam & HLONヨ & 7VIצヨlvw & NOILIIIUOS \({ }^{\text {a }}\) & эwnา0＾ท193w & ON 1 d४d & ㅋㅋld \\
\hline \multicolumn{8}{|l|}{} \\
\hline
\end{tabular}

1．THE BILL OF MATERIAL LISTS THE MEDIA REQUIRED FOR ONE UNIT，INCLUDING OVERAGE．MEDIA QUANTITY
PROVIDED FOR THREE NEW UNITS．
2．FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING．
3．ALL LAYERS OF MEDIA TO BE LEVEL AND IN ACCORDANCE WITH MEDIA PLACEMENT SPECIFICATIONS．

4．FILTER GUARANTEE REQUIRES WESTECH ENGINEERING＇S TECHNICAL DIRECTION DURING MEDIA
PLACEMENT．
5．FILTER MEDIA BAGS MUST BE PROTECTED FROM THE WEATHER AND STACKED NOT MORE THAN 5 （FIVE）
HIGH TO PREVENT BREAKAGE．WHEN BULK SHIPMENT IS USED THE FILTER MEDIA MUST BE PROTECTED FROM
THE WEATHER AND COVERED TO PREVENT WIND－BLOWN LOSS DURING MEDIA PLACEMENT．
6．APPROXIMATELY TWO BACKWASH AND SKIMMING OPERATIONS WILL BE REQUIRED DURING MEDIA
7．FILTER MEDIA PLACEMENT MUST BE DONE UNDER WESTECH ENGINEERING＇S DIRECTION AFTER ALL
ELECTRICAL，HYDRAULIC AND CONTROL SYSTEMS ARE INSTALLED AND／OR REPAIRED AND OPERABLE PRIOR
TO ARRIVAL OF TECHNICAL DIRECTOR．
8．MEDIA SHOULD BE PLACED IN ADSORPTION CLARIFIER AFTER ALL AIR WASH LATERALS AND SUPPORTS HAVE
\(\stackrel{\rightharpoonup}{\mathrm{u}}\) UNSCREENED OPENINGS IN MEDIA RETAINING COVER．SEE PROJECT＇S O\＆M MANUAL FOR MEDIA INSTALLATION



\section*{EXHIBIT B}
\(\left.\begin{array}{|c|c|c|c|c|c|c|c|}\hline \text { VENDOR } & \text { FINAL BID AMOUNT } & \begin{array}{c}\text { Bid } \\ \text { Acknowledgement }\end{array} & \begin{array}{c}\text { PW Contract } \\ \text { Reg Certs }\end{array} & \begin{array}{c}\text { Iran Contracting } \\ \text { Act Cert. }\end{array} & \begin{array}{c}\text { Inform of } \\ \text { Bidders }\end{array} & \begin{array}{c}\text { Designation of } \\ \text { Subcontractors }\end{array} & \begin{array}{c}\text { Noncollusion Declaration w/Notary } \\ \text { Acknowledge }\end{array} \\ \hline \text { ERS } & \$ 1,147,660.00 & \mathrm{X} & \mathrm{X} & \mathrm{X} & \mathrm{X} & \mathrm{X} \\ \hline \text { Originals }\end{array}\right]\)

\title{
West Valley \({ }_{\text {Water District }}\) \\ BOARD OF DIRECTORS ENGINEERING, OPERATIONS AND PLANNING COMMITTEE STAFF REPORT
}

DATE: \(\quad\) November 21, 2023
TO: \(\quad\) 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

\section*{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.

\section*{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 \(\$ 59,334,363.21\).

\section*{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,

\section*{Jokn Thiel}

John Thiel, General Manager

LJ:ls

\section*{ATTACHMENT(S):}
1. Exhibit A - Change Order \#3 - Risk Category Change and UVT Removal

\section*{EXHIBIT A}

\section*{WEST VALLEY WATER DISTRICT}

\section*{CHANGE ORDER}

Order No. 3
Date 11/9/2023
Agreement Date 10/31/2022
Sheet 1 of 2
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:
\begin{tabular}{|l|l|l|l|l|}
\hline \begin{tabular}{l} 
ITEM \\
NO.
\end{tabular} & \begin{tabular}{l} 
EXTRA WORK \\
DESCRIPTION
\end{tabular} & ADD & DEDUCT & CALENDAR \\
\hline 1 & \begin{tabular}{l} 
Delete: UV \\
Transmittance for new \\
UV reactors
\end{tabular} & - & \((\$ 14,810)\) & - \\
\hline & \begin{tabular}{l} 
Add: Impacts associated \\
with \\
the Structural redesign \\
from Risk Category II to \\
Risk Category III
\end{tabular} & \(\$ 176,856\) \\
\hline & TOTALS & - & - & \\
\hline \multicolumn{5}{|l|}{ TOTALS FOR CHANGE ORDER NO. 3 }
\end{tabular}

\section*{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.

\section*{CHANGE TO CONTRACT PRICE}

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

Contract Price due to this Change Order shall be increased

New Contract Price including this Change Order

\section*{CHANGE TO CONTRACT TIME}

Contract Time will be

Date for Completion of all Work
\$ 162,046
\$59,334,363.21
\[
\frac{\text { No time impacts }}{\text { (Calendar Days) }}
\]

05/31/2025
(Date)

\section*{REQUIRED APPROVALS:}

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


(Director of Engineering)
Recommended By

John Thiel

Recommended By

(General Manager)
\(\overline{\text { (Print Name) }}\)

\footnotetext{
Date
}

\title{
CHANGE ORDER PROPOSAL
}

\section*{PROJECT: Oliver P. Roemer WFF 2021 Expansion}
\begin{tabular}{rc} 
PCO \# & TBD \\
DATE: & \(11 / 13 / 23\) \\
ESTIMATOR: & KG
\end{tabular}

DESCRIPTION:
New UVT Descope

DIRECT ESTIMATE
LABOR
EQUIPMENT
MATERIALS
\((14,810)\)
SUBCONTRACTOR
SUBTOTAL
\((14,810)\)

DIRECT MARKUP
\begin{tabular}{lll} 
LABOR & & \(\$\) \\
EQUIPMENT & & \(5 \%\) \\
MATERIALS & & \(\$\) \\
SUBCONTRACTOR & \(\$\) \\
SUBTOTAL MARKUP & \(\$\) \\
\hline
\end{tabular}

SUBTOTAL WITH DIRECT MARKUP


Packet Pg. 137

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

\section*{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
\begin{tabular}{ll} 
From: & Kevin Goetz \\
Sent: & Tuesday, October 17, 2023 12:15 PM \\
To: & Kevin Goetz \\
Subject: & FW: West Valley Water District - Trojan PO
\end{tabular}

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

\section*{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:

\section*{> 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 \(15 \%\).

\section*{\(>\) 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

\section*{PCL CONSTRUCTION INC.}

\section*{\(>\) 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 \(8^{\prime \prime}\) to \(10^{\prime \prime}\)
3) Foundation for section B (12" thick wall section) was enlarged from \(11^{\prime}\) wide to \(12^{\prime}\) wide
4) Foundation for section C ( \(12^{\prime \prime}\) thick wall section) was enlarged from \(5^{\prime}-8^{\prime \prime}\) wide to \(6^{\prime}\) wide
5) \#5 vertical reinforcement was revised from 8" O.C. to \(10^{\prime \prime}\) O.C.

\section*{> 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 \(23 / 32^{\prime \prime}\) (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 \(3^{\prime \prime}\) to \(2^{\prime \prime}\) at panel edges.
5) Upsized (thicker Gauge Studs) box beam over the windows at GL 1

\section*{> 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

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

\section*{Kevin Goetz}
\begin{tabular}{ll} 
From: & Paul Hermann <Paul.Hermann@ghd.com> \\
Sent: & Wednesday, July 12, 2023 2:16 PM \\
To: & Kevin Goetz \\
Cc: & Linda Jadeski; Jamal Awad; Shamia Salih \\
Subject: & Risk Category \& City approvals
\end{tabular}

\section*{[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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\title{
CHANGE ORDER PROPOSAL
}

\section*{PROJECT: Oliver P. Roemer WFF 2021 Expansion}
\begin{tabular}{rc} 
PCO \# & TBD \\
DATE: & \(11 / 1 / 23\) \\
ESTIMATOR: & KG
\end{tabular}

DESCRIPTION:

DIRECT ESTIMATE
\begin{tabular}{lrr} 
LABOR & \(\$\) & 8,821 \\
EQUIPMENT & \(\$\) & 357 \\
MATERIALS & \(\$\) & 4,255 \\
SUBCONTRACTOR & \(\$\) & 152,865 \\
SUBTOTAL & \(\$\) & \(\mathbf{1 6 6 , 2 9 8}\)
\end{tabular}

DIRECT MARKUP
\begin{tabular}{lcrr} 
LABOR & \(25 \%\) & \(\$\) & 2,205 \\
EQUIPMENT & \(20 \%\) & \(\$\) & 71 \\
MATERIALS & \(15 \%\) & \(\$\) & 638 \\
SUBCONTRACTOR & \(5 \%\) & \(\$\) & 7,643 \\
SUBTOTAL MARKUP & \(\$\) & \(\mathbf{1 0 , 5 5 8}\) \\
& \(\mathbf{\$}\) & \(\mathbf{1 7 6 , 8 5 6}\)
\end{tabular}

\section*{IMPACTS TO FILTER BUILDING \#2 SLAB}


\section*{IMPACTS TO RETAINING WALL}



\section*{IMPACTS TO EFFLUENT PUMP STATION}



\section*{PRODUCTION RATES USED FOR ESTIMATING LABOR COSTS}

\section*{VENDOR/SUBCONTRACTORS QUOTES}

\section*{Change Order Request}
\begin{tabular}{|c|c|c|}
\hline \multicolumn{2}{|l|}{23092A - Oliver Roemer Water Filtration Fac. Ph.1-PCL} & COR Subject: Structural changes - new drawings dated 6-26-23-Cost for retaining wall footing length revised, added expansion joints, wall \& footing reinforcing revised \\
\hline \multirow[t]{2}{*}{To} & \multirow[t]{2}{*}{\begin{tabular}{l}
Edy Ortega \\
PCL Construction Services, Inc.
\end{tabular}} & \multirow[t]{2}{*}{\begin{tabular}{l}
COR Number: 23092A-04 \\
COR Revision Number: 0
\end{tabular}} \\
\hline & & \\
\hline \multirow{3}{*}{Return To} & \multirow[b]{3}{*}{\begin{tabular}{l}
Julia Vaughn \\
Quality Rebar, Inc. \\
rfis@qualityrebarinc.com
\end{tabular}} & Work Type: Price / Do Not \\
\hline & & Work Type: Proceed \\
\hline & & Days Valid: \(\mathbf{3 0}\) \\
\hline
\end{tabular}

\section*{RE}

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

\section*{Details}
\begin{tabular}{|l|r|r|r|r|}
\hline Description & \begin{tabular}{r} 
Cost \\
/Rate
\end{tabular} & \begin{tabular}{r} 
Qty \\
\(/\) Hrs
\end{tabular} & Workers & Ext \\
\hline Detailing & \(\$ 60.00\) & \begin{tabular}{r}
4.00 \\
Hrs
\end{tabular} & 1.00 & \(\$ 240.00\) \\
\hline Man Hours & \(\$ 96.00\) & \begin{tabular}{r}
32.00 \\
Hrs
\end{tabular} & 1.00 & \(\$ 3072.00\) \\
\hline Material & \(\$ 0.80\) & \begin{tabular}{r}
\(4,212.00\) \\
POUNDS
\end{tabular} & - & \(\$ 3369.60\) \\
\hline
\end{tabular}

\section*{Breakout}
\begin{tabular}{rrr} 
Labor: & \(\$ 3,312.00\) \\
Overhead and Profit @ 15\%: & \(\$ 496.80\) \\
Material : & \(\$ 3,369.60\) \\
Sales Tax @ 7.75\%: & \(\$ 261.14\) \\
Overhead and Profit @ 15\%: & \(\$ 544.61\) \\
\cline { 2 - 2 } & Total: & \(\$ 7,984.00\)
\end{tabular}

\section*{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

\author{
Tim Pitner \\ Operations Manager
}

\section*{Kevin Goetz}
\begin{tabular}{ll} 
From: & RFIS <rfis@qualityrebarinc.com> \\
Sent: & Tuesday, October 3, 2023 10:40 AM \\
To: & Edy Ortega; Tim Pitner \\
Cc: & Kevin Goetz; Aaron Harwood \\
Subject: & Re: Roemer- Retaining wall footing extension/Ductbank Re-route
\end{tabular}
The 1-0 pop out extensions at retaining wall footing make up roughly \(\$\) 560 or our CO \#04. They add 273\#'s a

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


Thanks,

\section*{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

\section*{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 @
\begin{tabular}{|c|c|c|}
\hline \multirow[t]{3}{*}{To} & \multirow[t]{3}{*}{\begin{tabular}{l}
Edy Ortega \\
PCL Construction Services, Inc.
\end{tabular}} & COR Number: 23092A-03 \\
\hline & & \multirow[t]{2}{*}{COR Revision Number: 0 COR Date: 9/15/2023} \\
\hline & & \\
\hline \multirow[t]{2}{*}{Return To} & Julia Vaughn & Work Type: Price / Do Not \\
\hline & Quality Rebar, Inc. & Days Valid: 30 \\
\hline
\end{tabular}

\section*{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".

\section*{Details}
\begin{tabular}{|l|r|r|r|r|}
\hline Description & \begin{tabular}{r} 
Cost \\
/Rate
\end{tabular} & \begin{tabular}{r} 
Qty \\
\(/\) Hrs
\end{tabular} & Workers & Ext \\
\hline Detailing & \(\$ 60.00\) & \begin{tabular}{r}
1.00 \\
Hrs
\end{tabular} & 1.00 & \(\$ 60.00\) \\
\hline Man Hours & \(\$ 96.00\) & \begin{tabular}{r}
32.00 \\
Hrs
\end{tabular} & 1.00 & \(\$ 3072.00\) \\
\hline Material & \(\$ 0.80\) & \begin{tabular}{r}
\(4,769.00\) \\
POUNDS
\end{tabular} & - & \(\$ 3815.20\) \\
\hline
\end{tabular}

\section*{Breakout}
\begin{tabular}{rrr} 
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: & \(\$ 8, \mathbf{3 2 9 . 0 0}\)
\end{tabular}

\section*{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
CJA-23043-SL-001
(Via E-mail Only)

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

Re: WVWD ROEMER- Concrete Retaining Wall
[External Email]
Edy,

The small end wall switching to a \(10^{\prime \prime}\) thickness from an \(8^{\prime \prime}\) 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 [boulderscape.com]
"Installers of more than 12 million square feet of structural/architectural shotcrete nationwide"


READY MIX CONCRETE
800-834-7557

March 9, 2023 - REVISED

P.O. Box 667 • Oak View, Califo

\author{
Customer: PCLConstruction \\ Address: 3750 Schaufele Ave. Long Beach Ca. \\ Contact: Edy Ortega \\ Contact Phone: 951-515-1230 \\ Email: edyortega@pcl.com
}

\section*{Date: 2/17/2023}

Project Name: WVWD Roemer Project
Jobsite Address: 3010 N. Cedar Ave. Rialto Ca.
Quotation Expires: 7/1/2023

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

16CYx \$2.35/CY= \$37.60
2HRs \(x \$ 90 / \mathrm{HR}=\$ 180\)
2HRs x \$164.85 (5\% increase start July 1st) = \$329.70
Environmental Fee: \(6 \%=547.30 \times 1.06=\$ 580.14\)
40 Meter-125' Boom Pump: \(\quad \$ 90.00\) per hour with a (5) hour minimum, plus ......................... \(\$ 2.35\) per cubic yard.

\section*{***TELEBELTS***}

TB-110 (110') Telebelt: \(\$ 150.00\) per hour with a (5) hour minimum, plus .. \(\$ 3.00\) per cubic yard/ton.
\begin{tabular}{lccc}
\multicolumn{1}{l}{ LABOR } & STRAIGHT TIME & OVERTIME & DOUBLE TIME \\
\hline Operators & \(\$ 157.00\) & \(\$ 221.00\) & \(\$ 261.00\) \\
\hline Oilers & \(\$ 152.00\) & \(\$ 208.00\) & \(\$ 249.00\) \\
\hline
\end{tabular}

\section*{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 \(\underline{A L L}\) 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 \(\mathbf{\$ 7 5 . 0 0}\) daily rental fee plus a total of four hours' labor to install and remove the jib section.

\footnotetext{
* 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 \(30^{\text {th }}, 2023\) \& not to exceed \(5 \%\) on July \(1^{\text {st }}\), 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 \(\mathrm{https}: / / \mathrm{www} . t \mathrm{tnews} . c o m / 2022\)-doe-regional-diesel-fuel-prices.
* 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

\section*{Accepted By:}

Company name:


Wayne Caylor JLS Sales/Service Rep.

\section*{Customer's name}

Title

\title{
Additional anchors and steel for the beam anchoring.
}



Packet Pg. 169

INCREASE IN ROOF SHEATHING AT THE OPERATIONS BUILDING

SQUIRES LUMBER COMPANY, INC.


ESTIMATE: 644031/1



TAX AMOUNT 0.00

TOTAL
4450.00

SQUIRES LUMBER COMPANY, INC.


ESTIMATE: 644030/1



тОт WT: 6600.00

TAX AMOUNT
TOTAL
Delta: \$554.91
X
Received By
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
\(7 / 12 / 23\) to \(8 / 14 / 2023\)

184031687: Oliver P. Roemer Water Filtration Facility Upgrades and Expansion Project
Hours spent for Structural Redesign - Change from Risk Category II to Risk Category III
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline Project & Code & Category & Subcode & Discipline & Type & Date & Number of Hours & Unit & Name & Rate & Total & Task Description \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 7/31/2023 & 2 & HOURS & Lin, Simon (153) & 300 & 600 & Risk category updates redesign review \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 8/1/2023 & 2 & HOURS & Lin, Simon (153) & \begin{tabular}{|lll|}
\hline 5 & 300 \\
\hline
\end{tabular} & 600 & Risk category updates redesign review \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 8/2/2023 & 1 & HOURS & Lin, Simon (153) & \$ 300 & 300 & Risk category updates redesign review \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 8/3/2023 & 1 & HOURS & Lin, Simon (153) & \$ \({ }^{5} \quad 300\) & 300 & Risk category updates redesign review \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 8/4/2023 & 1 & HOURS & Lin, Simon (153) & \$ \(\quad 300\) & \$ 300 & Risk category updates redesign review \\
\hline 184031687 & 7 & Risk Category Update & 7.5 & Structural Engineer & Direct Labor & 8/3/2023 & 1.5 & HOURS & Yoon, Debbie (332) & \$ 240 & \$ 360 & Risk category update -Respond to \(90 \%\) Review comment pm wall anchorage detail in Operation Building \& markups \\
\hline 184031687 & 7 & Risk Category Update & 7.4 & Architecture & Direct Labor & 8/4/2023 & 1 & HOURS & Navarro, Elizabeth (164) & \$ 240 & 240 & energy calc review for eric \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 7/31/2023 & 7.5 & HOURS & Kate, Sameer (331) & \$ \(\quad 175\) & 1,313 & Update Roemer model and 2d sheets as per markup \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 8/2/2023 & 3 & HOURS & Kate, Sameer (331) & \begin{tabular}{|l|l|}
\hline 5 & 175 \\
\hline
\end{tabular} & 525 & Update Roemer model and 2d sheets as per markup \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 8/3/2023 & 8 & HOURS & Kate, Sameer (331) & \$ \({ }^{5} 175\) & \$ 1,400 & Update Roemer model and 2d sheets as per markup \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 8/4/2023 & 8 & HOURS & Kate, Sameer (331) & \$ \(\quad 175\) & \$ 1,400 & Update Roemer model and 2d sheets as per markup \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 7/31/2023 & 1.5 & HOURS & Sakhalkar, Jidnyasa (155) & \$ \({ }^{5} 175\) & 263 & Risk Category updates Drawing checking \\
\hline 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. \\
\hline & & & & & & & 39.50 & & & & \$ 7,950 & Week of 7/31 \\
\hline \multicolumn{13}{|l|}{\multirow[t]{3}{*}{}} \\
\hline & & & & & & & & & & & & \\
\hline & & & & & & & & & & & & \\
\hline
\end{tabular}
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
\(7 / 12 / 23\) to \(7 / 28 / 23\)

184031687: Oliver P. Roemer Water Filtration Facility Upgrades and Expansion Project Hours spent for Structural Redesign - Change from Risk Category | \(\mid\) to Risk Category III
\(7 / 12 / 23\) to \(7 / 23 / 23\)
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline Project & Code & Category & Subcode & Discipline & Type & Date & Number of Hours & Unit & Name & Rate & Total & Task Description \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & labo & 023-07-12 & 1 & OURS & Lin, Simon (153) & \$ 300 & ¢ 300 & structural redesign for Risk Category Change \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-13 & 6.5 & hours & Yoon, Debbie (332) & \$ 240 & \$ 1,560 & Update Calcs-FB2 Foundation and retaining walls for Risk Category adjustment. \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-13 & 4 & HOURS & Wong, Steven (811) & 240 & 960 & Revised and updated EPS hydrodynamic and seismic loads \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-13 & 4 & Hours & Lin, Simon (153) & 300 & \$ 1,200 & structural redesign for Risk Category Change \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-14 & 6.5 & Hours & Yoon, Debbie (332) & 240 & \$ 1,560 & Update Calcs-retaining walls for Risk Category adjustmen. \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-14 & 6 & Hours & Wong, Steven (811) & 240 & \$ 1,440 & Revised EPS seismic loads and top slab design \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-14 & 3.5 & Hours & Lin, Simon (153) & 300 & \$ 1,050 & structural redesign for Risk Category Change \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-15 & 4 & Hours & Wong, Steven (811) & 240 & 960 & Revised EPS Wall Out-of-plane design and Diaphragm Design \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-16 & 1 & Hours & Spiro, Jeffrey (257) & 185 & 185 & Updated SAFE model for the filter building PEMB Foundation design \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-16 & 1 & Hours & Wong, Steven (811) & 240 & 240 & Revised EPS Shear Wall Designs \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-17 & 2 & HOURS & Yoon, Debbie (332) & 240 & 480 & Operation Building: Wall out-of-plane calc - Grid 3 \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-17 & 1 & Hours & Lin, Simon (153) & 300 & 300 & structural redesign for Risk Category Change \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-17 & 5.75 & Hours & Spiro, Jeffrey (257) & 185 & S 1,064 & Updated SAFE model for the filter building PEMB Foundation design \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-17 & 4 & Hours & Wong, Steven (811) & 240 & & Revised EPS Foundation Design \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-18 & 0.5 & Hours & Wong, Steven (811) & 240 & 120 & Internal QC Coordination for EPS effluent pump station Calc Revisions \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-18 & 4 & HOURS & Lin, Simon (153) & & & structural redesign for Risk Category Change \\
\hline 184031687 & 7 & Risk Category Update & 7.5 & Mechanical & Direct Labor & 2023-07-18 & 1.5 & HOURS & Neprud, Sean (923) & 330 & 495 & Review of structural changes required for effects on the mechanical design \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-19 & 4 & Hours & Yoon, Debbie (332) & 240 & 960 & Retaining wall re-design: calcs and update drawings S -101 \& \(102, \mathrm{QC}\) meeting \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-19 & 6 & HOURS & Lin, Simon (153) & 240 & \$ 1,440 & structural redesign for Risk Category Change \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-19 & 1 & Hours & Wong, Steven (811) & 240 & S 240 & Revised EPS Shear Wall Designs \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-20 & 3 & Hours & Kate, Sameer (331) & & & update drawings as per comment. \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-20 & 5 & HoURS & Lin, Simon (153) & 240 & \$ 1,200 & structural redesign for Risk Category Change \\
\hline 184031687 & 7 & Risk Category Update & 7.1 & PM and PTL & Direct Labor & 2023-07-20 & 1 & HOURS & Murthy, Umesh (616) & 338 & & Risk category update work: Internal coordination meeting to discuss status and schedules with discipline lead Simon Lin. Attend 0.5 hr meeting with WVWD and PCL at 1 pm \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-21 & 2 & HOURS & Yoon, Debbie (332) & 240 & 480 & Retaining wall re-design: calcs \& markups Operation Building: Wall out-of-plane calc grid 3 \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-21 & 6 & HOURS & Lin, Simon (153) & \$ 300 & S 1,800 & structural redesign for Risk Category Change \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-21 & 1 & Hours & Sakhakkar, Jidhyasa (155) & 175 & 175 & Drawing checking \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-22 & 12 & Hours & Wong, Steven (811) & 240 & \$ 2,880 & OPB operations building Update Shear Wall and Diaphragm Design \\
\hline 184031687 & 7 & Risk Category Update & 7.2 & Structural Engineer & Direct Labor & 2023-07-23 & 5 & HOURS & Wong, Steven (811) & 240 & \$ 1,200 & OPB operations building Update Foundation Design and Wall Detailing \\
\hline & & & & & & & 102.25 & & & & & \\
\hline & & & & & & & & & & & S 25,312 & \\
\hline
\end{tabular}

Packet Pg. 177```


[^0]:    E. Joaquin Esquivel, chair | Eileen Sobeck, executive director

