



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

ENGINEERING, OPERATIONS &  
PLANNING COMMITTEE  
MEETING AGENDA

WEDNESDAY, DECEMBER 8<sup>TH</sup>, 2021 - 6:00 PM

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

**Teleconference Notice:** In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20 and the order of the County of San Bernardino dated March 17, 2020, there will be no public location for attending this Committee Meeting in person. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may also be submitted via email to [administration@wvwd.org](mailto:administration@wvwd.org). If you require additional assistance, please contact the Executive Assistant at [administration@wvwd.org](mailto:administration@wvwd.org).

**BOARD OF DIRECTORS**

Director Greg Young (Chair)

Vacant

1. CONVENE MEETING
2. PUBLIC PARTICIPATION

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

3. DISCUSSION ITEMS

A. General Updates to Engineering Committee

- B.** Consider Agreement for Professional Services to Develop the Rialto Basin Groundwater Management Plan. **(Page 3)**
- C.** Consider a Grant of Easement from HD04, LLC for Ventana PA6. **(Page 81)**
- D.** Consider Water System Infrastructure Installation and Conveyance Agreement and an Easement. **(Page 93)**
- E.** I-10 Cedar Avenue Interchange Improvement Project: Professional Engineering Services Amendment No. 3. **(Page 121)**
- F.** Amendment No. 3 to Task Order No. 1 with Michael Baker International, Inc. For Design of Pump Station 7-2. **(Page 131)**

**4. 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 Committee Agenda at the District Offices on December 2nd, 2021.**



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**Maisha Mesa, Executive Assistant**



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

**DATE:** December 8, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** CONSIDER AGREEMENT FOR PROFESSIONAL SERVICES TO DEVELOP THE RIALTO BASIN GROUNDWATER MANAGEMENT PLAN

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**BACKGROUND:**

Pursuant to the Settlement Agreement in the lawsuit against Fontana Union Water Company (FUWC) et al by the San Bernardino Valley Municipal Water District, City of Rialto, City of Colton, and West Valley Water District (District), the latter three (3) entities and Fontana Union Water Company are required to form what is now known as the Rialto Basin Groundwater Council (RBGC) to promote sustainable groundwater management, including developing a groundwater management plan (GWMP).

The GWMP will provide important insight into how to optimally manage the basin and to preserve groundwater as an important local and reliable water supply source. It will implement a coordinated strategy of extraction and recharge activities so groundwater levels in the Rialto Basin can be sustainably managed without overdraft conditions occurring and will address improving and mitigating low groundwater levels and other impacts.

**DISCUSSION:**

To facilitate the development of the GWMP, the RBGC Technical Advisory Committee (RBGC TAC), consisting of staff from the 4 agencies, prepared a Request for Proposal (RFP) to retain an engineering-hydrogeologist professional services consultant to assist with the work. The RFP was received by 6 qualified firms and in response the following three proposals (listed alphabetically) were received:

Firm	Proposed Cost for Non-Optional	Proposed Cost with Optional
	Scope of Work	Work Items
Geoscience	\$519,236	\$519,236
Geosyntec Consultants	\$212,513	\$287,092
Stetson Engineers	\$176,600	\$197,600

After a thorough and deliberate evaluation of the proposals, the members of the RBGC TAC are

unanimously recommending Stetson Engineers be awarded the work to develop the GWMP. Stetson is already familiar with the Rialto Basin, is proposing a very efficient scope of work, and has demonstrated themselves to be highly successfully in providing engineering and hydrogeological groundwater consulting services for the nearby Main San Gabriel Basin. In addition to the core scope of services (i.e., non-optional scope of work), Stetson's proposal included two optional items: stakeholder and legal coordination and engagement and a data gap evaluation. The RBGC TAC opines these additional work items will add value to the development of the GWMP and is recommending they be included as part of a contract award.

A fuller description of Pros and Cons of each team's proposal is attached as Exhibit A. Stetson's proposal is attached as Exhibit B.

The RBGC scheduled to meet on December 9, 2021 to discuss the GWMP proposals and the RBGC TAC is recommending the following actions:

1. Approved a budget item titled, "Development of the Rialto Basin Groundwater Management Plan," funded it in the amount of \$215,000 (which includes contingency), and assigned a 25% cost share responsibility to each RBGC member agency; and
2. Approved the selection of Stetson Engineers to develop the Rialto Basin Groundwater Management Plan per its proposal; and
3. Appointed, solely for the "Development of the Rialto Basin Groundwater Management Plan," West Valley Water District to be responsible for the accounting and revenue collection, securing the funding from the RBGC members, and administer, on behalf of the RBGC, the contract with Stetson Engineers to develop the Rialto Basin Groundwater Management Plan.

In response to the above listed potential RBGC actions, WVWD staff recommends the District retain Stetson Engineers to perform the GWMP on behalf of the parties and accept the responsibilities to administer the contract with Stetson Engineers and invoice the other three RBGC parties a 25% cost share each for Stetson Engineer's work performed.

**FISCAL IMPACT:**

The District's cost share will be up to 25% of the \$215,000, which equals \$53,750.

**STAFF RECOMMENDATION:**

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, General Manager

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**ATTACHMENT(S):**

1. EXHIBIT A- Rialto Basin Groundwater Council (RBGC) Technical Evaluation Committee's Evaluation of the Proposals for the RBGC Groundwater Management Plan Project
2. Exhibit B

# EXHIBIT A

**Rialto Basin Groundwater  
Council (RBGC) Technical Evaluation Committee’s  
Evaluation of the Proposals for the  
RBGC Groundwater Management Plan Project**

**Proposal from: Geoscience**

Total Proposal Cost: \$519,236 (no optional work proposed)

<b>PROS</b>	<ul style="list-style-type: none"> <li>• Local firm and expert in groundwater; been in business since 1978</li> <li>• Experience working in the Rialto Basin, hence familiarity; built the existing Rialto- Colton Basin Model</li> <li>• Understanding of downstream impacts, Orange County Judgment, and 1961 decree</li> <li>• Utilize the Integrated Model rather than the Rialto-Colton Model to understand impacts to SBBA and Riverside Basins that may result from changes in operation in Rialto Basin</li> <li>• Proposal lays out the key issues such as impacts to adjacent basins, maximizing production, establishing the operational yield, reducing stranded assets, etc.</li> <li>• Partnered with Balleau Groundwater for data review and third-party hydrology review</li> <li>• Johnson Yeh, the project manager, is a professional hydrogeologist</li> <li>• Firm has wide experience in groundwater modeling, basin adjudication, safe yield analysis, GMP’s and GSP’s</li> <li>• Plans to update groundwater elevation data, well log reports, pumping and water demand records, and water quality data through 2020</li> <li>• Significant modeling proposed to develop Operational Yield, Evaluate Management Tools, and Evaluate the Potential for Stranded Assets, Alternative Recharge Locations, and Cyclic Storage Potential</li> <li>• Seven (7) model runs budgeted</li> </ul>
<b>CONS</b>	<ul style="list-style-type: none"> <li>• Scope exceeds the RFP’s Scope of Work and overall goals.</li> </ul>

**Proposal from: Geosyntec**

Total Proposal Cost (Non-Optional Work): \$212,513

Total Proposal Cost (with Optional Work): \$212,513

<b>PROS</b>	<ul style="list-style-type: none"> <li>• In business since 1983; employee-owned corporation of over 1,500 professionals and support personnel with 89 offices across the U.S. 13 offices in California. Nearest office in Ontario, Pasadena, San Diego, Long Beach and Costa Mesa</li> <li>• Understanding that the scope of the GMP is limited to Rialto Basin, the alluvial part of Rialto-Colton Basin as defined by Bulletin 118 and include the section known as the “No Man’s Land”</li> <li>• Modeling will use existing Rialto Groundwater Model, and data gaps will be identified and filled to develop recharge and discharge scenarios</li> </ul>
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	<ul style="list-style-type: none"> <li>• Development of groundwater management tools and groundwater accounting system</li> <li>• Experience with preparing GMP's and GSP's primarily in Northern California</li> <li>• Project Manager, Tara Rolfe, a professional hydrogeologist has over 10 years working in the Chino Basin on various groundwater management projects</li> <li>• Optional work proposed is for a database and web dashboard (\$74,579)</li> </ul>
<b>CONS</b>	<ul style="list-style-type: none"> <li>• GMP will depend on existing Rialto Groundwater Model, but proposal does not address how the data gaps identified in the model will be resolved in order to perform recharge and extraction scenarios; Task 2A propose to use existing model as-is and modify extraction and recharge only in the scenario simulations</li> <li>• Does not specify number of model runs</li> <li>• Least amount of experience specifically in the Rialto Basin compared to Stetson and GeoScience.</li> </ul>

### Proposal from: Stetson Engineers

Total Proposal Cost (Non-Optional Work): \$176,600

Total Proposal Cost (with Optional Work): \$197,600

<b>PROS</b>	<ul style="list-style-type: none"> <li>• Expert in water resources engineering, including groundwater basin management</li> <li>• Been in business since 1957; nearby offices in Covina and Carlsbad</li> <li>• Firm was retained by one of the parties to resolve the legal and pumping disputes before settlement was reached in 2018, and Stetson developed the framework for a GMP for all parties</li> <li>• Project Manager, Stephen Johnson, a registered engineer, has experience working in the Rialto Basin and nearby basins</li> <li>• Four (4) model runs budgeted using the existing Rialto Model</li> <li>• “Straight to the point” approach</li> <li>• Has some familiarity with the Rialto-Colton Basin</li> <li>• Streamlined project approach</li> <li>• Has been highly successfully providing engineering and hydrogeological services in the Main San Gabriel Basin for many years, services which have included evaluating basin conditions, preparing annual reports, and recommending safe operating yields</li> <li>• Optional work proposed is for Task for Stakeholder and Legal Coordination and Engagement (\$10,768) and Data Gap Evaluation (\$10,036)</li> </ul>
<b>CONS</b>	<ul style="list-style-type: none"> <li>• Not mentioned how data gaps will be resolved and what impacts they might have on the project</li> </ul>



# EXHIBIT B



September 29, 2021

Mr. Brian Dickenson  
City of Colton  
650 N La Cadena Dr.  
Colton, CA 92324

Mr. Tom Crowley  
City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376

Mr. Cris Fealy  
Fontana Water Company  
15966 Arrow Route  
Fontana, CA 92335

Mr. Van Jew  
West Valley Water District  
855 W Baseline Rd.  
Rialto, CA 92376

Subject: Proposal for Preparation Rialto Basin Groundwater Management Plan

Gentlemen:

Stetson Engineers Inc. (Stetson) is pleased to submit this proposal to the Rialto Basin Groundwater Council to develop the Rialto Basin Groundwater Management Plan.

Stetson specializes in the management and development of water resources and has been providing groundwater management services for decades. Using widely accepted water industry standards and relying on extensive, successful past experience in groundwater management, Stetson will develop a Groundwater Management Plan to ensure long-term groundwater sustainability in the Rialto Groundwater Basin.

Stetson has been involved in the Rialto Basin and No Man's Land for several decades and thoroughly understands the stakeholders, the positions taken, the 1961 Decree, the resource value, and the alternative solutions for evaluation and consideration. For this assignment, Stetson commits to representing the best interest of all the parties and stakeholders in the RBGC.

This proposal is valid for 90 days. Please do not hesitate to contact me, or Jeff Helsley, at 626-967-6202 if you have any questions or concerns. Thank you for this opportunity to assist with the development of the Rialto Basin Groundwater Management Plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Johnson", is written over a light blue circular stamp.

Steve Johnson  
President/CEO/CFO  
Stetson Engineers Inc.

**PROPOSAL**

**TO**

**RIALTO BASIN  
GROUNDWATER COUNCIL**

**FOR**

**RIALTO BASIN  
GROUNDWATER MANAGEMENT PLAN**

**SUBMITTED TO:**

BRIAN DICKENSON: CITY OF COLTON  
TOM CROWLEY: CITY OF RIALTO  
CRIS FEALY: FONTANA WATER COMPANY  
VAN JEW: WEST VALLEY WATER DISTRICT

**SEPTEMBER 29, 2021**



861 Village Oaks Drive, Suite 100 • Covina , California 91724  
Phone: (626) 967-6202 • FAX: (626) 331-7065 • Web site: [www.stetsonengineers.com](http://www.stetsonengineers.com)

Northern California • Southern California • Arizona • Colorado

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**LIST OF ATTACHMENTS**

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| ATTACHMENT C | PROPOSED MODIFICATIONS TO THE PROFESSIONAL SERVICES AGREEMENT |

## 1. BACKGROUND OF FIRM

### Municipal Engineering

- Watershed Sanitary Surveys
- Water Distribution System Design & Construction Mgmt.
- Water Distribution System Modeling
- Water System Master Plans
- Recycled Water Systems
- Storm Water System Analysis
- Water Treatment Facilities
- Wastewater Systems

### Groundwater Resources

- Groundwater Modeling
- Watermaster Services
- Basin Investigations
- Groundwater Development
- Groundwater Management Plans
- Water Wells/Planning, Design, Construction
- Wellhead Protection Plans
- Artificial Recharge Studies
- Water Quality Assessments
- Safe Yield Studies
- Groundwater Cleanup and Aquifer Restoration
- Geophysical Surveys

### Water Systems Management

- Economic Feasibility
- Operational Surveys
- Rate Design/Analysis
- System Appraisals and Valuations

### Environmental Engineering

- Wetland/Riparian Hydrology
- Impact Analysis/Restoration
- Environmental Assessments and Impact Studies
- Geomorphic Analysis
- Fluvial Geomorphology

### Water Rights

- Federal Reserved Water Rights Studies
- Basin and River Adjudications
- Water Right Valuations and Transfers
- Legal and Institutional Support
- Expert Witness Testimony

### Surface Water Resources

- River Basin and Watershed Studies
- Natural Flow Determinations
- Reservoir Operations and System Modeling
- Hydropower Investigations

### *Integrating Engineering with Water Resources for Over 60 Years*

Stetson Engineers Inc. (Stetson) specializes in management and development of water resources. The firm consults to federal, state, and local agencies; Native American Tribes; community groups; and private clients throughout the western United States.

Stetson specializes in all phases of water resources engineering including groundwater basin management; hydrogeological studies of groundwater basins; groundwater flow modeling; water well design and development; water system evaluations; water facility design and construction management for complete distribution systems, pipelines, reservoir storage facilities, pumping stations, and water treatment facilities; water quality evaluations; water distribution system hydraulic modeling; water district engineering services; financial planning and analysis; grant support services; and project administration.

### **BUILDING ON EXCELLENCE**

The firm was established by Thomas M. Stetson in 1957 as Thomas M. Stetson Civil and Consulting Engineers. In 1977, the Company was incorporated as Stetson Engineers Inc. Mr. Stetson's handpicked successors have maintained the founder's focus on quality services and long-term relationships with a solid client base. We now staff offices in Covina, Carlsbad, and San Rafael, California; Centennial, Colorado; and Mesa, Arizona. For over six decades, Stetson has provided creative solutions to water resources issues, considering and applying state-of-the-art or unique methods in addition to traditional approaches. Stetson has moved to the forefront of mid-sized consultants specializing in planning, water resources, and problem solving. Stetson's services include the preparation of groundwater management plans; watershed sanitary surveys; specifications, construction drawings, and contract documents; water system master plans; feasibility studies; water supply evaluations; urban water management plans; computer modeling of water systems and groundwater basins; and grant and loan applications.

## **LOCATION AND CONTACT INFORMATION**

Office Location and Address:  
861 S Village Oaks Drive  
Covina, CA 91724

Contact Person:  
Jeff Helsley, P.E.  
Phone: 626-967-6202  
Email: jeffh@stetsonengineers.com

## **2. STATEMENT OF PROJECT UNDERSTANDING**

Water rights and groundwater extractions in the Rialto Basin have been historically contested, including a dispute that resulted in the 1961 Decree and more recently a settlement agreement reached in 2018. The Rialto Basin Groundwater Council (RBGC) was formed to coordinate and implement groundwater management activities throughout the Rialto Basin to preserve groundwater as an important water supply source.

The key to success will be to implement a coordinated strategy of extraction and recharge activities so groundwater levels in the Rialto Basin can be sustainably managed without overdraft conditions occurring. Using widely accepted water industry standards and relying on extensive, successful past experience in groundwater management, Stetson will develop a Groundwater Management Plan to ensure long-term groundwater sustainability in the Rialto Groundwater Basin with the goal of improving and mitigating low groundwater levels and other negative impacts. The Groundwater Management Plan will require an understanding of the basin hydrogeology and water budget, resulting in the establishment of management actions including extraction and replenishment protocols. It is anticipated San Bernardino Municipal Water District/Geoscience's existing groundwater model of the basin will be a key tool for developing the plan.

Water supply reliability is increasingly important. Accordingly, a key issue related to implementing the Groundwater Management Plan will be ensuring the Groundwater Management Plan is sufficiently adaptive to ensure long-term applicability while efficiently maximizing all water supplies available and not causing stranded assets, including during periods of drought. Additionally, the Groundwater Management Plan must utilize a cost effective and cooperative approach in order to respect the interests of all stakeholders which rely on the Rialto Basin for their water supply.

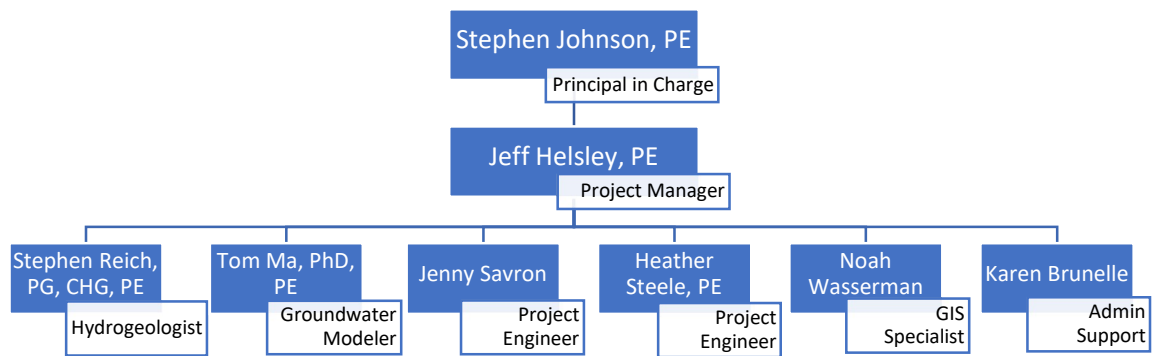
Stetson (Mr. Johnson) was retained by one of the parties to help resolve the legal and pumping disputes before settlement was reached in 2018. As part of this assignment, Stetson developed the framework for a regional groundwater management plan for all the parties. Stetson developed this management plan framework with a cooperative approach while considering the interests and concerns of all of all parties. Stetson would like to believe this work was instrumental in resolving the disputes and bringing together the current Rialto Basin Groundwater Council.

Stetson has been involved in the Rialto Basin and No Man's Land for several decades and thoroughly understands the stakeholders, the positions taken, the 1961 Decree's lack of clarity and ineffective provisions, the resource value, and the alternative solutions for evaluation and

consideration. For this assignment, Stetson commits to representing the best interest of all the parties and stakeholders in the RBGC.

### 3. ORGANIZATIONAL CHART

Stetson has in-depth local experience in the broad range of issues needed to successfully develop a groundwater management plan for the Rialto Basin Groundwater Council. Mr. Stephen B. Johnson, P.E. will serve as Principal-in-Charge and Mr. Jeff D. Helsley, P.E. will serve as the main contact and Project Manager for the Groundwater Management Plan. Mr. Stephen Reich, P.G., C.H.G., P.E. will serve as the hydrogeologist. No subconsultants will be utilized for the development of the Plan. Stetson will coordinate with GeoScience regarding the transfer and use of the operating groundwater model of the Rialto Basin. An organizational chart of key personnel with names and titles is provided below.



### 4. QUALIFICATIONS

Stetson has decades of experience in groundwater management and has prepared and implemented numerous groundwater management plans for other basins. In addition, Stetson has direct previous experience with water rights and water supply issues in the region. Consequently, Stetson’s Project Team possesses comprehensive capability for development of the Rialto Basin Groundwater Management Plan. Stetson’s Project Team includes strong managers and experienced engineers with groundwater management experience.

Stetson is uniquely qualified to prepare this Groundwater Management Plan due to past experience providing ongoing litigation and mediation technical support regarding Rialto Basin management and operations prior to a settlement being reached. Stetson has had previous discussions with key parties regarding options and alternatives for sustainable groundwater management in the Rialto Basin, including developing the initial framework of the Groundwater



Management Plan included in the Request for Proposals. Stetson also participated in the third-party review of the Geoscience groundwater model.

In addition to Stetson's direct experience with the Rialto Basin, Stetson performs watermaster services for the Main San Gabriel Basin and the Raymond Basin. These services include establishing an annual operating safe yield, managing cyclic storage accounts of imported water for groundwater replenishment, and managing groundwater extractions. This relevant experience will directly contribute to the success of the Groundwater Management Plan for the Rialto Basin.

Resumes of the Project Team including pertinent experience, academic credentials, and professional certifications and memberships, are provided in Attachment A. Qualifications of key Stetson personnel for this Project are discussed below. Additional qualified Stetson support staff may also contribute to the development of the Groundwater Management Plan.

**STEPHEN B. JOHNSON, P.E.**

**PRINCIPAL-IN-CHARGE**

Mr. Johnson, President and a Principal of Stetson Engineers Inc., is the Principal-in-Charge of the Covina office and has over 44 years of experience. Mr. Johnson supervises, directs or performs in a wide variety of projects. Mr. Johnson has been involved in a multitude of studies and projects and maintains close contact with all active clients, attending meetings regularly for the public clients. He has been involved in numerous supplemental water requirement studies, alternative water supply studies, groundwater management studies, and project feasibility studies. Mr. Johnson works directly as Engineer for the Main San Gabriel Basin Watermaster, where he develops the operating safe yield recommendation every year, and as the Water Resources Manager for the Indian Wells Valley Groundwater Authority, where he was instrumental in developing the sustainable yield of the basin and the management actions that are being implemented.

**JEFFREY D. HELSLEY, P.E.**

**PROJECT MANAGER**

Mr. Helsley has over 39 years of experience in water resource management in Southern California. Mr. Helsley was formerly the District Engineer and Assistant General Manager of the Water Replenishment District of Southern California, where he was responsible for the development and implementation of programs to enhance groundwater recharge, improve groundwater basin management, and protect groundwater quality. Mr. Helsley has supervised the development of numerous groundwater management plans and has extensive experience in water supply projects with unique knowledge of water supply, water quality, and groundwater management issues. Mr. Helsley led Stetson's technical team in the development of the Groundwater Sustainability Plan for the Indian Wells Valley Groundwater Authority and the Alternative Groundwater Management Plan for the City of La Habra, and he advises the Morongo Band of Mission Indians on sustainable groundwater issues in the San Gorgonio Subbasin and the San Luis Rey Indian Water Authority on sustainable groundwater issues in the Upper San Luis Rey Groundwater Basin in San Diego County.

**STEPHEN REICH, P.G., C.H.G., P.E.**

**HYDROGEOLOGIST**

Mr. Reich is a geologist, hydrogeologist, and engineer with over 32 years of experience in water resource management. Mr. Reich has led technical teams for both litigation and settlement purposes for issues related to water supply, water quality, wastewater, and water rights disputes. Mr. Reich has extensive knowledge of developing and managing large water projects in California and the southwestern U.S. His responsibilities have included developing basin management plans for groundwater and surface water resources in legally and environmentally constrained basins.



**TAINSHING (TOM) MA, PH.D., P.E.** **GROUNDWATER MODELER**

Mr. Ma has over 21 years of experience in groundwater management and numerical modeling. He is experienced in MODFLOW groundwater flow models and has developed and calibrated flow models for multiple groundwater basins including the San Gabriel Basin and Anza-Terwilliger Basin.

**JENNY SAVRON** **PROJECT ENGINEER**

Ms. Savron has over 18 years of experience in water resource engineering and has prepared numerous water supply studies and assessments. Ms. Savron has extensive knowledge of groundwater management and performs Watermaster support services for the Main San Gabriel Basin Watermaster and Raymond Basin Management Board including preparing the annual Operating Safe Yield report.

**HEATHER STEELE, P.E.** **PROJECT ENGINEER**

Ms. Steele has over 7 years of experience in water resources engineering and groundwater management. She has prepared multiple groundwater management plans including the Groundwater Sustainability Plan for the Indian Wells Valley Groundwater Authority and the Alternative Groundwater Management Plan for the City of La Habra, in compliance with the Sustainable Groundwater Management Act.

**NOAH WASSERMAN** **GIS SPECIALIST**

Mr. Wasserman has been involved in GIS mapping and spatial analysis, including map/figure production and layout, analysis of vector and raster data (including aerial images), data management, online mapping and data applications, etc. He has worked extensively on present/historic irrigation aerial photography interpretation and image georeferencing. Mr. Wasserman is proficient in ArcGIS 10.2.2 and has received GIS Professional (GISP) certification.

**KAREN BRUNELLE** **ADMIN SUPPORT**

Ms. Brunelle has over 14 years of experience and is responsible for the coordination and oversight of all administrative duties in Stetson's Covina office.

**5. SCOPE OF WORK TO BE PERFORMED**

Stetson's Project Team recognizes the critical need for comprehensive groundwater management in the Rialto Basin to sustain groundwater supplies for current and future beneficial uses. Mr. Jeff Helsley will be assigned as the Project Manager and will act as the primary contact. The section below is organized by Scope of Services, Deliverables, and Optional Work.

**SCOPE OF SERVICES**

Stetson will fulfill the following tasks as part of our Scope of Work to develop the Groundwater Management Plan:

**Task 1 – Review RBGC Documents**

Stetson is currently familiar with several important RBGC documents including the 2018 Settlement Agreement and 2019 Framework Agreement. In addition, Stetson is familiar with the 1961 Decree, Watermaster reports, and numerous other geological studies including DWR

bulletins, USGS reports, and other studies. Stetson will also do a literature review of other scientific and engineering studies conducted in the Basin.

Stetson staff will coordinate with RBGC TAC members and the Western-San Bernardino Watermaster to collect recent available hydrogeologic data from the Rialto Basin. Much of the historical data may have already been collected and used as part of the development of the groundwater model and Stetson's prior work. This task is critical for comprehensive understanding of the historical understanding of the basin prior to developing the Groundwater Management Plan.

### *Task 2 – Develop Groundwater Management Plan*

In accordance with the outline prepared by the RBGC Technical Advisory Committee (RBGC TAC) and included as Attachment 3 of the RFP (herein referred to as the "Outline"), Stetson will develop a comprehensive Groundwater Management Plan to be used as the management framework for the Rialto Basin. Stetson will utilize the Geoscience model and work with the RBGC TAC to analyze and develop the elements of the Groundwater Management Plan. The Groundwater Management Plan will follow the adopted outline unless otherwise approved or amended by the RBGC TAC. Individual sections will be provided to the RBGC TAC for review and input during the development of the Groundwater Management Plan. The subtasks required to develop the Groundwater Management Plan are discussed below.

#### *Subtask 2a – Prepare Introduction Section*

This section will introduce the Groundwater Management Plan and will provide relevant background and history. The purpose and goal of the Groundwater Management Plan will be stated. State laws, including the Sustainable Groundwater Management Act (SGMA), and their applicability to the Rialto Basin will be discussed.

Stetson will provide background on groundwater management activities in the Rialto Basin including summarizing the 1961 decree and the 2018 Settlement Agreement, and the history of the RBGC. The extent of the region covered under the Groundwater Management Plan and jurisdictions will be defined, as well as discussion regarding the inclusion of No Man's Land in the Groundwater Management Plan. A list of definitions used in the report will also be provided.

The existing GeoScience calibrated numerical model of the Rialto Basin will be used to develop the Groundwater Management Plan. Relevant observations, findings, recommendations regarding the model will be documented and provided to the TAC. Up to a maximum of four model runs will be performed to simulate baseline conditions into the future and managed conditions. Based upon a review of historical data, numerical model simulations, and potential implementation of basin management alternatives, the natural safe yield will be determined and a safe yield analysis will be conducted to determine whether an "Operating Safe Yield" or "Fixed Safe Yield" will best suit the Rialto Basin. The safe yield analysis will also include an evaluation of cyclic storage potential in the Rialto Basin for storage of pre-purchased imported water. Currently, the Rialto Decree is based on a "Fixed Safe Yield" in that there is a limit to the quantity which can be produced each year. However, the Rialto Decree did not consider the potential impacts of replenishment with untreated imported water. An Operating Safe Yield would allow some flexibility to the amount that may be produced each year based on hydrology.

In addition, the model will be used to evaluate the current monitoring network to determine if a new index well regime is necessary, with groundwater levels at specific groundwater wells acting

as a proxy for determining the safe yield of the entire groundwater basin. The results of the evaluation from the model will be checked against historical water levels and extractions for verification. Existing and potential replenishment facilities will be evaluated to support groundwater replenishment with imported water.

It is recommended the analysis and studies conducted to fulfil the requirements of A.2.e. of the Outline (discussed in the preceding two paragraphs) be removed from the Introduction and instead discussed in the Decree section of the Groundwater Management Plan.

#### *Subtask 2b – Prepare Decree Section*

The Decree Section will include the declaration of current hydrologic and hydrogeologic conditions in the Rialto Basin. A hydrogeologic conceptual model will provide a written description and visual representation of the Rialto Basin. The numerical model will be used to determine water budget of all inflows, outflows, and groundwater in storage. The water budget will be used to evaluate if overdraft conditions exist or are likely to exist with projected pumping. The results of the Safe Yield analysis (discussed previously) will be presented. Groundwater rights will be summarized and documented.

As discussed previously, it is recommended the analyses of the safe yield, groundwater replenishment facilities, and the index well regime be included in this Section.

#### *Subtask 2c – Prepare Violations and Remedies Section*

Unsustainable conditions exist if excess production and/or inadequate natural replenishment of the Rialto Basin occurs, which will lead to undesirable results such as lowering of groundwater levels, loss of groundwater in storage, and degraded water quality (among other undesirable conditions). If left unmanaged, unsustainable conditions will ultimately lead to the loss of beneficial uses of the Rialto Basin.

This section will discuss undesirable results that are occurring or are likely to occur without sustainable management of the Rialto Basin. Violations to the Groundwater Management Plan will be discussed which may include excessive production, or disputes regarding the new index wells or credit for replenishment. Stetson will focus on remedies to violations resulting in excess production or inadequate replenishment that encourage or facilitate addressing the resulting impact of the violation and supporting the goals of the Groundwater Management Plan, such as fees for overproduction that may be used for replenishment water or other needed actions, which might include supporting demand management measures.

Stetson will evaluate demand management measures, including conservation practices, that would be feasible in the region to reduce reliance on groundwater from the Rialto Basin and potentially reduce the volume required to replenish the Rialto Basin. The task would include a review of all existing demand management measures implemented by entities with overlying land use jurisdiction over the Rialto Basin. Recommendations for basin-wide conservation practices will be provided.

Supplemental water options will be analyzed to document sources of supplemental water, availability of imported water and stormwater for groundwater replenishment, and physical, environmental, and legal constraints.

### *Subtask 2d – Prepare Management Committee Section*

In this Section, the organization and duties of the Management Committee will be discussed including the following:

- Quantification and nomination of committee members
- Term of committee members
- Quorum requirements
- Committee organization including meeting schedule, document management of minutes, public participation requirements
- Powers and Duties including collecting data collection, managing groundwater production reports, administering assessments, and purchasing imported water

Stetson will provide recommendations and advisement to the RBGC and RBGC TAC members regarding experience with successful groundwater basin Management Committees. It is intended this Section will be prepared after coordination with the RBGC and RBGC TAC.

### *Subtask 2e – Prepare Groundwater Management Plan Tools Section*

The management actions and functions of the RBGC will be discussed in this Section. These management actions will be the tools the RBGC will utilize to ensure the Rialto Basin is sustainably managed for long-term continued beneficial use.

In order to accurately monitor potential overdraft conditions, groundwater extractions will be reported to the RBGC. Similarly, the RBGC will maintain records of pumping rights to document any leases, purchases, and carryover of unused groundwater production rights.

The Groundwater Management Plan will document the process for preparing Annual Reports. Annual Reports will include the following data:

- Groundwater Extractions
- Groundwater Levels
- Groundwater Replenishment/Recharge
- Status of the fulfillment of Settlement Agreement terms including the assessments and balance of required recharge

Current and proposed assessments will be discussed including proposed amount, term, and purpose. (It should be noted, assessments will likely be required to be adopted separately from the Groundwater Management Plan.)

It is anticipated, the water budget and safe yield analysis will determine that supplemental water will be required in the Rialto Basin for sustainable management of groundwater levels. Consequently, this Section will also include the protocols for procuring supplemental water for groundwater replenishment as wells and the management and maintenance of recharge facilities for long-term viability. The protocols for banking water will also be discussed in the Section.

Additional management actions may be included in the Groundwater Management Plan, as approved by the RBGC TAC, depending on the results of the analyses conducted as part of the development of the Decree Section and the results of the numerical modeling simulations. For example, the adoption of conservation policies and the implementation of cyclic storage accounts may be recommended as management tools.

### *Subtask 2f – Prepare Other Considerations Section*

Stetson will coordinate with the RBGC TAC to document other requirements as noted in the Outline including contractual and legal statements regarding the term of the Groundwater Management Plan and the relationship with the Settlement Agreement.

### Task 3 – Project Management

Stetson will perform project management duties for the development of the Groundwater Management Plan including, but not limited to, coordination with staff and RBGC TAC representatives via the following:

- Emails
- Telephone Calls
- Zoom Meetings
- In-Person Meetings (if directed and authorized)

### Task 4 – Attend Meetings

Stetson will attend as-needed Zoom meetings with the RBGC TAC for the following purposes:

- Coordinate with TAC members on management tools and modeling results
- Provide updates to TAC members regarding status and progress of Groundwater Management Plan
- Discuss technical challenges that may arise during the preparation of the Groundwater Management Plan and possible solutions
- Discuss comments on the review draft of the Groundwater Management Plan before finalizing the report

In addition, Stetson will attend one RBGC meeting to present the Groundwater Management Plan to the council and members of the public.

If selected, it is recommended that Stetson attend a kick-off meeting to formally introduce the project. Understanding there is a court adjudication in place that is not acceptable to all Stakeholders, as part of Stetson's first work assignment, it is proposed to conduct an initial assessment of each parties' issues, needs, and positions to implement a successful Rialto Basin Groundwater Management Plan. The initial task should help set up the framework for the initial draft Groundwater Management Plan.

### **LIST OF DELIVERABLES**

The following is a list of deliverables for the development of the Groundwater Management Plan:

- Summary of Review and Recommendations for Groundwater Numerical Model (if required)
- Groundwater Management Plan Final Detailed Outline
- Review Draft Groundwater Management Plan
- Final Groundwater Management Plan (including applicable figures, tables, and appendices)

- PowerPoint Presentation for the RBGC Council

Depending on authorization of any optional work discussed below, additional deliverables may be required.

## **OPTIONAL WORK**

### **Optional Task 1: Stakeholder and Legal Coordination and Engagement**

Stetson will coordinate with RBGC TAC members regarding stakeholder engagement and outreach during the preparation of the Groundwater Management Plan in order to inform the public and receive public input. Stetson will prepare outreach materials with technical content, as necessary, that could include the following:

- Presentations
- Fact Sheets
- Responses to Comments/Questions
- Frequently Asked Questions
- Other Outreach Materials

Additionally, Stetson will coordinate with legal counsel on the legal implications of the Groundwater Management Plan and legal requirements for implementation.

### **Optional Task 2: Data Gap Evaluation**

Hydrogeological data sets available for the Rialto Basin will be reviewed for completeness and compliance and analyzed for data gaps, including monitoring locations and frequency of measurements. The water level and water quality monitoring programs will be reviewed. Additionally, the potential need for and proposed location for additional aquifer performance tests will be analyzed. Stetson will make recommendations for improving and modifying the existing monitoring network, if necessary. A Technical Memorandum summarizing the data gaps and steps required to fill the gaps and achieve a better understanding of the basin will be prepared.

## **6. REFERENCES**

Stetson has prepared numerous groundwater studies and groundwater management plans including the development and utilization of groundwater flow models. Provided below are five references in relation Stetson's groundwater management expertise:

### **1. Indian Wells Valley Groundwater Authority**

Mr. Keith Lemieux, General Counsel  
500 West Ridgecrest Boulevard  
Ridgecrest, CA 93555  
Phone: 805-764-5452  
Email: [klemieux@omlowlaw.com](mailto:klemieux@omlowlaw.com)



**Project(s) Description:** Preparation and implementation of a comprehensive Groundwater Sustainability Plan in compliance with SGMA. Preparation of Annual Groundwater Reports.

**Contract Duration:** 2017 - Current

**Contract Value:** Current annual budget is approximately \$1,600,000.

## 2. Main San Gabriel Valley Watermaster

Mr. Tony Zampello  
725 N Azusa Avenue  
Azusa, CA 91702  
Phone: 626-815-1300  
Email: [tony@watermaster.org](mailto:tony@watermaster.org)

**Project(s) Description:** Development and implementation of the groundwater management structure for the adjudicated San Gabriel Groundwater Basin. Development of a Salt and Nutrient Management Plan. Development of Operating Safe Yield Annual Reports.

**Contract Duration:** 1973 - Current

**Contract Value:** Current annual budget is approximately \$1,100,000.

## 3. City of La Habra

Mr. Elias Saykali  
621 W Lambert Road  
La Habra, CA 90631  
Phone: 562-383-4170  
Email: [esaykali@lahabraca.gov](mailto:esaykali@lahabraca.gov)

**Project(s) Description:** Preparation of a Groundwater Management Plan for the La Habra Groundwater Basin. Preparation of an Alternative Groundwater Sustainability Plan and Annual Groundwater Reports in compliance with SGMA.

**Contract Duration:** 2013 to Current

**Contract Value:** Current budget of approximately \$43,000 for updating the Alternative Groundwater Sustainability Plan.

## 4. San Luis Rey Indian Water Authority

Mr. Bob Pelcyger, Special Counsel  
PO Box 428  
Pauma Valley, CA 92061  
Phone: 760-742-1903  
Email: [bob@rspelcyger.com](mailto:bob@rspelcyger.com)

**Project(s) Description:** Advisement on sustainable groundwater management issues. Support of water rights litigation settlement negotiations and, subsequently, support of implementation of the settlement.

**Contract Duration:** 2001-Current

**Contract Value:** Current annual budget is approximately \$182,000.

## 5. Morongo Band of Mission Indians

Mr. John Covington  
47350 Foothill Road

Banning, CA 92220  
Phone: 951-755-5270  
Email: [jcovington@morongo-nsn.gov](mailto:jcovington@morongo-nsn.gov)

**Project(s) Description:** Advisement on sustainable groundwater management issues. Developed various water resource, groundwater, and water rights reports.

**Contract Duration:** 2016-2019

**Contract Value:** Approximately \$185,000.

## 7. PROJECT SCHEDULE

Stetson's proposed Project Schedule for the Groundwater Management Plan can be found on the following page.

As part of the preliminary project schedule, Stetson has assumed a starting date of November 15, 2021 and that a draft Groundwater Management Plan will be provided to the RBGC TAC in December 2022. (These dates are provided for planning purposes and are intended to be finalized at the kick-off meeting.) The proposed project schedule is based on Stetson's past experience with preparing Groundwater Management Plans for other agencies. Schedule milestones may be modified if agreed upon with the RBGC TAC.



## RIALTO BASIN GROUNDWATER COUNCIL Preliminary Groundwater Management Plan Schedule September 29, 2021

ID	Task Name	Start	Finish	2021	2022	2023
0	<b>Develop Rialto Basin Groundwater Management Plan</b>	<b>Mon 11/15/21</b>	<b>Fri 3/10/23</b>			
1	<b>Kick Off Coordination Meeting</b>	Mon 11/15/21	Mon 11/15/21			
2	<b>Task 1: Review Existing Documents</b>	Mon 11/15/21	Mon 2/14/22			
3	<b>Task 2: Develop Groundwater Management Plan</b>	<b>Tue 2/15/22</b>	<b>Fri 3/10/23</b>			
4	Develop Introduction Section (Including Modeling and Safe Yield Analyses)	Tue 2/15/22	Fri 7/29/22			
5	Develop Decree Section	Tue 2/15/22	Fri 7/29/22			
6	Develop Violations/Remedies Section	Mon 8/1/22	Wed 9/28/22			
7	Develop Management Committee Section	Thu 9/29/22	Mon 10/31/22			
8	Develop Management Tools Section	Thu 9/29/22	Wed 11/30/22			
9	Develop Other Considerations Section	Thu 9/29/22	Mon 10/31/22			
10	Prepare Complete Draft Groundwater Management Plan	Thu 12/1/22	Fri 12/23/22			
11	Provide Draft Groundwater Management Plan to RBGC TAC for Review	Fri 12/23/22	Fri 12/23/22			
12	RBGC TAC Review	Mon 12/26/22	Mon 1/23/23			
13	Incorporate TAC comments and finalize Draft	Tue 1/24/23	Fri 3/10/23			
14	Submit Final Groundwater Management Plan	Fri 3/10/23	Fri 3/10/23			
15	<b>Task 3: Project Management</b>	Mon 11/15/21	Fri 3/10/23			
16	<b>Task 4: Attend Meetings</b>	Mon 11/15/21	Fri 3/10/23			
17	Optional Task 1: Stakeholder and Legal Coordination and Engagement	Tue 2/15/22	Fri 3/10/23			
18	Optional Task 2: Data Gap Evaluation	Mon 3/14/22	Fri 7/29/22			

Notes:  
Schedule subject to change pending consultation with RBGC TAC.

Task		Project Summary		External Tasks	
Critical Task		Group By Summary		External Milestone	
Milestone		Inactive Milestone		Critical	
Summary		Inactive Summary		Critical Split	
Rolled Up Task		Manual Task		Baseline	
Rolled Up Critical Task		Duration-only		Baseline Milestone	
Rolled Up Milestone		Manual Summary Rollup		Baseline Summary	
Rolled Up Progress		Manual Summary		Progress	
Split		Start-only		Deadline	
External Tasks		Finish-only			

## 8. PROJECT COST

Stetson’s standard current fee schedule is provided in Attachment B. The fee schedule includes hourly rate for each personnel category, and any other additional charges to complete the services of this project. A detailed cost estimate by personnel classification and hours for each of the four main tasks plus additional optional work is provided below. Additionally, a cost estimate breakdown of Task 2 (Develop Groundwater Management Plan) is provided.

**STETSON ENGINEERS INC.  
PROJECT BUDGET AND STAFF ALLOCATION  
RIALTO BASIN GROUNDWATER COUNCIL  
GROUNDWATER MANAGEMENT PLAN**

<b>STETSON PROPOSAL</b>	
<b>Required Tasks</b>	<b>\$176,600</b>
<b>Optional Tasks</b>	<b>\$21,100</b>

Groundwater Management Plan Overall Budget																
Required Tasks										Optional Tasks						
Task 1	Task 2	Task 3	Task 4	Optional Task 1	Optional Task 2											
Review of Documents	Develop Groundwater Management Plan	Project Management	Meetings	Stakeholder and Legal Coordination and Engagement	Data Gap Evaluation							<b>Totals</b>				
Staff Name	Role	Hourly Rate	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Subtotal: Hrs	Subtotal: Cost		
Stephen B. Johnson	Project Principal	237	3	\$711	68	\$16,116	16	\$3,792	18	\$4,266	10	\$2,370	3	\$711	118	\$27,966
Jeff Helsley	Project Manager	206	6	\$1,236	108	\$22,248	22	\$4,532	20	\$4,120	12	\$2,472	10	\$2,060	178	\$36,668
Steve Reich	Hydrogeologist	237	2	\$474	30	\$7,110	0	\$0	5	\$1,185	0	\$0	5	\$1,185	42	\$9,954
Tom Ma	Groundwater Modeler	191	0	\$0	192	\$36,672	12	\$2,292	0	\$0	5	\$955	5	\$955	214	\$40,874
Jenny Savron	Project Engineer	149	6	\$894	121	\$18,029	12	\$1,788	12	\$1,788	10	\$1,490	15	\$2,235	176	\$26,224
Heather Steele	Project Engineer	128	12	\$1,536	234	\$29,952	30	\$3,840	30	\$3,840	20	\$2,560	20	\$2,560	346	\$44,288
Noah Wasserman	GIS Manager	122	0	\$0	30	\$3,660	0	\$0	0	\$0	3	\$366	0	\$0	33	\$4,026
Administrative Staff		111	0	\$0	35	\$3,885	10	\$1,110	8	\$888	5	\$555	3	\$333	61	\$6,771
<b>Subtotal</b>				\$4,851		\$137,672		\$17,354		\$16,087		\$10,768		\$10,039	\$196,771	<b>Labor Total</b>
<b>Expenses*</b>				\$0		\$400		\$200		\$0		\$200		\$0	\$800	<b>Expense Total</b>
<b>Total</b>			29	\$4,851	818	\$138,072	102	\$17,554	93	\$16,087	65	\$10,968	61	\$10,039	\$197,571	<b>Grand Total</b>
															\$197,600	

**Notes:**

\* Reimbursable expenses include reproduction costs, mileage, computer charges, telephone and other expenses billed at cost on Fee Schedule.

**STETSON ENGINEERS INC.  
PROJECT BUDGET AND STAFF ALLOCATION  
RIALTO BASIN GROUNDWATER COUNCIL  
GROUNDWATER MANAGEMENT PLAN**

**STETSON PROPOSAL**  
**Task 2: \$138,100**

Task 2: Groundwater Management Plan Budget Breakdown																
			Section 1		Section 2		Section 3		Section 4		Section 5		Section 6			
			Introduction** (Including Modeling, Safe Yield Analysis, Recharge Areas, Cyclic Storage)		Decree (Hydrologic Conditions, Water Rights)		Violations / Remedies (Supplemental Water, Conservation)		Management Committee		Management Plan Tools		Other Considerations		Totals	
Staff Name	Role	Hourly Rate	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Subtotal: Hrs	Subtotal: Cost
Stephen B. Johnson	Project Principal	237	30	\$7,110	10	\$2,370	8	\$1,896	10	\$2,370	10	\$2,370	0	\$0	68	\$16,116
Jeff Helsley	Project Manager	206	40	\$8,240	13	\$2,678	12	\$2,472	20	\$4,120	15	\$3,090	8	\$1,648	108	\$22,248
Steve Reich	Hydrogeologist	237	18	\$4,266	8	\$1,896	4	\$948	0	\$0	0	\$0	0	\$0	30	\$7,110
Tom Ma	Groundwater Modeler	191	165	\$31,515	15	\$2,865	12	\$2,292	0	\$0	0	\$0	0	\$0	192	\$36,672
Jenny Savron	Project Engineer	149	45	\$6,705	15	\$2,235	14	\$2,086	12	\$1,788	25	\$3,725	10	\$1,490	121	\$18,029
Heather Steele	Project Engineer	128	90	\$11,520	22	\$2,816	32	\$4,096	35	\$4,480	40	\$5,120	15	\$1,920	234	\$29,952
Noah Wasserman	GIS Manager	122	0	\$0	30	\$3,660	0	\$0	0	\$0	0	\$0	0	\$0	30	\$3,660
Administrative Staff		111	0	\$0	10	\$1,110	10	\$1,110	10	\$1,110	5	\$555	0	\$0	35	\$3,885
<b>Subtotal</b>				\$69,356	123	\$19,630	92	\$14,900	87	\$13,868	95	\$14,860	33	\$5,058	\$137,672	<b>Labor Total</b>
<b>Expenses*</b>				\$0	\$200	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400	<b>Expense Total</b>
<b>Total</b>			388	\$69,356	123	\$19,830	92	\$15,100	87	\$13,868	95	\$14,860	33	\$5,058	\$138,072	<b>Grand Total</b>
																\$138,100

**Notes:**

\* Reimbursable expenses include reproduction costs, mileage, computer charges, telephone and other expenses billed at cost on Fee Schedule.  
 \*\* Per the Outline, modeling and analyses are included in the Introduction. It is recommended that these elements be removed from the Introduction and instead be included in the Decree Section. It is assumed the model will be used to simulate baseline conditions and three additional modeling scenarios.

## **9. AUTHORIZED SIGNATORY**

If selected, Steve Johnson, President of Stetson Engineers Inc, will be the authorized signatory to execute the professional services agreement. This proposal is valid for 90 days.

## **10. ACCEPTANCE OF AGREEMENT/INSURANCE PROVISIONS**

Stetson's proposed modifications to the professional services agreement and insurance provisions are provided in Attachment C.

# ***ATTACHMENT A***

## **RESUMES**



## RESUMES

<b>Name &amp; Title:</b> <b>Steve Johnson, P.E.</b> , Corporate President/CEO and Managing Principal	<b>Project Assignment:</b> Principal Engineer
<b>Years of Experience with Firm</b> 44	<b>Years of Experience With Other Firms</b> 0
<b>Education: Degree(s) / Year / Specialization:</b> B.S. Civil Engineering / 1977 / California Polytechnic University, Pomona	<b>Registrations / Certifications:</b> Civil Engineer No. 32396, California 1981
<b>Experience Record</b>  <p>Mr. Johnson is Corporate President/CEO and Managing Principal of the Covina office of Stetson Engineers. Mr. Johnson is responsible for all engineering operations performed by the firm's southern California office, in Covina, California. Mr. Johnson's extremely broad experience covers the southern California work for well over a quarter century. As a Managing Principal, Mr. Johnson is responsible for all corporate management functions and professional engineering support services. Mr. Johnson has represented Stetson for over 40 years, continuous.</p> <p>Mr. Johnson is a designated expert for purposes of water system and water rights evaluation and appraisal. This includes qualification in U.S. Federal Court as an expert under the Daubert rules of qualification. He has provided expert witness testimony on water system/water rights condemnation actions, groundwater contamination cases, and flood damage evaluations and assessments. Mr. Johnson's expertise has supported numerous water systems and water rights transactions and settlements. He has also provided expert witness testimony of the impacts and decision-making associated with water supply contamination, before the California Public Utilities Commission, Administration Law Judge.</p> <p>Mr. Johnson is the designated "Project Engineer" for implementing cleanup of the largest groundwater contamination site in the nation, under the U.S. Environmental Protection Agency's Superfund Program. Under this assignment, Mr. Johnson coordinates with the U.S. EPA, six different water purveyors, the Main San Gabriel Basin Watermaster, the San Gabriel Basin Water Quality Authority, and numerous Responsible Parties and their engineering/legal representatives. This assignment has a current value of \$250 to \$300 million and will produce over 35,000 acre-feet of treated, potable groundwater annually. Mr. Johnson's responsibilities include all phases of project planning, financing, coordination, regulatory compliance, design, contract solicitation, construction management, operations, and performance monitoring for contamination plume control and cleanup.</p> <p>As a predecessor to this assignment, Mr. Johnson supervised the planning, design, construction, operations, and regulatory approval of the first groundwater treatment facility in the United States to successfully treat for Perchlorate and NDMA for potable consumption. This facility was also the first groundwater treatment facility to be permitted for drinking water supply under the California Department of Health Services Policy 97-005 for impaired water supplies.</p> <p>Mr. Johnson represents several prominent water agencies as "Engineer" or "Water Resources Manager". These agencies include the Main San Gabriel Basin Watermaster, the Upper San Gabriel Valley Municipal Water District, the San Gabriel Valley Municipal Water District, the Indian Wells Valley Groundwater Authority, and the San Gabriel Basin Water Quality Authority. Typical assignments include safe yield studies, groundwater contamination characterization and remediation, design, construction management, rate assessment, water supply studies, and reports to the board.</p> <p>Since the early 1980s, Mr. Johnson has been heavily involved with engineering solutions to contamination of drinking water supplies. This work involves a wide range of experience and expertise, including site and regional characterization of soil and groundwater contamination, hydrogeologic studies, groundwater basin modeling, development of cleanup and water supply plans, remediation studies, development and full implementation of treatment projects, and coordination with all regulatory agencies. The contaminants of concern include volatile organic compounds (VOCs), Perchlorate, NDMA, 1-4-dioxane, Chromium and others. This work has been performed in full cooperation with the U.S. Environmental Protection Agency, the State Department of Toxic Substance Control, the Department of Health Services, the State Water Resources Control Board, and the Regional Water Quality Control Board.</p>	



## RESUMES

### **Steve Johnson, Principal Engineer**

*(Continued)*

The following projects are representative of Mr. Johnson's experience:

**City of Los Angeles, Department of Water and Power.** Supplemental Water Study.

**City of Los Angeles, Department of Water and Power.** Hoover Dam Power Contracts.

#### **Upper San Gabriel Valley Municipal Water District**

- Supervision of District Engineering Duties
- Area Wide Water Quality Monitoring Plan
- AB 1803 Water Quality Monitoring Plan
- AB 797 Water Conservation Plan
- Feasibility Studies - Use of Reclaimed Water
- Supervision of EPA Superfund Sub-Contract
- Drought Studies
- Puente Hills Landfill Investigation
- District Mapping
- Reclaimed Water Study
- Direct Use Project
- Indirect Reuse Replenishment Project

**San Gabriel River Watermaster.** Named one of the three Watermasters in 2011

#### **Indian Wells Valley Groundwater Authority.**

- Supervision of Water Resources Manager Duties
- Development and Implementation of Groundwater Sustainability Plan

#### **City of Bakersfield**

- Design of Turnout Structure - Kern River
- Design of Turnout Structure - Canal
- Water System Master Plan
- Review of New Development Plans
- Design of Box Culvert
- Acquisition of New Facilities
- Water System Operations Study

#### **Santa Ynez River Water Conservation District**

- Design of Reservoir Renovation
- Design of Lake Cachuma Intake Facility
- Design of Well Fields (6.0 cfs, 4.0 cfs and 1.73 cfs)
- Design of Booster Station





## RESUMES

### **Steve Johnson, Principal Engineer**

*(Continued)*

- Administration of State Loan and Grant
- Supervision of Cathodic Protection
- Design of Well No. 15 Pumping Equipment
- Lake Cachuma Intake Maintenance
- Zone III Reservoir Design
- Cachuma Pipeline Rehabilitation
- SWP Facilities Design

**East Pasadena Water Company** Design of Water Main Extensions for Fire Service.

**Kaiser Steel** Valuation of Water Related Holdings at Fontana Plant.

### **City of Solvang**

- Design of Wells No. 7 and 8 Water Supply

### **San Gabriel Valley Municipal Water District**

- Feasibility Study Hydroelectric Generation Stations
- Continuing Developer Interaction Responsibilities
- Supervision of Periodic Pipeline As-Built Updates
- Feasibility Study and Acquisition for Turnout Structure
- Transmission Pipeline Rehabilitation Project
- State Water Project Entitlement Report
- Urban Water Management Plans
- Pipeline Extension Project

**City of Industry** Master Plan of Development

### **Main San Gabriel Basin Watermaster**

- Supervision of Engineering Duties
- Basin Water Quality Studies
- Basin Modeling
- Enforcement of Pumping Control
- Operable Unit Cleanup Plans
- BPOU Cleanup Project
- Full Compliance Permitting

**Puente Basin Watermaster** Supervision of Engineering Duties

### **Buellton Community Services District**

- Water System Design
- Sewer System Design

**City of Torrance** Feasibility Study on Hydroelectric Generation



## RESUMES

### Steve Johnson, Principal Engineer

(Continued)

**Mr. Riley Metz** Site Drainage Study and Improvement

**Mr. Redmond** Flood Damage Study

**Boy Scouts of America** Flood Damage Study

**Rapid Transit District** Waste Discharge Study

**Mr. Lapin** Flood Damage Study

**U.S. Department of Navy, Camp Pendleton**

- Water System Study
- Water System Design

**City of Claremont** Representative on Proposed Quarry Development

**Cabazon Water Company** Valuation Study

**HLM Water System** Valuation Study

**Citizens Utilities Company** Valuation of Jackson Water Works

**County of San Bernardino** Safe Yield Study

**Walsh v. State of California** Flood Damage Study

**Three Valleys Municipal Water District** Subagency Report

**Morongo Band of Mission Indians** Ongoing Engineering Studies

**La Quinta Water System** Valuation Study

**City of Ontario** Flood Damage Study

**Serrano Park Homeowners Association** Flood Plain Improvements

**California Department of Fish and Game** Valuation of Water Rights at Indian Joe Spring

**Sunnymead Ranch Lake Reconstruction**

**City of Livermore and California Water Service** Trade of Service Areas – Arbitration

**Sparkletts Water** Water Supply Study

**Cancun Racquet Club** Subsidence Evaluation

**East Highlands Ranch** Water Rights and Consultation Work

**Covina Irrigating Company Valuation**

**Hartman Farms (Ohio)** Coordination of basin recharge with rock and sand operations

**Turner Ranches Valuation of Sanitary System**

**City of Barstow**

- Water Rights
- Mohave River Water Quality Evaluations
- Contaminant Investigations

**City of Glendora** Conjunctive Use Study



## RESUMES

**Steve Johnson, Principal Engineer**

*(Continued)*

**Lewis Homes Management Corp** Water Resources and Supply Studies

**City of Oceanside Water Resources Study**

**City of Upland** Water Rights Evaluation

**San Gabriel Basin Water Quality Authority**

- Consulting Services
- Arrow Well Project
- Big Dalton Project
- Monrovia Project

**City of Bullhead City, Wastewater Treatment Plant Evaluation**

**Azusa Valley Water Company Valuation**

**American Water Works.** Well Design

**City of Covina.** Valuation of Covina Irrigating Company

**Suburban Water Systems.** Valuation of Facilities

**City of Whittier Urban Water Plans**

**Lewis Homes, Monrovia Nursery Water Resources**

**Beverly Acres Mutual Water User's Association Valuation**

**Southern California Water Company, Staff Projects**

**City of Oceanside - Water Resources Study**

**Prado Dam Flood Damage - Perrizo**

**Chino Basin Watermaster - Engineering**

**Santa Margarita Water District - Appraisal**

**San Gabriel Valley Water Co. v. Sanitation Districts**

**Tri-Cities/Camp Pendleton - Economic Evaluation of Conjunctive Use Water Supply Project**

**Three Valleys Water District - General Engineering**

**San Gabriel River Water Committee - General Engineering**

**City of Beverly Hills - Water Distribution System Analysis**

**Valley County Water District - Urban Water Management Plan**

**Valley County Water District - General Engineering**

**Montebello Land and Water Company**

**City of Oceanside - Water Rights and System Modeling**

**City of Oxnard - Water Quality**

**Raymond Basin - Perchlorate Study**

**Star Kist Foods - Water Rights Evaluation**

**Orange County Water District - Prado Basin Constructed Wetlands**

**East Highlands Ranch - Water Supply**



## RESUMES

**Steve Johnson, Principal Engineer**

*(Continued)*

Elsinore Water District Well Interference

City of Perris

LPVCWD Perchlorate/NDMA Facility

Tejon Ranch Water/Sanitation

City of San Diego Studies

DHS Permitting - Policy 97-005

SEMOU Cleanup Plans

SCWC SEMOU Water

San Jacinto-Hemet Groundwater Management Plan

Baldwin Park Operable Unit – Groundwater Cleanup Project

San Gabriel Valley Water Company (SGVWC) – General Rate Case Filing Before the Public Utilities Commission for SGVWC’s Fontana Water Company Division

People vs. Rosemead

CalTrans vs. San Antonio Lakes Partners, et al.

State of New Mexico, et al. vs. General Electric company

American States Water Company et al. vs. State of California et al., & Aerojet-General Corporation, et al.

Suburban Water Systems Rate Case before the Public Utilities Commission

Paulus Engineering, Inc. vs. Ridge Development, LLC

Summit Water Holdings, LLC/Harper Lake Basin

Villages of Avalon Community Association vs. Perris Public Utility Authority

People of the State of California and the City of San Diego vs. Kinder Morgan Energy Partners

Tahoe City Public Utility Districts vs. Tahoe Park Water Company; Lake Forest Water Company



## RESUME

<b>Name &amp; Title:</b> <b>Jeff Helsley, P.E.</b> , Supervising Engineer	<b>Project Assignment:</b> Project Manager
<b>Years of Experience with Firm</b> 22	<b>Years of Experience With Other Firms</b> 17
<b>Education: Degree(s) / Year / Specialization:</b> M.S. Environmental Engineering / 1982 / University of Southern California, Los Angeles (USC) B.S. Civil Engineering / 1981 / California State University, Los Angeles (CSULA)	<b>Registrations / Certifications:</b> Civil Engineer No. 039599, California, 1985
<p><b>Experience Record</b></p> <p>Mr. Helsley joined Stetson Engineers, Inc. in 1999 as project manager for water rights quantification and valuation studies, alternative water supply studies, water resource management studies, water facilities design including site improvements for drainage and access, and groundwater recharge feasibility studies including sand and gravel pits in the San Gabriel Valley.</p> <p>His experience includes employment with the Los Angeles County Department of Public Works in the Hydraulic/Water Conservation Division. As a Supervising Civil Engineer I in the Planning Unit, he was responsible for studies to develop improvements to the County's injection barriers to prevent seawater intrusion, and studies of groundwater recharge optimization.</p> <p>Mr. Helsley was also formerly the District Engineer and Assistant General Manager of the Water Replenishment District of Southern California, where he was responsible for the development and implementation of programs to enhance groundwater recharge, improve groundwater basin management, and protect groundwater quality.</p> <p><b><u>Indian Wells Valley Groundwater Authority Groundwater Sustainability Plan</u></b></p> <p><b><u>Chino Pipeline and Facilities Improvements Project</u></b></p> <ul style="list-style-type: none"> <li>• Well-site review, permitting and design including a drainage study and retention basin design</li> <li>• Well construction oversight</li> <li>• Pump testing and station design</li> <li>• Nitrate Removal Treatment Plant Design</li> <li>• Design for three separate pipelines</li> <li>• Assistance in pipeline permitting</li> <li>• Preparation of specifications and bid documents</li> </ul> <p><b><u>San Luis Rey Indian Water Rights Dispute, San Diego County</u></b></p> <p><b><u>Antelope Valley Groundwater Recharge and Recovery Study</u></b></p> <p><b><u>San Gabriel Valley Municipal Water District 30" Pipeline Realignment</u></b></p> <p><b><u>City of Pomona Water Pipeline Replacement Design</u></b></p> <p><b><u>Water Supply Assessments</u></b></p> <ul style="list-style-type: none"> <li>• The Shops at Santa Anita, Arcadia, California</li> <li>• Copa de Oro Development, Rosemond, California</li> <li>• Newhall County Water District, Santa Clarita Valley, California</li> <li>• Uptown Specific Plan, Whittier, California</li> <li>• Monrovia Nursery, Azusa/Glendora, California</li> <li>• West Main Street Master Plan, Alhambra, California</li> <li>• Valley Vision Specific Plan, San Gabriel, California</li> </ul>	



*RESUME*

**Jeff Helsley, Project Engineer**

*(Continued)*

**City of Monterey Park Perchlorate Treatment System Procurement**

**City of Glendale Wellhead Treatment Feasibility Study and Design**

**Wellhead Treatment Systems – San Marino Service Area, Feasibility and Options Analysis Report**

**Water System Master Plans**

- City of Covina
- Pahrump, Nevada, included the Water System, the Sewage Collection System and Lift Stations
- Fontana Water Company
- San Gabriel Valley Water Company, Los Angeles County Division

**City of San Luis Obispo Groundwater Development Project**

**Review of Recycled Water Use, Forest Hills Memorial Park, Covina Hills**

**Water Supply Feasibility Studies**

- Sierra Bella Development, Lucerne Valley, California
- Sierra Lakes Development, Santa Clarita Valley, California
- Rolling Meadows Development, Tejon Ranch, California
- East Highlands Ranch, Upland, California
- Larsen Ranch, Antelope Valley, California

**East Raymond Basin Water Resources Plan**

**Rancho Cordova Perchlorate Contamination Litigation Support**

**Groundwater Supply Development Cost Study, Laredo, Texas**

**Groundwater Yield Review, Burleson County, Texas**

**Wrightwood Groundwater Study**

**Rincon Groundwater Study**

**Torrez Martinez Water Feasibility Study**

**Spring Creek Booster Station Design**

**Water Rights Appraisal – Hearst Ranch**

**Antelope Valley Water Rights Adjudication**

**LAFCO Municipal Water Service Review, Santa Clarita Valley**

**Review of Proposal Antelope Valley Water Bank**

**Arrow Well Wellhead Treatment Design**

**Los Angeles County Department of Public Works (LACDPW) Alamitos Barrier Project - Seawater Barrier**

- Deficiency/Feasibility Study
- Injection Well Design
- Injection Well Construction

**LACDPW Dominguez Gap Barrier - Seawater Barrier, Deficiency/Feasibility Study**



## *RESUME*

**Jeff Helsley, Project Engineer**

*(Continued)*

**LACDPW West Coast Barrier Project - Seawater Barrier**

- Geophysical Exploration
- Deficiency/Feasibility Study

**Landfill Gas Mitigation Measures**

**County Solid Waste Management Plan**

**Montebello Forebay Groundwater Recharge Study**

**National Pollution Discharge Elimination System (NPDES) Permit Modifications**

**Injection Well Maintenance Study**



## RESUMES

<b>Name &amp; Title:</b> <b>Stephen Reich</b> , Principal	<b>Project Assignment:</b> Hydrogeologist
<b>Years of Experience with Firm:</b> 30	<b>Years of Experience with Other Firms:</b> 2
<b>Education: Degree(s) / Year / Specialization:</b> M.S. / 1989 / Geophysical Engineering, Colorado School of Mines, Golden, Colorado B.S. / 1985 / Geophysical Engineering, Colorado School of Mines, Golden, Colorado	<b>Registrations / Certifications:</b> Civil Engineer No.C58713, California Professional Geologist No. 9712, California Certified Hydrogeologist No. 1085, California
<p><b>Experience Record</b></p> <p>Mr. Reich provides technical and administrative expertise required to manage multi-faceted water resource projects that require in-depth knowledge of water rights, environmental requirements, regulatory issues, and civil engineering solutions. Mr. Reich has led technical teams for both litigation and settlement purposes for issues related to water supply, water quality, wastewater, and water rights disputes. His responsibilities have included developing basin management plans for groundwater and surface water resources in legally and environmentally constrained basins. In 2017, Mr. Reich developed a comprehensive adaptive management plan that met the requirements of the project proponents, the United States Fish and Wildlife Service, the National Marine Fisheries Service, and other state and local regulators. The plan was developed through extensive consultation with various organizations through the NEPA and ESA Section 7 consultation process over a period of 3 years. Quantitative threshold values were established for various triggers so pre-established mitigation measures would be implemented, if necessary. The result of his effort is a geographical web-based system that provides database management and decision-making processes tied to meeting physical, environmental, and legal constraints. Monthly reports are currently being assimilated into annual reports to assure constraints identified in two Biological Opinions for the project are met, as well as meeting state water rights reporting requirements. Similarly, in 2015 and 2016, Mr. Reich led the City of San Juan Capistrano in developing a Groundwater Management Plan to balance the use of their surface and groundwater resources while meeting environmental and physical constraints. Results from his efforts are used to meet state regulatory requirements for monitoring and reporting.</p> <p>As sole arbitrator between LADWP and Inyo County, regarding groundwater pumping in Owens Valley, Mr. Reich balanced legal, physical, and environmental requirements to settle a pumping dispute between Inyo County and Los Angeles Department of Water and Power. Mr. Reich currently leading a team of engineers and biologists to determine in-stream flow requirements for southern Steelhead in southern California; the result which will be used as a basis of designing and operating a federal project. His expertise in hydrology, water quality, geomorphology, civil engineering, economics, state and federal water supply issues, and environmental concerns provides a wide range of experience for the successful completion of both small and large scale water development projects.</p> <p>Mr. Reich has extensive knowledge of developing and managing large water projects in California and the southwestern U.S. Working with federal and local water agencies, he has participated in developing large water supply projects. Mr. Reich also brings experience in working with regulators and federal agencies in developing water supply projects that satisfy U.S. Fish and Wildlife, National Marines Fisheries Service, Army Corps of Engineers, the U.S. Environmental Protection Agency, and RWQCB basin management requirements.</p> <p><b>Stetson Engineers Inc.</b></p> <p><b><u>Conjunctive Use Groundwater Project</u></b></p> <p>As lead engineer, designer, and project manager for a \$52 million project, Mr. Reich developed a conjunctive use project, based on MODFLOW groundwater model, which utilizes surface flow during winter-time rainfall events to recharge a groundwater aquifer for subsequent extraction during peak summer demand months. Mr. Reich was responsible for the design of the diversion facility, conveyance systems, and recharge facilities to divert water from the Santa Margarita River. Mr. Reich oversaw the development of field investigations, including the construction of monitoring and production wells, to support the creation of a numerical groundwater model. Working with the Bureau of Reclamation and the United States Navy, Mr. Reich played a key role in the development of legislative approval of the project passed by the United States congress in public law PL 111-11 to support settlement of <i>U.S. v Fallbrook PUD et al.</i></p>	





## RESUMES

**Stephen Reich, Principal**  
(Continued)

As author and project manager, directed all engineering, hydrologic, hydrogeologic, environmental tasks involved in the completion of the Santa Margarita River Recharge and Recovery Enhancement Program. This project combined the complex engineering and environmental studies required to maximize the ground-water production from a ground-water basin without harming the 16 endangered species that live within the riparian corridor and associated estuary of the Santa Margarita River. He recently participated in the completion of the environmental documentation and issuance of the Record of Decision associated with this project.

### **Basin Management**

Mr. Reich has developed and implemented basin management and adaptive management programs for multiple basins located throughout California and the southwest U.S. His responsibilities included working with various federal and non-federal stakeholders to establish goals and project constraints. Between 2010 and 2015, Mr. Reich developed a sustainable yield model for the Temecula Groundwater Basin that met streamflow and groundwater constraints. Mr. Reich has performed sustainable yield studies in the Santa Margarita Basin to meet operational, legal, and environmental requirements for various clients so operating criteria can be established. His duties included establishing pumping schedules, identifying monitoring requirements, developing web-based databases, and producing monthly and annual reports to meet environmental and legal requirements.

### **Water Rights Negotiations**

Technical lead for the United States and the Marine Corps Camp Pendleton in the settlement of one of the longest running (90+ years) water rights disputes in California. Using technical studies prepared by experts in numerous fields, developed the technical portion of a settlement agreement that allowed for the restoration of streamflow to satisfy both ecological demands and municipal demands. A MODFLOW ground-water model, a hydrologic model, and the classification of the riparian and biological habitat were just a few of the numerous studies that were used to establish the basis for settlement of a complex river system. The negotiated agreement acknowledges the beneficial use of water for human consumption and ecological demands.

### **Water Treatment**

Mr. Reich was responsible for the design, construction, and operation of a 1,000 gallon per minute Liquid Granular Activated Carbon (LGAC) treatment facility to remove volatile organic carbon compounds from groundwater. The purpose of the facility was to test for the removal of VOCs in the presence of high total organic carbons that could reduce the efficacy of the treatment process. The results of the LGAC facility have been used to establish long-term management goals for the continued use of groundwater from wells in a VOC contaminated aquifer.

### **Groundwater Development Along Coastal Zones**

Mr. Reich has led investigations regarding the development of groundwater from aquifers adjacent to the Pacific Ocean. Using numerical groundwater models and hydrogeologic principles, Mr. Reich has designed barriers to saltwater intrusion through the use of injecting reclaimed wastewater. These projects have allowed for an increase in the sustainable yield of groundwater aquifers located along coastal zones.

### **Reclaimed Wastewater**

Mr. Reich has performed numerous investigations to develop projects that use highly treated wastewater effluent. A 36-acre constructed treatment wetland in southern California was designed to "polish" wastewater for disposal through groundwater recharge. Mr. Reich also investigated the use of existing injection wells near Las Pulgas, California and the designed new injection wells near Oceanside to dispose of reclaimed wastewater in the transition zone that exists in aquifers between the fresh water and saltwater barrier.

### **Environmental and Fisheries**

Mr. Reich recently completed a study in 2016 that identified minimum streamflow requirements for migration passage of southern steelhead trout in a southern California river. Working jointly with fisheries biologists, Mr. Reich and his team conducted in-stream surveys, performed hydraulic analysis, calculated hydrologic requirements, and developed management scenarios to support fish passage. Riparian and estuarine habitat requirements that supported fish passage were also investigated as part of the study.



## RESUMES

**Stephen Reich**, Principal  
(Continued)

### Arbitrator

Currently serving as the sole arbitrator of a ground-water pumping dispute between the Los Angeles Department of Water and Power and Inyo County. The dispute is based on the interpretation of legal and technical agreements between the two parties regarding the amount of ground water that may be pumped from the Owens Valley, California. Review of complicated reports that discuss the impact of pumping on ground-water hydrology and ecological and biological maintenance.

Mr. Reich arbitrated a dispute between Irvine Ranch Water District and Sorrono Water District regarding the operation of a water supply lake in southern California. Mr. Reich interpreted legal and technical agreements that allocated the division of natural and imported water supplies to each party. The result of this work led to an operations model that semi-annually records and accounts for the disposition of water from the lake.

### Dam Site Investigations

As a member of the Stetson technical team consulting the Ute Indian Tribe in Utah, responsible for the gathering and interpreting geological data relevant to determining the location of a future dam site. Responsibilities included identifying and describing geologic hazards at thirteen potential dam sites both on and off the Reservation.

### Water Quality Oversight

Working together with The Nature Conservancy and San Diego State University riparian ecologists, biologists, and hydrologists, led efforts in monitoring the "ecological health" of a river. The purpose of these efforts has been to monitor the health of river while at the same time meeting the municipal water demands of downstream water rights holders. Other studies involved with this task include the oversight of geomorphology and hydraulic studies associated with the characterization of a river.

### Watershed Studies

- As project manager, oversee all hydrologic and hydrogeologic tasks relating to the adjudication of the Santa Margarita River Watershed. As the lead engineering firm for the U.S. Department of Justice, work directly with the U.S. Marine Corps Base Camp Pendleton, various Indian Reservations, the federal Watermaster, the U.S. Geological Survey, and Rancho California Water District personnel to develop solutions relating to all water resources in the Santa Margarita River Watershed.  
(U.S. Department of Justice, Santa Margarita River Watershed, 1993 - ongoing).
- Analyzed numerous well logs in Riverside and San Diego Counties. Analysis of these data sets was used to delineate between underflow and percolating ground water under unconfined or confined conditions as well as determining hydrogeologic characteristics of the aquifers  
(U.S. Department of Justice, Southern California Ground-water Studies, 1993).
- Designed an integrated geophysical survey in the San Pedro River Basin in Arizona to delineate between underflow and percolating ground water. Using various DC electrical techniques as well as bore hole data, defined the lateral boundaries of the San Pedro River stream system  
(U.S. Department of Justice, San Pedro River Basin, 1994).

### Water Rights Studies

As a member of the Stetson technical team consulting the Pyramid Lake Paiute Tribe, prepared documents on irrigation and land use status using aerial photographs and historic documents. Additionally involved with a cooperative effort between the Tribe, the U.S. Department of Justice, and the U.S. Bureau of Reclamation in identifying the transfer of water rights. Coordinated GIS data and other databases with relevance to legal and illegal irrigated lands.

(Pyramid Lake Paiute Tribe, Pyramid Lake Land Use Study, 1992 - present).



## RESUMES

**Stephen Reich, Principal**  
(Continued)

### Municipal Water Systems Analysis

Participating as a member of a Technical Committee, Mr. Reich worked directly with private developers and the Contra Costa Water District in analyzing AB1600 buy-in charges for new customers. As an expert witness, Mr. Reich has testified on the use and division of raw and treated water infrastructure by new and existing customers, including pipe network systems, reservoir, pumping plant, and canal structures. He has coordinated data acquisition of available documents and maps in order to perform hydraulic, civil, and economic analyses to support cost allocation of facilities.

Mr. Reich has authored Urban Water Management, Capital Improvement, Water Supply Plans and other supporting documents to support various water districts throughout California. Responsibilities have included supervising pipe network models, economic rate models, water rights, and water supply tasks that support the development of these plans. Additional responsibilities have included participation in presentations to water/wastewater boards and technical involvement in negotiation discussions.

### Expert Witness Experience

Mr. Reich has provided expert witness testimony in numerous state and federal cases involving water rights and watershed analysis. Mr. Reich has also provided testimony in state hearings in support of water rights applications and changes. His clients have included the United States Department of Justice, Indian Tribes, Municipal water agencies, mutual water companies, and private developers.

### Water Wells/Drilling Expertise

- Supervised mud rotary, reverse rotary, air drilling, and sonic drilling of numerous monitoring and production wells throughout California, Utah, and Arizona. Designed and developed nested wells for monitoring vertical groundwater gradients from multiple aquifers.
- Responsible for the drilling and completion of a 1,300-foot water well on the Pechanga Indian Reservation, CA including the geological and geophysical logging of the well, determination of the screened interval, and pump testing of the well.  
(U.S. Department of Justice, *Pechanga Reservation Ground-water Study, 1996*).
- Responsible for the design, acquisition and interpretation of a seismic refraction survey to determine the suitability of a shallow ground-water supply on the Shivwitz Indian Reservation in Southwestern Utah. Additionally, five shallow bore-holes were drilled and incorporated in the interpretation of the final results.  
(U.S. Department of Justice, *Shivwitz Reservation Ground-water Study, 1995*).
- Designed and implemented both geophysical and hydrogeologic studies for the Southern California Water Company (SCWC). Working directly with their chief hydrogeologist, coordinated both field and office studies concerned with the design and location of new water wells within numerous ground-water basins throughout California. Additionally, analyzed some of SCWC's existing water wells in Edna Valley and Barstow for the determination of surface water influences and their pertinence to drinking water standards.  
(SCWC *Water Well Studies, 1993-94*)

### Prior Experience

As an independent consultant, specialized in electrical methods applied to oil fields. Responsibilities included the design, implementation, processing, interpretation and presentation of transient electromagnetic data, as well as recommendations to the personnel responsible for choosing well site locations. While with the Western Geophysical Company of Houston, Texas, supervised 120-person field crews in Turkey for the acquisition of reflection and refraction seismic data. During this time in Turkey, drilled and logged over 200 shallow exploration holes. In London, England, processed and interpreted a three-dimensional survey used for the development of an existing oil field. Applied electromagnetic techniques to define alluvial and bedrock structures outside both Ely and Carlin, Nevada. Performed studies for theoretical modeling of electromagnetic data and its applications and supervised data acquisition for deep structural gas studies. Also worked as an on-site geologist for Exlog Inc. during the exploration of a 13,000-foot well in the Bering Sea.



## RESUME

<b>Name &amp; Title:</b> <b>Tainshing Ma, Ph.D., P.E., Supervisor II</b>	<b>Project Assignment:</b> <b>Groundwater Modeler</b>
<b>Years of Experience with Firm:</b> 6	<b>Years of Experience With Other Firms:</b> 15
<b>Education: Degree(s) / Year / Specialization:</b> Ph.D. / 1996 / Civil Engineering / University of Kansas M.S. / 1991 / Civil Engineering / University of Kansas B.S. / 1984 / Harbor and River Engineering / National Taiwan Ocean University	<b>Registrations / Certifications:</b> Washington Professional Civil Engineer No. 36220 40 Hour Hazardous Waste Operations (HAZWOPER) Red Cross CPR Training
<b>Select Experience</b> <b>2014 – Present, Stetson Engineers, Inc.</b> <u><b>Project Manager – San Gabriel Basin Replenishment Work, CA</b></u> <ul style="list-style-type: none"> <li>Dr. Ma is responsible for conducting quantitative and qualitative investigations on the impacts of recycled and imported replenishment water to the Main San Gabriel Basin, providing technical supports and reviews of multiple remedial investigations at EPA superfund sites within the Main San Gabriel Basin, including the Puente Valley Operable Unit, the Baldwin Park Operable Unit, and the South El Monte Operable Unit.</li> </ul> <u><b>Project Manager – Water Quality Protection Plan in the Montebello Forebay of the Central Basin, CA</b></u> <ul style="list-style-type: none"> <li>Stetson Engineers was retained by the Pico Rivera Water Authority to prepare an engineering report of a water quality protection plan. Dr. Ma is responsible for evaluating the performance of the upgradient EPA Whittier Narrows Operable Unit, reviewing water quality data and numerical modeling investigations, performing water quality analysis of the Montebello Forebay region, and providing engineering recommendations for long term sustainable groundwater supply.</li> </ul> <u><b>Technical Support – MODFLOW Simulations of the Anza-Terwilliger Basins in the central Santa Margarita River Watershed, CA</b></u> <ul style="list-style-type: none"> <li>Dr. Ma provided technical supports using MODFLOW flow model to determine groundwater supply for use by the Cahuilla Indian Reservation for irrigation. Main tasks include 1) Converting MODFLOW 96 to MODFLOW 2005, 2) Model updating, 3) Model calibration, and 4) Model future management simulations.</li> </ul> <b>Other Experiences and Qualifications:</b> <u><b>E2 Consulting Engineers, Riverside, CA, Project Hydrogeologist</b></u> Multiple EPA Region 9 projects. Duties include RI/FS, subcontractor supervision, plan and coordinates, technical analysis for assigned projects and field support in sample sampling, well installation, borehole logging and site health & safety. <ul style="list-style-type: none"> <li>Data analysis and capture zone of Muscoy-Newmark Superfund Site.</li> <li>Remedial investigation of Omega Chemical Superfund Site Operable Unit.</li> <li>Site inspection of Stringfellow Superfund Site.</li> <li>Remedial investigation/Feasibility Study of San Gabriel Valley Superfund Site – Puente Valley Operable.</li> <li>Remedial investigation/Feasibility Study of Area 3 Superfund Site.</li> <li>Montrose/Del Amo Dual-Site Groundwater Simulation for Remedial Design.</li> </ul> <u><b>LA Department of Water and Power</b></u> <ul style="list-style-type: none"> <li>Overseeing drilling contractors to perform well installations, soil core sampling, simuprobe groundwater sampling and well development for the San Fernando Basin groundwater system improvement study.</li> <li>Perform baseline groundwater sampling for the groundwater system improvement study.</li> <li>Groundwater replenishment treatment pilot study.</li> </ul> <u><b>Pacific Gas and Electric Company's (PG&amp;E's) Groundwater Remediation of Hinkley and Topock Compressor Stations.</b></u> <ul style="list-style-type: none"> <li>Coordination and oversight of groundwater sampling and well installation.</li> <li>Perform of deployment of transducers &amp; data retrieval and lysimeter soil water sampling.</li> </ul>	



## RESUME

**Tainshing Ma, Ph.D., P.E., Sr. Engineer**

*Continued*

### **Savci Environmental Technologies, L.L.C., Littleton, Colorado, Sr. Water Resources Engineer**

- Mining groundwater investigation, aquifer testing, data analysis, and technical reports.
- *Groundwater Sulfate Dilution Study* – Aquifer testing, sampling data analysis and site characterization to evaluate the potential impact of groundwater quality due to installation of interception wells near Bisbee Arizona.

### **S.S. Papadopulos & Associates, Inc., Boulder, Colorado, Sr. Groundwater Hydrologist**

- Surface/ground water interaction investigations, water supply study, groundwater flow and transport numerical modeling and data analysis.
- *Water Supply Study in the Middle Rio Grande, New Mexico* – Quantitative and probabilistic approaches to address the conjunctive-use of groundwater and surface water supply available to the Middle Rio Grande Basin under the constraints of the Rio Grande Compact. A probabilistic water budget is developed for the stream system. Groundwater conditions are linked to the stream flow system using the numerical groundwater model. Project was conducted under U.S. Army Corps of Engineers (COE), Albuquerque Division, and was jointly funded by the COE and the New Mexico Interstate Stream Commission (ISC).
- *Riparian Study of the San Joaquin River in California* – To identify and prioritize information regarding surface flow needed to sustain riparian vegetation along specific reaches along a 150-mile stretch of the San Joaquin River from Friant Dam to the Merced River. Project was conducted for the San Joaquin River Riparian habitat Restoration Program under contract with the U.S. Bureau of Reclamation.
- *Riparian Restoration in the Middle Rio Grande Basin* – Shallow riparian groundwater elevations and their fluctuations in response to environmental and operational factors are being characterized along the Rio Grande in reaches. Focuses of this study are 1) quantification of water supply needs for habitat restoration projects; 2) assessments of the reliability of flows at specific locations; and 3) identification of locations for habitat restoration projects where shallow groundwater conditions are favorable for project sustainability and maintenance.

### **Northwest Florida Water Management District, Havana, Florida, Associate Hydrologist**

- Main duties include development and application of a GIS-based Ground Water Risk Analysis System for Florida northwest groundwater management, streamflow reduction investigation of the Apalachicola-Chattahoochee-Flint River Basin, aquifer testing and oversight of groundwater sampling and monitoring installation in the Florida Panhandle.
- *Development of a GIS-based Ground Water Risk Analysis System* – An ArcView extension to implement a risk analysis system was developed to evaluate the likelihood of groundwater contamination and applied to Escambia County, Florida. Project was supported by EPA and administered by the Florida Department of Environmental Protection.

### **Pollution Prevention Engineering, Inc., Charlotte, North Carolina, Project Engineer**

- Soil and groundwater environmental site assessment and storm water permitting & management.

### **Kansas Geological Survey, Lawrence, Kansas, Postdoctoral Researcher**





## RESUMES

<b>Name &amp; Title:</b> <b>Jenny Savron, E.I.T.,</b> Senior II Engineer	<b>Project Assignment:</b> Project Engineer
<b>Years of Experience with Firm</b> 18	<b>Years of Experience with Other Firms</b>
<b>Education: Degree(s) / Year / Specialization:</b> B.S. Environmental Engineering / 2002 / University of California, Irvine	<b>Registrations / Certifications:</b> E.I.T. No. 116828, State of California, June 2003
<p><b>Experience Record</b></p> <p>Ms. Savron has experience in water resource engineering including urban water management plans, water system master plans, water supply plans, hydrologic studies, water rights and supply evaluation, and water quality studies. Ms. Savron has experience preparing Watermaster Section 28 permit applications and also preparing staff reports on behalf of Watermaster on permit application review.</p> <p><b><u>Develop Main San Gabriel Basin Watermaster Section 28 Permit Applications:</u></b></p> <ul style="list-style-type: none"> <li>• City of Covina</li> </ul> <p><b><u>Main San Gabriel Basin Watermaster</u></b></p> <ul style="list-style-type: none"> <li>• Participate in the development and implementation of the annual Five-Year Water Quality and Supply Plan.</li> <li>• Prepare the Annual Report, which reviews each year's activities, water rights history and water use.</li> <li>• Develop staff reports for Section 28 reviewing potential impacts on groundwater contamination as a result of drilling new wells, destroying wells and constructing new treatment facilities.</li> <li>• Prepare the annual Operating Safe Yield report.</li> <li>• Prepare the annual Three-Year Purchased Water Plan.</li> <li>• Supervise the meter testing program.</li> </ul> <p><b><u>Develop Urban Water Management Plans:</u></b></p> <ul style="list-style-type: none"> <li>• Upper San Gabriel Valley Municipal Water District</li> <li>• City of Bakersfield</li> <li>• City of Whittier</li> <li>• City of San Jacinto</li> <li>• City of South Pasadena</li> <li>• City of Downey</li> </ul> <p><b><u>Develop Integrated Resources Plan:</u></b></p> <ul style="list-style-type: none"> <li>• Upper San Gabriel Valley Municipal Water District</li> </ul> <p><b><u>San Gabriel River Watermaster</u></b></p> <ul style="list-style-type: none"> <li>• Prepare an Annual Report identifying usable surface flow, unusable outflow and subsurface flow across Whittier Narrows</li> </ul> <p><b><u>Upper San Gabriel Valley Municipal Water District</u></b></p> <ul style="list-style-type: none"> <li>• Develop projections of future supplemental water requirements.</li> </ul> <p><b><u>Develop Water System Master Plan and Sewer Master Plan</u></b></p> <ul style="list-style-type: none"> <li>• City of San Jacinto</li> </ul>	



*RESUMES*

**Develop Water Supply Assessments**

- San Gabriel County Water District
- City of South Pasadena
- City of Monrovia



## RESUMES

<b>Name &amp; Title:</b> <b>Heather Steele, P.E.</b> , Senior Associate	<b>Project Assignment:</b> Project Engineer
<b>Years of Experience with Firm</b> 7	<b>Years of Experience with Other Firms</b> 0
<b>Education: Degree(s) / Year / Specialization:</b> B.S. Civil Engineering / 2010 / California State Polytechnic University, Pomona M.S. Water Resources Engineering / 2013 / University of Stuttgart, Germany	<b>Registrations / Certifications:</b> E.I.T. No. 139551, State of California, July 16, 2010 P.E. No. 87237, State of California, June 1, 2017

### Experience Record

Ms. Steele has experience in water resource engineering including water supply plans, groundwater basin management, environmental compliance, water rights evaluations, water system master plans, hydrologic studies, water quality studies, and grant writing.

#### Indian Wells Valley Groundwater Authority

- Prepared grant funding applications under Proposition 1
- Developed a comprehensive Groundwater Sustainability Plan for Indian Wells Valley Groundwater Basin in compliance with the requirements of the Sustainable Groundwater Management Act.
- Prepared Annual Reports.

#### City of La Habra

- Prepared alternative Groundwater Sustainability Plan for Sustainable Groundwater Management Act compliance.
- Prepared Annual Reports.

#### Morongo Band of Mission Indians

- Evaluated water rights under the Practicably Irrigable Acreage standard.

#### Upper San Gabriel Valley Municipal Water District

- Prepared Feasibility Study to evaluate recycled water treatment alternatives.
- Developed Title 22 Engineering Report for an indirect potable reuse recycled water project.
- Developed CEQA Initial Study and NEPA Environmental Assessment for an indirect potable reuse recycled water project.
- Prepared Urban Water Management Plans.

#### Main San Gabriel Basin Watermaster

- Developed Salt and Nutrient Management Plan including determining basin assimilative capacity and conducting antidegradation analyses.
- Developed program-level CEQA environmental compliance document.

#### Raymond Basin Watermaster

- Developed Salt and Nutrient Management Plan including determining basin assimilative capacity and conducting antidegradation analyses.
- Developed program-level CEQA environmental compliance document.

#### City of Glendora

- Prepared comprehensive water system Master Plan.

#### Three Valleys Municipal Water District

- Analyzed opportunities and constraints for the use of treated groundwater to reduce imported water demands.



*RESUMES*

<p><b>Name &amp; Title:</b> <b>Noah Wasserman</b>, GISP, GIS Manager</p>	<p><b>Project Assignment:</b> Geographic Information Systems (GIS) Manager</p>
<p><b>Years of Experience with Firm:</b> 14</p>	<p><b>Years of Experience With Other Firms:</b> 3</p>
<p><b>Education: Degree(s) / Year / Specialization:</b> M.A. / 2009 / Geography / San Francisco State University B.A. / 2001 / Urban Studies and Planning / University of California, San Diego</p>	<p><b>Registrations / Certifications:</b> Geographic Information Systems Professional (GISP) / May 2015</p>
<p><b>Experience Record</b></p> <p>Mr. Wasserman has been working with GIS since 2000. At Stetson Engineers, Mr. Wasserman has focused on GIS mapping and spatial analysis. Typical tasks include (but are not limited to) map/figure production and layout, analysis of vector and raster data (including aerial images), data management, online mapping and data applications, field data collection, etc. He has worked extensively on present/historic irrigation aerial photography interpretation and image georeferencing as they relate to Stetson projects.</p> <p><b>2007 – Present, Stetson Engineers, Inc.</b></p> <p>GIS and spatial analyst technician and manager, support water resources management projects across the American West. Provide technical support and project design to project engineers on irrigation, water rights and resource management projects in addition to map/figure layout production, and online mapping and data applications.</p> <p><b>Previous Experience</b></p> <p><b><u>GIS Consultant for Intersect, LLC, San Jose, CA</u></b></p> <p>Mr. Wasserman provided GIS and cartographic support for international materials sampling project. Typical tasks included preparation and analysis of country scale spatial data as well as map/figure production. Created and edited map layouts from collected data for project reporting and planning purposes.</p> <p><b><u>Master’s Degree Program, Environmental Resource Management, at San Francisco State University, CA</u></b></p> <p>Mr. Wasserman’s course work included several GIS classes specific to resource management as well as instruction in remote sensing and analysis techniques. GIS projects included (but were not limited to) analysis of historic serpentine grasslands within San Francisco’s Presidio, a report and examples on how GIS tools could be utilized to help assess and guide rebuild/redesign efforts in post-hurricane-Katrina New Orleans, and analysis of vegetation changes in alpine and subalpine communities of the Sierra Nevada Mountains, which was completed as a Master’s Thesis titled <i>Vegetation Change Trends in Yosemite National Park Over the Last Century (1890-2008)</i>.</p> <p><b><u>GIS Intern for Telesis Corporation, San Diego, CA</u></b></p> <p>Worked with ArcView software to organize source data and conducted test mapping for various community projects including San Diego crime mapping and PG&amp;E streetlight maintenance projects.</p> <p><b><u>Bachelor’s Degree Program at University of California, San Diego, CA</u></b></p> <p>As part of the UCSD’s Urban Studies and Planning department core curriculum, Mr. Wasserman’s first exposure to GIS was on the ESRI ArcView 3.x suite. Since then, he has had experience working with a number of spatial analysis software packages including ArcGIS (ArcMap 10.x), QGIS, and Erdas Imagine 9.x. As an undergraduate, he interned for the Telesis Corporation and completed a senior research project which utilized GIS tools to analyze regional socio-economics and various educational indicators of local San Diego high schools as they related to achievement gaps and access to higher education. In 2003, Mr. Wasserman helped research, manage data, and produce the joint Conservation International and United Nations Environment Programme publication <i>Tourism and Biodiversity: Mapping Tourism’s Global Footprint</i>. The accompanying ArcExplorer and data CD was designed and developed by Mr. Wasserman.</p>	



## RESUMES

<b>Name &amp; Title:</b> <b>Karen Brunelle</b> , Associate III	<b>Project Assignment:</b> Office Manager – Covina, CA
<b>Years of Experience with Firm</b> 13	<b>Years of Experience with Other Firms</b> 1
<b>Education: Degree(s) / Year / Specialization:</b> B.A. Behavioral Sciences / 2006 / California State Polytechnic University, Pomona	<b>Registrations / Certifications:</b>
<b>Experience Record</b> <p>Mrs. Brunelle has been employed by Stetson Engineers Inc. since 2008. As Covina's Office Manager, her responsibilities include the coordination and oversight of all administrative duties in Stetson's Covina office, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Covina office payroll and timesheets.</li> <li>• Reconciliation of Covina office monthly accounting reports (reproduction, postage, petty cash, etc.)</li> <li>• Processing and coordination of Covina office client invoicing, and accounts payable.</li> <li>• Managing and ordering Covina office supplies.</li> <li>• Logging and distribution of daily mail.</li> <li>• Support staff to project engineers/project managers on administrative aspects of technical reports, requests for proposals, meeting scheduling/coordination, data entry, preparation and maintenance of project budgets, annual reports, client follow up, etc.</li> <li>• Oversight of general Covina day to day operations.</li> </ul>	

# ***ATTACHMENT B***

## **FEE SCHEDULE**



## Standard Billing Rate Schedule Professional Fees

Principal	\$237.00	Per Hour
Special Project Director	\$237.00	Per Hour
Project Manager, Senior	\$206.00	Per Hour
Supervisor I	\$206.00	Per Hour
Supervising Soil Scientist	\$191.00	Per Hour
Supervisor II	\$191.00	Per Hour
Supervisor III	\$185.00	Per Hour
Senior I	\$165.00	Per Hour
Senior II	\$149.00	Per Hour
Senior III	\$134.00	Per Hour
Construction Manager	\$134.00	Per Hour
Construction Manager / Oversight	\$118.00	Per Hour
Senior Construction Inspector	\$118.00	Per Hour
Senior Field Geologist	\$134.00	Per Hour
Senior Associate	\$128.00	Per Hour
Associate I	\$122.00	Per Hour
Associate II	\$116.00	Per Hour
Associate III	\$111.00	Per Hour
Associate Soil Scientist	\$111.00	Per Hour
Senior Assistant	\$103.00	Per Hour
Assistant I	\$98.00	Per Hour
Assistant II	\$93.00	Per Hour
Assistant Soil Scientist	\$93.00	Per Hour
Assistant III	\$88.00	Per Hour
GIS Manager	\$122.00	Per Hour
GIS Specialist I	\$101.00	Per Hour
GIS Specialist II	\$91.00	Per Hour
Technical Illustrator	\$88.00	Per Hour
AutoCAD Technician	\$88.00	Per Hour
Soil Technician	\$77.00	Per Hour
Aide I	\$72.00	Per Hour
Aide II	\$62.00	Per Hour
Aide III	\$57.00	Per Hour
Project Coordinator I	\$134.00	Per Hour
Project Coordinator II	\$98.00	Per Hour
Project Coordinator III	\$88.00	Per Hour
Contract Management	\$103.00	Per Hour
Administrative I	\$72.00	Per Hour
Administrative II	\$67.00	Per Hour
Administrative III	\$62.00	Per Hour

*Effective January 1, 2019*

## Direct Expense Rates

<b>Expense Description</b>	<b>Billing Rate</b>
Fax	\$0.30 / Page
Mileage	\$* / Mile
Reproduction: Black & White (In-House)	\$0.15 / Page
Reproduction: Color - 8.5" x 11" (In-House)	\$0.89 / Page
Reproduction: Color - 11" x 17" (In-House)	\$1.89 / Page
Plotter Reproduction (In-House)	\$1.50 / Sq. Ft.
Specialty Computer Expense (In-House)	\$15.00 / Hour
4x4 Truck with Drill Rig	\$150.00 / Day
Survey Equipment	\$120.00 / Day

Notes:

- 1) \* Mileage is billed at the current IRS approved mileage rate and may be subject to change.
- 2) Subcontractor services will be charged at cost plus 10% administration fee.
- 3) All other project reimbursable expenses (i.e., telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.
- 4) Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

***ATTACHMENT C***  
**PROPOSED MODIFICATIONS TO PROFESSIONAL  
SERVICES AGREEMENT**



# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

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**AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) is by and between West Valley Water District (“District”) and \_\_\_\_\_ (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

**RECITALS**

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

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

**Section 1. Term of Agreement.**

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

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

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

**2.1** (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District (“Authorized Representative”) issue task orders (“Task Orders”) to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit “A” attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

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

**2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing,

vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.

- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").
- 2.4** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

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

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

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

- 4.1** By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
- (a) investigate and consider the services to be performed;
  - (b) carefully consider how and within what time frame the services should be performed;
  - (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
  - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.
- 4.2** If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

**Section 5. Compensation and Payment.**

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

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

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

**Section 7. Project Documents.**

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

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

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
  
- 8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

- 8.3 Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

**Section 9. Status of Consultant.**

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

**Section 10. Compliance with Applicable Laws.**

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

**Section 11. Conflicts of Interest.**

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

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

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by

Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

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

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

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

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies



shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

## **Section 15. Assignment.**

- 15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

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

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

16.3 Consultant acknowledges District's right to terminate this Agreement as provided in this section, ~~and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.~~

*Suggested Deletion.*

**Section 17. Notices.**

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

To District: West Valley Water District  
855 West Base Line Road  
P. O. Box 920  
Rialto, CA 92377  
Attention: Shamindra Manbahal  
Interim General Manager  
  
(Tel.) 909-875-1804  
(Fax) 909-875-1849

To Consultant: Vendor Name  
Address  
Phone Number  
Email

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

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

*or*

**Mail: West Valley Water District  
Accounts Payable  
P.O. Box 920  
Rialto, CA 92377**

17.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

- 17.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

**Section 18. General Provisions.**

- 18.1 **Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 **Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 **Entire Agreement.** This Agreement, including the attached Exhibits “A” through “C,” is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 **Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

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

**DISTRICT:**

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

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

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

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

**APPROVED AS TO FORM:**

**TAFOYA LAW GROUP, APC**

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

**CONSULTANT:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

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

**TASK ORDER NO.   1**

This Task Order (“Task Order”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between West Valley Water District, a public agency of the State of California (“District”) and \_\_\_\_\_ (“Consultant”).

**RECITALS**

- A. On or about \_\_\_\_\_, 2021 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

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

\_\_\_\_\_  
Shamindra Manbahal, Interim General  
Manager

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

**CONSULTANT:**

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

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

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



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

**EXHIBIT "2"**  
**TO**  
**TASK ORDER NO. 1**  
**COMPENSATION**

**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

**EXHIBIT B**

**KEY PERSONNEL**

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

---

EXHIBIT C  
INSURANCE

### INSURANCE

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

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

B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.

C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.

D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.

E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.

F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

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

in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.





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

**DATE:** December 8, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** CONSIDER A GRANT OF EASEMENT FROM HD04, LLC FOR VENTANA PA 6

---

**BACKGROUND:**

HD04, LLC. (“Developer”) is the owner of land located directly north and south of Duncan Canyon Road, west of Citrus Avenue and east of Lytle Creek Road in the City of Fontana, known as Ventana (“Development”), as shown in Exhibit A. The Developer is required to install two (2) large water meter assemblies within a dedicated open space area to provide for domestic water service.

**DISCUSSION:**

West Valley Water District (“District”) must accept a Grant of Easement for water facility construction, inspection, maintenance, replacement, and removal within the Development to construct the water facilities needed for the Development. Attached as Exhibit B is a copy of the proposed Grant of Easement, showing the full extent of the easements within the project.

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

*Shamindra Manbahal*

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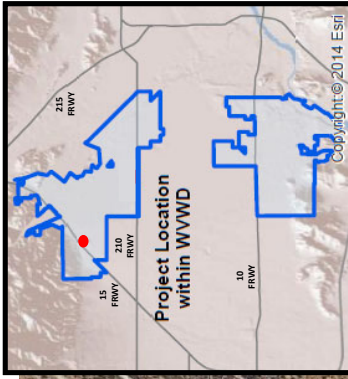
Shamindra Manbahal, General Manager

BP;ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Grant of Easement

# EXHIBIT A



### Exhibit A The Ventana



# EXHIBIT B

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

WEST VALLEY WATER DISTRICT  
P.O. BOX 920  
RIALTO, CA 92377-0920

ATTENTION: GENERAL MANAGER

THIS DOCUMENT MUST BE SIGNED  
IN THE PRSENCE OF NOTARY &  
NOTARIZED

No Recording Fee required Pursuant to Government Code Section 27383

APN: 0226-075-045

**GRANT OF EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged HD04, LLC, a New Mexico Limited Liability Company (“**GRANTOR**”) does hereby grant to **WEST VALLEY WATER DISTRICT**, a county water district, its successors and assigns (“**GRANTEE**”) a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate for pipelines for the transmission of water, connections, devises and appurtenances in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for purposes of exercising the rights granted in said easement.

Said easement shall be in, under, over, and across that certain property situated in the County of San Bernardino, State of California, described as follows:

**(SEE EXHIBITS “A” & “B” ATTACHED HERETO AND MADE A PART HEREOF)**

The foregoing easement shall include:

- (a) The temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the term of the easement granted herein; and
- (b) The right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and, no buildings or other structures of any kind will be placed, constructed, or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee as its business office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee. Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) “Cutting or removing the soil which leave less than thirty (30) inches of soil over the top of any pipe; and
- (b) “**Hauling**” in of soil or “filling” which will leave more than ten (10) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor’s successors, heir and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor’s successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable.

Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of fee title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

**IN WITNESS THEREOF**, this instrument has been executed the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR(S):** HDO4, LLC, a New Mexico Limited Liability Company

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

**ALL CAPACITY ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me,  
\_\_\_\_\_,  
(Name and title of the officer)

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(SEAL)



**EXHIBIT A  
LEGAL DESCRIPTION  
WEST VALLEY WATER DISTRICT EASEMENT**

THOSE CERTAIN PARCELS OF LAND LYING WITHIN PARCEL 1 OF PARCEL MAP NO. 20327, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK \_\_\_\_\_, PAGES \_\_\_\_ THROUGH \_\_\_\_, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1

BEING A 10.00 FOOT WIDE STRIP OF LAND, THE SOUTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON THE SOUTH LINE OF SAID PARCEL 1 AS HAVING A BEARING AND DISTANCE OF NORTH 89°21'51" EAST 261.30 FEET;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°21'51" WEST 97.25 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89°21'51" WEST, 24.00 FEET;

THE ABOVE DESCRIBED PARCEL CONTAINS 240 SQUARE FEET, MORE OR LESS.

PARCEL 2

**COMMENCING** AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON THE EAST LINE OF SAID PARCEL 1 AS HAVING A BEARING AND DISTANCE OF NORTH 00°35'58" EAST 144.20 FEET, SAID TERMINUS BEING THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 177.00 FEET;

THENCE NORTHERLY ALONG SAID EAST LINE AND CURVE, 30.40 FEET THROUGH A CENTRAL ANGLE OF 09°50'26" TO **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTHERLY ALONG SAID EAST LINE AND CURVE 24.02 FEET, THROUGH A CENTRAL ANGLE OF 07°46'32";

THENCE LEAVING SAID EAST LINE, NORTH 74°59'23" WEST, 10.26 FEET;

THENCE SOUTH 15°00'37" WEST, 24.00 FEET;

THENCE SOUTH 74°59'23" EAST, 10.55 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIBED PARCEL CONTAINS 243 SQUARE FEET MORE OR LESS.

**EXHIBIT A  
LEGAL DESCRIPTION  
WEST VALLEY WATER DISTRICT EASEMENT**

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART  
HEREOF.

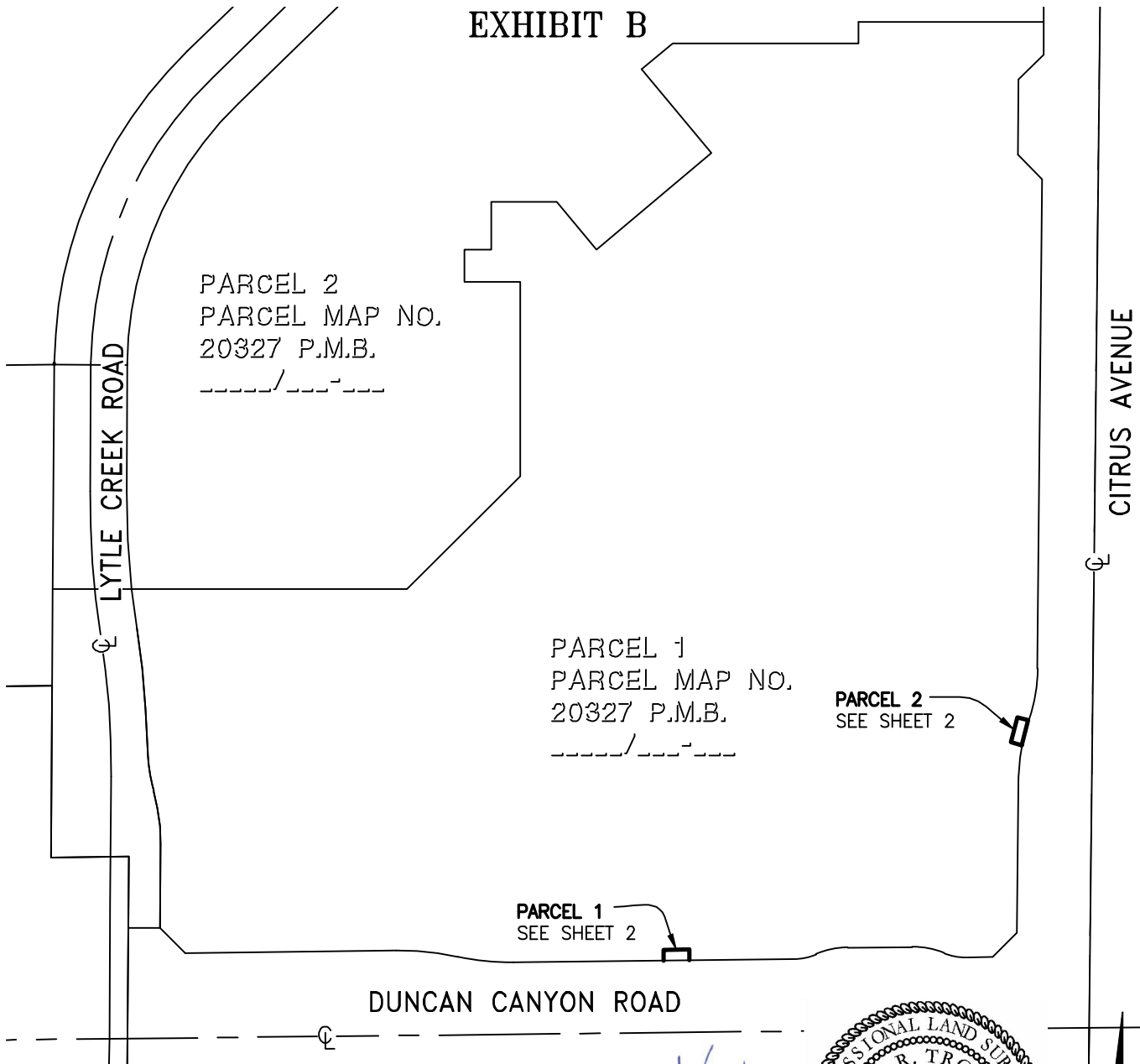
THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN  
CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



KURT R. TROXELL, P.L.S. 7854  
DATE PREPARED: 11/15/2021



# EXHIBIT B



### LINE LEGEND:

- SUBJECT PROPERTY LINES
- - - - - CENTERLINES
- EASEMENT LINES
- ADJACENT PROPERTY LINES
- - - - - SECTION LINES

AREA = 480 SQ. FT.

*KRT*

11/15/2021

SCALE: 1" = 150'



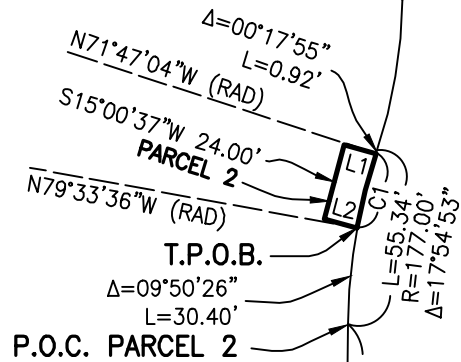
16795 Von Karman, Suite 100  
Irvine, California 92606  
tel 949.474.1960 • fax 949.474.5315  
www.fuscoe.com

<b>EXHIBIT B</b>	
PLAT TO ACCOMPANY LEGAL DESCRIPTION	
of: WEST VALLEY WATER DISTRICT EASEMENT	
	DATE: November 4, 2021 FN: 1655-004 Water DRAWN BY: CS CHECKED BY: KRT SHEET 1 OF 2

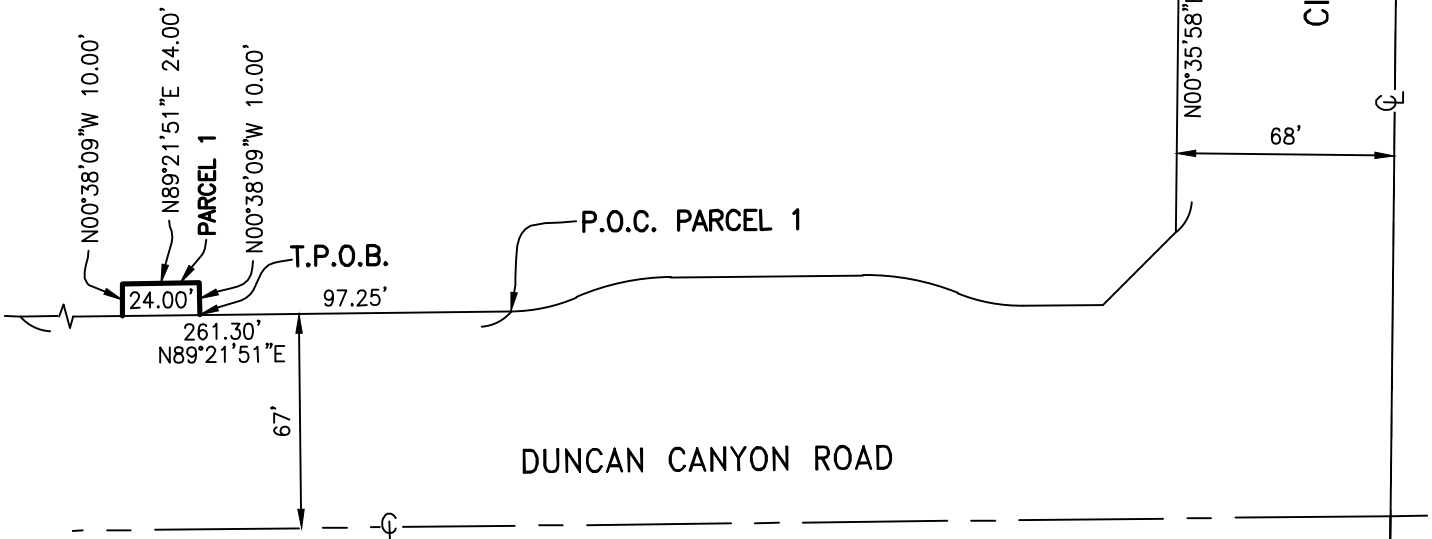
# EXHIBIT B

DATA TABLE		
NO.	BEARING/DELTA	LENGTH
C1	$\Delta=07^{\circ}46'32''$	24.02'

DATA TABLE		
NO.	BEARING/DELTA	LENGTH
L1	$N74^{\circ}59'23''W$	10.26'
L2	$S74^{\circ}59'23''E$	10.55'

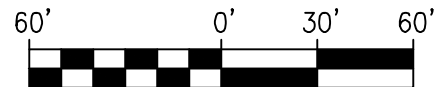


PARCEL 1  
 PARCEL MAP NO.  
 20327 P.M.B.  
 -----/-----



**NOTE:**

SEE SHEET 1 FOR LEGEND

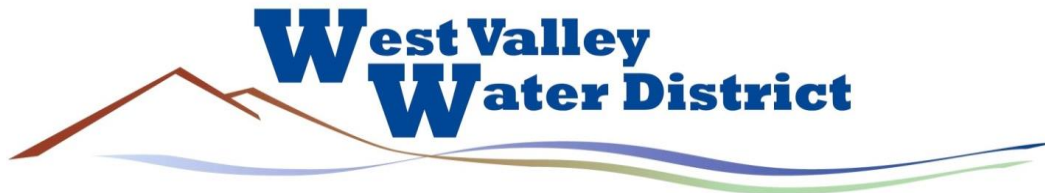


SCALE: 1" = 60'



16795 Von Karman, Suite 100  
 Irvine, California 92606  
 tel 949.474.1960 • fax 949.474.5315  
 www.fuscoe.com

<b>EXHIBIT B</b>	DATE: November 4, 2021
PLAT TO ACCOMPANY LEGAL DESCRIPTION	FN: 1655-004 Water
of: WEST VALLEY WATER DISTRICT	DRAWN BY: CS
EASEMENT	CHECKED BY: KRT
	SHEET 2 OF 2



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

**DATE:** December 8, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT AND AN EASEMENT WITH MV AMCV, LLC FOR TRACT 20294 CEDAR VILLAS

---

**BACKGROUND:**

MV AMCV, LLC (“Developer”) is the owner of land located on Cedar Avenue and Manzanita Street in the unincorporated community of Bloomington, known as Tract 20294 Cedar Villas (“Development”). The Development is a private community containing 22 residential lots requiring water services. In developing this land, the Developer is required to construct a new water main within the tract to allow for new domestic, fire and irrigation connections. The Developer is requesting to record an easement on Tract Map 20294 for the new water facilities.

**DISCUSSION:**

The West Valley Water District (“District”) and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”) to locate the water facilities within private property and supply water to the Development. This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Attached as Exhibit A is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development which also includes the location of the Development.

The District must accept Tract Map 20294 to record an easement for the water facility construction, inspection, maintenance, replacement and removal within the Development to construct the water facilities needed for the Development. Attached as Exhibit B is a copy of the Tract Map 20294, showing the full extent of the easements within the project.

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

*Shamindra Manbahal*

---

Shamindra Manbahal, General Manager

BP;ls

**ATTACHMENT(S):**

1. Exhibit A - Water System Infrastructure Installation and Conveyance Agreement with MV AMCV, LLC
2. Exhibit B - Tract 20294 Easement

# EXHIBIT A

**WATER SYSTEM INFRASTRUCTURE  
INSTALLATION AND CONVEYANCE AGREEMENT**

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of December 16, 2021, by and between **MV AMCV, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20294** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

**1. DESIGN**

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR TRACT 20294 CEDAR VILLAS**, as approved and provided at a later date 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 most recent Rules and Regulations (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 of San Bernardino, 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, and any available plumbing plot plans shall be furnished to the District by Developer.



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

**2. CONSTRUCTION**

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.

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

**3. LICENSES AND PERMITS**

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

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

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 own expense prior to construction.

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall provide a Contractor’s proposal based on the District approved water system plans. The Developer will provide a Contractor’s proposal and will be submitted to the District for review and approval at a later date (Exhibit “C”), 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 Contractor’s proposal from the Developer for the **WATER IMPROVEMENT PLANS FOR TRACT 20294 CEDAR VILLAS**, is **TBD –DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – DOLLARS and 00/100 (\$0.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The 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 shall be in the amount of **DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – TBD – DOLLARS and 00/100 (\$0.00)** equal to 100 percent of the approved Developer’s estimate.

5.3. Warranty Bond: The Developer’s pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans. The approved plans will be provided at a later date (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
RE: WATER IMPROVEMENT PLANS FOR TRACT 20294 CEDAR VILLAS

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

DEVELOPER NAME: MV AMCV, LLC  
ATTN TO: STEVEN LANDIS  
PO BOX 9559  
ALTA LOMA, CA 91701  
RE: WATER IMPROVEMENT PLANS FOR TRACT 20294 CEDAR VILLAS

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

TRISURA INSURANCE COMPANY  
26 PLAZA SQUARE  
SUITE 200  
ORANGE, CA 92866  
RE: WATER IMPROVEMENT PLANS FOR TRACT 20294 CEDAR VILLAS

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 "D".

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

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

**9. INSPECTION**

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

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

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, 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. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

**10. TESTING AND DISINFECTION**

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

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

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

**12. AS-CONSTRUCTED DOCUMENTATION**

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

**13. INDEMNIFICATION**

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

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

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

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended

solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

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

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

**15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits, shall be paid in full prior to the execution of this Agreement and before construction can take place.

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

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

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, 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 conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the



development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

**17. PERMANENT WATER SERVICE**

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

**18. BREACH OR DEFAULT OF AGREEMENT**

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

18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

**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.

[CONTINUED ON NEXT PAGE]

**20. ENFORCEMENT OF PROVISIONS**

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

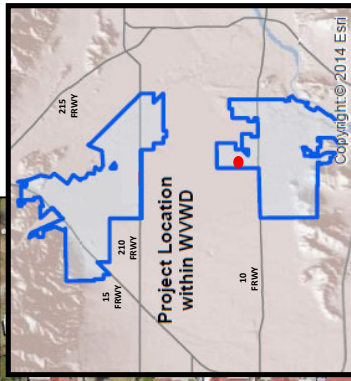
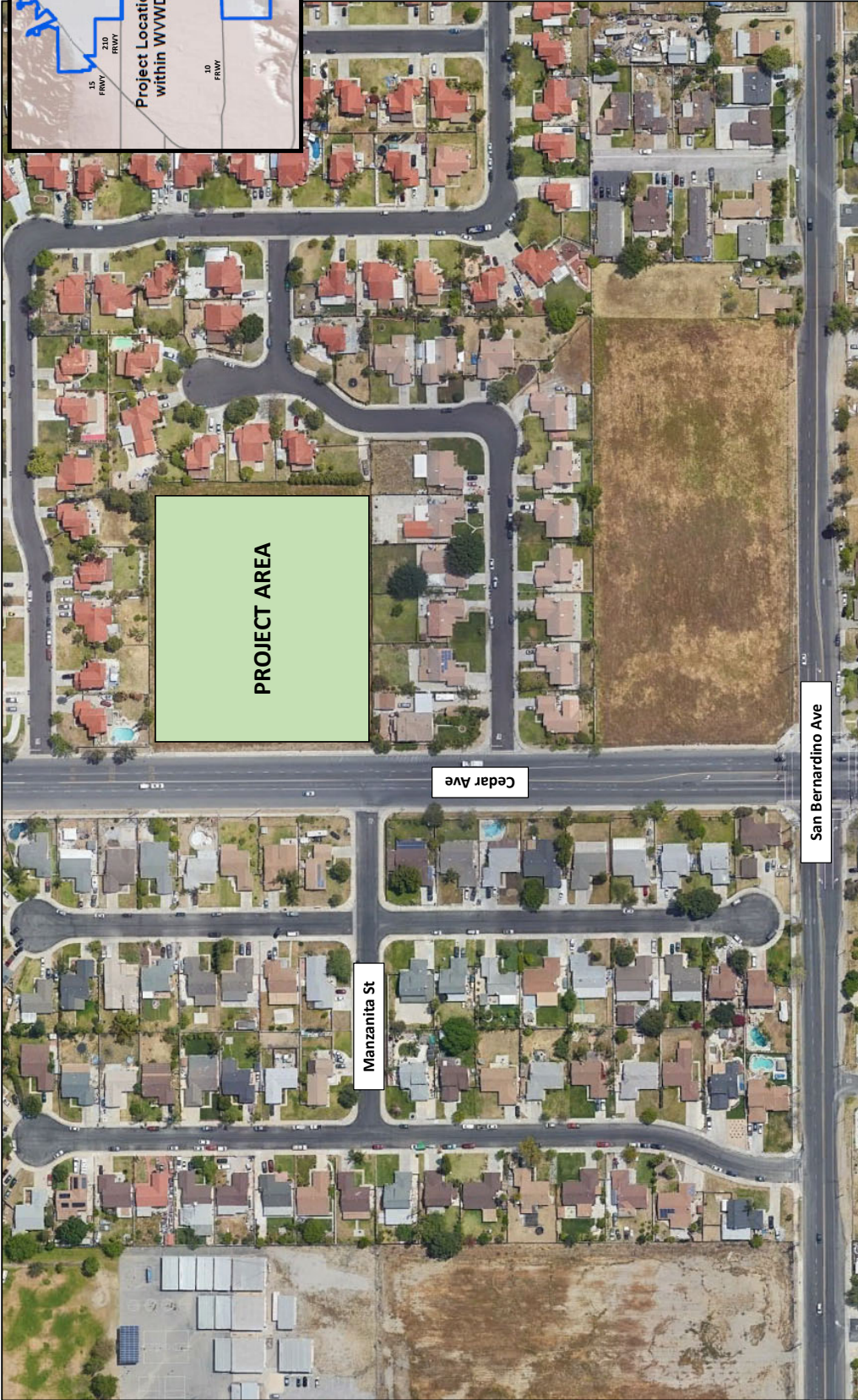
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shamindra Manbahal, General Manager

**DEVELOPER:**

**MV AMCV, LLC**  
**A California Limited Liability Company**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steven Landis  
Authorized Agent

# Exhibit A



**Exhibit A**  
**Tract 20294 Cedar Villas**



# Exhibit B



# WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS

## TRACT NO. 20294

### CONSTRUCTION NOTES

- CONSTRUCT 8" CLASS 350 DUCTILE IRON PIPE WITH FULLY RESTRAINED JOINTS IN TRENCH PER WWD STD. DETAIL W-1 AND W-20.
- FURNISH AND INSTALL 1" WATER LATERAL AND 3/4" WATER SERVICE PER WWD STD. DETAIL W-4.
- FURNISH AND INSTALL 8" GATE VALVE PER WWD STD. DETAIL W-11.
- FURNISH AND INSTALL 1" AIR VALVE ASSEMBLY PER WWD STD. DETAIL W-5.
- FURNISH AND INSTALL 1" AIR VALVE ASSEMBLY PER WWD STD. DETAIL W-5.
- FURNISH AND INSTALL 8" FLANGED TEE PER WWD STD. DETAIL W-30.
- FURNISH AND INSTALL 4" DEAD END FLUSH OUT ASSEMBLY PER WWD STD. DETAIL W-8A.
- FURNISH AND INSTALL 2" WATER LATERAL AND 1 1/2" IRRIGATION PER WWD STD. DETAIL W-6A.
- FURNISH AND INSTALL 12" BACKFLOW PREVENTER (RP) ASSEMBLY PER WWD STD. DETAIL W-20.
- HOT TAP EXISTING 24" ACP WATERMAIN WITH 8" OUTLET PER WWD STD. DETAIL W-30.
- CONSTRUCT CONCRETE THRUST BLOCK PER WWD STD. DETAIL W-30.

### WATERLINE CONSTRUCTION NOTES

- ALL STATIONING SHOWN ON THESE PLANS IS MEASURED ALONG THE CENTERLINE OF THE STREET OR AS SHOWN ON PLANS. MINIMUM PIPE COVER SHALL BE 42-INCHES OR AS SHOWN ON PLANS.
- THE CONTRACTOR SHALL NOTIFY THE DISTRICT AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY TIE-INS TO EXISTING WATERLINES. SUCH TIE-INS AS MAY BE REQUIRED TO BE MADE SHALL MEET WITH THE APPROVAL OF THE DISTRICT.
- ALL 30" WATER MAINS SHALL BE CEMENT MORTAR LINED AND COATED STEEL PIPE (10 GA. MINIMUM) CLASS 150.
- CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL PIPE BENDS (WHERE PIPE CHANGES DIRECTION MORE THAN 10°) AND FITTINGS, IN ACCORDANCE WITH DISTRICT'S STANDARD DRAWING W-3.
- AN AIR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM. A BLOW-OFF ASSEMBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.
- A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE WHICH IS SET IN THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING VALVE BOXES TO GRADE AFTER FINAL GRADING OR PAVING OPERATION.
- VALVES 12-INCHES AND LARGER SHALL BE BUTTERFLY VALVES. VALVES SHALL BE RATED FOR 150 P.S.I. OR AS SHOWN ON THESE PLANS. OPERATION PRESSURE AND SHALL HAVE FLANGED ENDS.
- ALL NEW WATER FACILITIES IMPROVEMENTS SHALL BE TESTED AND DISINFECTED PRIOR TO CONNECTING TO EXISTING WATERLINES. THE CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY BULKHEADS AS REQUIRED FOR PRESSURE TESTING.
- THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES AND AGENCIES PRIOR TO STARTING ANY CONSTRUCTION WORK.

### UTILITIES

**ELECTRIC**  
SOUTHERN CALIFORNIA EDISON CO.  
2885 W. FOOTBALL BLVD.  
RALTO, CA 92376  
(909) 421-6432

**GAS**  
SOUTHERN CALIFORNIA GAS CO.  
16231 VALLEY BLVD.  
FONTANA, CA 92335  
(909) 428-8407

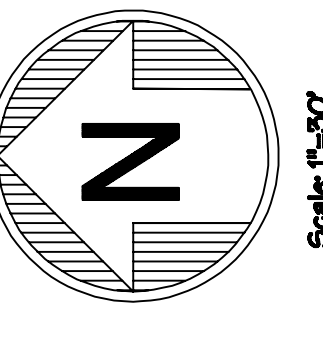
**PHONE**  
557 E. CORONADO STREET, 2nd FLOOR  
ANAHEIM, CA 92807  
(951) 359-2511

**WATER**  
WEST VALLEY WATER DISTRICT  
1800 CHERRY VALLE  
RALTO, CA 92377  
(909) 875-1804

**SEWER**  
CITY OF RALTO  
CITY OF RALTO

**CABLE TV**  
TIME WARNER  
1550 AUTO CENTER DRIVE  
ONTARIO, CA 91791  
(909) 975-3341

**TRASH**  
FONTANA RUBBISH & WASTE SERVICE  
1800 CHERRY VALLE  
FONTANA, CA 92335  
(909) 822-9739



LOT NUMBER	DESIGN STA.	AS-BUILT STA.
1	12+35.00	
2	12+62.00	
3	12+84.00	
4	12+85.00	
5	12+85.00	
6	12+40.00	
7	12+38.00	
8	12+40.00	
9	12+48.00	
10	12+84.00	
11	12+82.00	

LOT NUMBER	DESIGN STA.	AS-BUILT STA.
12	10+48.00	
13	10+46.00	
14	10+55.00	
15	10+57.00	
16	11+02.00	
17	11+03.00	
18	10+58.00	
19	10+54.00	
20	10+54.00	
21	10+58.00	
22	11+03.00	

LOT NUMBER	DESIGN STA.	AS-BUILT STA.
1	12+35.00	
2	12+62.00	
3	12+84.00	
4	12+85.00	
5	12+85.00	
6	12+40.00	
7	12+38.00	
8	12+40.00	
9	12+48.00	
10	12+84.00	
11	12+82.00	

**WATER LATERALS**

**WATER LATERALS**

### GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES AS OF THE DATE OF PLAN APPROVAL.
- THE CONTRACTOR SHALL ARRANGE FOR PRE-CONSTRUCTION CONFERENCE WITH THE WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS, CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT. A CAL-OSHA EXCAVATION PERMIT SHALL BE REQUIRED FOR TRENCHES IN EXCESS OF 5' FEET IN DEPTH.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE PROTECTION OF ALL UTILITIES, AND THAT THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-227-2600 OR 811 PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION OUTSIDE OF THE PROJECT. PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DISTRICT. ALL EXISTING UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-227-2600 OR 811 PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION OUTSIDE OF THE PROJECT. PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DISTRICT. ALL EXISTING UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-227-2600 OR 811 PRIOR TO BEGINNING WORK.
- NO PROGRADE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE DENSITY TESTS. COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPLETED TO 98% RELATIVE COMPACTION.
- CONTRACTOR TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION.
- THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE ENGINEER AND ANY AGENCY HAVING JURISDICTION THEREOF, ANY ROAD BASE, PAVING, CURB AND GUTTER OR OTHER IMPROVEMENTS CUT, REMOVED OR DAMAGED IN CONNECTION WITH THIS PROJECT.
- PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OR OTHER CONTAMINATION PRIOR TO PLACING IN TRENCH AND SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT'S STANDARDS TO THE SATISFACTION OF THE DISTRICT'S INSPECTOR.
- THE CONTRACTOR, AT THE END OF EACH DAY'S WORK, SHALL ENSURE THAT ALL OPENINGS INTO THE PIPELINE SHALL BE SECURELY PLUGGED AND STOPPED SO THAT TO ANIMAL, FOWL OR RODENT CAN ENTER THE PIPELINE.
- ALL WORK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTRICT OR ITS FULLY AUTHORIZED AGENT. THE CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED. INSPECTION SHALL BE MADE OF THE FOLLOWING PHASES OF WORK:  
A. TRENCHING, INSTALLATION OF PIPE, VALVES, FITTINGS, WALLS, BACKFILL AND COMPACTION.  
B. LEAKAGE TESTING  
C. WALLS AND VALVE BOXES BASED TO GRADE, LINES FLUSHED AND FINAL INSPECTION.  
D. THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGEMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

### WATER NOTES

- PIPE 20" AND SMALLER SHALL BE CLASS 350 DUCTILE IRON PIPE WITH FULLY RESTRAINED JOINTS. PIPE 24" AND LARGER SHALL BE THICKNESS CLASS 150, 10 GA. CEMENT MORTAR LINED AND COATED STEEL PIPE OR AS SPECIFIED.
- WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE, MINIMUM 1" DIAMETER, WITH 1" X 3/4" ANGLE VALVES WITH LOCK WING OR 1" X 1" ANGLE VALVES WITH LOCK WING. THERE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED. ONE SERVICE PER PIPE TRENCH. ALL SERVICE VALVES SHALL BE CAPABLE OF 360 DEGREE TURN (LESS STOP).
- ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
- WATER SERVICE LATERALS TO BE TERMINATED 12" BEHIND REAR OF CURB OR FUTURE CURB. IN CITY LIMITS TERMINATE 12" BEHIND FUTURE SIDEWALK.
- FIRE HYDRANTS SHALL BE 6" X 4" X 2 1/2" - CLOW MODEL 850, OR EQUAL, PAINTED WITH ONE COAT OF YELLOW. THE 4" STEAMER OUTLET SHALL BE PERPENDICULAR TO THE CURB OR FUTURE CURB.
- DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 30"; FOR WATER MAINS 10" DEPTH OF COVER SHALL BE MINIMUM 42". LARGER DIAMETER PIPE SHALL BE MINIMUM 42" OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
- ALL WATER MAINS SHALL BE FLUSHED AND DISINFECTED PER AWWA STANDARDS G651 PRIOR TO USE AFTER INSTALLATION OR REPAIR.
- CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS FOR DOMESTIC WATER FACILITIES.
- WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATION AND ANY AMENDMENTS THERETO.
- IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
- WATER LINES TO BE INSTALLED ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB AND GUTTER.
- CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN.
- ALL DUCTILE IRON PIPE SHALL BE FULLY RESTRAINED PER DISTRICT STANDARD W-30.
- INSPECTOR SHALL DETERMINE IF ADDITIONAL THRUST BLOCKS OR RESTRAINTS WILL BE NEEDED IN FIELD ON THE PLANS.

### PRIVATE ENGINEER'S NOTE TO CONTRACTOR

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE PROTECTION OF ALL UTILITIES, AND THAT THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-227-2600 OR 811 PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-227-2600 OR 811 PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-227-2600 OR 811 PRIOR TO BEGINNING WORK.

### CERTIFICATIONS

**DESIGN**  
THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION OF A CIVIL ENGINEER LICENSED IN THE STATE OF CALIFORNIA AND ARE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, CHAPTER 16, CALIFORNIA WATERWORKS STANDARD OF THE STATE OF CALIFORNIA.

SIGNATURE OF DESIGN ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_  
EXPIRES 6-30-22

### WATER

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE WEST VALLEY WATER DISTRICT AND THAT THE DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO THIS LOCATION.

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

### UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARED THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

SIGNATURE OF CITY OF RALTO FIRE CHIEF: \_\_\_\_\_ DATE: \_\_\_\_\_

### FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

### UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARED THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

SIGNATURE OF DESIGN ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_  
EXPIRES 6-30-22

### WATER

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE WEST VALLEY WATER DISTRICT AND THAT THE DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO THIS LOCATION.

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

No.	By	Date	Approval

No.	By	Date	Approval

No.	By	Date	Approval

No.	By	Date	Approval

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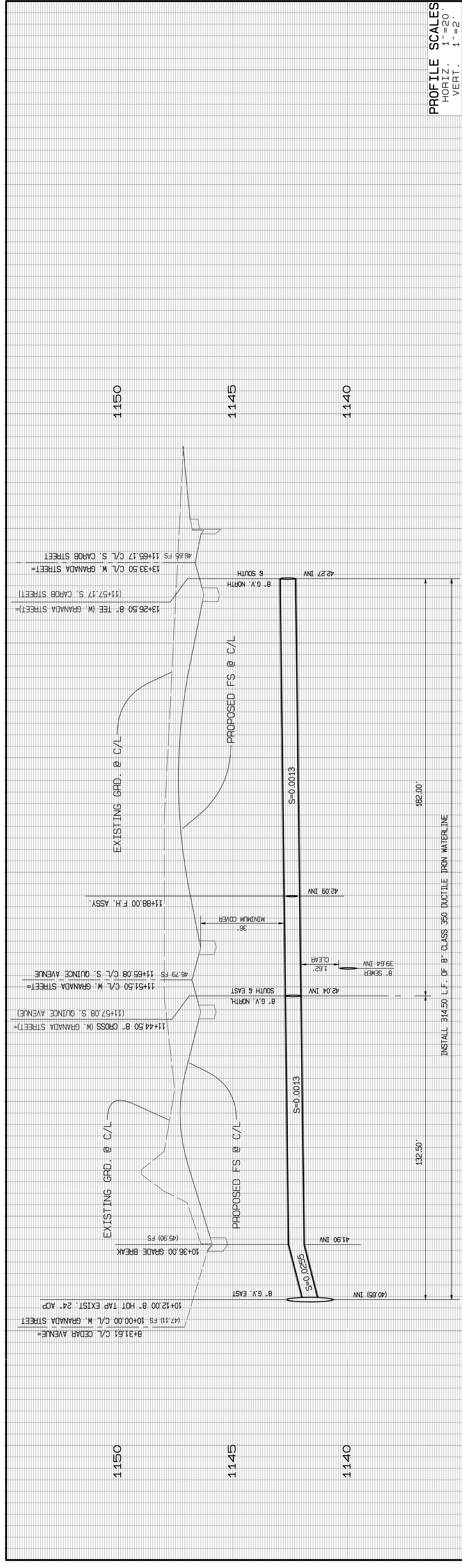
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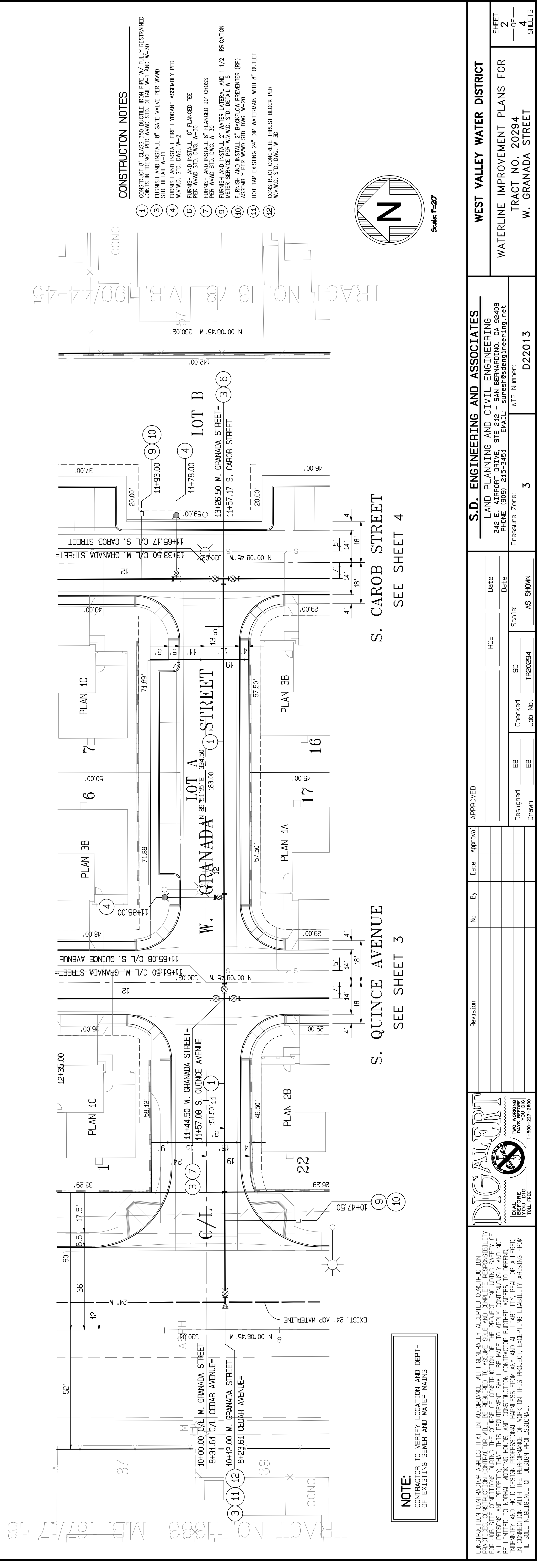
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SIGNATURE OF CITY OF RALTO FIRE

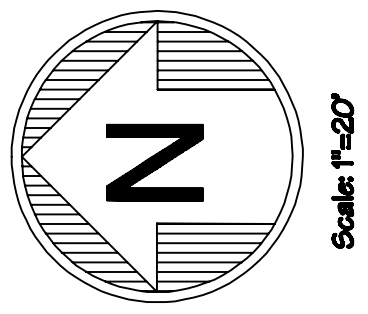


**PROFILE SCALES**  
HORIZ. 1"=20'  
VERT. 1"=2'



**CONSTRUCTION NOTES**

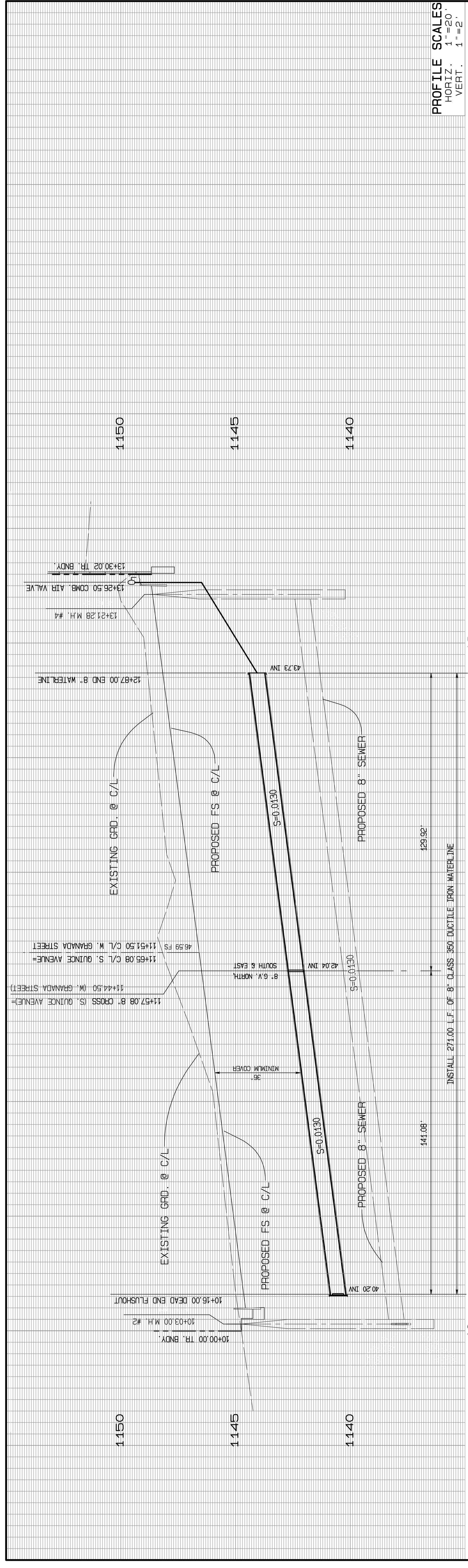
- 1 CONSTRUCT 8" CLASS 350 DUCTILE IRON PIPE W/ FULLY RESTRAINED JOINTS IN TRENCH PER WWD STD. DETAIL W-1 AND W-30
- 2 FURNISH AND INSTALL 8" GATE VALVE PER WWD STD. DETAIL W-2
- 3 FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER WWD STD. DMS. W-2
- 4 FURNISH AND INSTALL 8" FLANGED TEE PER WWD STD. DMS. W-30
- 5 FURNISH AND INSTALL 2" WATER LATERAL AND 1 1/2" IRRIGATION PER WWD STD. DMS. W-30
- 6 FURNISH AND INSTALL 2" BACKFLOW PREVENTER (BFP) ASSEMBLY PER WWD STD. DMS. W-20
- 7 HOT TAP EXISTING 24" DIP WATERMAIN WITH 8" OUTLET PER WWD STD. DMS. W-30
- 8 CONSTRUCT CONCRETE THRUST BLOCK PER WWD STD. DMS. W-30



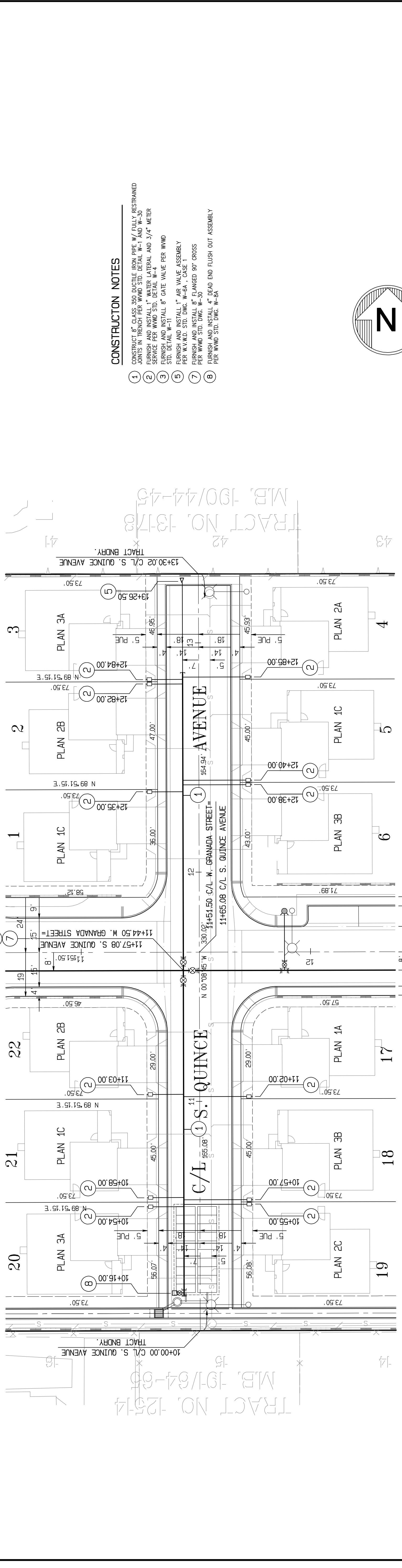
**NOTE:**  
CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING SEWER AND WATER MAINS

<b>WEST VALLEY WATER DISTRICT</b>		<b>WATERLINE IMPROVEMENT PLANS FOR</b>		SHEET <b>2</b> OF <b>4</b> SHEETS
<b>S.D. ENGINEERING AND ASSOCIATES</b>		<b>LAND PLANNING AND CIVIL ENGINEERING</b>		TRACT NO. 20294 W. GRANADA STREET
242 E. AIRPORT DRIVE, STE 212 - SAN BERNARDINO, CA 92408 PHONE (909) 215-3451 EMAIL: suresh@seengineering.net		Pressure Zone: <b>3</b>	W.P. Number: <b>D22013</b>	
No.	By	Date	Approval	APPROVED
Designed	EB	Checked	SD	Scale: AS SHOWN
Drawn	EB	Job No.	TR20294	
CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF PERSONS AND PROPERTY. CONTRACTOR'S LIABILITY IS LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.				

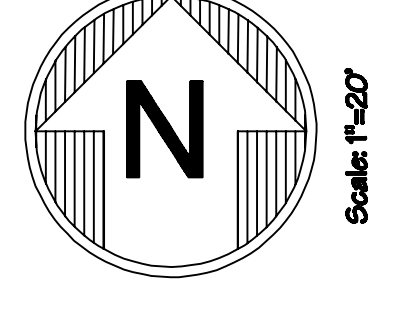




**PROFILE SCALES**  
 HORIZ. 1"=20'  
 VERT. 1"=2'



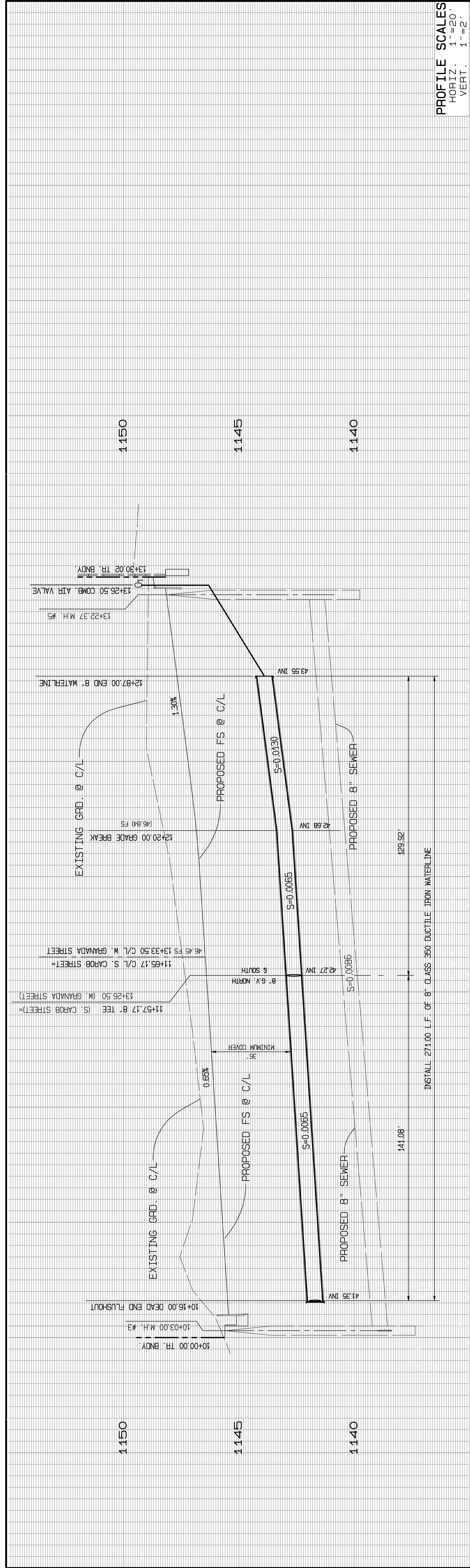
- CONSTRUCTION NOTES**
1. CONSTRUCT 8" CLASS 300 DUCTILE IRON PIPE W/ FULLY RESTRAINED MANHOLES PER DETAIL W-4. DETAIL W-4 IS 1/4" METER SERVICE PER WWD STD. DETAIL W-4.
  2. FURNISH AND INSTALL 8" GATE VALVE PER WWD STD. DETAIL W-11.
  3. FURNISH AND INSTALL 1" AIR VALVE ASSEMBLY PER W.W.M.D. STD. DWG. W-BA - CASE 1.
  4. FURNISH AND INSTALL 8" FLANGED 90° CROSS PER W.W.M.D. STD. DWG. W-30.
  5. FURNISH AND INSTALL DEAD END FLUSH OUT ASSEMBLY PER WWD STD. DWG. W-34.



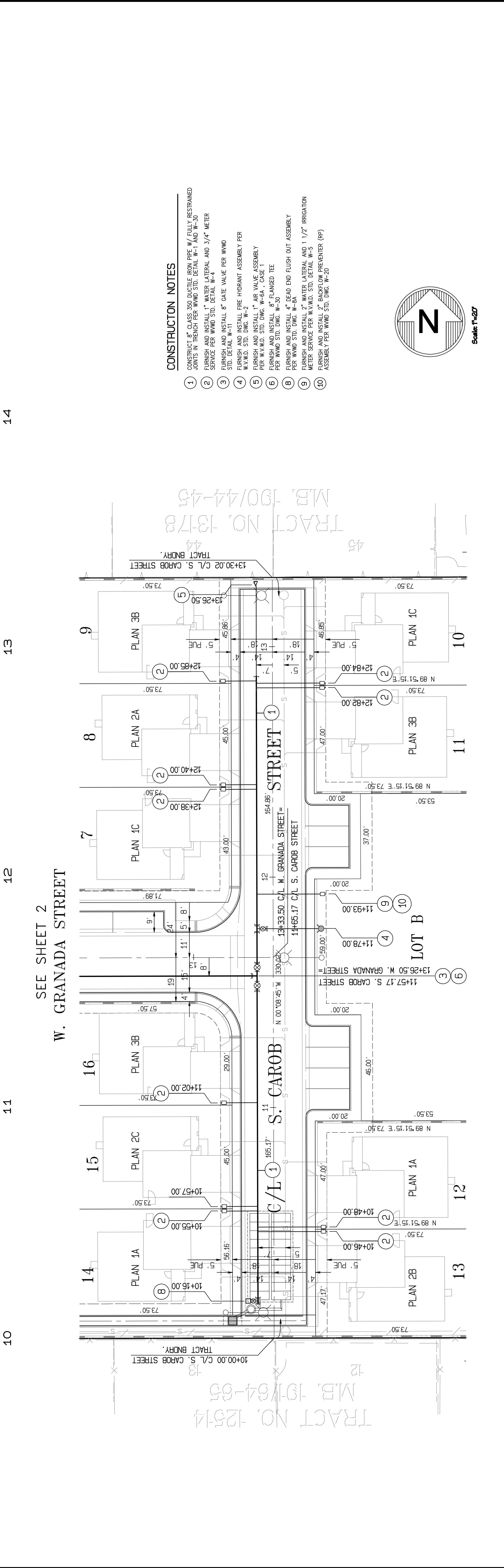
**W. GRANADA STREET  
 SEE SHEET 2**

<p><b>S.D. ENGINEERING AND ASSOCIATES</b>                  LAND PLANNING AND CIVIL ENGINEERING                  242 E. AIRPORT DRIVE, STE 212 - SAN BERNARDINO, CA 92408                  PHONE (909) 215-3451 EMAIL: suresh@seengineering.net</p>		<p><b>WEST VALLEY WATER DISTRICT</b>                  WATERLINE IMPROVEMENT PLANS FOR                  TRACT NO. 20294                  S. QUINCE AVENUE</p>	
<p>Pressure Zone: 3</p>		<p>W/P Number: D22013</p>	
<p>Designed: EB</p>	<p>Checked: EB</p>	<p>SD: TR20294</p>	<p>AS SHOWN</p>
<p>No. _____</p>	<p>By _____</p>	<p>Date _____</p>	<p>APPROVED _____</p>
<p>CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF THE WORKERS, NEIGHBORS, AND THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS OF WAY.</p>			



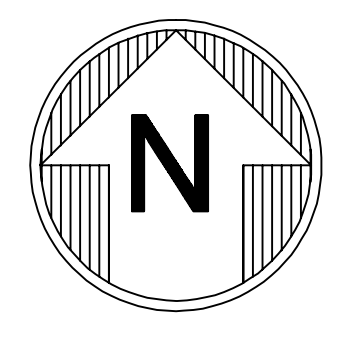


**PROFILE SCALES**  
 HORIZ. 1"=20'  
 VERT. 1"=2'



SEE SHEET 2  
 W. GRANADA STREET

- CONSTRUCTION NOTES**
1. CONSTRUCT 8" CLASS 350 DUCTILE IRON PIPE W/ FULLY RESTRAINED JOINTS IN TRENCH PER WWD STD. DETAIL W-1 AND W-30
  2. FURNISH AND INSTALL 1" WATER LATERAL AND 3/4" METER SERVICE PER WWD STD. DETAIL W-4
  3. FURNISH AND INSTALL 8" GATE VALVE PER WWD STD. DETAIL W-11
  4. FURNISH AND INSTALL PRE HYDRANT ASSEMBLY PER WWD STD. DETAIL W-10
  5. FURNISH AND INSTALL 1" AIR VALVE ASSEMBLY PER WWD STD. DETAIL W-6A CASE 1
  6. FURNISH AND INSTALL 8" FLANGED TEE PER WWD STD. DETAIL W-50
  7. FURNISH AND INSTALL 4" DEAD END FLUSH OUT ASSEMBLY PER WWD STD. DETAIL W-8A
  8. FURNISH AND INSTALL 2" WATER LATERAL AND 1 1/2" IRRIGATION METER SERVICE PER W.W.D. STD. DETAIL W-5
  9. FURNISH AND INSTALL 2" BACKFLOW PREVENTER (RP) ASSEMBLY PER WWD STD. DETAIL W-20



Scale: 1"=20'

<b>WEST VALLEY WATER DISTRICT</b>		<b>WATERLINE IMPROVEMENT PLANS FOR TRACT NO. 20294 S. CAROB STREET</b>	
<b>S.D. ENGINEERING AND ASSOCIATES</b>		LAND PLANNING AND CIVIL ENGINEERING 242 E. AIRPORT DRIVE, STE 212 - SAN BERNARDINO, CA 92408 PHONE (909) 215-3451 EMAIL: suresh@engineering.net	
Pressure Zone: 3	W.P. Number: D22013	Checked: EB	Date: _____
Job No. TR20294	Scale: AS SHOWN	Designed: EB	Date: _____
Approved: _____	Date: _____	Approved: _____	Date: _____

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF THE WORKERS AND THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE LIMITED TO NORMAL WORKING HOURS. THE CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

# Exhibit C

(to be provided at later date)

# Exhibit D



ESTABLISHED AS A PUBLIC AGENCY IN 1952

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,  
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT  
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE  
WATER-USE EFFICIENCY AND CONSERVATION.

## 2021 HOLIDAY LIST

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 15	PRESIDENT'S DAY
TUESDAY, MAY 25	MEMORIAL DAY
MONDAY, JULY 5	INDEPENDENCE DAY
MONDAY, SEPTEMBER 6	LABOR DAY
THURSDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 25	THANKSGIVING
FRIDAY, NOVEMBER 26	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 23	CHRISTMAS EVE
FRIDAY, DECEMBER 24	CHRISTMAS
FRIDAY, DECEMBER 30	NEW YEAR'S EVE
THURSDAY, DECEMBER 31	NEW YEAR'S DAY

# EXHIBIT B

# TRACT NO. 20294

SHEET 1 OF 3 SHEETS

NUMBERED LOTS: 22  
LETTERED LOTS: "A" THROUGH "C"  
GROSS AREA = 3.23 ACRES  
NET AREA = 2.77 ACRES

IN THE CITY OF RIALTO  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE WEST 426 FEET OF THE SOUTH 1/2 OF FARM LOT 321, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

S. D. ENGINEERING AND ASSOCIATES

JULY, 2021

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

WE HEREBY DEDICATE TO THE CITY OF RIALTO, THE PUBLIC IN GENERAL AND PUBLIC UTILITY COMPANIES, AN EASEMENT FOR STREET AND PUBLIC UTILITY PURPOSES, IN, UNDER, OVER, THROUGH AND ACROSS CEDAR AVENUE, SUBJECT TO IMPROVEMENT, AS SHOWN ON THIS FINAL MAP.

WE HEREBY DEDICATE TO THE WEST VALLEY WATER DISTRICT, THE CITY OF RIALTO, THE PUBLIC IN GENERAL, AND PUBLIC UTILITY COMPANIES, AN EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES, SEWER, WATER, EMERGENCY ACCESS, IN, UNDER, OVER, THROUGH AND ACROSS LOT "A", SUBJECT TO IMPROVEMENT, AS SHOWN ON THIS FINAL MAP.

WE HEREBY DEDICATE TO THE CITY OF RIALTO, ALL VEHICULAR ACCESS RIGHTS TO LOTS 1 THROUGH 3, 20 THROUGH 22 AND LOT "C" WHERE THEY ABUT CEDAR AVENUE, AS SHOWN ON THIS FINAL MAP.

WE HEREBY DEDICATE A 5.00 FOOT WIDE EASEMENT TO THE CITY OF RIALTO FOR PUBLIC UTILITY PURPOSES IN, UNDER, OVER, THROUGH, AND ACROSS LOTS 1 THROUGH 22, AND LOT "B", SUBJECT TO IMPROVEMENT, AS SHOWN ON THIS FINAL MAP.

WE HEREBY RESERVE FOR THE USE AND BENEFIT OF ALL NUMBERED LOTS WITHIN THIS MAP, RIGHTS FOR PRIVATE STREET AND UTILITY PURPOSES, EMERGENCY ACCESS, IN, UNDER, OVER, THROUGH, AND ACROSS LOTS "A" THROUGH "C", AS SHOWN ON THIS FINAL MAP.

WE HEREBY RESERVE FOR THE USE OF OURSELVES, SUCCESSORS, ASSIGNS, AND HOMEOWNER'S ASSOCIATION LOTS "A" THROUGH "C", AS SHOWN ON THIS FINAL MAP.

MY AMC V LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: STEVEN W. LANDIS DATE: \_\_\_\_\_

### BENEFICIARY

RICHARD J. BECKLUND AND ROSEMARY MERENDA, TRUSTEES OF THEIR SUCCESSOR TRUSTEES OF THE SIERRA TRUST DATED APRIL 13, 2005, PER DEED OF TRUST DATED JANUARY 8, 2020 AS INSTRUMENT NO. 2020-0008179 OF OFFICIAL RECORDS.

BY: RICHARD J. BECKLUND DATE: \_\_\_\_\_

BY: ROSEMARY MERENDA DATE: \_\_\_\_\_

### NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO }  
ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC,

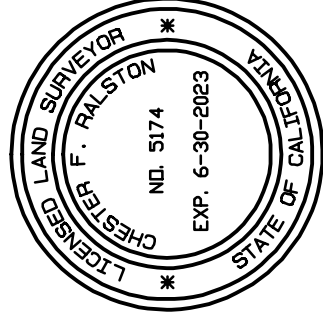
PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND \_\_\_\_\_, MY COMMISSION EXPIRES \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
THE COUNTY OF MY PRINCIPAL BUSINESS IS: \_\_\_\_\_

### SURVEYOR'S STATEMENT

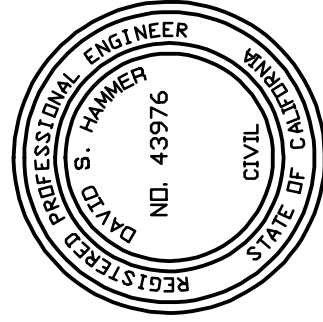
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STEVE LANDIS IN MARCH, 2021 AND THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN 24 MONTHS AFTER RECORDATION DATE OF THIS MAP AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED IN COMPLIANCE WITH SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.



CHESTER F. RALSTON, L.S. 5174  
EXPIRATION DATE: 6-30-23

### CITY ENGINEER'S STATEMENT

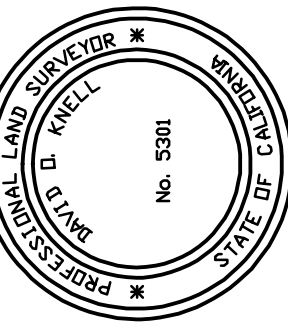
I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE APPROVED TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.



DAVID S. HAMMER, RCE 43976  
CITY ENGINEER  
CITY OF RIALTO

### CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.



DAVID O. KNELL, P.L.S., 5301  
ACTING CITY SURVEYOR  
CITY OF RIALTO

### SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(d)(A)(i-viii) OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

1. AN EASEMENT FOR WATER PIPE LINES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 31, 1906 IN BOOK 377 OF DEEDS, PAGE 238. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

### NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO }  
ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC,

PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND \_\_\_\_\_, MY COMMISSION EXPIRES \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
THE COUNTY OF MY PRINCIPAL BUSINESS IS: \_\_\_\_\_

### COUNTY AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS, NOT YET PAYABLE; ESTIMATED TO BE: \_\_\_\_\_

ENSEN MASON  
AUDITOR - CONTROLLER/TREASURER/TAX COLLECTOR  
SAN BERNARDINO COUNTY

DATED: \_\_\_\_\_ BY: \_\_\_\_\_ DEPUTY

### BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY STATE THAT A BOND, IN THE SUM OF \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON PAYMENT OF ALL TAXES, (STATE, COUNTY, MUNICIPAL OR LOCAL), AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY OF SAN BERNARDINO ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

LYNNA MONELL  
CLERK OF THE BOARD OF SUPERVISORS  
SAN BERNARDINO COUNTY

DATED: \_\_\_\_\_ BY: \_\_\_\_\_ DEPUTY

### CITY CLERK'S CERTIFICATE

I, BARBARA A. MCGEE, CITY CLERK FOR THE CITY OF RIALTO, DO HEREBY CERTIFY THAT THE CITY COUNCIL, BY A MOTION DULY SECONDED AND PASSED, APPROVED THE ATTACHED MAP ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

AND THAT THEREUPON, SAID COUNCIL DID ACCEPT, ON BEHALF OF THE CITY OF RIALTO FOR PUBLIC USE:

EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, IN, UNDER, OVER, THROUGH AND ACROSS CEDAR AVENUE, SUBJECT TO IMPROVEMENT AND ACCEPTANCE BY THE CITY OF RIALTO, AS SHOWN ON THIS FINAL MAP.

EASEMENTS FOR INGRESS AND EGRESS, PUBLIC UTILITIES, SEWER, WATER, EMERGENCY ACCESS, IN, OVER, THROUGH AND ACROSS LOTS "A" THROUGH "C", SUBJECT TO IMPROVEMENT, AS SHOWN ON THIS FINAL MAP.

ALL VEHICULAR ACCESS RIGHTS TO LOTS 1 THRU 3, 20 THRU 22 AND LOT "C" WHERE THEY ABUT CEDAR AVENUE, AS SHOWN ON THIS FINAL MAP.

A 5.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITY PURPOSES IN, OVER, THROUGH, AND ACROSS LOTS 1 THROUGH 22, AND LOT "B", SUBJECT TO IMPROVEMENT, AS SHOWN ON THIS FINAL MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

BARBARA A. MCGEE  
CITY CLERK  
CITY OF RIALTO

### SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER \_\_\_\_\_  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_\_ M, IN BOOK \_\_\_\_\_  
OF TRACT MAPS AT PAGE(S) \_\_\_\_\_, AT THE  
REQUEST OF \_\_\_\_\_, IN THE AMOUNT OF \$ \_\_\_\_\_

BOB DUTTON  
ASSESSOR - RECORDER  
SAN BERNARDINO COUNTY

BY: \_\_\_\_\_ DEPUTY RECORDER

# TRACT NO. 20294

NUMBERED LOTS: 22  
LETTERED LOTS: "A" THROUGH "C"  
GROSS AREA = 3.23 ACRES  
NET AREA = 2.77 ACRES

IN THE CITY OF RIALTO  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF THE WEST 426 FEET OF THE SOUTH 1/2 OF FARM LOT 321, ACCORDING TO MAP  
SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP  
RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.  
S. D. ENGINEERING AND ASSOCIATES  
JULY, 2021

### WEST VALLEY WATER DISTRICT'S CERTIFICATE OF ACCEPTANCE

I, PEGGY ASCHE, SECRETARY OF THE BOARD OF DIRECTORS OF WEST VALLEY WATER DISTRICT DO HEREBY CERTIFY THAT THE INTERESTS IN REAL PROPERTY CONVEYED BY DEDICATION OF THIS SUBDIVISION MAP ARE HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE BOARD OF DIRECTORS OF WEST VALLEY WATER DISTRICT PURSUANT TO GOVERNMENT CODE SECTION 54957 OF THE BOARD OF DIRECTORS, ADOPTED ON OCTOBER 1, 2020.

\_\_\_\_\_  
PEGGY ASCHE  
SECRETARY OF WEST VALLEY WATER DISTRICT  
AND THE BOARD OF DIRECTORS THEREOF

### NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO }  
ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED  
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)  
IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY  
EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY (IES), AND THAT BY HIS/HER/THEIR  
SIGNATURE (S) ON THE INSTRUMENT THE PERSON (S), OR THE ENTITY UPON BEHALF OF WHICH THE  
PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT  
THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.  
WITNESS MY HAND

\_\_\_\_\_  
SIGNATURE  
MY COMMISSION NUMBER \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
THE COUNTY OF MY PRINCIPAL BUSINESS IS: \_\_\_\_\_



# TRACT NO. 20294

IN THE CITY OF RIALTO

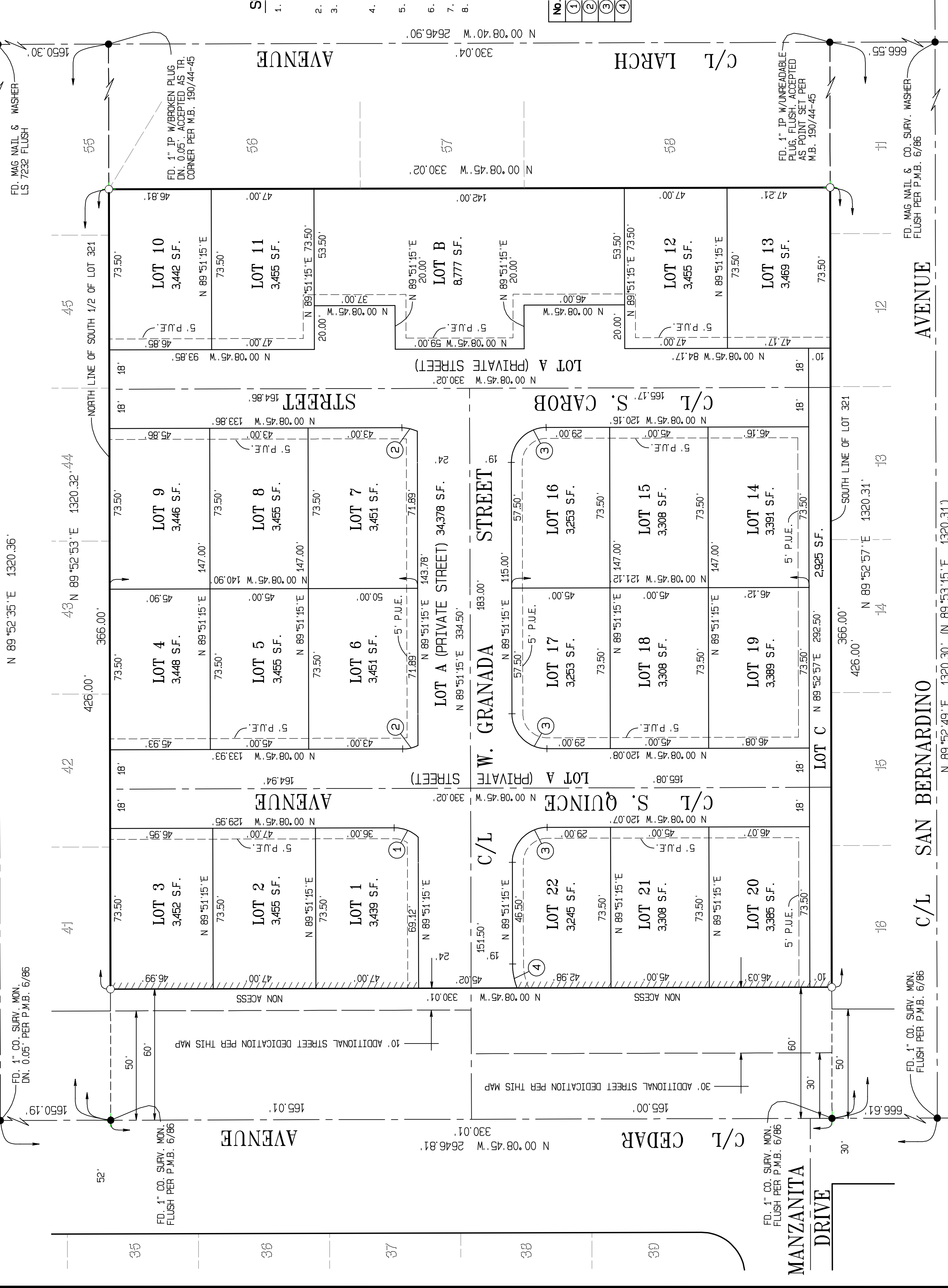
SHEET 3 OF 3 SHEETS

NUMBERED LOTS: 22  
LETTERED LOTS: "A" THROUGH "C"  
GROSS AREA = 3.23 ACRES  
NET AREA = 2.77 ACRES

AVENUE

RANDALL

C/L



### SURVEYOR'S NOTES

1. BASIS OF BEARINGS IS THE CENTERLINE OF CEDAR AVENUE BEING IN 0.08' CENTER PER TRACT NO. 12614, M.B. 191/64-65 RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.
2. INDICATES FOUND MONUMENTS AS NOTED.
3. INDICATES SET 1" I.P., 18" IN LENGTH AND TAGGED L.S., 5174 UNLESS OTHERWISE NOTED. CENTERLINE MONUMENTS ARE SET 1/4" BELOW FINISHED PAVEMENT SURFACE.
4. SET NAIL AND TAG L.S., 5174 IN TOP OF CURB ON THE PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
5. SET NAIL AND TAG L.S., 5174 IN FACE OF WALL, 2 FEET ABOVE FINISHED GRADE IN LIEU OF REAR LOT CORNERS WHERE APPLICABLE.
6. SET 1" I.P., 18" IN LENGTH AND TAGGED L.S., 5174 AT ALL REAR LOT CORNERS WHERE APPLICABLE.
7. ( ) INDICATES RECORD DATA PER M.B. 191/64-65.
8. [ ] INDICATES RECORD DATA PER M.B. 190/44-45.

### CURVE DATA

No.	DELTA	RADIUS	LENGTH	TANGENT
①	43°25'57"	16.00'	12.13'	6.37'
②	25°56'40"	16.00'	7.25'	3.69'
③	90°00'00"	16.00'	25.13'	16.00'
④	20°47'01"	31.00'	11.24'	5.68'





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

**DATE:** December 8, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** I-10 CEDAR AVENUE INTERCHANGE IMPROVEMENT PROJECT:  
 PROFESSIONAL ENGINEERING SERVICES AMENDMENT NO. 3

---

**BACKGROUND:**

Staff is preparing the Bid Documents for Water Main Replacement, and request Construction Management and Inspection Services for the Interstate 10 Cedar Avenue Interchange Improvement Project (“I-10 Cedar Avenue Interchange Improvement”). The I-10 Cedar Avenue Interchange Improvement Project is required by the San Bernardino County Transportation Authority (“SBCTA”) and San Bernardino County, in cooperation with the California Department of Transportation and the Federal Highway Administration, to improve the I-10/Cedar Avenue interchange in the unincorporated community of Bloomington. The proposed project will widen the Cedar Avenue Overcrossing Bridge (“Cedar Avenue Bridge OC”), Union Pacific Railroad (“UPRR”)/Cedar Avenue Overhead Bridge (“Cedar Avenue Bridge OH”), Cedar Avenue, and modify the existing entrance and exit ramps to improve the turning maneuverability and storage capacity. The widening of the I-10 Cedar Avenue Interchange Improvement Project is of critical importance to SBCTA and WVWD to reduce traffic congestion at the interchange.

WVWD’s water facilities are located within SBCTA’s proposed improvements along Cedar Avenue between Bloomington Avenue and Orange Street. Approximately 2,600 linear feet of 12-inch water main and 1,300 linear feet of 8-inch water main will need to be replaced. On the Cedar Avenue Bridge OC and OH, the 8-inch water main is in a 16-inch steel casing and the 12-inch water main is in a 20-inch steel casing and as part of the bridge widening project, will need to be replaced. WVWD has prior rights and has existing agreements with the State of California. This Project will be funded by SBCTA and will be required to coordinate all Work with SBCTA for review and approval. A Caltrans permit and a UPRR permit will be required. Work requires relocating the existing water main, meters, valves, and a fire hydrant.

**DISCUSSION:**

On October 15, 2020, the Board of Directors authorized the General Manager to enter into an agreement with Michael Baker International, Inc. (“MBI”) for the Development of Construction Bid Documents for Water Main Replacement, Construction Management, and Inspection Services for the I-10 Cedar Avenue Interchange Improvement Project.

On November 19, 2021, MBI submitted a proposal for additional design services required to modify the plans as requested by SBCTA to the final, 100% signed plans and cost option for the Project not included in their original contract. The additional design services for Phase2/3 include revisions to review and address design comments, cost opinion, check-set, reissue the plans and cost opinion, coordination meetings, and post-final comments and coordination. Attached as **Exhibit A** is a copy of Task Order No. 1 Amendment No. 3, which includes the proposal received by MBI to modify the plans to cover the cost for the additional work.

**FISCAL IMPACT:**

The cost to perform the additional design services for the I-10 Cedar Avenue Interchange Improvement Project as proposed by MBI is \$14,940.00. This item is included in the Fiscal Year 2021/22 Capital Improvement Budget under the W19055 I-10 Cedar Avenue Interchange Project. The funds will be reimbursed to WVWD once the Utility Agreement is executed with SBCTA.

**STAFF RECOMMENDATION:**

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

*Shamindra Manbahal*

---

Shamindra Manbahal, General Manager

RG;ls

**ATTACHMENT(S):**

1. Exhibit A - Task Order No. 1 Amendment No. 3 with Michael Baker International

# EXHIBIT A

**AMENDMENT NO. 3 TO TASK ORDER NO. 1**

**Development of Construction Bid Documents for Water Main Replacement, Construction Management, and Inspection Services**

This Amendment No. 3 (“Amendment”) is executed this 16<sup>th</sup> day of December, 2021, by and between West Valley Water District, a public agency of the State of California (“District”) and Michael Baker International (“Consultant”).

**RECITALS**

- A. On or about October 15<sup>th</sup>, 2020, District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Amendments from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Amendment for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

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

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

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

**APPROVED AS TO FORM:**

**TAFUYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Tafuya

**CONSULTANT:**

**MICHAEL BAKER INTERNATIONAL**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

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

**Scope:**

- 1. Additional design services per the attached letter proposal dated November 19, 2021. The letter and supporting documents are incorporated by reference to this Amendment.**

November 19, 2021

JN 181262

Ms. Rosa M. Gutierrez, PE  
West Valley Water District  
855 W Base Line Road  
PO Box 920  
Rialto, CA 92377

Subject: Amendment No. 3 for Task Order No. 1, I-10 Cedar Avenue Interchange Improvements, Project No. W19055

Dear Ms. Gutierrez,

The focus of this letter is for your approval of Amendment No. 3 for Michael Baker's additional design services relating to the Cedar Avenue Interchange Improvements. These work items are for modifications requested by San Bernardino County Transportation Authority (SBCTA) to the final, 100% signed plans and cost opinion for the Project Phase 2/3 final submittal.

The drawings were completed, signed, and submitted with all review comments addressed, dated July 8, 2021. A final cost opinion was provided with the final Drawings. On November 4, 2021, Michael Baker attended a review meeting at the request of SBCTA. During the meeting, SBCTA presented and discussed comments and changes that they want to be reflected in the Drawings and in the cost opinion. Post-final revisions to the final plans and cost opinion to accommodate preferences of SBCTA are not included in the current contract.

This Contract amendment includes additional scope and fee for Post-final revisions and resubmittal of the final signed Phase 2/3 Drawings and cost opinion.

Scope of Work:

- Provide revisions for comments not associated with milestone submittal reviews during the months of August through October 2021.
- Michael Baker will review and address the comments to the plans and cost opinion for the Phase 2/3 documents.
- Michael Baker will provide a check-set of Phase 2/3 plans to SBCTA to verify the revisions are acceptable.
- Michael Bater will reissue the signed Phase 2/3 plans and cost opinion.
- Four (4) hours of coordination time for meetings, calls, etc. is included.
- An additional four (4) hours of Project Management and twenty (20) hours of engineering are included to address any further comments that SBCTA or Caltrans may provide on the Phase 2/3 final submittal, or to be used if post-final comments are provided to the Phase 1 submittal.

Ms. Bertha Perez, PE  
 West Valley Water District  
 Page 2

November 19, 2021

The detailed breakdown of each work item including hourly rates is provided in the fee table below.



**FEE TABLE**

I-10/Cedar Ave Amendment 3

	Approximate Person Hours				Total Estimated Hours	Labor Cost	Direct/Repro Subcontract Costs	Total Estimated Fee
	Principal	Project Manager	Senior Engineer	Project Engineer				
	\$ 280.00	\$ 220.00	\$ 195.00	\$ 165.00				
<b>Amendment 3</b>								
Comment Revisions		2	4	16	22	\$ 3,860.00	\$ -	\$ 3,860.00
Address Comments & Submit Check Set		2	4	16	22	\$ 3,860.00	\$ -	\$ 3,860.00
Re-issue final drawings	1	2		4	7	\$ 1,380.00	\$ -	\$ 1,380.00
Agency Coordination		4			4	\$ 880.00	\$ -	\$ 880.00
Future coordinaton allowance		4	4	20	28	\$ 4,960.00	\$ -	\$ 4,960.00
<b>AMENDMENT 3 TOTAL:</b>	<b>1</b>	<b>14</b>	<b>12</b>	<b>56</b>	<b>83</b>	<b>\$ 14,940.00</b>	<b>\$ -</b>	<b>\$ 14,940.00</b>

Should you have any questions, please contact me directly by phone at: (951) 506-2086; or via e-mail: miles.costanza@mbakerintl.com.

Miles Costanza, PE



**EXHIBIT "2"**  
**TO**  
**AMENDMENT NO. 3 TO TASK ORDER NO. 1**  
**COMPENSATION**

The fee estimated for additional scope and design services is **\$14,940.00**.

<b>TASK NUMBER</b>	<b>TASK DESCRIPTION</b>	<b>COST</b>
1	Comment Revisions	\$3,860.00
2	Address Comments & Submit Check Set	\$3,860.00
3	Re-Issue Final Drawings	\$1,380.00
4	Agency Coordination	\$880.00
5	Future Coordination Allowance	\$4,960.00
<b>Total Cost</b>		<b>\$14,940.00</b>

**EXHIBIT "3"**  
**TO**  
**AMENDMENT NO. 3 TO TASK ORDER NO. 1**

**SCHEDULE**

Schedule to be determined by District staff.



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

**DATE:** December 8, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** TASK ORDER NO. 3 WITH MICHAEL BAKER INTERNATIONAL, INC.  
 FOR DESIGN OF PUMP STATION 7-2

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**BACKGROUND:**

Pressure Zone 7 is north of Pressure Zone 6 in West Valley Water District's ("District") North System. Storage is provided by R7-1, R7-2, R7-3, and R7-4 Reservoirs on Lytle Creek Road. There is no source of supply within Pressure Zone 7. Water is boosted from the Lower Pressure Zones 4, 5, and 6.

Currently there is one existing pump station, Pump Station 7-1, boosting water supplies to the upper pressure zone. Pump Station 7-2 is needed to supply future demands and provide redundancy in the event the other pump station is out of service for maintenance or repair. Staff is proposing to design Pump Station 7-2 (PS7-2) in preparation for the increased development that is projected to occur in Pressure Zone 7.

On January 24, 2018 the Board of Directors authorized the General Manager to enter into an agreement with Michael Baker International, Inc. ("MBI") to prepare the design for PS7-2. Since their contract was established, MBI has successfully conducted the scope of work and provided deliverables as stated in the contract.

**DISCUSSION:**

The project has been delayed due to Southern California Edison ("SCE") issues related to the service connection, new meter installation, and coordination with the District. Now that the coordination and the meter agreement discussion with SCE is complete, the District has requested a proposal from MBI to complete the final design. The proposal includes completing the hundred percent (100%) design and updating project specifications for PS7-2. Attached as Exhibit A is a copy of Task Order No. 3, which includes the proposal received by MBI to modify the plans to cover the cost for the additional work.

**FISCAL IMPACT:**

This project is included in the Fiscal Year 2021/22 Capital Improvement Budget under the W18021 Pump Station 7-2 project. This change order will increase the contract amount by \$35,895.00.

**STAFF RECOMMENDATION:**

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, General Manager

MB:ls

**ATTACHMENT(S):**

1. Exhibit A - Task Order No. 3 with Michael Baker International

# EXHIBIT A

### TASK ORDER NO. 3

#### **Engineering Services for the Design of Zone 7-2 Pump Station**

This Task Order (“Task Order”) is executed this 16<sup>th</sup> day of December, 2021, by and between West Valley Water District, a public agency of the State of California (“District”) and Michael Baker International (“Consultant”).

#### **RECITALS**

- A. On or about October 15<sup>th</sup>, 2020, District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Amendments from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Amendment for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

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

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

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

**APPROVED AS TO FORM:**

**TAFUYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Tafuya

**CONSULTANT:**

**MICHAEL BAKER INTERNATIONAL**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

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

**Scope:**

- 1. Additional design services per the attached letter proposal dated December 1, 2021. The letter and supporting documents are incorporated by reference to this Task Order.**



December 1, 2021

JN 165353

Mr. Marco Bravo  
West Valley Water District  
855 W Base Line Road  
PO Box 920  
Rialto, CA 92377

Subject: Final Design for Zone 7-2 Pump Station

Dear Mr. Bravo:

Michael Baker completed and submitted the 90% design package of Pump Station 7-2 to West Valley Water District in March of 2021. The 90% design was a continuation of the 60% design submittal was provided in May of 2019. The project has been delayed intermittently for extended durations of time since the design began in January 2018. These delays have primarily been due to SCE service entrance issues and District coordination with SCE to allow for a second meter. Now that the coordination and agreement discussion with SCE is complete, the District has indicated they are ready for Michael Baker to complete the final design.

The current contract amount has approximately \$11,000 in funding remaining. Original fees associated with the final design were reallocated to perform modifications to the 60% design to accommodate changes, including a generator and fuel system, made at the request of WVWD. Because of this, additional funding will be needed to complete the 100% Design.

Michael Baker also recommends updating the 90% specifications with the final design. The Specification document was originally received for this project in 2017. During February of 2021, revised District specifications were received for a separate project with the understanding that these would also apply to the Pump Station 7-2 project. However, the general specifications had already been completed and redevelopment of the front-end specifications would require additional scope.

Additionally, manufacturer and vendor coordination and review were performed in 2018 and 2019 and could now be outdated. Cost estimates based on vendor quotes could also be outdated and should be revised.

Michael Baker also has presented the 60% and 90% specifications, with the exception of the electrical specifications, based on the District's example standards for a similar pump station as decided at the initiation of the project. However, these specifications are not in CSI standard formats, and we feel that the District would be better served to revise the Technical Divisions to be in the standard CSI three-part format when the specifications are finalized. This could be done during the revision of the front-end documents presented by the District for efficiency. Revised specifications would avoid the District from issuing a specification document at the time of bid that is potentially several years old, and in a non-standard format, that could be difficult for contractors to understand, verify and bid. An updated

Pump Station 7-2 Design Services  
 Mr. Marco Bravo  
 West Valley Water District  
 Page 2

December 1, 2021

specification document will help keep the bids competitive and ultimately help to deliver a better project to the District.

ITEM	FEE	STATUS
Original Contract Price	\$169,839.00	Executed Original Contract
Amendment 1: Structural & Electrical Changes	\$39,303.00	Executed
Amendment 2: SCE Coordination & Control	\$15,795.00	Executed
Current Contract Amount	\$224,937.00	(\$11,009.00 Remaining)

AMENDMENT 3 TASKS	FEE
Complete Final Design	\$27,895.00
Specification Revisions	\$8,000.00
Amendment 3 Total	\$35,895.00
Proposed Contract Amount	\$260,832.00

Should you have any questions, please contact me directly by phone at: (480) 600-1479; or via e-mail: Miles.Costanza@mbakerintl.com.

Sincerely,



Miles Costanza, P.E.  
 Project Manager

**EXHIBIT "2"**  
**TO**  
**TASK ORDER NO. 3**  
**COMPENSATION**

The fee estimated for additional scope and design services is **\$35,895.00**.

<b>TASK NUMBER</b>	<b>TASK DESCRIPTION</b>	<b>COST</b>
1	Complete Final Design	\$27,895.00
2	Specification Revisions	\$8,000.00
<b>Total Cost</b>		<b>\$35,895.00</b>

**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 3**

**SCHEDULE**

Schedule to be determined by District staff.