



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 9<sup>TH</sup>, 2020 - 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)

Director Kyle Crowther

**I. CONVENE MEETING**

**II. PUBLIC PARTICIPATION**

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

**III. DISCUSSION ITEMS**

- a. Updates to Engineering, Operations & Planning Committee.
- b. Ratify Expenditures for Maintenance Project in Cactus Basin 2. **(Page 3)**
- c. Property Appraisal for Future Zone 6 Reservoir Site. **(Page 11)**

- d. Consider a Water Supply Assessment for Ventana at Duncan Canyon Specific Plan. **(Page 21)**
- e. Consider Rialto Basin Groundwater Council Framework Agreement. **(Page 59)**
- f. Consider Task Order No. 3 with Engineering Resources of Southern California, Inc. For the Professional Engineering Services for Construction Bid Documents for the Modifications of Zone 8-3 Reservoir Project. **(Page 81)**
- g. Consider a Professional Services Agreement and Task Order No. 1 with Albert A. Webb Associates for the Professional Engineering Services for Development of Construction Bid Documents for 18-Inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project. **(Page 98)**

#### IV. ADJOURN

#### DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Finance Committee Agenda at the District Offices on December 3, 2020.

  
\_\_\_\_\_  
Maisha Mesa, Executive Assistant



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

**DATE:** December 9, 2020  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** RATIFY EXPENDITURES FOR MAINTENANCE PROJECT IN CACTUS BASIN 2

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**BACKGROUND:**

In May 2016, the West Valley Water District (District) and the San Bernardino County Flood Control District executed an agreement permitting the spreading of water in Cactus Basin 2 (Basin) to support the District's Groundwater Treatment project. The agreement allows up to 800 acre feet to be discharged annually until May 24, 2021. The District is responsible for obtaining regulatory permits and performing all maintenance activities. These permits require compensatory mitigation to offset the loss of wetland and riparian habitat that has developed within the basin.

In October 2020, the District and the San Bernardino Valley Municipal Water District executed an agreement coordinating the development and implementation of water spreading management activities in the Cactus Basins. A Streambed Alteration Agreement with the California Fish and Wildlife has been executed. Additional permits from the Regional Water Quality Control Board and the U.S. Army Corps of Engineers will not be required due to the absence of soil disturbance in the basin.

**DISCUSSION:**

District staff completed maintenance activities such as herbicide application and a pre-construction burrowing owl survey in November 2020. The final step is clearing and disposing of all surface vegetation on the basin floor. District staff reached out to multiple firms for quotes. Three (3) firms – California Landscape & Design (CLD), Jeremy Harris Construction Inc. (JHC), and EL-CO Contractors, Inc. (ECC) – submitted quotes to provide the specified services. The scope of work consists of mowing, clearing, hauling, and disposing of approximately 12 acres of vegetation. The three quotes were as follows:

<b>California Landscape &amp; Design</b>	Jeremy Harris Construction Inc.	EL-CO Contractors, Inc.
<b>\$49,850.00</b>	\$71,372.00	\$79,740.00

United Technologies Corporation/Raytheon (UTC) expects the Fluidized Bed Reactor (FBR) Water

Treatment Plant be back in service in December 2020. In order to meet the timeline, District staff was directed to proceed with the maintenance project with California Landscape & Design and bring back the final cost upon project completion to the Board of Direction's for ratification at the next Board meeting. The FBR plant needs approximately 6 weeks to strengthen the microorganisms used for water treatment and to stabilize the plant. During such time, off-specification water needs to be discharged into the basin.

**FISCAL IMPACT:**

This is a reimbursable cost and is included in the Fiscal Year 2020/21 Operating Budget and will be funded from Account Number 100-5350-540-5614 titled "Repair & Maintenance/Structures/Facility" with a budget of \$164,000.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Engineering, Operations and Planning Committee have this expenditure of \$49,850.00 for maintenance project in Cactus Basin 2 be considered for ratification and to have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, Acting General Manager

SM:jc

**ATTACHMENT(S):**

1. Exhibit A - Photos
2. Exhibit B - Quotes

# EXHIBIT A

Photos – Cactus Basin 2



# EXHIBIT B



## Bid Proposal

**Date:** November 6, 2020  
**Name:** West Valley Water District  
**Address:** 855 W Baseline Rd. Rialto CA 92376  
**Phone:** (909) 644-6918, (909) 875-1804 ext. 717  
**Project:** Cactus Basin  
**Attn:** Rudy Olguin  
**Email:** rolguin@wvwd.org

Quantity	Unit	Description	Total
<b>Basin Clean Up and Disposal</b>			
1	LS	<b>Remove Plant Material and Disposal From Watert Basin 13.5 Acres Approx</b>	
20	Ea	40 Yd High Wall Trash Containers	
1	LS	Rental of Wood Chipper	
1	LS	Skip Loader Rental	
1	LS	Skid Steer Rental	
1	LS	Tractor Mowing Weed Abatement	
1	LS	Fuel	
1	LS	Miscellaneous Materials/Tools	
232	Ea	Hours Labor for Clean Up	
96	Ea	Hours Tractor Operator	
1	LS	General Services	
<b><u>TOTAL BASIN CLEAN UP</u></b>			<b><u>\$49,850.00</u></b>

### Notes And Exclusions:

**Excludes Grading After Clean Up of Weed and Bushes**  
**Stump Removal of Removed Trees**  
**Excludes City / County Permits**

We propose hereby to furnish material and labor complete in accordance with above specification for the sum of:

**\$49,850.00**

Customer

Date

License Number 597267 (Classes A, B, C23, C27, C53)

DIR #.( Department Industrial Relations) **1000014663.**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.

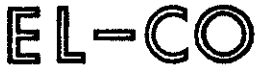
**Deposit due prior to commencement of work. Deposit is to be 10% of the total contract, but not to exceed \$1,000.**

**Progress payments will be due during the course of work as outlined in the schedule.**

Any questions concerning a contractor may be referred to the Contractors State License Board, P.O. Box 26000 Sacramento, CA 95826





**CONTRACTORS, INC.**

1995 Nolan Street, San Bernardino, CA 92407 • Telephone (909) 887-2610 or 887-1013 • Fax (909) 880-9091  
P.O. Box 9130 San Bernardino, CA 92427

TO: Name West Valley Water District  
Address P.O. Box 920  
City Rialto, CA 92377

PROJECT:  
LOCATION:

DATE: 10/28/2020 ATTEN: Sergio TELEPHONE: \_\_\_\_\_

We propose to furnish Labor & Material to perform the work hereafter specified.

Grubbing & Cleaning Out Retention Basin  
located at Cactus & Baseline Avenue

1	Lump Sum	Mobilization	3,500.00	3,500.00
2	Lump Sum	Grub & Haul Off Debris	57,040.00	57,040.00
3	Lump Sum	Dump Fees (Estimated)	19,200.00	19,200.00
			<u>TOTAL:</u>	<u>79,740.00</u>

NOTES: Includes:  
3 Each Operators  
3 Each Laborers  
1 Each D-6 Dozer  
1 Each Loader  
1 Each Chipper  
2 Each Service Trucks  
1 Each Water Truck

1. Permits & Inspection fee by others.
2. Engineering & Staking by others.
3. Construction water to be furnished & paid for by others.
4. All work completed by the 25th of each month is due and payable on the 10th of the following month.
5. Final billings will be based on actual measurements of work at the above prices.

General conditions, on the reverse side, are an integral part of the agreement.

ACCEPTED:

**EL-CO CONTRACTORS, INC.**  
STATE LICENSE NO. 317093

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

BY: John Wiles, Sec/GenMgr.

DATED: \_\_\_\_\_



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

**DATE:** December 9, 2020  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Clarence C. Mansell Jr, General Manager  
**SUBJECT:** PROPERTY APPRAISAL FOR FUTURE ZONE 6 RESERVOIR SITE

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**DISCUSSION:**

Development in West Valley Water District's ("District") service area is increasing and occupying vast areas of previously undeveloped land and vacant infill parcels. As this land develops, it leaves fewer spaces for the District to expand future facilities such as wells, reservoirs and pump stations. Some of these facilities need to be located within certain pressure zones, overlying particular groundwater basins or at specific elevations. Future reservoirs need to be constructed at the same elevation as existing reservoirs, in the same pressure zone, to allow the water to evenly float between them.

Along Lytle Creek Road in northern Fontana is a parcel of land owned by the Crawford Canyon Mutual Water Company. The property is vacant and at an elevation suitable for the construction of a future Zone 6 reservoir. Although the District has no current plans to construct a new Zone 6 reservoir, it may be advantageous for the District to own this property to facilitate the construction in the future.

The District has contacted the Crawford Canyon Mutual Water Company to see if they would consider selling this property. They are open to having an appraiser evaluate the property to determine the current market value of the property. The appraisal will provide the District information related to the possible purchase.

The District's Procurement Policies and Procedures outlines who may approve and sign contracts and agreements based on the purchase amount. The District solicited proposals for appraisal services. Attached, as Exhibit A is the appraisal service proposal received from Steven R. Fontes in the amount of \$4,000.00. This service approval level falls within the authorization level of the Department Manager.

**FISCAL IMPACT:**

The cost to perform the appraisal of APN 0239-081-01 as outlined in the proposal from Steven R. Fontes is \$4,000.00. This service will be funded from the Engineering Department Budget (Professional Services/Other Consultants).

**STAFF RECOMMENDATION:**

It is recommended that the Engineering, Operations and Planning Committee approve moving forward with Steven R. Fontes for appraisal services for Assessor's Parcel Number 0239-081-01.

Respectfully Submitted,



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Clarence C. Mansell Jr, General Manager

LJ:mm

**ATTACHMENT(S):**

1. Exhibit A - Appraisal Proposal - Crawford Canyon Property

**MEETING HISTORY:**

10/14/20	Engineering, Operations and Planning Committee	TABLED	Next:
12/09/20			

# EXHIBIT A

**AGREEMENT FOR PROFESSIONAL VALUATION SERVICES**

**SERVICE TYPE** Appraisal Assignment  
**DATE OF AGREEMENT** September 30, 2020

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**PARTIES TO AGREEMENT**

Client Angela Navarro  
Client Company West Valley Water District  
Address 855 W. Baseline  
City, State, Zip Rialto, CA 92377  
Office Direct (909) 875-1804 ext. 331  
Cell (909) 644-1069  
Email [angela@wvwd.org](mailto:angela@wvwd.org)

Appraiser Steven R. Fontes, MAI, CCIM  
Appraiser Company Mission Property Advisors, Inc.  
Address 231 E. Alessandro Boulevard #616  
City, State, Zip Riverside, CA 92508  
Phone (951) 656-1100 ext. 1  
Mobile (951) 640-5616  
eFax (951) 848-9300  
E-mail [Steven@MissionPropertyAdvisors.com](mailto:Steven@MissionPropertyAdvisors.com)

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Client hereby engages Appraiser to complete an appraisal assignment as follows:

**SUBJECT PROPERTY IDENTIFICATION**

No address  
Fontana, CA 92336  
San Bernardino County Assessor Parcel Number 0239-081-01

**PROPERTY TYPE**

The subject property is a vacant land parcel with a non-usable water tank in place.

**INTEREST TO BE VALUED**

Fee Simple

**INTENDED USERS<sup>1</sup>**

Client

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<sup>1</sup> No other users are intended by the Appraiser. The Appraiser will consider the intended users when determining the level of detail to be provided in the Appraisal Report.

**INTENDED USE**

The client will reportedly use the report to assist in a potential purchase.

**TYPE OF VALUE**

Market Value

**DATE OF VALUE**

Current

The term **Hypothetical Condition**<sup>2</sup> is defined as:

*A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.*

**None**

The term **Extraordinary Assumption**<sup>3</sup> is defined as:

*An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.*

**The cost to remove the water tank will not be factored into the appraisal report because it is not known if it will be accomplished by the buyer or the seller. The land will be appraised assuming the site was vacant land, including the land underneath the existing water tank.**

**The subject will be appraised assuming it is not impacted by any hazardous materials or conditions. The appraiser is not qualified or trained to detect such substances, materials, or conditions, nor is the appraiser contracting to provide this service.**

**The use of Hypothetical Conditions and/or Extraordinary Assumptions may affect assignment results.**

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<sup>2</sup> The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2020-2021 Edition (Washington, DC: The Appraisal Foundation, 2020).

<sup>3</sup> The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2020-2021 Edition (Washington, DC: The Appraisal Foundation, 2020).

**APPLICABLE REQUIREMENTS**

The Code of Professional Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) of © The Appraisal Foundation.

**ANTICIPATED SCOPE OF WORK****Site Visit**

The appraiser will conduct a site visit.

**Valuation Approaches**

Appraiser will use all applicable approaches necessary to develop a credible opinion of value.

**APPRAISAL REPORT****Report Option and Format**

A narrative Appraisal Report will be provided.

**CONTACT FOR PROPERTY ACCESS, IF APPLICABLE**

Client

**DELIVERY DATE**

An appraisal report will be delivered within 30 days from the date a signed contract is received.

**REPORT COPIES**

A PDF copy will be provided via email.

**PAYMENT TO APPRAISER**

\$4,000.

**Please make check payable to Mission Property Advisors, Inc.**

**PAYMENT DUE DATE**

Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within 30 days of the date of Appraiser's invoice. Client shall be assessed a late charge of 10% of the unpaid balance per month until paid in full. Additional late charges shall be assessed each additional month thereafter that an invoice remains unpaid in



whole or in part. In the event Appraiser pursues collection efforts to recover unpaid balances owed by Client. Client shall pay Appraiser's costs of collection, including attorneys' fees at trial or on appeal.

#### **OWNERSHIP OF WORK PRODUCT**

The possession of the Appraisal Report, or any copy or portion thereof, by Client or any third party does not include or confer any rights of publication or redistribution of the Appraisal Report other than to such persons or entities identified in this Agreement who shall be advised in writing of Appraiser's rights under this Agreement prior to their receipt of the Appraisal Report. All rights, title and interest in (1) any data gathered by Appraiser in the course of preparing the Appraisal Report (excluding any data furnished by or on behalf of Client) and (2) the content of the Appraisal Report prepared pursuant to this Agreement shall be vested in Appraiser. Subject to the foregoing, Client shall have the right to possess a copy of the Appraisal Report and to disclose the report to Client's attorneys, accountants or other professional advisors in the course of Client's business affairs relating to the property that is the object of the Appraisal Report, provided that such attorneys, accountants or advisors are advised in writing of Appraiser's rights under this Agreement prior to receipt of such Appraisal Report.

#### **CLIENT'S REPRESENTATIONS AND WARRANTIES**

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's appraisal report, for any purposes that violate any federal, state or local law, regulation or ordinance, or common law.

#### **DOCUMENTATION REQUESTED BY APPRAISER, as applicable and/or available**

Appraiser will need the following items to complete the appraisal. Appraiser prefers to receive these items in PDF format, but hard copies are acceptable. Appraiser understands that certain items will simply not be available. If that is the case, please advise.

1. Title report
2. Copies of any listings or offers received within the last 3 years

#### **CONFIDENTIALITY**

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

### **CHANGES TO AGREEMENT**

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

### **CANCELLATION**

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing. At the point of cancellation, Appraiser will estimate the percentage complete and bill Client accordingly (which will not be less than the retainer amount). Payment must be made to Appraiser within 30 calendar days of Client's receipt of the invoice (either by email or US mail, whichever is earlier).

### **NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

### **USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS**

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

### **TESTIMONY AT COURT OR OTHER PROCEEDINGS**

Appraiser's assignment pursuant to this Agreement shall include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment. In the event that Appraiser is subpoenaed to testify as either a percipient witness or an expert witness, Client shall be responsible for payment to Appraiser for testimony time, including preparation and travel to and from the place of testimony. Appraiser's hourly rate for these additional services are \$500 per hour, with a 4-hour minimum per day, plus travel time to and from the venue for deposition(s) and/or trial.

A separate Rate Sheet document will be provided to the client. It is incorporated by reference into this contract. It outlines additional fees that the client will be responsible for should the appraisal be used in a litigation context or should the appraiser be called to testify about the property or the appraisal as an expert witness.

**APPRAISER LIABILITY**

Appraiser will provide professional valuation services pursuant to the terms and conditions of this contract for the agreed upon fee as noted. Unless Appraiser is found by a court of law to be 1) professionally negligent or 2) to have committed fraud relating to the services outlined in this contract, Appraiser's liability to Client for any *actual* financial loss or *claim* of financial loss arising from Appraiser performing the duties outlined in this contract shall be limited to the total fee collected by Appraiser from Client.

**APPRAISER INDEPENDENCE**

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinions of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinions of value will be developed competently and with independence, impartiality and objectivity.

**EXPIRATION OF AGREEMENT**

This Agreement is valid only if signed by both Appraiser and Client within 5 calendar days of the Date of Agreement specified.

**SERVICES PERFORMED WITHIN PRIOR THREE YEARS**

I have not performed any services regarding the subject property within the prior three (3) years as an Appraiser or in any other capacity.

**GOVERNING LAW AND JURISDICTION**

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of CA in which Appraiser's principal place of business is located, exclusive of choice of law rules.

**By Appraiser:**

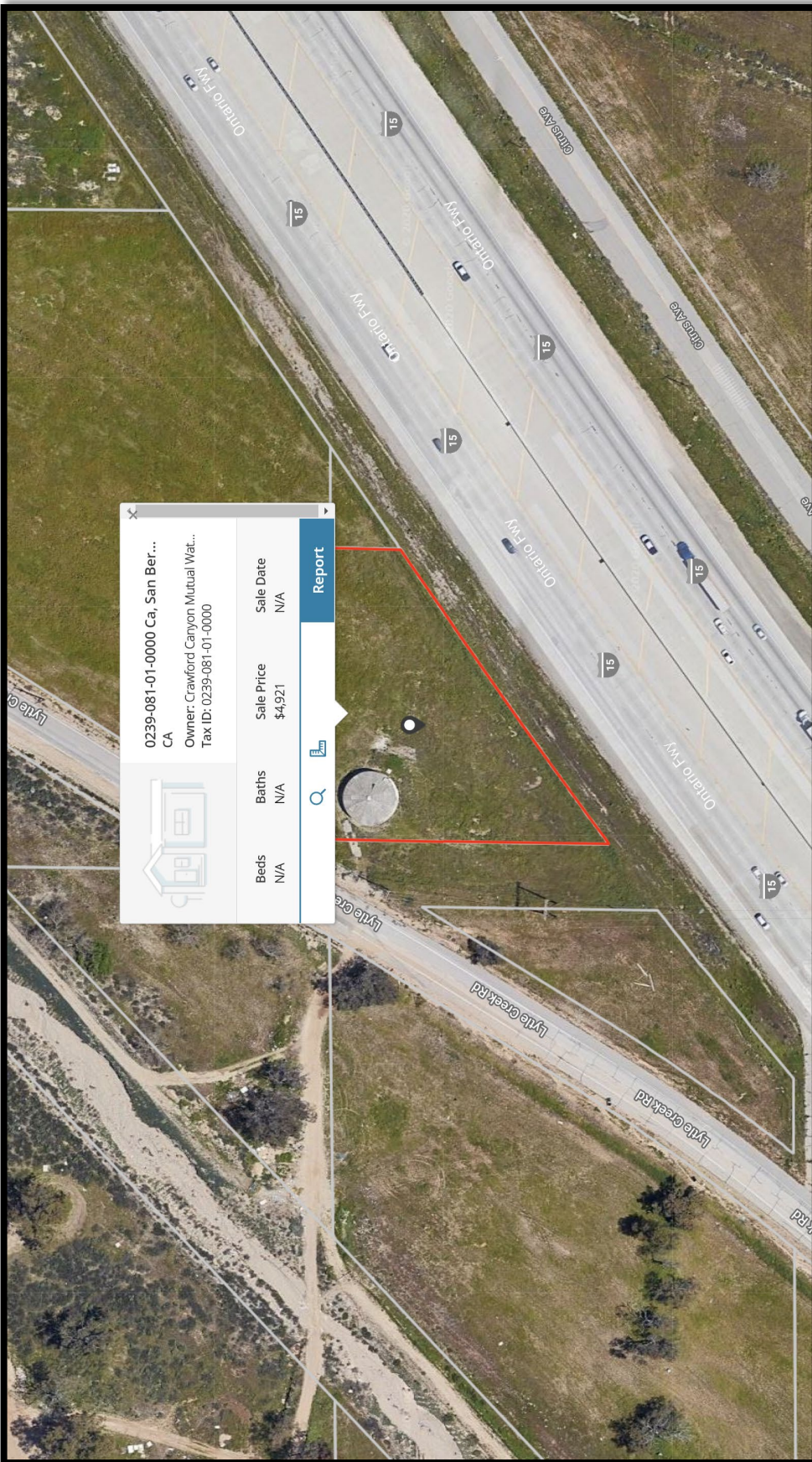
Steven R. Fontes, MAI, CCIM  
Printed name

September 30, 2020  
Date

**By Client:**

\_\_\_\_\_

Dated: \_\_\_\_\_





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

**DATE:** December 9, 2020  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** CONSIDER A WATER SUPPLY ASSESSMENT FOR VENTANA AT  
 DUNCAN CANYON SPECIFIC PLAN

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**BACKGROUND:**

On October 06, 2020, Frontier Communities (“Developer”) submitted an application to West Valley Water District (“District”) to review a Water Supply Assessment (“WSA”) for its proposed project in the City of Fontana, known as Ventana at Duncan Canyon Specific Plan (“Project”). The Project proposes the development of a 105-acre Specific Plan for a mixed-use site located north of Lytle Creek Road, and east of the I-15 freeway, as shown in **Exhibit A**. The proposed project will be constructed in (2) phases, and will include the development of a mid-rise hotel, retail space, offices, restaurants, medium-density residential units and light manufacturing. The project covers an area that is currently undeveloped, and does not have any existing water connections to the District’s system.

**DISCUSSION:**

The WSA is a necessary requirement for compliance with the California Environmental Quality Act (“CEQA”), furthermore, the California Water Code (Code) requires projects as defined in Section 10912 of the Code, to include a WSA in their environmental impact report. The WSA evaluates whether the total water supplies available during normal, single-dry, and multiple-dry water years projected within the latest adopted Urban Water Management Plan (“UWMP”) will meet the anticipated water demand associated with the particular project, in addition to the existing and planned future uses.

A “Project” in the Water Code means any of the following:

- 1) A proposed residential development of more than 500 dwelling units.
- 2) A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.
- 3) A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.
- 4) A proposed hotel or motel, or both, having more than 500 rooms.

- 5) A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.
- 6) A mixed-use project that includes one or more of the projects specified in this subdivision.
- 7) A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project.

This development is considered a project as defined by the Water Code per item number 6 above. The Code states that the District shall determine whether the projected water demand associated with a proposed project was included as part of the most recently adopted UWMP, and if so, the District may incorporate the requested information from the UWMP in preparing the elements of the WSA.

UWMPs are prepared to support the District's long-term resource planning, and to ensure that adequate water supplies are available to meet existing and future water demands. The plans must be prepared every 5 years and submitted to the Department of Water Resources. The latest UWMP adopted by the District was the 2015 San Bernardino Valley Regional Urban Water Management Plan ("RUWMP"). The demand projections for water usage rates per acre were based on land use designations from City and County General Plans.

Attached as **Exhibit B** for your review is a WSA prepared by the Developer's consultant, Water Systems Consulting, Inc. The water demand for this Project is anticipated to be 358 acre feet per year. The anticipated water demand associated with the Project was accounted for in the most recently adopted UWMP and information from that plan was utilized in the preparation of this WSA.

As demonstrated in the 2015 RUWMP, the water supply available in 20 years in a normal, single dry and multiple dry water years is sufficient to meet the projected demand associated with the project.

**FISCAL IMPACT:**

No fiscal impact at this time.

**STAFF RECOMMENDATION:**

It is recommended that the Engineering, Operations and Planning Committee approve the Water Supply Assessment for Ventana at Duncan Canyon Specific Plan and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,

*Shamindra Marbahal*

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Shamindra Manbahal, Acting General Manager

DG:mm

**ATTACHMENT(S):**

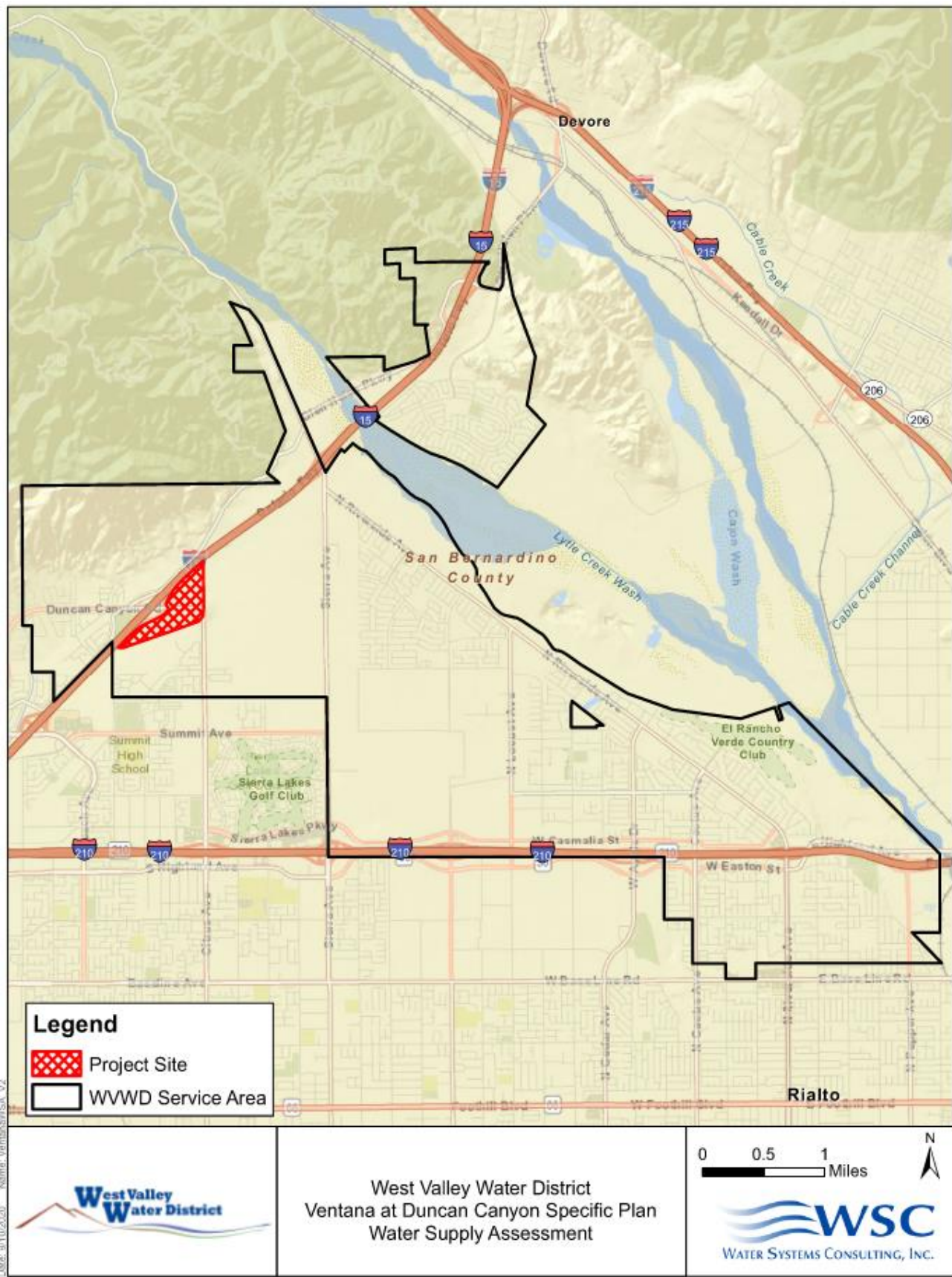
1. Exhibit A - Aerial Map
2. Exhibit B - Water Supply Assessment for Ventana at Duncan Canyon Specific Plan

**MEETING HISTORY:**

11/18/20	Engineering, Operations and Planning Committee	TABLED	Next:
12/09/20			

# EXHIBIT A





# EXHIBIT B

West Valley Water District

**Water Supply Assessment**  
for the  
**Ventana at Duncan Canyon Specific Plan**

Prepared for:

Frontier Communities

Prepared Under the Responsible Charge of:

Kirsten Plonka, PE

California R.C.E. No. 70746, Expires 6/30/2021



10/29/2020



**TABLE OF CONTENTS**

Table of Contents ..... i

List of Tables ..... ii

List of Figures ..... iii

1 Introduction and Purpose ..... 1

    1.1 Legislation ..... 1

    1.2 Definitions ..... 2

2 Public Water System Overview ..... 3

    2.1 Climate ..... 5

    2.2 Service Area Population ..... 5

        2.2.1 Other Demographic Factors ..... 6

3 Project Description ..... 8

4 Project Water Demand ..... 9

    4.1 Project Water Demand Projections ..... 10

5 WWWD Water Service Area Water Demand ..... 12

6 Water Supply Analysis ..... 12

    6.1 Water Sources ..... 12

        6.1.1 Purchased or Imported Water ..... 12

        6.1.2 Groundwater ..... 12

        6.1.3 Surface Water ..... 18

    6.2 Transfer Opportunities ..... 18

    6.3 Future Water Projects ..... 18

    6.4 Recycled Water ..... 19

    6.5 Water Supply Summary ..... 19

7 Water Supply Reliability ..... 20

    7.1 Water Supply Reliability ..... 20

8 Water Supply and Demand Analysis ..... 20

9 Determination of Water Supply Sufficiency ..... 22

    9.1 Determination of Water Supply Sufficiency ..... 22

10 Conditions of Approval ..... 22

11 References ..... 23

Appendix A. Lytle Creek Judgement & Surface Water Purchase Agreement.....	A
Appendix B. Western Judgment .....	B
Appendix C. Rialto Basin Decree .....	C
Appendix D. Chino Basin Watermaster Judgment.....	D
Appendix E. Baseline Feeder Agreement.....	E

## LIST OF TABLES

Table 2-1. Historical Temperature, Rainfall and Reference Evapotranspiration (ETo) Data .....	5
Table 2-2. Historical, Current and Projected Population (1).....	6
Table 4-1 Additional Demand Projections established in the 2015 RUWMP, compared to the Total Project Demand, AFY .....	10
Table 4-2. Water Demand Factors for each Land Use Type .....	10
Table 4-3. Estimated Project Water Demands.....	11
Table 6-1 Historic Groundwater Extractions and Surface Water Diversions from SBBA (AFY) .....	16
Table 6-2. Future Water Supply Projects (1).....	19
Table 6-3. Water Supplies – Historical, AFY .....	19
Table 6-4 Current and Projected Supplies, AFY .....	20
Table 8-1. Normal Year Supply and Demand Comparison, AFY.....	21
Table 8-2. Single Dry Year Supply and Demand Comparison, AFY.....	21
Table 8-3. Multiple Dry Year Supply and Demand Comparison, AFY .....	21

**LIST OF FIGURES**

Figure 2-1. WVWD Water Service Areas (1)..... 4  
Figure 2-2. Historical, Current and Projected Population Trends (1) ..... 6  
Figure 2-3. Planning Areas identified in the 2012 Water Master Plan (2)..... 7  
Figure 3-1. Project Vicinity ..... 8

## 1 INTRODUCTION AND PURPOSE

This Water Supply Assessment (WSA) was prepared on behalf of Frontier Communities for West Valley Water District (WVWD) by Water Systems Consulting, Inc. (WSC) to satisfy the requirements of California Water Code (CWC) Section 10910 (Senate Bill 610) for the Ventana at Duncan Canyon Specific Plan (Project). The Project lies within the City of Fontana.

As required by Senate Bill 610 (SB 610), WVWD is responsible for assessing whether the total projected water supplies available during average, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand for the Project, in addition to WVWD's existing and planned future uses. A water supplier's Urban Water Management Plan (UMWP) serves as a foundational document for a WSA. The water demands for the Project area were included in the projections made in the 2015 San Bernardino Valley Regional Urban Water Management Plan (2015 RUWMP) (1), as submitted to the California Department of Water Resources (DWR) in June 2016. Under this WSA, updated demands for this Project are provided and summarized in Section 4. Additional information from other sources is also incorporated into this WSA to document supplies from all sources, including groundwater and purchased water. Documentation includes identifying and quantifying water rights, contracts, and/or entitlements to the supply. WVWD must provide the results of the assessment to the City, as the Lead Agency, for inclusion in the CEQA document for the project. This WSA includes the following:

- Description of the Project and proposed water demand (Section 3 & 4)
- Overview of WVWD's water system (Section 2)
- Information on WVWD's current and projected water demands in the water service area (Section 5)
- Information on WVWD's current and projected water supplies (Section 6)
- Discussion of WVWD's water service area water supply reliability (Section 7)
- Comparison of WVWD's water service area water supplies and water demands for average, single dry, and multiple dry years (Section 8)
- Determination of WVWD's water service area water supply sufficiency (Section 9)

### 1.1 LEGISLATION

WVWD has determined that the Project is subject to review under CEQA (*Public Resources Code, Section 21000 et seq.*), and the state CEQA Guidelines (*California Code of Regulations, Section 15000 et. seq.*) WVWD has determined that the Project is a "project" as defined in CWC 10912 and has determined that a WSA is required for the Project.

SB 610 amended the Public Resources Code, effective January 1, 2002, to incorporate CWC requirements for certain types of development projects to improve the link between information on water supply availability and certain land use decisions made by cities and counties. SB 610 seeks to promote more collaborative planning between local water suppliers, cities and counties by requiring detailed information regarding water availability to be provided to the city and county decision-makers prior to approval of specified large development projects.

Under SB 610, water suppliers must prepare WSAs for projects meeting certain project size criteria and deliver them to local governments for inclusion in any environmental documentation. The Project requires a WSA because it is a mixed-use project that proposes the construction of residential development in excess of 500 dwelling units as well as commercial uses that exceed the criteria for building square footage.

## 1.2 DEFINITIONS

For the purposes of this WSA, the following defined terms are used:

- **Groundwater Production:** The amount of water produced from the Bunker Hill, Lytle, Rialto-Colton, Riverside North, and Chino Basins. These groundwater supply sources enter WVWD's distribution system based on metered flows at each well. WVWD provided annual groundwater production data for 2011-2019 in addition to 2015 RUWMP data.

Through an agreement with Valley District, WVWD also receives up to 5,000 AFY of groundwater from wells in the Bunker Hill Basin.

- **Surface Water:** The amount of water produced from Lytle Creek.
- **Purchased Water:** The amount of water imported from the State Water Project (SWP) and put into the distribution system based on metered flows at the Lytle Turnout off the San Gabriel Feeder Pipeline.
- **Consumption:** The amount of billed metered water consumed by customers. The Project site does not contain any existing customers; therefore, no existing customer consumption data was analyzed in the preparation of this WSA.
- **Demand:** The amount of water distributed through the entire water system, which is the sum of groundwater production and purchased water. Demand includes non-revenue water, which is equal to the difference between water put into the distribution system and consumption.
- **Non-revenue water:** Unmetered water use and losses from the distribution system due to leaks, unauthorized connections, agency use (e.g., system flushing), or theft.
- **Water demand factor:** The calculated amount of water demand per unit (e.g., acre, sqft, dwelling unit, etc.) of a specific type of use (e.g., land use, development type, business type, etc.).



## 2 PUBLIC WATER SYSTEM OVERVIEW

WVWD is located in the southwest region of San Bernardino County, California, and serves the Cities of Rialto, Fontana, Colton, and Jurupa Valley, and unincorporated areas of San Bernardino County. Figure 2-1 shows WVWD's service area.

The Project is located entirely within the WVWD's northern section. WVWD's total water service area encompasses approximately 31 square miles and is located approximately 50 miles east of Los Angeles. WVWD is bounded by the City of Fontana to the west, the City of San Bernardino to the east, the U.S. Forest Service boundary to the north, and the County of Riverside to the south.

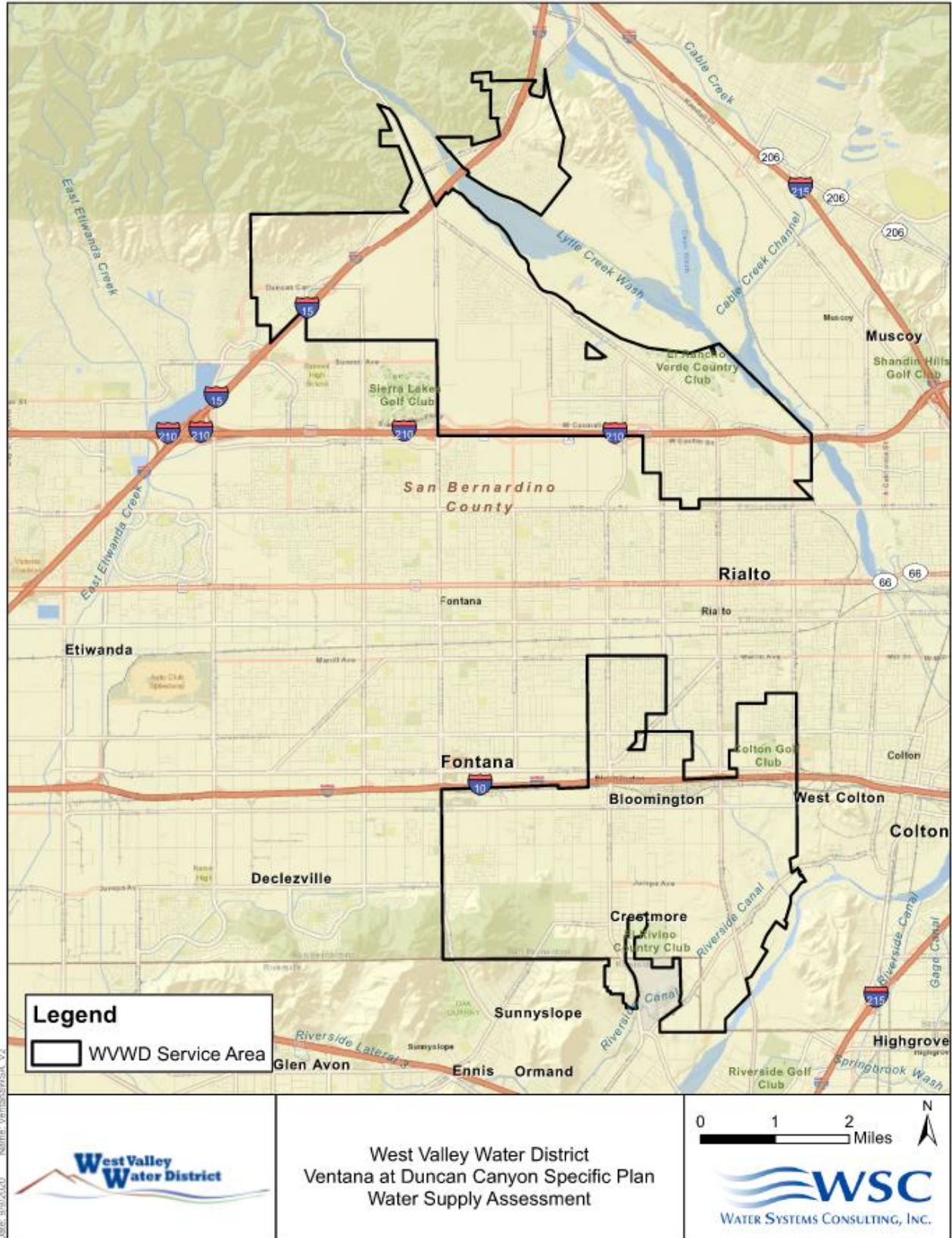


Figure 2-1. WVWD Water Service Areas (1)

## 2.1 CLIMATE

WVWD's climate is characterized by hot, dry summers and mild, wet winters. Table 2-1 presents average climate data for the service area, including temperature, rainfall and reference evapotranspiration (ET<sub>o</sub>). As shown in Table 2-1, the warmest months of the year are July and August, with an average temperature of 78 degrees Fahrenheit (°F), while the coldest month of the year is January with an average temperature of 52°F.

The annual average precipitation at WVWD is about 1.3 inches. As shown in Table 2-1, the majority of the rainfall occurs in the months of December through March. January and February are the wettest months with an average rainfall of approximately 3 inches.

**Table 2-1. Historical Temperature, Rainfall and Reference Evapotranspiration (ET<sub>o</sub>) Data**

	Average Temperature (°F)	Average Precipitation (in.) <sup>1</sup>	Average Standard ET <sub>o</sub> (in.) <sup>2</sup>
<b>January</b>	52.4	3.22	2.53
<b>February</b>	54.6	3.25	2.87
<b>March</b>	56.7	2.86	4.30
<b>April</b>	60.9	1.29	5.38
<b>May</b>	65.6	0.47	5.82
<b>June</b>	71.3	0.09	6.76
<b>July</b>	77.7	0.04	7.38
<b>August</b>	77.7	0.15	7.09
<b>September</b>	73.9	0.33	5.51
<b>October</b>	66.5	0.71	3.97
<b>November</b>	58.6	1.32	2.89
<b>December</b>	53.3	2.38	2.38

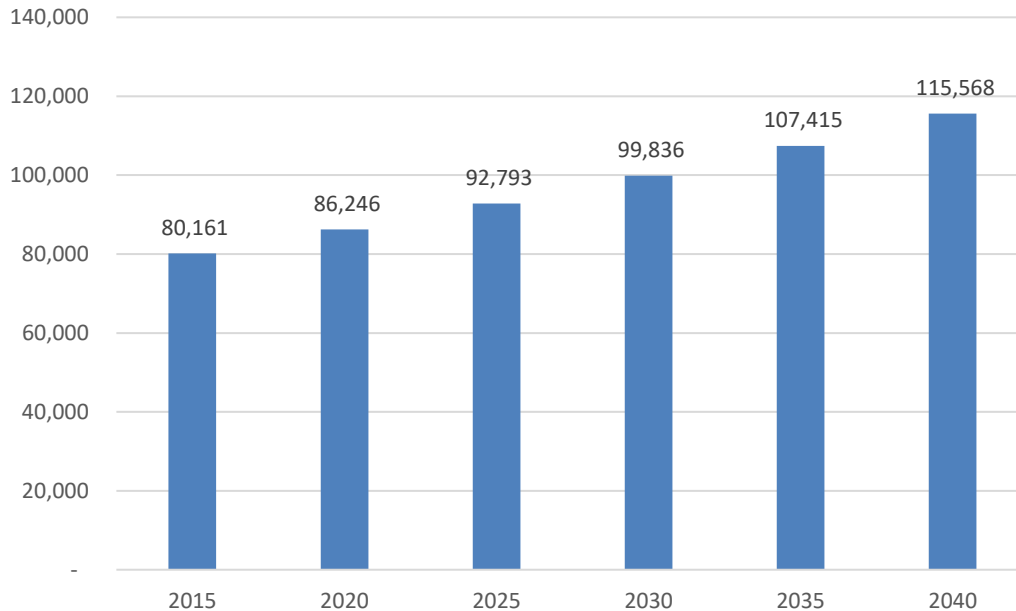
Notes:  
<sup>1</sup>NOAA weather station 0407723 in San Bernardino; data from 1893 through 2004; <http://wrcc.dri.edu>;  
<sup>2</sup>CIMIS weather station 44 at University of California, Riverside; data from 1986 through 2015; <http://www.cimis.water.ca.gov/>

## 2.2 SERVICE AREA POPULATION

The historical, current, and projected populations for WVWD's water service area are shown in Table 2-2. The population projections were prepared as part of the 2015 RUWMP and based on number of connections WVWD serves and the 2012 Adopted Growth Forecast developed by the Southern California Association of Governments (SCAG).

**Table 2-2. Historical, Current and Projected Population (1)**

	2015	2020	2025	2030	2035	2040
<b>WVWD Water Service Area Population</b>	80,161	86,246	92,793	99,836	107,415	115,568



**Figure 2-2. Historical, Current and Projected Population Trends (1)**

### 2.2.1 Other Demographic Factors

The Ventana at Duncan Canyon Specific Plan (SP) area is located in the Ventana Major Developable Land and includes all land identified within this boundary as identified in the 2012 WMP (2). Growth within the Ventana Major Developable Land is projected to include residential, commercial, and parks. Figure 2-3 summarizes the known Major Developable Land areas within WVWD.

To make sure the demographic factors impacting the Ventana at Duncan Canyon SP are accurately captured, the growth rates utilized for projections calculated for this WSA are based on the most current and detailed data available from the 2015 RUWMP.

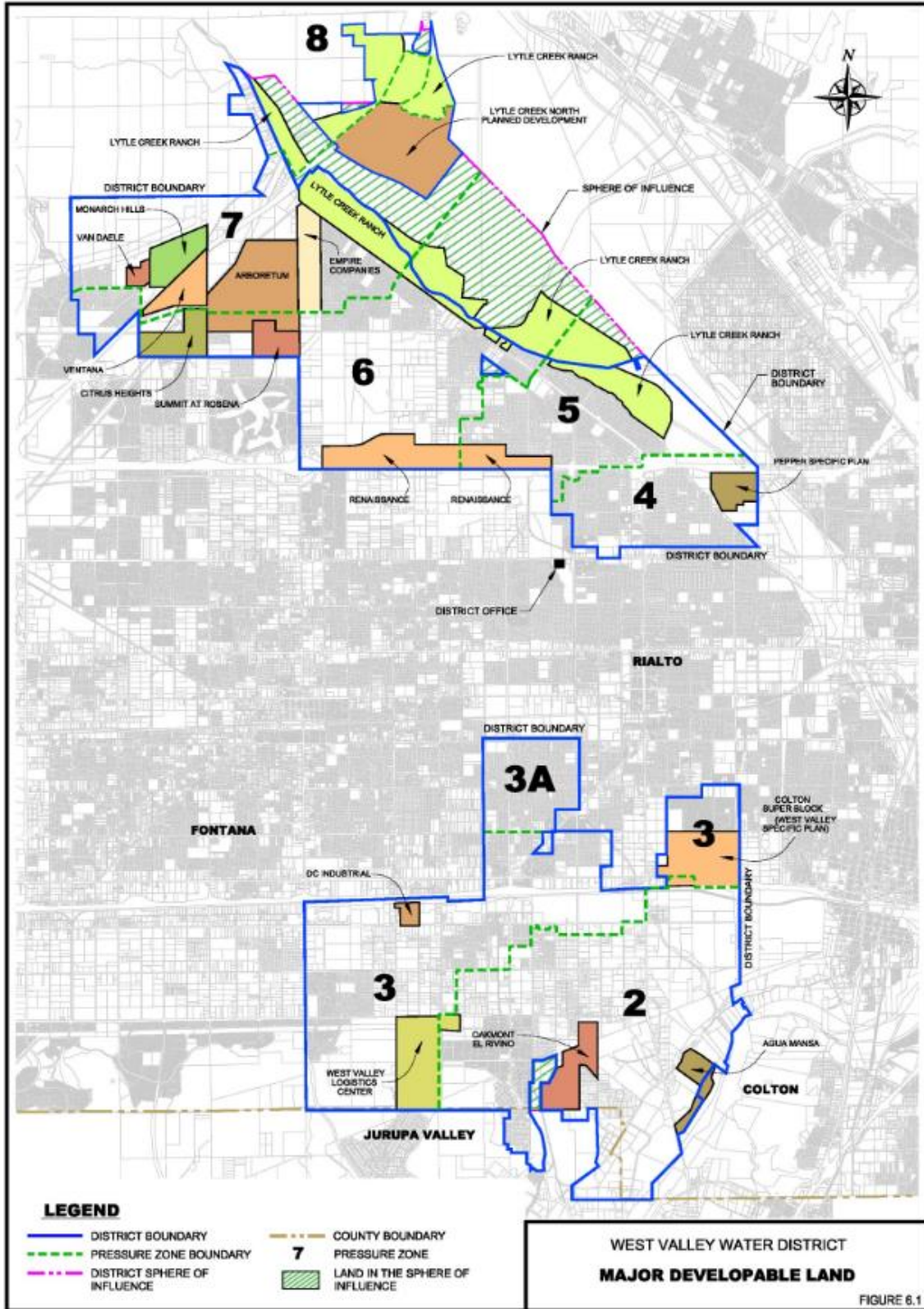


Figure 2-3. Planning Areas identified in the 2012 Water Master Plan (2)

### 3 PROJECT DESCRIPTION

The Project area consists of 105 acres in the northern portion of the City of Fontana, California, north of Lytle Creek Rd and east of Interstate-15. The Project site lies within pressure zone 7 of the northern section of WVWD’s water service area, a public water system as defined in CWC Section 10912. Figure 3-1 depicts the Project location relative to WVWD’s northern service area boundary.

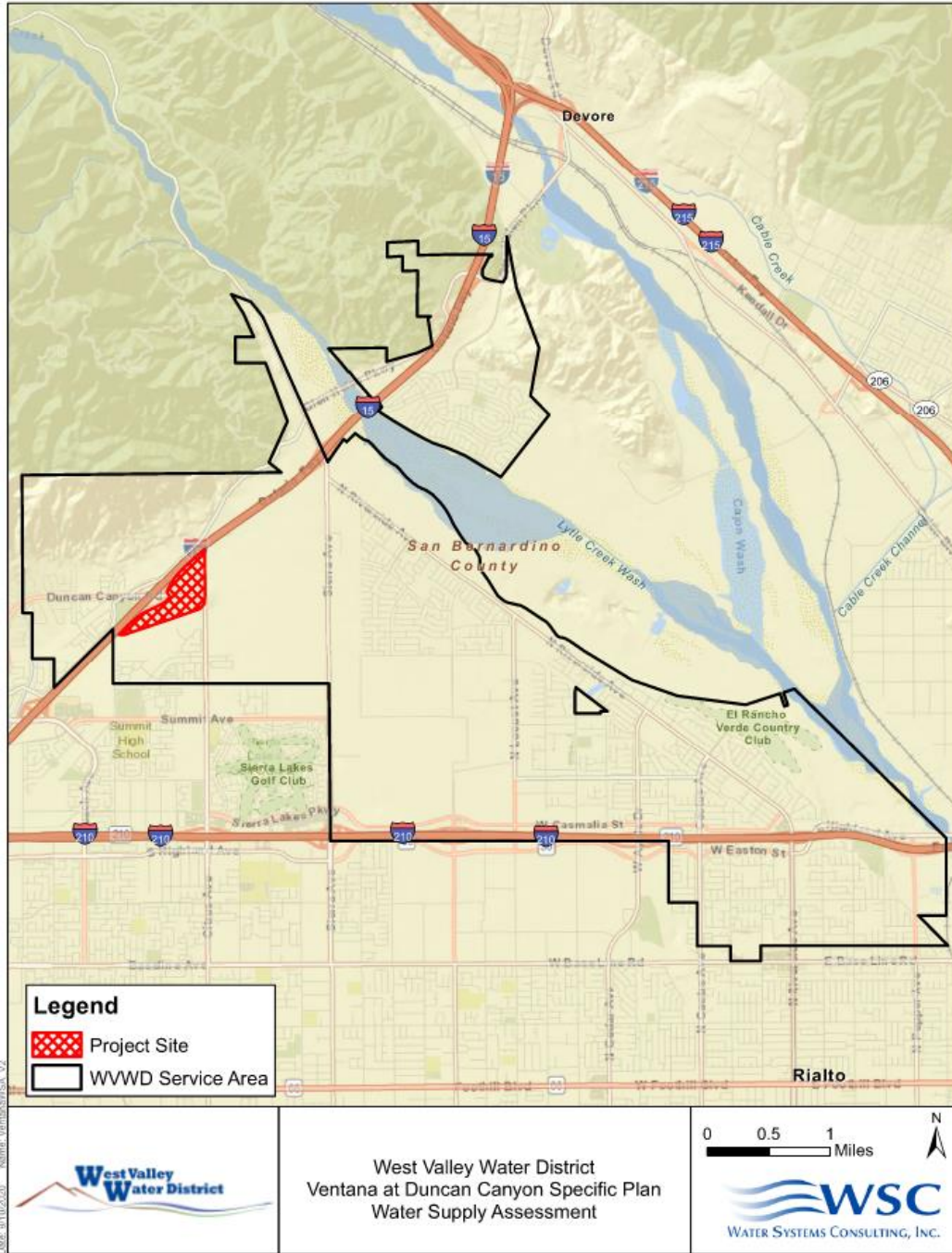


Figure 3-1. Project Vicinity

The land within the Project site is vacant, approximately all 105 acres. At the time this report was prepared, WVWD had a conceptual development scenario from Frontier Communities that featured net area for each planning area within the development. Demands were calculated based on net area for each phase. Future land uses are anticipated to include commercial, light manufacturing, office space, restaurants, retail, and medium to high density residential.

## 4 PROJECT WATER DEMAND

WVWD's 2015 RUWMP was based on existing and future water demands. The 2015 RUWMP projected future water use using two factors using a gallons per capita per day (GPCD) methodology: the expected growth in service area population, and the expected change in per-capita consumption. For future populations, the Southern California Association of Governments (SCAG) 2012 Adopted Growth Forecast was used for population projections in 2020 and in 2035 inside each of approximately 4,000 traffic analysis zones (TAZ) that cover southern California. GIS software was used to intersect WVWD's service area with the SCAG projections to calculate an estimated annual growth rate of approximately 1.5 percent for the WVWD service area. This growth rate was applied for years beyond 2015. The GPCD methodology (described in Section 5) assumes that all water use categories will grow at the same rate as population. SCAG's forecast used local planning data to estimate population. The planning data available at the time was assumed to include the Project area, therefore it incorporated a population growth estimate from the Project area. Per CWC Section 10910(c)(1), the Project's revised demands need to be accounted for in this WSA. Sections 4 and 5 present the methodology used to reconcile the 2015 RUWMP demand projections with the updated Project demands.

SCAG's population forecast data is not granular enough to determine how much population was assumed to come from the Project area. Therefore, if the additional projected demand from 2015 to 2030 is higher than the estimated Project demand, then it is assumed that demands for the Project were accounted for in the 2015 RUWMP. The 2015 RUWMP projected an additional Multi-Family Residential demand of 142 AFY by 2025 and 191 AFY by 2030 as well as an additional Commercial demand of 408 AFY by 2025 and 549 AFY by 2030. The Project's demands by 2025 and 2030 are less than the 2015 RUWMP projection for additional demands, as summarized in

Table 4-1. Since the 2015 RUWMP projections for additional demands are greater than the calculated Project demands, the 2015 RUWMP's supply and demand projections accounted for the Project. Information from the 2015 RUWMP was used for this WSA and is described in detail in the following sections.

**Table 4-1 Additional Demand Projections Established in the 2015 RUWMP, Compared to the Total Project Demand, AFY**

Use Type	Actual 2015 Demand	2015 RUWMP Demand, 2025	2015 RUWMP Demand, 2030	2025 – 2015 Difference (Additional Demand)	2030 – 2015 Difference (Additional Demand) <sup>1</sup>	Total Project Demand	Total Project Demand Compared to 2030 Projection <sup>1</sup>
<b>Multi-Family</b>	504	646	695	142	191	175	16
<b>Commercial</b>	1,453	1,861	2,002	408	549	183	366

<sup>1</sup>The excess in demand from 2030-2015 demonstrates an over-projection in the 2015 RUWMP. The total Project demand is less than the over-projection for 2030; therefore, the Project was included in demand estimates established in the 2015 RUWMP.

#### 4.1 PROJECT WATER DEMAND PROJECTIONS

Water demand factors were applied to projected development units (acres) for each use type to estimate Project demands. Water demand factors were selected from the 2012 Water Master Plan (2) and applied to the Project land uses. The estimated water demand factors applied to the Project's future land use categories are provided in Table 4-2.

Although there is potential for the Project's land uses to vary according to densities for each respective land use and zoning category, the land use and development units used to estimate Project water demands were based on the development units provided by Frontier Communications, as shown in Table 4-3. As summarized in Table 4-3, the total estimated water demand for the Project is 358 AFY. If the actual land uses and development change from these assumptions, the associated water demand may change and would need to be reevaluated.

**Table 4-2. Water Demand Factors for each Land Use Type**

Land Use	Water Demand Factor, gpm/ac <sup>1</sup>
Commercial	2.43
Regional Mixed Use	2.62
Medium or Medium High Density Residential	2.62

<sup>1</sup>Demand Factor based on Table 5-1 of the 2012 Water Master Plan (2).



Table 4-3. Estimated Project Water Demands

Phase	Time Frame	Planning Area	Land Use(s)	Net Residential Area (acre)	Net Non-Residential Area (acre)	Non-Residential (sqft)	Demand Factor (gpm/ac) <sup>1</sup>	Project Residential Demand (AFY)	Project Commercial Demand (AFY)	Project Demand by Phase (AFY)
Phase 1	0 – 5 Years	1	Mid-rise Hotel, Retail, Restaurants	-	5.75	116,000	2.43	-	22.5	157
		5	Medium or Medium High Density Residential	16.76	-	-	2.62	70.7	-	
		6	Medium Density Residential	11.7	-	-	2.62	49.4	-	
		8	Retail, Restaurants	-	3.64	32,500	2.43	-	14.2	
Phase 2	5 - 10 Years	2	Mixed Use, Retail, Office, Residential	-	11.37	104,000	2.62	-	48.0	201
		3	Office, R & D, Light Manufacturing	-	5.05	100,000	2.43	-	19.8	
		4	Office, R & D, Retail	-	7.45	114,000	2.43	-	29.1	
		7	Medium Density Residential	12.95	-	-	2.62	54.6	-	
		9	Mixed Use, Retail, Restaurant	-	2.61	8,000	2.62	-	11.0	
		10	Office, R & D, Light Manufacturing	-	9.86	100,000	2.43	-	38.6	
<b>Total</b>				<b>41.4</b>	<b>45.7</b>	<b>574,500</b>				<b>358</b>

<sup>1</sup>Demand Factors sources described in Table 4-2.

## 5 WVWD WATER SERVICE AREA WATER DEMAND

The GPCD metric provides a way to gauge water use per person historically in order to project expected future demand patterns based on population projections. In the 2010 UWMP, WVWD calculated a baseline water use of 316 GPCD. WVWD used Target Method 4 to calculate a compliance water use target of 254 GPCD for 2020, and an interim water use target of 285 GPCD for 2015. In 2010, the actual consumption was calculated as 236 GPCD.

For the 2015 UWMP cycle, DWR had made a GIS-based Population Tool available to calculate service area population using Census Bureau data. WVWD used this tool to re-calculate its service area population, baseline per-capita use, and compliance targets. Details on per-capita use and targets are provided in the 2015 RUWMP.

This Project demands are accounted for in the 2015 RUWMP projections and do not affect District-wide GPCD. WVWD expects to meet or be below its required District-wide SB7 GPCD targets with or without the Project Demand.

## 6 WATER SUPPLY ANALYSIS

### 6.1 WATER SOURCES

WVWD utilizes three primary sources for drinking water supply: local surface water from the east side of the San Gabriel Mountains, including North Fork Lytle Creek, Middle Fork Lytle Creek, and South Fork Lytle Creek; groundwater; and imported water from the State Water Project (SWP). Groundwater is the primary source of supply. WVWD's distribution system is divided into eight pressure zones and utilizes 25 reservoirs for a total storage capacity of 72.6 million gallons (MG). WVWD also operates a 14.4 MGD water filtration facility. The following sections describe each water source in more detail and a summary of water supply purchases and production is provided in Table 6-3.

#### 6.1.1 Purchased or Imported Water

WVWD purchases SWP water from the San Bernardino Valley Municipal Water District (Valley District) through the Lytle Turnout off the San Gabriel Pipeline Feeder. SWP water is treated at WVWD's Oliver P. Roemer Water Filtration Facility (WFF) and used for potable supply, or can be used to supply non-potable customers, or for groundwater recharge in the Lytle Creek Basin. In 2006, the WFF was expanded to increase production capacity to 14.4 MGD and will be expanded to have a capacity of 21.6 MGD. WVWD has utilized SWP water through the Lytle Turnout since 1999.

#### 6.1.2 Groundwater

WVWD draws approximately 46% of its water supply from its wells (3). WVWD's normal operating practice is to pump its wells 16 hours a day during off peak hours to take advantage of Southern California Edison's time of use rate. If, for some reason, wells are not in service (maintenance or repair), WVWD has the ability and the right to pump its wells up to 24 hours per day. WVWD has approximately 32 MGD production capability from all its wells in operation 24 hours per day.

WVWD extracts groundwater from five regional groundwater basins: Bunker Hill, Lytle Creek, Rialto-Colton, Riverside North, and Chino Basins. All five basins have been adjudicated and are managed. Details on adjudication and management are provided in the 2015 RUWMP.

WVWD, in a joint venture with the City of Rialto and Valley District, constructed 25,000 feet of 48-inch transmission line known as the Baseline Feeder. Through an agreement with Valley District, WVWD can receive up to 5,000 AFY of supply through this transmission line. WVWD has received water through the Baseline Feeder since 1998.

WVWD's historical production for 2015 through 2019 is shown in Table 6-3.

#### **6.1.2.1 San Bernardino Basin Area**

The San Bernardino Basin Area (SBBA) was defined by, and adjudicated in gross, by the Western-San Bernardino Judgment (Western Judgment) in 1969. The SBBA has a surface area of approximately 141 square miles and lies between the San Andreas and San Jacinto faults. The basin bordered on the northwest by the San Gabriel Mountains and Cucamonga fault zone; on the northeast by the San Bernardino Mountains and San Andreas fault zone; on the east by the Banning fault and Crafton Hills; and on the south by a low, east-facing escarpment of the San Jacinto fault and the San Timoteo Badlands. Alluvial fans extend from the base of the mountains and hills that surround the valley and coalesce to form a broad, sloping alluvial plain in the central part of the valley. The SBBA encompasses the Bunker Hill sub basin (DWR Number 8.02-06) defined by DWR and also includes a small portion of the Yucaipa Basin (8-02.07) and the Rialto-Colton Basin (8-02.04) as defined by DWR. The SBBA also encompasses surface water.

The Western Judgment established the natural safe yield of the SBBA to be a total of 232,100 AF per year (AFY) for both surface water diversions and groundwater extractions (see Appendix B. Western Judgment Appendix A. Lytle Creek Judgement & Surface Water Purchase Agreement). Surface water is diverted from Mill Creek, Lytle Creek, and the SAR. The average surface water diversions in the SBBA for direct use from 1968 to 2000 were 39,000 AFY.

The Western Judgment allocates 64,862 AFY of the safe yield, which equates to 27.95 percent, to the Plaintiffs. The Plaintiffs include the City of Riverside (the successor to the Riverside Water Company and the Gage Canal Company), Riverside Highland Water Company, Meeks & Daley Water Company, and Regents of the University of California. The Riverside County agencies may not exceed their allocation unless they participate in "New Conservation" (explained below).

The Non-Plaintiffs' (agencies within San Bernardino County, including the District) rights were defined in the Judgment as 167,238 AFY, which equates to 72.05 percent of the safe yield. San Bernardino agencies are allowed to extract more than 167,238 AFY from the SBBA, as long as they import and recharge a like amount of water into the SBBA. The Western-San Bernardino Watermaster provides an annual accounting of both the plaintiff and non-plaintiff extractions and a comparison to the safe yield. The Watermaster bases the Valley District replenishment water requirement on the cumulative accounting of non-plaintiff extractions. If the cumulative extractions are less than the cumulative safe yield, there is a groundwater "credit" in the basin. In years when cumulative extractions are greater than their allocation, a "debit" is given. Recharge is also required to offset the export of water outside the SBBA in excess of the amount recorded during the base period (1959-1963). Credits are earned for any new supplies such as stormwater capture. As of the accounting performed for the 2015 Annual Western-San Bernardino Watermaster Report, the Non-Plaintiffs have 104,994 AF of net credit accumulated in the SBBA and are, therefore, not required to recharge. Although there is no recharge requirement under the Judgment, the Non-Plaintiffs have continued to recharge the SBBA.

#### 6.1.2.2 Lytle Creek Sub Basin

Lytle Creek Basin is part of the SBBA, and it is not identified as a separate sub-basin in DWR Bulletin 118-2003; however, the sub basin is an integral part of the Upper Santa Ana Valley Groundwater Basin and a major recharge area for both the Bunker Hill and Rialto-Colton sub basins. Historically, local agencies have recognized Lytle Creek sub basin as a distinct groundwater sub basin. In the Western Judgment, the Bunker Hill and Lytle Creek sub basins are combined into the SBBA. However, the three separate water-bearing zones and intervening confining zones of the Bunker Hill sub basin are not observed in the Lytle sub basin. Sediments within the Lytle sub basin are, for the most part, highly permeable, and the aquifer has a high specific yield. High permeability and specific yield tend to result in an aquifer that responds rapidly to changes in inflow (precipitation and streamflow) and outflow (groundwater pumping, streamflow, and subsurface outflow).

Lytle Creek sub basin is adjoined on the west by the Rialto-Colton sub basin along the Lytle Creek fault, and on the east and southeast by the Bunker Hill sub basin along the Loma Linda fault and Barrier G. The northwestern border of the sub basin is delineated by the San Gabriel Mountains, and runoff from the mountains flows south/southeast through Lytle and Cajon Creeks into the basin.

Numerous groundwater barriers are present within Lytle Creek sub basin, resulting in six compartments within the sub basin. Barriers A through D divide the northwestern portion of the sub basin into five sub-areas and the southeastern portion of the sub basin comprises the sixth sub-area. Barrier F divides the northwestern sub-areas from the southeastern sub-area. Studies have shown that the groundwater barriers are less permeable with depth. When groundwater levels are high during wet years, more leakage occurs across the barriers than when groundwater levels are lower (i.e., during dry years). The amount of pumping in each sub-area, in large part, controls the movement of groundwater across the barrier within the older alluvium but not the younger alluvium.

It is important to note that the water rights in Lytle Creek are set forth in long-standing court judgments governing the rights of the parties in that basin. The Lytle Creek Basin was adjudicated under the 1924 Judgment No. 17,030 from the Superior Court of San Bernardino County (Lytle Creek Judgment) and is managed by the Lytle Creek Water Conservation Association, which is made up of the successors to the stipulated parties of the judgment (see Appendix A. Lytle Creek Judgement & Surface Water Purchase Agreement). Table 6-1 shows historical extractions from the SBBA for years 2010-2018. Data for 2019 was unavailable at the time of preparation of this WSA.

Table 6-1 Historic Groundwater Extractions and Surface Water Diversions from SBBA (AFY)

Entity	2010	2011	2012	2013	2014	2015	2016	2017	2018
<b>Non-Plaintiffs</b>									
Bear Valley Mutual Water Company (a)	17,524	16,862	15,560	15,259	17,102	15,166	12,746	33,868	14,972
City of Colton (a)	4,740	4,783	6,222	5,170	4,879	4,405	3,044	3,842	3,695
East Valley Water District (a)	18,120	18,408	19,538	18,796	17,896	13,500	12,791	15,214	14,545
City of Loma Linda (a)	4,863	5,401	5,776	5,571	5,449	4,670	4,708	5,070	5,158
City of Redlands (a)	28,960	31,908	31,918	29,641	29,100	18,524	16,319	24,216	21,710
City of Rialto (a)	5,325	3,377	3,109	4,082	4,132	3,726	4,291	3,885	4,413
San Bernardino Valley MWD (a)	291	618	3,790	7,485	8,178	6,874	5,643	4,921	6,327
City of San Bernardino (a)	49,185	50,331	50,250	46,853	44,798	37,415	36,519	38,478	40,158
West Valley Water District (a)	7,986	7,697	8,637	7,723	6,397	7,047	4,862	7,108	6,966
Yucaipa Valley Water District (a)	166	97	120	220	154	5	162	110	178
Other Agencies in San Bernardino and Private Entities (b)	16,474	19,288	23,053	17,597	15,062	12,176	10,260	11,431	11,295
<b>Subtotal for Non-Plaintiffs</b>	<b>153,634</b>	<b>158,770</b>	<b>167,973</b>	<b>158,397</b>	<b>153,147</b>	<b>123,508</b>	<b>111,345</b>	<b>148,143</b>	<b>129,417</b>
<b>Plaintiffs</b>									
Riverside Highland Water Company (c)	1,136	1,655	2,135	2,873	2,077	3,400	3,040	1,903	2,641
Agencies in Riverside County (d)	52,987	54,151	60,159	60,885	57,072	57,942	54,406	58,228	57,659
<b>Subtotal for Plaintiffs</b>	<b>54,123</b>	<b>55,806</b>	<b>62,294</b>	<b>63,758</b>	<b>59,149</b>	<b>61,342</b>	<b>57,446</b>	<b>60,131</b>	<b>60,300</b>
<b>Total</b>	<b>207,757</b>	<b>214,576</b>	<b>230,267</b>	<b>222,155</b>	<b>212,296</b>	<b>184,850</b>	<b>168,791</b>	<b>208,274</b>	<b>189,717</b>

## Notes:

- (a) Data from Volume 1 of the Western-San Bernardino Watermaster Annual Report for 2015 and 2018.
- (b) Includes Crafton Water Company, Devore Water Company, Fontana Union Water Company, Loma Linda University, Mentone Citrus Growers, Mount Vernon Water Company, Mountain View Generating Station, Muscoy Mutual Water Company, San Bernardino County – Facility Management, Tennessee Water Company, Terrace Water Company, and Redlands water Company. Data from Volume 1 of the Western-San Bernardino Watermaster Annual Report for 2015 and 2018.
- (c) Riverside-Highland Water Company's service area extends into both San Bernardino and Riverside counties. However, Riverside-Highland Water Company is a Plaintiff within the Western Judgment and therefore extractions for Riverside-Highland are typically included with those of Riverside County entities. Data from Table No. 11, Western-San Bernardino Watermaster Annual Report for 2015 and 2018.
- (d) Includes Agua Mansa Water Company and Meeks & Daley Water Company, Regents of the University of California, and the City of Riverside. Data from Table Nos. 10, 12, and 13 of the Western-San Bernardino Annual Report for 2015 and 2018.

### 6.1.2.3 Rialto-Colton Basin

The Rialto-Colton subbasin underlies a portion of the upper Santa Ana Valley in southwestern San Bernardino County and northwestern Riverside County. This subbasin is about 10 miles long and varies in width from about 3.5 miles in the northwestern part to about 1.5 miles in the southeastern part. This subbasin is bounded by the San Gabriel Mountains on the northwest, the San Jacinto fault on the northeast, the Badlands on the southeast, and the Rialto-Colton fault on the southwest.

The District and its predecessors have been utilizing the Rialto Basin for water supply for more than 80 years. The Rialto Basin was adjudicated under the 1961 Decree No. 81,264 from the Superior Court of San Bernardino County (Rialto Basin Decree) (see Appendix C. Rialto Basin Decree). Groundwater storage capacity of the basin is about 210,000 AF (DPW 1934), with an estimated 120,000 AF for the Rialto portion of the sub-basin and about 93,000 AF for the Colton portion. The basin shows quick rises of water levels during high precipitation years and slower decline over several years.

Under normal conditions, when the basin is not in adjudication, the District has unlimited extraction rights. During drought conditions when the adjudication is in effect, the District's extraction right ranges from 3,067 AFY in the most severe drought periods to a maximum of 6,134 AFY. Existing wells in the Rialto Basin have the capacity to extract up to 10,000 AFY during normal conditions.

### 6.1.2.4 North Riverside Basin

The North Riverside Basin (the portion of the Riverside Basin Area in San Bernardino County) is part of the 1969 Judgment No. 117,628 (see Appendix B. Western Judgment), under the Bunker Hill Basin. The Riverside Groundwater Basin is a large alluvial fill basin that is bounded by major faults and topographic barriers. Recharge to the basin occurs by the underflow from basins to the north, contributions from the Santa Ana River, and from percolation of surface water runoff from the surrounding uplands, in particular the Box Spring Mountains to the east. The District, which has no limits or restrictions on groundwater pumping in the basin, has been utilizing the North Riverside Basin for water supply for more than 60 years.

Extractions from the North Riverside Basin for use in Riverside County are limited to 21,085 AFY by the Judgment. Extractions for use in San Bernardino County are unlimited, provided that water levels at three index wells in the Rialto-Colton and Riverside North Basins stay above 822.04 feet MSL. The 2015 Integrated Regional Water Management Plan provided an estimate of 30,100 AFY as the sustainable supply from North Riverside for use in San Bernardino County, based on extractions from 1996 to 2005.

### 6.1.2.5 Chino Basin

The Chino Basin is an adjudicated basin managed by the Chino Basin Watermaster. The Chino Sub basin lies in the southwest corner of San Bernardino County. The Chino Sub basin is bordered to the east by the Rialto-Colton fault. In the other three directions, the Chino Sub basin is ringed by impermeable mountain rock, the San Gabriel Mountains to the north, the Jurupa Mountains and Puente Hills to the south and southwest. Average annual precipitation across the basin is 17 inches. This part of the San Bernardino Valley is drained by San Antonio Creek and Cucamonga Creek southerly to the Santa Ana River.

On January 2, 1975, several Chino Basin producers filed suit in California State Superior Court for San Bernardino County (the "Court") to settle the problem of allocating water rights in the Chino Basin. On January 27, 1978, the Court entered a judgment in Chino Basin Municipal Water District v. City of Chino et al. (Chino Basin Watermaster Judgment) adjudicating water rights in the Chino Basin and establishing the Chino Basin Watermaster. The Judgment adjudicated all groundwater rights in Chino Basin and contains a physical solution to meet the requirements of water users having rights in or dependent upon the Chino Basin. The Judgment also appointed the Watermaster to account for and implement the management of the Chino Basin. The Judgment declared that the initial operating safe yield of the Chino Basin is 145,000 AFY. The Basin is managed through implementation of the Chino Optimum Basin Management Plan. Per the Judgment, the District has a minimum of approximately 1,000 AFY of extraction rights. Extractions above that amount must be replenished with SWP water through a program with the Chino Basin Watermaster.

### 6.1.3 Surface Water

WVWD has the right to divert and export out of the Lytle Creek Region 2,290 gpm when it is available. WVWD can also purchase an additional 1,350 gpm of Lytle Creek flows through an agreement with the City of San Bernardino (San Bernardino is not able to utilize their surface water flows), which is treated at the Oliver P. Roemer WFF. WVWD also utilizes Lytle Creek surface water flows for groundwater recharge in the Lytle Creek Basin.

## 6.2 TRANSFER OPPORTUNITIES

WVWD currently has interconnections with the Fontana Water Company, Marygold Mutual Water Company, Valley District, and the Cities of Rialto, Colton and San Bernardino which can be utilized as needed for short-term supply needs. These connections are not typically used for extended periods.

## 6.3 FUTURE WATER PROJECTS

To meet future demands within the system, WVWD plans to rehabilitate existing wells, drill new wells, and equip wells with wellhead treatment if required. These wells are planned for various groundwater basins and pressure zones within the distribution system.

WVWD has expanded the Oliver P. Roemer Water Filtration Facility to allow additional treatment of SWP water when available. A future expansion of the plant will increase the ultimate capacity of the facility to 21.6 MGD.

When planning future water supply sources, WVWD selects projects that will provide sufficient supply to meet peak day demands. When possible, these sources are planned by pressure zone, thereby reducing the need to lift water to a higher zone. WVWD currently pumps its wells 16 hours per day to take advantage of Southern California Edison's reduced off peak pumping rate. This pumping schedule lowers overall costs and allows WVWD operational flexibility.



As development progresses and increases demands are placed on the system, WVWD will determine which projects to implement. Although WVWD may not need to utilize each source to its full potential, construction of these water supply projects gives WVWD this option should one of more source be off-line due to maintenance. Known future supply developments are listed in Table 6-2.

**Table 6-2. Future Water Supply Projects (1)**

Name of Project	Capacity	Description	Date Supply Available
<b>Expansion of Oliver P. Roemer WFF</b>	21.6 MGD	Expansion to allow additional treatment of SWP water, when available and to be used during an average year.	2025

## 6.4 RECYCLED WATER

WVWD does not currently have a recycled water distribution system. WVWD's plans for recycled water are still preliminary, and the expected beneficial use has not been quantified.

To the extent feasible, if and when recycled water is available to WVWD, this water will be offered to WVWD customers.

## 6.5 WATER SUPPLY SUMMARY

WVWD's historical current, and projected water supplies are summarized in Table 6-3. These quantities are based on projected demands established in the 2015 UWMP.

**Table 6-3. Water Supplies – Historical, AFY**

Water Supply	Additional Detail on Water Supply	2015	2016	2017	2018	2019
<b>Groundwater</b>	Lytle Creek	2,159	1,850	2,365	2,416	2,572
	Riverside North	2,065	2,745	1,089	1,542	1,301
	Rialto-Colton	2,505	2,123	3,923	3,353	2,779
	Bunker Hill	1,520	1,351	2,300	2,002	891
	Chino	0	0	0	0	0
<b>Purchased or Imported Water</b>	SWP Water	2,244	2,839	2,653	4,042	3,649
	Baseline Feeder	4,367	3,380	3,151	3,701	3,512
<b>Surface Water</b>	Lytle Creek	2,271	2,026	4,540	3,748	4,023
<b>Total</b>		<b>17,131</b>	<b>16,314</b>	<b>20,021</b>	<b>20,804</b>	<b>18,727</b>

WVWD plans to utilize a greater amount from each of its supply sources, up to the legal rights and availability. WVWD's available supplies for future years are summarized in Table 6-4.

Table 6-4 Current and Projected Supplies, AFY

Water Supply	Additional Detail on Water Supply	2020	2025	2030	2035	2040
<b>Groundwater</b>	SBBA Groundwater (Bunker Hill/Lytle)	9,500	14,000	17,000	19,500	19,500
	Riverside North	2,500	3,500	4,000	4,500	4,500
	Rialto-Colton	4,500	6,000	6,000	6,000	6,000
	Chino	0	900	900	900	900
<b>Purchased or Imported Water</b>	SWP Water	7,000	7,000	7,000	7,000	7,000
	Baseline Feeder	5,000	5,000	5,000	5,000	5,000
<b>Surface Water</b>	Lytle Creek	5,500	5,500	5,500	5,500	5,500
<b>Total</b>		<b>34,000</b>	<b>41,900</b>	<b>45,400</b>	<b>48,400</b>	<b>48,400</b>

## 7 WATER SUPPLY RELIABILITY

### 7.1 WATER SUPPLY RELIABILITY

During normal and wet years, Valley District uses SWP for groundwater recharge. Therefore, this water is available for production during dry years. Through its use of groundwater storage, Valley District does not anticipate a reduction in the availability of SWP water during single or multiple dry years.

Due to the size of the groundwater basins utilized by WVWD, a single dry year will not affect well production. The annual amount produced in historical normal, single dry, or multiple dry water years from a basin does not give an accurate representation of potential basin production. Factors such as lower system demand, cost of pumping, inoperable wells, pumping duration, replenishment costs, water quality, cost of supply and the ability to treat water all affect annual basin production numbers.

WVWD has utilized up to 5,500 AFY during normal times from Lytle Creek surface flows and projects a minimum of 2,130 AFY during extended drought conditions. WVWD and its predecessors have utilized Lytle Creek surface flows for water supply for more than 130 years.

## 8 WATER SUPPLY AND DEMAND ANALYSIS

There has been a historical trend associated with drier years and an increase in water use among agencies. Conservation efforts have proven to be effective in decreasing water use in dry years, such as the historical drought of 2013-2015.

In the 2015 RUWMP, WVWD had estimated that demands could increase by 10 percent during a single dry year. During a multiple dry year period, it is expected that conservation messaging and restrictions would lead to consumption dropping back down to normal year levels in the second dry year and falling an additional 10 percent in the third dry year.

Table 8-1 presents a comparison of supply and demand projections in an Average Year, Table 8-2 presents a comparison of supply and demand projections for a Single Dry Year, and Table 8-3 presents a comparison of supply and demand projections for multiple dry years.

**Table 8-1. Normal Year Supply and Demand Comparison, AFY**

Totals	2020	2025	2030	2035	2040
<b>Supply Totals<sup>2</sup></b>	34,000	41,900	45,400	48,400	48,400
<b>Demand Totals</b>	20,799	22,256	23,802	25,492	27,312
<b>Difference</b>	13,201	19,644	21,598	22,908	21,088
<b>Notes:</b>					
1. Information provided in the 2015 RUWMP.					
2. Supply totals updated in this WSA.					

**Table 8-2. Single Dry Year Supply and Demand Comparison, AFY**

Totals	2020	2025	2030	2035	2040
<b>Supply Totals</b>	33,030	38,530	42,030	45,030	45,030
<b>Demand Totals</b>	22,879	24,481	26,183	28,041	30,043
<b>Difference</b>	10,151	14,049	15,847	16,989	14,987
<b>Note:</b>					
1. Information provided in the 2015 RUWMP.					

**Table 8-3. Multiple Dry Year Supply and Demand Comparison, AFY**

Year	Totals	2020	2025	2030	2035	2040
<b>First Year</b>	Supply Totals	33,030	38,530	42,030	45,030	45,030
	Demand Totals	22,879	24,481	26,183	28,041	30,043
	Difference	10,151	14,049	15,847	16,989	14,987
<b>Second Year</b>	Supply Totals	33,030	38,530	42,030	45,030	45,030
	Demand Totals	20,799	22,256	23,802	25,492	27,312
	Difference	12,231	16,274	18,228	19,538	17,718
<b>Third Year</b>	Supply Totals	33,030	38,530	42,030	45,030	45,030
	Demand Totals	18,719	20,030	21,422	22,943	24,580
	Difference	14,311	18,500	20,608	22,087	20,450
<b>Note:</b>						
1. Information provided in the 2015 RUWMP.						

## 9 DETERMINATION OF WATER SUPPLY SUFFICIENCY

### 9.1 DETERMINATION OF WATER SUPPLY SUFFICIENCY

According to the 2015 RUWMP, WVWD has adequate supplies to meet their customer demands and replacement water needs during average, single dry and multiple dry years throughout the 20-year planning period. Project demands determined in this WSA were less than the projected growth demands provided in the 2015 RUWMP. As a result, the Project demands were included in supply projections. It is concluded that WVWD has adequate supplies to meet demands during average, single dry and multiple dry years throughout the 20-year planning period.

WVWD is committed to minimizing the need to import water from other regions. WVWD will continue aggressive water conservation efforts to implement various Demand Management Measures, helping to reduce the need for imported water.

## 10 CONDITIONS OF APPROVAL

This assessment of reliable water supply is conditioned on the following:

1. The property owner will install water efficient devices and landscaping according to the requirements of the District's water use efficiency ordinance(s), if any, at the time of construction of the project to reduce the impact of this project on District water supplies.
2. Prior to project construction, the property owner is required to meet with District staff to develop a plan of service. The plan of service will include, but not be limited to, water and recycled water requirements to serve the project. If there is a change in the circumstances detailed in this water supply assessment, the District has the option to suspend the approval of this WSA.
3. This WSA will be reviewed every three (3) years until the project begins construction. The property owner shall notify the District when construction has begun. The review will ensure that the information included in this WSA remains accurate and no significant changes to the project or District's water supply have occurred. If the property owner has not contacted the District within three (3) years of approval of this WSA, it will be assumed that the proposed project no longer requires the estimated water demand calculated, the demand for this project will not be considered in assessments for future projects, and the assessment provided by this document will become invalid.
4. (a) Based on present information the District has determined that it will be able to provide adequate water supplies to meet the potable water demand for this project in addition to existing and future uses. Water service will be guaranteed by the satisfaction of all rules and regulations of the District. The District reserves the right to revisit this water supply assessment in the event of a potential increase in water demand to the project.  
  
(b) This WSA is not a commitment to serve the project, but a review of District's supplies based on present information available.

## 11 REFERENCES

1. **Water Systems Consulting, Inc.** *2015 San Bernardino Valley Regional Urban Water Management Plan*. Amended June 2017.
2. **West Valley Water District.** *2012 Water Master Plan*. 2012.
3. —. Overview. *West Valley Water District*. [Online] 2018. [Cited: September 14, 2020.] <https://agencyeta.com/WVWD/about/overview/>.

## APPENDIX A. LYTLE CREEK JUDGEMENT & SURFACE WATER PURCHASE AGREEMENT

## APPENDIX B. WESTERN JUDGMENT

## APPENDIX C. RIALTO BASIN DECREE



## APPENDIX D. CHINO BASIN WATERMASTER JUDGMENT

## APPENDIX E. BASELINE FEEDER AGREEMENT



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

**DATE:** December 9, 2020  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** CONSIDER RIALTO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT

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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 (Valley District), City of Rialto (Rialto), City of Colton (Colton), and West Valley Water District (WVWD), the latter three (3) entities and FUWC are required to form a Groundwater Council to promote sustainable groundwater management for the Rialto Basin.

**DISCUSSION:**

Over the last year, management and counsel for the four entities that will form the Rialto Basin Groundwater Council (RBGC), developed the proposed Framework Agreement in Exhibit A. It should be noted that Valley District commented on the proposed Agreement but will NOT be a party to it. A summary of the key provisions follows:

**SECTION 3 - COUNCIL CREATION AND PURPOSE**

- The purpose of the Agreement and the reason behind the creation of the RBGC, is to provide for the funding, integration, and coordination of the management of native and imported water and associated groundwater replenishment facilities within the Rialto Basin. (Sec. 3.2)
- The RBGC shall consist of one representative and one alternate from each Party. (Sec. 3.3)
- For Colton, Rialto and WVWD, the representative member of the RBGC shall be a publicly-elected official of the Party and for FUWC the representative shall be a member of its Board of Directors. The same criteria applies to the alternate member. (Sec. 3.4)

**SECTION 4 - COUNCIL MEETINGS AND ACTIONS**

- At the initial meeting, the RBGC shall select officers, specifically someone to serve as President and chair its meetings, a Vice President to serve if the President is unavailable, and a Secretary to record RBGC proceedings and actions. (Sec. 4.1)

- The Parties agree that the RBGC and its Board of Directors is and shall be subject to the Ralph M. Brown Act (California Government Code section 54953 et seq.) (“Brown Act”) and that meetings and other applicable operations of the RBGC will be undertaken in compliance with the Brown Act. (Sec. 4.2)
- A quorum of the RBGC shall consist of three members. (Sec. 4.3)
- Each member of the RBGC shall have an equal voting right and three votes are required to pass any proposals for organizational, procedural, and administrative purposes only. (Sec. 4.4)
- For fiscal items, it will require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils. (Sec. 4.4.1)
- Minutes shall be kept of all meetings of the RBGC and any appointed Ad Hoc or Standing Committees. (Sec. 4.5)

#### **SECTION 5 - ANNUAL BUDGETING AND EXPENDITURE APPROVAL**

- The fiscal year of the RBGC shall be July 1 through June 30. The RBGC shall develop, circulate, and approve an annual budget for the funding of native supply capture and bringing water supply to the Rialto Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Rialto Basin. (Sec. 5.1)
- The RBGC shall appoint an entity that is responsible for the accounting and revenue collection functions of the RBGC. (Sec. 5.2)
- The RBGC shall prepare a budget review at midyear of each fiscal year. (Sec. 5.3)

#### **SECTION 6 - COUNCIL POWERS AND DUTIES**

- RBGC shall prepare an Annual Rialto Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available. The Annual Report shall include data showing each Party’s production from and recharge or replenishment to the Rialto Basin. (Sec. 6.1.2)
- RBGC may establish as-needed Ad Hoc and Standing Committees for the purpose of making recommendations to the RBGC Board. (Sec. 6.1.5)
- RBGC may contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. (Sec. 6.1.6)

#### **SECTION 7 - FUNDING RBGC ACTIVITIES**

- Funding for RBGC activities shall be provided equally by the Parties for each applicable RBGC budget year. (Sec. 7.1)

#### **SECTION 9 - RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS**

- Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the 1961 Decree; however, FUWC's production capacities of 5,014 acre-feet/year from No Man's Land shall be acknowledged and incorporated into the Rialto Basin production capacity limits in the 1961 decree. (Sec. 9.1 and 9.3)

All changes that were requested by WVWD legal counsel have been incorporated into the final document and representatives for the four parties have begun their processes to obtain approval of the Agreement from their various governing bodies.

**FISCAL IMPACT:**

At this time, the financial impact to execute the Agreement and participate in the Groundwater Council is limited to staff time. If any future activity associated with the Groundwater Council is expected to result in a financial impact, it would be brought back to the Board of Directors for approval.

**STAFF RECOMMENDATION:**

It is recommended that the Engineering, Operations and Planning Committee approve the Rialto Basin Groundwater Council Framework Agreement and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, Acting General Manager

LJ:mm

**ATTACHMENT(S):**

1. Exhibit A - Rialto Basin Groundwater Council Framework Agmt

# EXHIBIT A

**RIALTO BASIN GROUNDWATER COUNCIL  
FRAMEWORK AGREEMENT**

This **RIALTO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT** (“**Agreement**”) is entered into and effective this \_\_\_ day of \_\_\_\_\_, 2020 by and among the City of Colton (“**Colton**”), the City of Rialto (“**Rialto**”), Fontana Union Water Company (“**FUWC**”) and West Valley Water District (“**WVWD**”), each of which is referred to as a “**Party**,” for the purpose of coordinating, developing, and implementing groundwater management activities that individually or cumulatively address groundwater management in, and groundwater sustainability throughout, the Rialto Basin as defined in Section 1.1.8 below.

**RECITALS**

**WHEREAS**, on and after September 12, 2018, in an effort to commit to sustainable groundwater management principles, the Parties, San Bernardino Valley Municipal Water District, San Gabriel Valley Water Company, Fontana Water Company and Cucamonga Valley Water District (“**Cucamonga**”) entered into a Settlement Agreement as defined in Section 1.1.9 below;

**WHEREAS**, the Settlement Agreement requires completion of this Framework Agreement within one year of the final Settlement Agreement amendments executed in February 2019;

**WHEREAS**, the Settlement Agreement contained Condition 3, titled “Cooperative and Sustainable Groundwater Management of the Rialto-Colton Basin;”

**WHEREAS**, Condition 3 (1.) of the Settlement Agreement requires the parties to develop, adopt and implement a sustainable groundwater management plan.

**WHEREAS**, Condition 3 (1.) of the Settlement Agreement states that if the Parties agree, the sustainable groundwater management plan is to include a new index well regime, the possibility of establishing an operating safe yield, and/or other groundwater management tools.

**WHEREAS**, by joining the Settlement Agreement, the Parties to this Agreement accepted and agreed to the Recitals, Definitions, Principles and Agreements set forth in the Settlement Agreement, including Condition 3 (1.).

**WHEREAS**, the Parties to this Agreement all overlie, produce water from, or are otherwise invested in the management and long-term sustainability of the groundwater of the Rialto Basin as identified on the Map attached hereto as Exhibit A;

**WHEREAS**, The Rialto Basin is part of the Rialto Subbasin which underlies a portion of the upper Santa Ana Valley in southwestern San Bernardino County and northwestern Riverside County. This Subbasin is bounded by the San Gabriel Mountains on the north, the San Jacinto

fault on the east, the Rialto Basin boundary on the south, and the Rialto fault on the west. Lytle Creek flows through this part of the valley southeastward to its confluence with the Santa Ana River in the southern part of the Subbasin;

**WHEREAS**, the groundwater supplies of the Rialto Basin are governed by a court decree dated December 22, 1961 (the “1961 Decree”) in the case styled *The Lytle Creek Water and Improvement Company v. Fontana Ranchos Water Company, et al.*, San Bernardino County Superior Court, Case No. 81264. A copy of the 1961 Decree is attached hereto as Exhibit D;

**WHEREAS**, pursuant to the Settlement Agreement, FUWCs No Man’s Land production of 5,014 acre feet/year will be counted as part of the Rialto Basin production limits in the 1961 decree, and it is the intention of the Parties in forming the Rialto Basin Groundwater Council to apply, administer, and conform to the requirements and provisions of the 1961 Decree.

**WHEREAS**, Water Code Section 10720.8(a) identifies the Rialto Basin as an adjudicated groundwater basin. As such, the Rialto Basin is exempt from the Sustainable Groundwater Management Act (SGMA) passed by the California Legislature in September 2014, other than providing certain kinds of data to the Department of Water Resources per Water Code Section 10720.8(f);

**WHEREAS**, notwithstanding that the Rialto Basin is not required to comply with SGMA, the Parties to this Agreement wish to coordinate their efforts to identify their respective access to, and application of, water supplies, and to harmonize use of such supplies with available groundwater in the Rialto Basin. Working to ensure that the water imported into the Rialto Basin and the facilities used to apply both imported and native water supplies to productive beneficial uses for groundwater replenishment, will allow the Rialto Basin to be maintained and managed in a sustainable manner over the long-term. The Parties recognize that the key to success in this effort is a coordinated effort with other groundwater management entities as well as the development of a strategy for coordination of recharge activities throughout the Rialto Basin;

**WHEREAS**, ensuring water supply reliability and long-term effectiveness and viability of recharge facilities has become increasingly important, and proactive efforts are needed to improve and mitigate low groundwater levels in the Rialto Basin through the spreading of imported water supplies, which at times are limited in availability, due to drought, environmental, and other restrictions. One purpose of this Agreement is to facilitate the cooperation of the Parties which is essential to prevent overdraft or other negative impacts during an extended drought, and for the foreseeable future;

**WHEREAS**, the Parties, individually and collectively, are committed to cost effective and cooperative groundwater management that respects the interests and concerns of all of the parties and the communities that they serve and which rely on the Rialto Basin for their water supply;

**WHEREAS**, the Parties hereby enter into this Agreement for the purpose of establishing the Rialto Basin Groundwater Council (“RBGC”) to take the preliminary steps necessary to prepare for and coordinate the management of groundwater supply resources throughout the



Rialto Basin, coordinate maintenance of conveyance and recharge facilities, and coordinate with existing groundwater agencies in the Rialto Basin to expedite such management strategies. The RBGC will ensure overall coordination and sustainable management of the Rialto Basin; and,

**WHEREAS**, the Parties have agreed that the preliminary steps for establishing RBGC will include preparation of formation documents and procedures, the engagement of necessary experts, and the development of a budget and funding procedure for the RBGC as memorialized in this Agreement.

## AGREEMENT

**NOW THEREFORE**, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

### 1. DEFINITIONS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 “*Agreement*” means this Rialto Basin Groundwater Council Agreement.

1.1.2 “*Annual Rialto Basin Groundwater Report*” shall mean the annual report prepared by the RBGC, to cover topics including, but not limited to, the following: annual production, recharge, environmental issues, exchanges, and all other actions and topics material to groundwater conditions in the Rialto Basin. In preparing such report, the RBGC may consult with, and draw from, data and information provided by Santa Ana River and Western/San Bernardino Watermasters and/or other reliable sources regarding annual groundwater conditions.

1.1.3 “*BTAC*” shall mean the Basin Technical Advisory Committee, as originally created under the auspices of the Upper Santa Ana River Watershed Integrated Regional Water Management Plan, as such Committee may be modified from time to time to allow for the additional participation of one or more Parties to this Agreement. The RBGC may request BTAC to undertake specified actions in support of the RBGC’s efforts.

1.1.4 “*Cost Share*” shall mean that portion of the overall annual operating costs of the RBGC assigned to a Party pursuant to the Equitable Allocation, as based on the annual budget of the RBGC.

1.1.5 “*Effective Date*” shall mean the date that the last Party executes this Agreement.

1.1.6 “*Equitable Allocation*” shall mean the manner of determining the facilities’ operations and maintenance (“O&M”) costs and supplemental water cost, for each Party based on an annual approved budget. This allocation will be shared equally by the Parties for the applicable RBGC budget year.

1.1.7 **No Man’s Land**” shall mean that portion of the Rialto-Colton Basin that is outside the Rialto Basin as shown on the maps attached as Exhibit A to the Settlement Agreement.

1.1.8 **“Rialto Basin”** shall mean that portion of the Rialto-Colton Basin defined in the 1961 Decree.

1.1.9 **“Settlement Agreement”** shall mean the settlement agreement dated September 12, 2018, as amended, that concluded the litigation styled *San Bernardino Municipal Water District et al v. San Gabriel Water Company et al*, a copy of which is attached as Exhibit C to this Agreement.

2. TERM

This Agreement shall become operative on the Effective Date.

3. COUNCIL CREATION AND PURPOSE

3.1 Creation of the RBGC. There is hereby created the Rialto Basin Groundwater Council. The RBGC shall be, to the extent permitted by law, the forum within which the Parties shall coordinate the access to and utilization of native and imported water supplies for application to the recharge and replenishment of the Rialto Basin, and for the maintenance, and repair of recharge and conveyance facilities for both native and imported supplies to replenish the Rialto Basin, consistent with applicable law and judicial decrees. The RBGC is not a public agency subject to Government Code Sections 54950 et seq., nor is it a joint exercise of powers agreement as defined by Government Code sections 6300 et seq.

3.2 Purpose of the Agreement. The purpose of this Agreement, and the creation of the RBGC, is to provide for the funding, integration, and coordination of the management of native and imported water and associated groundwater replenishment facilities within the Rialto Basin. The purpose is also the facilitation of implementation of policies and initiatives through the legal authorities of one or more Parties for the purpose of cooperatively managing certain aspects of the Rialto Basin including, but not limited to, accessing and applying imported water supplies to augment and complement native water supplies toward the goal of maintaining the long-term yield of the Rialto Basin, ensuring that overdraft or other negative impacts are prevented in the future and eliminated over time, and undertaking supply reliability activities that are approved by the RBGC and included in the annual approved budget.

3.3 Membership of the RBGC. The RBGC shall consist of one representative and one alternate from each Party. RBGC members shall be appointed in the manner set forth in Section 3.4 of this Agreement.

3.4 Appointment of Members to the RBGC. For Colton, Rialto and WVWD, the representative member of the RBGC shall be a publicly elected official of the Party and for FUWC the representative shall be a member of its Board of Directors. Each Party shall also appoint one alternate representative who shall be a publicly elected official of the Party or a member of its Board of Directors or senior management level employee of the Party.

Members of the RBGC shall serve throughout the term of this Agreement, provided that such members may be subject to removal and replacement by the appointing Party.

#### 4. COUNCIL MEETINGS AND ACTIONS

4.1 Initial Meeting. The initial meeting of the RBGC shall be held at a location overlying the Rialto Basin. The RBGC shall select a President to chair its meetings, a Vice President to serve if the President is unavailable, a Secretary to record RBGC proceedings and actions, and any other officers it deems appropriate for the successful and efficient conduct of its business.

4.2 Regular Meeting Schedule and Rules of Proceeding. The RBGC shall establish a regular meeting time and place. The RBGC may vote to change the regular meeting time and place, provided that the new location remains at a place overlying the Rialto Basin. The RBGC may adopt, promulgate, repeal, or revise further rules of debate, presentation of motions, voting and proxies, process, or proceedings, as it may deem appropriate. The Parties agree that the RBGC and its Board of Directors is and shall be subject to the Ralph M. Brown Act (Cal. Government Code section 54953 et seq.) (“Brown Act”) and that meetings and other applicable operations of the RBGC will be undertaken in compliance with the Brown Act..

4.3 Quorum. A quorum of the RBGC shall consist of three members. In the absence of a quorum, no business may be transacted beyond the adjournment of a meeting by the remaining members. For efficiency, business may be discussed and action recommended for the consent calendar ratification at the next regular meeting. A member shall be deemed present for the determination of a quorum if the member is present at the meeting in person, or if the member participates in the meeting telephonically upon such rules and procedures as the RBGC may promulgate.

4.4 RBGC Voting Rights. Each member of the RBGC shall have an equal voting right and three votes are required to pass any proposals for organizational, procedural, and administrative purposes only.

4.4.1 Fiscal items, including but not limited to, approval of the annual budget of the RBGC and any expenditures for O& M expenses related to groundwater recharge and replenishment activities, costs of such facilities, and the cost of purchasing, transporting, and delivering supplemental water for groundwater recharge shall require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils.

4.4.2 Subject to the Equitable Allocation and Cost Share requirements, any change in annual assessments necessary to support the work of the RBGC shall require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils.

4.5 Minutes. The RBGC shall cause minutes to be kept of all meetings of the RBGC and any appointed Ad Hoc or Standing Committees. The RBGC shall further cause a copy of draft minutes to be forwarded to each member of the RBGC and to each Party, which may be done electronically, or by way of posting to a commonly available website or digital portal.

## 5. ANNUAL BUDGETING AND EXPENDITURE APPROVAL

5.1 The fiscal year of the RBGC shall be July 1 through June 30. The RBGC shall develop, circulate, and approve an annual budget for the funding of native supply capture and bringing water supply to the Rialto Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Rialto Basin. The RBGC shall coordinate with BTAC to determine the likely allocation of available State Water Project imported water supplies, and other available non-native sources of water, the likely unit cost of such water, and the recharge needs of the Rialto Basin, in terms of quantities of water, locations where Rialto Basin conditions would most benefit from recharge, condition and availability of facilities to accomplish such recharge, and cost. From these sources, the RBGC shall prepare a budget that recommends all of the following:

- (a) the amount of water supplies available to be purchased or otherwise acquired by RBGC members in the coming year;
- (b) the recommended application or distribution of such water supplies to various parts of the Rialto Basin as recharge or as in-lieu supplies;
- (c) the estimated cost of all ongoing maintenance, repair, and operation costs for then-existing and future groundwater recharge and conveyance facilities serving to replenish the Rialto Basin;
- (d) any capital improvement projects approved by the RBGC
- (e) any administrative costs of the RBGC; and
- (f) proposed allocation of all expenditures in the budget among RBGC members as their portion of the Cost Share based upon the Equitable Allocation and Cost Share Requirements in this Agreement.

5.1.2 No later than March 1 prior to the beginning of the year for which the budget is to operate, the proposed budget shall be presented and circulated to all RBGC members for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based.

5.1.3 No later than sixty (60) days after each member agency's budget has been approved by their respective governing bodies, the RBGC shall meet to deliberate and pass upon the budget. The RBGC may accept, reject, or modify in any way the budget as proposed. Adoption of the budget shall require unanimous approval by the members and the subsequent approval by their respective governing boards or councils.

5.2 The RBGC shall appoint an entity that is responsible for the accounting and revenue collection functions of the RBGC by tracking and securing the funding from the RBGC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the RBGC members therein, for all imported water supplies. The appointed

entity shall perform the accounting and revenue collection functions of the RBGC in tracking and securing the funding from its members pursuant to the approved annual budget, and consistent with the approved cost allocations among the RBGC members therein, for all facilities costs. In the event of any delinquency, the approved entity may request the RBGC to appoint it, or any other RBGC member or group of members, to represent the RBGC in securing collection of unpaid and owing amounts from any delinquent member or members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent the RBGC authorized to go forward with them, and may be added as an administrative cost to other members, or as a credit against future amounts owing to the RBGC from such authorized agent.

5.3 No later than six (6) months into the budget year for which any budget is adopted by the RBGC, the RBGC shall prepare a year-in-process budget review, to assess the validity and accuracy of the presumptions upon which the budget was based, identify any budget savings or additional expenditures, assess any additional opportunities for groundwater replenishment that may have come available since the passing of the budget, and otherwise assess and recommend to the RBGC any potential amendment to the existing year budget, or suggestions for the following year's budget, as changing conditions may warrant.

## 6. COUNCIL POWERS AND DUTIES

6.1 The RBGC shall exercise the following powers:

6.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the RBGC.

6.1.2 To produce an Annual Rialto Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available from Western Municipal Watermaster, or other sources. The Annual Report shall include data showing each Party's production from the Rialto Basin and recharge or replenishment, if any, to the Rialto Basin.

6.1.3 To monitor groundwater production and extractions in coordination with BTAC.

6.1.4 To make, after consultation with BTAC, annual recommendations for the amount of additional artificial recharge for the Rialto Basin from imported sources as a complement to native sources, and to plan for the development and application of such additional sources of recharge.

6.1.5 To establish as-needed Ad Hoc and Standing Committees for the purpose of making recommendations to the RBGC. Committees shall exist for the term specified in the action creating the committee, and the RBGC may dissolve a committee at any time through a majority vote of three voting members.

6.1.6 To contract, on behalf of the RBGC, for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. The BTAC will provide technical support for the RBGC, upon such terms as the RBGC and BTAC shall agree in writing.

6.1.7 To collect and monitor all data related and beneficial to the development, adoption and implementation of appropriate groundwater level management for the Rialto Basin.

6.1.8 To collect assessments from RBGC members as authorized in the approved budget.

6.1.9 To cooperate, act in conjunction, and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the purposes of this Agreement.

6.1.10 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the RBGC.

6.1.11 As may be permitted by law, to apply for and accept grants, contributions, donations and loans, including under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the RBGC's name.

6.1.12 To implement the Cost Share in a manner that qualifies as a pass through charge under the Constitutional requirements of Proposition 218, California Public Utilities Commission ratemaking policies and procedures, and similar revenue-raising requirements.

6.1.13 To exercise any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Parties to this Agreement.

## 7. FUNDING RBGC ACTIVITIES

7.1 Funding for RBGC activities shall be as provided in Section 1.1.6. This mechanism is based in part on a regional sharing of Operation and Maintenance costs for Rialto Basin recharge activities, as those Operation and Maintenance costs shall be determined by the RBGC in its annual budgeting, in conjunction with BTAC. All Parties shall share in the Operation and Maintenance cost components in accordance with the provisions in Section 1.1.6 of this Agreement.

## 8. DISPUTE RESOLUTION

8.1 The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

8.2 Statement Describing Alleged Violation of Agreement. A Party or Parties alleging a violation of this Agreement (the "**Initiating Party(ies)**") shall provide a written

statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the “**Responding Party(ies)**”).

8.3 Response to Statement of Alleged Violation. The Responding Party(ies) shall have sixty (60) days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty (30) days of the date of the response to attempt to resolve the dispute amicably.

8.4 Mediation of Dispute. If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety (90) days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a representative with authority to settle. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies). The decision of the mediator shall be non-binding.

8.5 Reservation of Rights. Subject to the above requirements, in the event that mediation fails, each Party retains and may exercise all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five (5) calendar days’ written notice of its intent to sue to all Parties.

## 9 RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS

9.1 Water Rights and Existing Agreements. Nothing in this Agreement is intended to modify the water rights of the Parties, whether existing under a judgment, proceedings of the State Water Resources Control Board, or the common law, other than incorporating production right from No Man’s Land Basin into the Rialto Basin. Nothing in this Agreement is intended to modify any existing agreements between and among the Parties, unless expressly stated herein.

9.2 Agreements Among Water Users. Nothing in this Agreement is intended to modify the rights of the signatories of this Agreement among themselves.

9.3 Judgments. Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the 1961 Decree.. However, FUWC’s production capacities of 5,014 acre-feet/year from No Man’s Land shall be acknowledged and incorporated into the Rialto Basin production capacity limits in the 1961 decree.. It is the intention of the Parties in forming the RBGC to apply, administer, and conform to the requirements and provisions of the 1961 Decree. In the event of any conflict, except for incorporating FUWC’s production in No Man’s Land into the Rialto Basin production capacity limits in the 1961 decree, between the actions of the RBGC and the requirements and provisions of the 1961 Decree, the latter shall control.

9.4 No Admissions. Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights or priorities of the Parties.

9.5 Preservation of Rights. The Parties agree that this Agreement, to the extent allowed by law, preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Except as provided in Section 9.3, nothing in this Agreement is to be construed as altering the priorities or entitlements of water right holders among themselves to water from the Santa Ana River or the Rialto Basin.

## 10. MISCELLANEOUS

10.1 Authority. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement, and that by doing so, such Party is not in breach or violation of any other agreement or contract.

10.2 Amendment. This Agreement may be amended or modified only by a written instrument approved by all voting members.

10.3 Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the Superior Court, County of San Bernardino, California and shall be deemed related to the 1961 Rialto Basin Decree, San Bernardino County Superior Court Action No. 81264 and to *San Bernardino Valley Municipal Water District et al. v. San Gabriel Water Company et al.*

10.4 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

10.5 Construction and Interpretation. This Agreement has been arrived at through negotiations, and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

10.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

10.7 Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws or adjudicatory decisions effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof; there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.



10.8 Successors and Assigns. To the extent authorized by law, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

10.9 Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

10.10 Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

10.11 Compliance with Law. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

10.12 Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

10.13 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party by delivery to the person(s) at the address(es) designated below, which designation may be changed from time to time by a Party in writing; (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To CITY OF COLTON: CITY OF COLTON  
Attn: Utilities Director  
650 N. La Cadena Drive  
Colton, CA 92324

To CITY OF RIALTO: CITY OF RIALTO  
Attn: Utilities Manager  
150 S. Palm Avenue  
Rialto, CA 92376

To WEST VALLEY WATER DISTRICT: WEST VALLEY WATER DISTRICT  
Attn: General Manager  
855 W. Baseline Road  
Rialto, CA 92376

FONTANA UNION WATER COMPNY

To FONTANA UNION WATER  
COMPANY:

Attn: President  
15966 Arrow Route  
Fontana, CA 92335

With Copy to:

FONTANA UNION WATER COMPANY  
Attn: Director of Operations 15966 Arrow  
Route  
Fontana, CA 92335

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

**CITY OF COLTON,  
a California general law city and  
municipal corporation**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
William R. Smith, City Manager

*[Signatures continued on next page]*



**CITY OF RIALTO**  
**a California general law city and**  
**municipal corporation**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Sean Grayson, Acting City Manager

*[Signatures continued on next page]*

**WEST VALLEY WATER DISTRICT**

DATED: \_\_\_\_\_, 2020

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

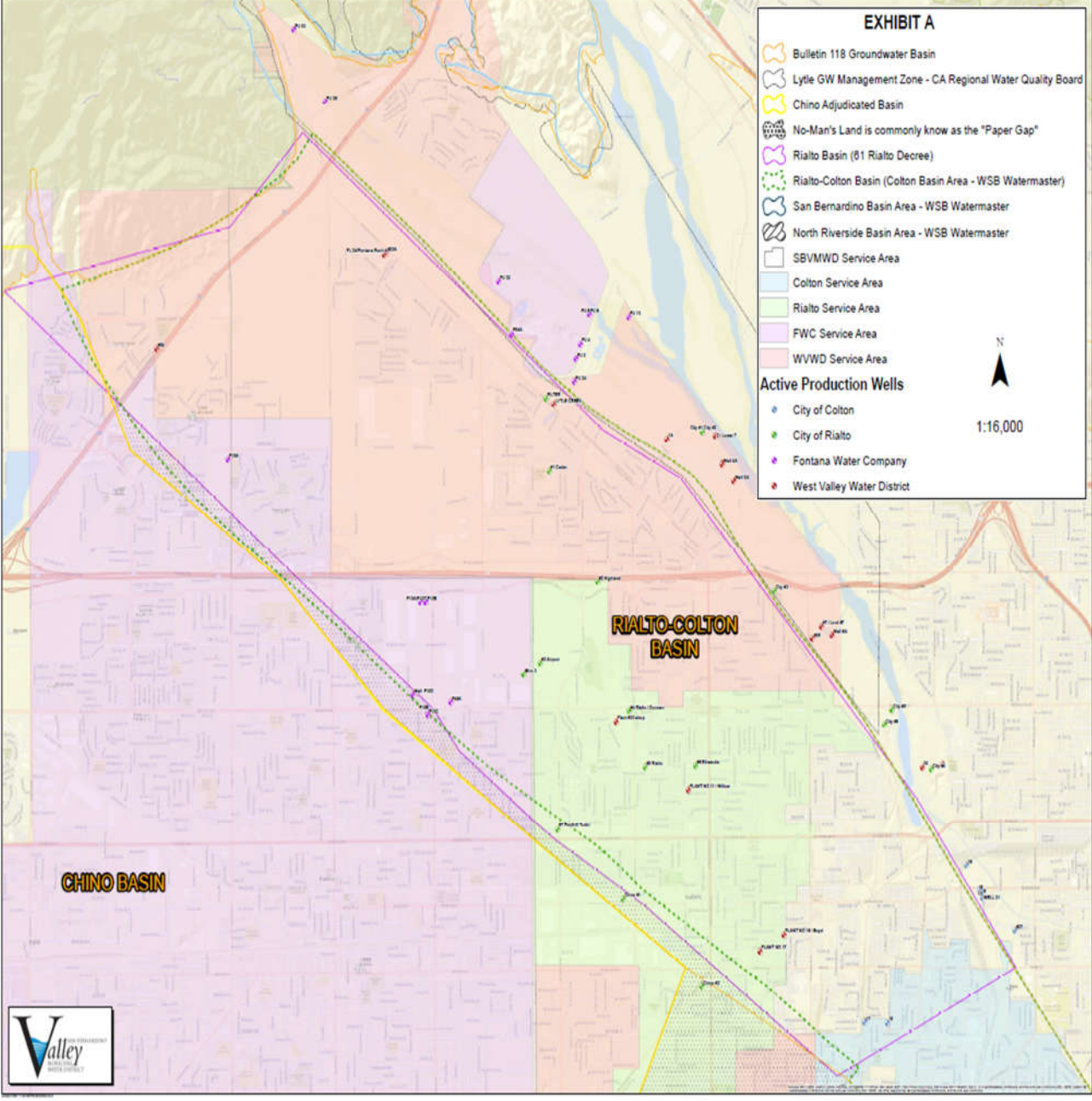
*[Signatures continued on next page]*

**FONTANA UNION WATER COMPANY**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
John Bosler, President

**EXHIBIT A**  
**Map of Rialto Basin**

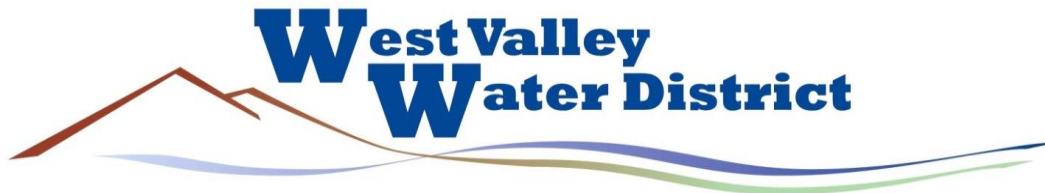


**Exhibit B**  
**WATER RIGHTS SUMMARY**

The Parties to this agreement have agreed to the following water rights allocation:

<b>Member</b>	<b>Adjustable Rights</b>	<b>Fixed Rights</b>	<b>No Man's Land Adjustable Rights</b>	<b>Total Rights</b>	<b>Water Rights Allocation Percentage</b>
Colton	3,010	890	0	3,900	19%
Rialto	2,846	1,520	0	4,366	22%
WVWD	5,594	510	0	6,104	30%
FUWC	550	370	5,014	5,934	29%





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

**DATE:** December 9, 2020  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** CONSIDER TASK ORDER NO. 3 WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC. FOR THE PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION BID DOCUMENTS FOR THE MODIFICATIONS OF ZONE 8-3 RESERVOIR PROJECT

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**BACKGROUND:**

The West Valley Water District (“District”) service area is located in Southwestern San Bernardino County with a small part in Northern Riverside County. The District serves customers in the Cities of Rialto, Fontana, Colton, Jurupa Valley and unincorporated areas of San Bernardino County. The service area consists of eight (8) pressure zones: Zone 2, 3, 3A, 4, 5, 6, 7 and 8 and is divided into Northern and Southern systems by the central portion of the City of Rialto.

Pressure Zone 8 is the northernmost zone in the District’s Northern System and is generally north of Glen Helen Parkway, with Sierra Avenue and Clearwater Parkway serving as the western and eastern boundaries respectively. Storage is provided by R8-1 and R8-2 Reservoirs.

The construction of new Zone 8-3 Reservoir is required in order to provide additional capacity for buildout development within Pressure Zone 8 and is needed to supply water to existing and anticipated development in the Lytle Creek area. Zone 8-3 Reservoir will provide surplus storage capacity to meet growing storage requirements as development continues and projected to occur in Pressure Zone 8.

**DISCUSSION:**

The District is in the process of purchasing APN 0239-041-23 which is the property adjacent to the District’s Zone 8 Reservoir site and is a portion of the access road to the reservoir. It will require improvements to the access road which will facilitate construction of the new reservoir. Engineering Resources of Southern California, Inc. (“ERSC”) originally designed the construction plans of the Zone 8-3 Reservoir in 2008 but the reservoir was not constructed due to lack of funds. District staff requested a quote from ERSC for the Modifications of W19008 Zone 8-3 Reservoir Project (“Project”) to move forward with the design of the project. As indicated in the proposal, ERSC identified additional work required to revise and update the design, meet current AWWA standards, Cal-OSHA, and other necessary updates due to change in codes and regulations. The professional services provided by ERSC are necessary and will include grading design,

improvements to the access road, drainage, plans and specifications. **Table 1 – Engineering Fee Estimate** shown below identifies the additional work. Attached as **Exhibit A** is the Task Order No. 3 with ERSC which includes the submitted Proposal.

**Table 1 – Engineering Fee Estimate**

Description	Cost
Task 1 - Research & Kick-Off Planning Effort	\$4,000.00
Task 2 - Grading, Drainage & Access Road Plans (50% Design)	\$54,500.00
Task 2.a. Retaining Wall (Optional)	\$6,500.00
Task 3 - Electrical Service & System	\$23,000.00
Task 4 - Plans & Specifications (90% & 100% Design)	\$24,000.00
Task 5 - Project Management & Coordination	\$6,500.00
Task 6. Bidding Phase Assistance (Optional)	\$4,200.00
Total Base	\$112,000.00
Total Optional Fee	\$10,700.00
Total Fee	\$122,700.00

ERSC is a distinguished Consulting Firm which the District has used its Professional Engineering services for the past 25 years. A copy of the single source justification is included in **Exhibit B**.

**FISCAL IMPACT:**

The cost to complete the construction bid documents for the Modifications of W19008 Zone 8-3 Reservoir Project as proposed by ERSC is \$122,700.00. This project is included in the Fiscal Year 2020/21 Capital Improvement Budget under the W19008 Zone 8-3 Reservoir. The project has an available budget of \$3,747,045.25. Sufficient funds are available in the project budget. A summary of the available funds is as follows:

CIP FY 2020-2021 Project Name	Current Budget	Design Cost	Remaining Budget
<b>W19008 Zone 8-3 Reservoir</b>	\$3,747,045.25	\$122,700.00	\$3,624,345.25

**STAFF RECOMMENDATION:**

Staff recommends that the Engineering, Operations, and Planning Committee approve moving forward with Task Order No. 3 with ERSC for the Modifications of W19008 Zone 8-3 Reservoir Project as proposed by ERSC in a not-to-exceed amount of \$122,700.00 and have this item considered by the full Board of Directors at a future meeting and authorize the General Manager to execute the necessary documents.

BP:pa

**ATTACHMENT(S):**

1. Exhibit A - Task Order No. 3 with ERSC
2. Exhibit B - Single Source Justification

# EXHIBIT A

### TASK ORDER NO. 3

#### **Development of Construction Bid Documents for the Modifications of Zone 8-3 Reservoir Project**

This Task Order (“Task Order”) is executed this 17th day of December, 2020 by and between West Valley Water District, a public agency of the State of California (“District”) and Engineering Resources of Southern California, Inc., a California Corporation (“Consultant”).

#### **RECITALS**

- A. On or about December 17th, 2020 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**

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

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

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

**APPROVED AS TO FORM:**

**TALOYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Taloya

**CONSULTANT:**

**ENGINEERING RESOURCES OF  
SOUTHERN CALIFORNIA, INC.,  
a California corporation**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

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

- 1. Engineering Design Services for the Development of Construction Bid Documents for the Modifications of Zone 8-3 Reservoir Project proposal dated December 2, 2020.**



62026.151

December 2, 2020

Bertha Perez, PE - Associate Engineer  
Via Email Only: [bperez@wvwd.org](mailto:bperez@wvwd.org)

West Valley Water District  
855 W. Baseline Road (P.O. Box 920)  
Rialto, CA 92377

**SUBJECT: PROFESSIONAL ENGINEERING SERVICES TO MODIFY & UPDATE  
THE PROPOSED ZONE 8-3 RESERVOIR DESIGN DRAWINGS**

Dear Mrs. Perez:

In response to emails and telephone discussions regarding subject project, Engineering Resources of Southern California, Inc. (ERSC) hereby submits our proposal for providing engineering services for Subject project. Our proposal herein includes proposed services, schedule, and proposed fee.

**PROJECT UNDERSTANDING**

WVWD desires to move forward with the design and construction of a new Zone 8-3 Reservoir (tank), including allocating space for a future 8-4 tank . The design effort originally began in 2004, with final drawings stamped and signed in 2008, but was apparently shelved (placed on hold) in 2011 by the District.

ERSC will review the current design, revise and update the design (to be within the site boundaries and easements), meet current AWWA standards, Department of Health and Cal/OSHA standards and prepare construction documents for bidding and provide bidding assistance. Following is a brief list of documents previously obtained or prepared for the original design of Tank Zone 8-3:

- 2006 – Aerial Survey and Various Archived Files / Documents
- Jan. 2005 – Byerly / Geotechnical Investigation Prepared for the Site (single tank)
- Dec. 2006 – Byerly / Supplemental Geotechnical Letter (to address revised tank height)
- Apr. 2008 – ERSC / Final Design Drawings (for two tanks)
- Sep. 2011 – PCR / Environmental Report Prepared for Initial Study/MND
- Oct. 2019 – Preliminary Title Report (First American Title Co.)

We understand that District Staff will contract with Byerly to update the original geotechnical report prepared for the site once the location of the tank(s) has been finalized. The District will also contract with Environmental Science Associates (formerly PCR Services) regarding the validity of the 2011 environmental studies and procure any additional studies and documentations required for the project.



## PROPOSED SCOPE OF WORK –

**Task 1 – Research and Kickoff/Planning Effort** – ERSC will meet with WVWD staff to discuss the project. ERSC staff will work with WVWD staff to identify the overall concept, design status, remaining design requirements and specific features that WVWD may desire.

1. Prior to the meeting ERSC will review the existing documents previously prepared such as topographic survey, geo-technical report, plans, specifications, previous communications, and any additional records pertaining to the project provided by the District.

**Task 2 – Grading, Drainage, and Access Road (50% Design Development Level):** ERSC will revisit and update the previous design to ensure all grading, access road alignment, and site drainage has been properly addressed under current water quality discharge requirements and property limits using the information gathered from the base mapping and updated soils report.

1. Break up previous drawing(s) due to lack of clarity into additional sheets: Existing site plan and piping, Improvements to be demolished, Revise site grading and include additional sections and details. Coordinate with geotechnical for review and comment.
2. Access Road: The District is in the process of purchasing parcel APN 0239-041-23 to encompass the majority of the access road to the tank site. Confirm if the District has a legal access to the property from Lytle Creek Road, including its existing waterlines. ERSC will review any encroachments and advise what steps should be taken to reconcile same.
  - a. Survey: Evaluate and survey said necessary easements, and set markers for discussion with the District, ERSC and property owners. The markers will provide a true representation of the easement limits to assess the needed equipment access. It will also allow District to determine if any fences or other improvements need to be temporarily relocated during construction and replaced after construction.
3. Site Grading: The current grading limits go beyond the property line, so Staff will attempt to obtain a permit from the US government (possibly Forest Service; actual branch unknown) for permission to disturb their property.
  - a. If the government does not permit grading work on their site, ERSC will evaluate various site layout redesign options, including adjusting the tank's location and / or potentially including a retaining wall where needed.
4. Site drainage: Currently, the site drainage and tank overflows / drains discharge to surface and get conveyed down the existing dirt access road (@ 11% grade and a v-ditch) before discharging to an existing water course. Research and review County's requirements for Water Quality Management Plan (WQMP) guidelines and evaluate what will be needed to comply with current discharge orders.
  - a. Design catch basins and drainlines to collect water from the site and tank overflows and drains and convey this water properly offsite per WQMP requirements. Plan, profile and detail drawings will be prepared for the site drainage.

**Task 3 – Electrical Service & System:** Plans to accommodate electrical components will be prepared by Mark Balan and Associates and will be coordinated and incorporated into the project plans by ERSC. Determine the location to bring power to the site and layout electrical equipment for the site to operate lighting, cameras, and SCADA for the tank, including hatch sensor, tank leveling sensor, and other electrical equipment desired by the District for the operation of the proposed facilities.

**Task 4 –Plans & Specifications (90% & 100% Design Level):** Prepare detailed drawings and specifications for competitive bidding for the construction work. The design shall include the following:

1. Prepare an overall site plan showing all the project elements on an index page.
2. Revise the calculations in accordance with the most current AWWA D100-11 standard and updated geotechnical report provided by the District.
3. Update the project plans and specifications to comply with most current standards for AWWA D100-11, Cal/OSHA, and Department of Health Services. Per the District’s request the tank will include a spiral staircase.
4. Revise the plans to have a separate inlet and outlet piping and / or provide options for mixing systems.
5. The project specifications will be updated to CIS formatting.
6. The technical specifications, plans, and engineer’s cost estimates (PS&E) shall be submitted at the 90% and 100% design stages for review and comment by WVWD.
7. Update the District’s front-end documents and combine with the specifications and plans to provide a complete set of project documents for bidding.
8. Upon approval of the plans and specifications, an electronic file in Autocad of the plans and Word for the specifications will be supplied to WVWD. In addition, an approved original set of reproducible mylars will be provided.

**Task 5 – Project Management & Coordination** - Plan, coordinate, and manage the project in order to achieve project goals within the approved budget and schedule. Effectively communicate Project status via email, written correspondence, phone, and meetings to WVWD. ERSC is committed to a culture of ensuring constant and high-level communication with WVWD staff at all stages of the design. Provide the QA/QC for the design and review all major deliverables before delivered to WVWD.

#### **TASK 6 – Bidding Phase Assistance**

Upon approval of the specification documents, ERSC will assist WVWD in the bid period for the project by providing the following services:

1. Furnish WVWD with a list of potential bidders and forward Notice of Inviting Bids to qualified contractors and maintaining a record of prospective bidders to whom the project documents have been issued.

2. Provide telephone liaison with potential bidders for matters concerning bidding of the project and prepare formal responses to RFI's and addenda as required to document design changes or clarifications.
3. Assist WVWD in facilitating Pre-Bid Conference to ensure prospective bidders are totally aware of scope of work and local conditions. ERSC will prepare the agenda and attendance sheet for the meeting.
4. Prepare minutes of Pre-bid conference covering all aspects of contractors' questions and clarifications of project and submit to all attendees. The minutes will become a part of the contractor documentation.
5. Perform bid analysis including preparing spreadsheet containing all number from bids received and perform full evaluation of all bids received, verify contractor's license, conduct background check of the lowest responsive bidder, and make a recommendation for award of the construction contract.

**TIME OF COMPLETION**

ERSC would like to begin the research and design expeditiously and anticipate the revised / updated design process will take approximately 180 calendar days (six months) to complete.

**ENGINEERING FEE ESTIMATE**

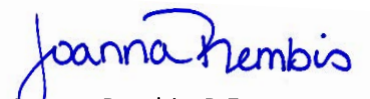
Our fees for the proposed services are estimated as follows:

Task 1. Research & Kick-Off Planning Effort	\$4,000
Task 2. Grading, Drainage & Access Road Plans (50% Design)	\$54,500
Task 2.3.a. Retaining Wall ( <i>Optional-TBD</i> )	<u>\$6,500</u>
Task 3. Electrical Service & System	\$23,000
Task 4. Plans & Specifications (90% & 100% Design)	\$24,000
Task 5. Project Management & Coordination	\$6,500
Task 6. Bidding Phase Assistance ( <i>Optional-TBD</i> )	<u>\$4,200</u>
<b>Total:</b>	<b>\$122,700</b>

Although we believe we have done our due diligence to review and identify the previous design elements that will likely need to be revised / updated, certain aspects like existing access rights, concepts behind the previous design philosophy, additional permit requirements, and new environmental regulations may only come into focus as the updated project evolves. For these reasons, the schedule and fees may be impacted and subject to adjustment.

We look forward to the opportunity of working with the District on this challenging matter and appreciate our continued relationship. If you have any questions or require additional information, please do not hesitate to contact the undersigned at 909.890.1255. Thank you.

Very truly yours,



Joanna Rembis, P.E.  
Principal Engineer



Erik T. Howard, PE, PLS  
Sr. Principal Engineer

WEST VALLEY WATER DISTRICT  
PROFESSIONAL ENGINEERING SERVICES TO MODIFY & UPDATE THE PROPOSED ZONE 8-3 RESERVOIR DESIGN DRAWINGS

ID	Task Mode	Task Name	Duration	Start	Finish	Timeline																
						Dec	Qtr 1, 2021		Feb	Mar	Qtr 2, 2021		Jun	Qtr 3, 2021		Aug						
1		Task 1: Research and Kick-off Meeting	40 days	Wed 1/20/21	Tue 3/16/21																	
2		Task 2: Grading, Drainage, & Access Road Design	110 days	Wed 2/3/21	Tue 7/6/21																	
3		Task 3: Electrical Service & System	110 days	Wed 2/3/21	Tue 7/6/21																	
4		<b>Task 4: Plans and Specifications</b>	<b>130 days</b>	<b>Wed 1/20/21</b>	<b>Tue 7/20/21</b>																	
5		4.1 - Prepare 90% Submittal of PS&E	70 days	Wed 1/20/21	Tue 4/27/21																	
6		4.2 District Review 90% PS&E	14 days	Wed 4/28/21	Mon 5/17/21																	
7		4.3 - Meeting with WVWD to Review 90% Submittal	1 day	Tue 5/18/21	Tue 5/18/21																	
8		4.4 - Revise 90% PS&E to 100%	20 days	Wed 5/19/21	Tue 6/15/21																	
9		4.5 - District Review 100% PS&E Submittal	14 days	Wed 6/16/21	Mon 7/5/21																	
10		4.6 - Meeting with WVWD to Review 100% Submittal	1 day	Tue 7/6/21	Tue 7/6/21																	
11		4.7 - Revise 100% PS&E to Final	10 days	Wed 7/7/21	Tue 7/20/21																	
12		4.8 - Submitt Final Submittal Signed and Stamped Plans and Specifications	0 days	Tue 7/20/21	Tue 7/20/21																	
13		Task 5: Project Management	130 days	Wed 1/20/21	Tue 7/20/21																	
14		Task 6: Bidding Phase Assistance (Optional)	20 days	Wed 7/21/21	Tue 8/17/21																	

**EXHIBIT “2”  
TO  
TASK ORDER NO. 3  
COMPENSATION**

The fee estimated for Development of Construction Bid Documents for the Modifications of Zone 8-3 Reservoir Project is **\$122,700.00**.

<b>DESCRIPTION</b>	<b>COST</b>
Task 1 – Research & Kick-Off Planning Effort W/WD Coordination	\$4,000.00
Task 2 – Grading, Drainage & Access Road Plans (50%)	\$54,500.00
Task 2.a - Retaining Wall (Optional)	\$6,500.00
Task 3 – Electrical Service & System	\$23,000.00
Task 4 – Plans & Specifications (90% & 100% Design)	\$24,000.00
Task 5 – Project Management & Coordination	\$6,500.00
Task 6 – Bidding Phase Assistance (Optional)	\$4,200.00
Total Base Task	\$112,000.00
Total Optional Task	\$10,700.00
<b>Total Cost</b>	<b>\$122,700.00</b>

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

**SCHEDULE**

**The tentative design schedule for the Modifications of W19008 Zone 8-3 Reservoir Project is attached on the proposal.**

# EXHIBIT B



# Single Source Justification

## W19008 Modifications of Zone 8-3 Reservoir

**1. Why do we need to acquire the goods and services?**

As part of the Capital Improvement Plan Fiscal Year 2020/2021 Modifications of Zone 8-3 Reservoir, the District will need to update the plans and modify the design as part of this Project. The professional services provided by ERSC are necessary and will include grading design, improvements to the access road, drainage, plans and specifications.

**2. Why are the goods or services the only ones that can meet your needs?**

ERSC prepared the plans in 2008 and 2011. The advantage of selecting ERSC is that they are most familiar with the project's history, revisions requested over the years, and overall project understanding. ERSC has provided professional services for several projects and provides the best value for the District.

**3. Were alternative goods/services evaluated? If yes, why are those unacceptable?**

No. Due to the long history of this project, alternative services are not recommended.

**4. What efforts were made to get the best price?**

None. ERSC will provide additional professional services as specified in Task Order No. 3.

**5. Why is price fair and reasonable?**

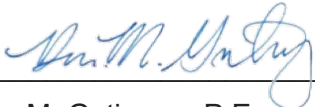
The quote received met the requirements in the scope of work and was determined to be reasonable in cost.

**6. What impact is there if the single source is not used?**

The modification to Zone 8-3 Reservoir will be delayed and is needed for the increased development that is projected to occur in Pressure Zone 8. Reservoir 8-3 is needed to supply future demands.

**Recommendation:**

It is recommended to use ERSC for completion and modifications to Zone 8-3 Reservoir.

Signature:  Date: 12/02/2020  
Name: Rosa M. Gutierrez, P.E.  
Title: Senior Engineer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Shamindra Manbahal  
Title: Acting General Manager



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

**DATE:** December 9, 2020  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** CONSIDER A PROFESSIONAL SERVICES AGREEMENT AND TASK ORDER NO. 1 WITH ALBERT A. WEBB ASSOCIATES FOR THE PROFESSIONAL ENGINEERING SERVICES FOR DEVELOPMENT OF CONSTRUCTION BID DOCUMENTS FOR 18-INCH TRANSMISSION MAIN CROSSING ONTARIO INTERSTATE 15 FREEWAY FROM CITRUS AVENUE TO LYTLE CREEK ROAD PROJECT

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**BACKGROUND:**

The West Valley Water District (“District”) requested proposals for qualified and experienced engineering firms to provide professional engineering services for the Development of Construction Bid Documents for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project (“Project”). The District’s service area is located in Southwestern San Bernardino County with a small part in Northern Riverside County. The District serves customers in the Cities of Rialto, Fontana, Colton, Jurupa Valley and unincorporated areas of San Bernardino County. The service area consists of eight (8) pressure zones: Zone 2, 3, 3A, 4, 5, 6, 7 and 8 and is divided into Northern and Southern systems by the central portion of the City of Rialto.

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

The 18-inch transmission main is required for increased development that is projected to occur in Pressure Zone 7. The proposed transmission main approximately 650 linear feet will connect to an existing 18-inch transmission main at Lytle Creek Road and bore under the Ontario Interstate 15 freeway with a 32-inch steel casing within Caltrans right-of-way and terminate at Citrus Avenue in anticipation of future development within the area.

**DISCUSSION:**

A Request for Proposal (“RFP”) attached as **Exhibit A** was posted on Planet Bids to fourteen (14) pre-approved Consulting firms for the Project. On November 20, 2020, the District received proposals in response to the RFP from three (3) of the fourteen (14) Consulting firms – Albert A.

Webb Associates (“Webb”), Engineering Resources of Southern California, Inc. (“ERSC”), and Michael Baker International (“MBI”).

The written proposals were reviewed by an evaluation committee comprised by the District Staff and were evaluated based on the following criteria:

- Qualifications and specific Experience of the assigned Project Team Members and Relevant Past Performances and Experience of the Firm (40%).
- Fees & Cost, Estimated Labor Hours, Not-To-Exceed Design Services Pricing and other anticipated Costs (25%).
- Ability of the Consultant to meet Project Schedule (20%).
- RFP Responsiveness, Clarity and Conformance; Demonstrated Capability and Sufficient Resources to successfully and timely complete the project; Project approach (15%)

The three (3) proposals received included similar qualifications and technical expertise. Listed in the table below are the proposed costs associated with the services.

Consultant	RFP Services Cost	Optional Services Cost*	Total Cost
Webb	\$74,010.00	\$4,930.00	\$78,940.00
ERSC	\$86,400.00	\$4,980.00	\$91,380.00
MBI	\$154,130.00	\$55,440.00	\$209,570.00

\*Note: Optional Services Cost is in addition to the RFP Services Cost and is considered standard practice for this type of agreement for these projects. This cost includes but not limited to the recordation of easement agreement, reimbursable expenses, and additional services.

In order to determine the best value for the District, Staff first ensured that all proposals received met the minimum requirements in the scope of work by conducting a systematic proposal evaluation. Based on technical qualifications, overall evaluation, and costs, Staff concluded that Webb provided the best value for the District’s needs for the Project based on the criteria outlined in the RFP. Attached as **Exhibit B** is the District Professional Services Agreement and **Exhibit C** is the Task Order No. 1 with Webb which includes the submitted Proposal.

#### **FISCAL IMPACT:**

The cost to perform the Project as proposed by Webb is \$78,940.00. This item is included in the Fiscal Year 2020/21 Capital Improvement Budget under the W21007 Zone 7 – 18” Transmission Main within Future ROW from Citrus Avenue to Lytle Creek Road Project with an available budget of \$100,000.00. Sufficient funds are available in the project budget. A summary of the available funds is as follows:

CIP FY 2020-2021 Project Name	Current Budget	Design Cost	Remaining Budget
<b>W21007 Zone 7 – 18” Transmission Main within Future ROW from Citrus Avenue to Lytle Creek Road</b>	\$100,000.00	\$78,940.00	\$21,060.00

**STAFF RECOMMENDATION:**

Staff recommends that the Engineering, Operations, and Planning Committee approve moving forward with Professional Services Agreement and Task Order No. 1 with Webb for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project as proposed by Webb in a not-to-exceed amount of \$78,940.00 and have this item considered by the full Board of Directors at a future meeting and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, Acting General Manager

BP:pa

**ATTACHMENT(S):**

1. Exhibit A - Request for Proposal
2. Exhibit B - Professional Services Agreement with Webb
3. Exhibit C - Task Order No. 1 with Webb

# EXHIBIT A



**REQUEST FOR PROPOSALS (RFP)  
PROJECT NO. W21007  
DEVELOPMENT OF CONSTRUCTION BID DOCUMENTS FOR  
18-INCH TRANSMISSION MAIN CROSSING  
ONTARIO INTERSTATE 15 FREEWAY FROM CITRUS AVENUE TO  
LYTLE CREEK ROAD**

**October 29, 2020**

**INVITATION**

West Valley Water District (“WVWD”) is requesting scope and fee proposals from professional engineering firms (“Consultant”) to provide professional design and construction staking services for the 18-inch Transmission Main crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project (“Project”). Consultants who submit proposals for this project must have experience in providing similar services for other water districts, agencies, or cities. The scope of work for the Project is included in this RFP.

This RFP is expected to result with a cost Not-to-Exceed the listed amount. The selected Consultant shall perform the tasks specified in the “Scope of Work” section of the RFP. The consultant is encouraged to suggest additional or modifications to the scope that will enhance or clarify the requested services and the suggestions should be incorporated into the proposal.

**PROPOSAL SUBMITTAL**

All proposals must be submitted via **PlanetBids** by **4:00 p.m. on Friday, November 20, 2020**. Proposals will not be accepted after the deadline.

**COMMUNICATION WITH DISTRICT DURING RFP PROCESS**

Communications between a Consultant and a member of WVWD’s Board of Directors, or between a Consultant and a non-designated WVWD contact regarding the selection or award of this contract, is **prohibited** from the time the RFP is advertised until the item is posted on an agenda for the selection of a proponent of award of the contract. During the RFP process, Consultants shall direct all questions to Al Robles, Purchasing Supervisor, **via PlanetBids**. Last day to submit questions is **Friday, November 6, 2020**. If there is any revision to the RFP, an addendum will be issued and made available to all firms receiving RFP documents. Failure of a Consultant or any of its

representatives to comply with this paragraph may result in rejection of any proposal submitted.

## **PROJECT BACKGROUND**

WVWD's service area is located in Southwestern San Bernardino County with a small part in Northern Riverside County. WVWD serves customers in the Cities of Rialto, Fontana, Colton, Jurupa Valley ("Riverside County") and unincorporated areas of San Bernardino County. The service area consists of eight (8) pressure zones: Zone 2, 3, 3A, 4, 5, 6, 7 and 8 and is divided into Northern and Southern systems by the central portion of the City of Rialto.

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

The 18-inch transmission main is required for increased development that is projected to occur in Pressure Zone 7. The proposed transmission main will connect to an existing 18-inch transmission main at Lytle Creek Road and bore under the Ontario Interstate 15 freeway and terminate at Citrus Avenue with a blind flange in anticipation of future development within the area which is approximately 650 linear feet.

The Consultant shall design the 18-inch transmission main with a 32-inch steel casing within Caltrans right-of-way ("ROW") including all necessary appurtenances including but not limited to air/vacuum release valves, blow-offs, valves, etc. The plans will need to identify Caltrans ROW and the jack and bore receiving pits. See attached **Exhibit A** for the general location/extent of the project identifying the Project.

## **SCOPE OF WORK**

The Consultant shall prepare the Construction Bid Documents and provide Construction Staking Services related to the installation of the drain line and all necessary appurtenances. The scope of work includes the following tasks and a description of the required elements of each work task is described below:

- Task 1 – Development of Construction Bid Documents;**
- Task 2 – Construction Staking Services; and**
- Task 3 – Recordation of Easement Agreement (Optional)**

### **Task 1 – Development of Construction Bid Documents**

The Consultant shall prepare the Construction Bid Documents including construction plans, bid schedule, technical specifications, Engineer Traffic Control Plans (if required by the City and/or Caltrans), and Engineer's Estimate of Probable Construction Cost.

- 1.1 WVWD Coordination. Gather necessary WVWD existing water system information and utilities in the project area. Clearly identify the locations of existing utilities, utility lines, valves, connection points to new storm drain line. Identify any requirements associated with encroachment permits, pipeline deletions, easements, etc.

- 1.2 Surveying. Review the Project Site Location and provide cost for recommended survey alternatives below with the appropriate fee schedule.

Alternative 1: Topographic field survey tied into the NAD 86 State Plane Coordinate System, including manhole dipping

Alternative 2: Aerial Survey in NAD 83 State Plane Coordinate System with ground targets, including manhole dipping

Alternative 3: Other recommended methods

Provide survey with one (1) foot contours. The survey elements shall be incorporated into the drawings. The horizontal scale shall be 1" = 40'.

The survey shall include identification of ROWs including Caltrans ROW, street centerlines, curbs and gutters, driveways, decorative concrete, power poles, city signs, speed bumps, traffic loops, street striping, fire hydrants, valve cans, easements, street monuments, assessor parcel numbers, surface and utility appurtenances, finish grade, pipelines, utility location, structural, and other elements relevant to prepare comprehensive construction documents.

Provide coordinates and a description for benchmark and basis of bearing. Professional surveying services shall be performed to support the project design preparation and all other requirements. Field survey sufficient to establish existing line and grade at the proposed project site shall be performed. This control shall be utilized for design of the proposed facilities and shall be the basis to establish location and elevation of the existing and proposed facilities.

Show sewer and storm drain manhole rim and invert, in and out elevations, and size and direction of pipe(s) extending outwards from the manhole in each direction.

The survey shall encompass the project limits of the proposed transmission main 50 feet beyond the tie in connection on Lytle Creek Road and 50 feet beyond the proposed location at Citrus Avenue.

Establish survey ground control for aerial mapping using Northern American Datum of 1983 ("NAD83") coordinates and National Geodetic Vertical Datum of 1929 county benchmark elevations.

Deliverable: Consultant shall provide the original topographical mapping file in AutoCAD format to WVWD electronically and all record information and files in PDF format that were used to establish ROWs, centerlines, property lines, and easements. Elevation difference between NGVD29 and North American Vertical Datum of 1988 shall be provided.



### 1.3 Utility Research/Coordination.

Perform utility research by obtaining all utility information within the vicinity of the proposed alignment(s) for pipeline design development. This may include conducting an Underground Services Alert (“USA”) inquiry to obtain a list of agencies that have utilities along the proposed pipeline alignment(s). However, this is not to include calling USA to mark utility locations on the roadways at this point in the design process. Coordinate with all affected utility agencies in the area and appropriately show all utilities on the plans.

Perform further field investigations to identify, verify locations, and determine the status of existing utilities. Obtain and review all applicable base map plans, atlas maps, substructure maps, specifications, reports, and record data for all existing utilities, agencies, and companies involved in the project area.

Locate, identify, and show WVWD facilities and appurtenances on the plans, including water mains, valves, hydrants, meters, service laterals, vaults, manholes, etc. Relevant water valves and manholes shall be “dipped” in conjunction with the survey to properly locate depths. All utility research shall be incorporated on plan and profile drawings and applicable details as part of comprehensive construction plan.

WVWD has obtained some utility information (Caltrans plans) which will be provided for informational purposes only. It is the Consultant’s responsibility to obtain all existing utility information.

### 1.4 Geotechnical Services.

Perform geotechnical investigation and remediation for the project site. The geotechnical services should include but not be limited to the following: pavement evaluation and design; slopes, landslides, embankments, and liquefaction; and test borings. Provide a geotechnical investigation report for the project site prepared by a qualified professional geotechnical engineering firm.

- 1.5 Potholing. If potholing is required, the Consultant shall coordinate, manage, and perform five (5) potholes of critical utility crossings, utilizing the services of a qualified potholing subcontractor. The pothole information shall be used to accurately reflect the location of existing utilities in the plans. The proposal shall include a unit price per pothole to allow for quantity adjustments during design and an encroachment pothole permit as required by the City and/or Caltrans.

- 1.6 Permits. Prior to commencing with design of the project, the Consultant shall identify the requirements for obtaining Caltrans permit. The anticipated timeline for obtaining the permit should be included in the overall project schedule that will be submitted as a part of Consultant’s proposal. The Consultant shall prepare the permit application and supporting documentation as required by the City or governing agency and under direction from WVWD. WVWD will pay for all permit fees.

- 1.7 Construction Plans shall include but not limited to the following:
- 1.7.1 Plan and profile of the transmission main line within the street and new ROW
  - 1.7.2 Existing utilities
  - 1.7.3 All necessary appurtenances
  - 1.7.4 Tie-in details
  - 1.7.5 Trench detail

- 1.8 Contract Documents. Develop detailed design plans and technical specifications in accordance with WVWD's AutoCAD standards, design standards, standard drawings, and standard technical specifications. Bid proposal sections (front ends) will be provided by WVWD. Develop special provisions, special conditions, and additional technical specifications beyond the WVWD standard specifications as appropriate. Plans and specifications shall be provided in hard copy and digital electronic format in accordance with WVWD design standards. WVWD standards can be found online at [www.wvwd.org](http://www.wvwd.org).

Complete a set of project plans and shall be prepared to indicate all construction elements, including the drain line plan and profiles, valves, fittings, vaults, and all other related facilities and details. Plans will be prepared on size 24" x 36" sheets utilizing WVWD standard title blocks with plan and profile sheets prepared at scales of 1" = 40' (horizontal) and 1" = 4' (vertical). The submittal shall include the following:

<u>SHEET</u>	<u>TITLE</u>
Sheet 1	Cover Sheet
Sheet 2	Vicinity Map, Index of Drawings and Construction Notes
Sheet 3	Pipeline Plan and Profile I
Sheet 4	Pipeline Plan and Profile II
Sheet 5	Details

The number of Pipeline Plan and Profile sheets will vary per project.

- 1.9 Construction Schedule and Cost Estimate. Prepare a detailed itemized construction schedule and Engineer's estimate of probable cost for the project.
- 1.10 Meetings.
- 1.10.1 Consultant shall attend 4 (four) progress meetings with WVWD. One (1) internally with WVWD at kick-off, one (1) to review the 30% preliminary design review, one (1) at 60% design review, and one (1) at 90% design review to coordinate responses to all review comments.
  - 1.10.2 Describe the total assumed number of meetings and associated hours in the proposal. Prepare an agenda, record all meeting minutes, and submit a copy of minutes to WVWD within three (3) working days after each meeting.

## 1.11 Deliverables.

1.11.1 30% preliminary electronic submittal in pdf format for WVWD review.

1.11.2 60% electronic submittal in pdf format of plans for WVWD review.

1.11.3 90% and 100% electronic submittal in pdf format of plans and specifications for WVWD review.

1.11.4 Final submittal shall include six (6) complete plan set on 24" x 36" bond paper, folded plans as required by Caltrans, two (2) bound 8-1/2" x 11" copy of the technical specifications, construction schedules, and Engineer's estimate of probable construction cost. Plans and specifications shall be signed and sealed by the Engineer of Record. Include an electronic copy in PDF format of the plan set, technical specifications, construction schedule, and Engineer's estimate. Also include the complete plan set of electronic files in AutoCAD format, including all drawing references, and the technical specifications electronic files in Microsoft Word format. The submitted AutoCAD files must be spatially accurate, both vertically and horizontally, to allow transfer to WVWD's Geographic Information System.

1.11.5 Consultant shall submit the plans to Caltrans as necessary per their requirements. Consultant shall coordinate responses to all Caltrans review comments with WVWD and incorporate agreed upon changes resulting from review comments into the plans until the Permit is approved.

1.12 Bid Support Services. Attend the pre-bid meeting, respond to five (5) Request for Information ("RFIs"), and prepare an addendum.

## **Task 2 - Construction Staking Services**

Provide construction survey and staking prior to the construction of the project. Provide horizontal and vertical survey control points throughout the Project. Construction staking shall be set at 50-foot intervals offset from and graded to finish surface for the storm drain line. Construction staking for storm drain line appurtenances including but not limited to proposed standpipe and manhole(s) shall be staked for actual location with a second stake for offset and grade. Prepare grade sheets including field notes.

## **Task 3 – Recordation of Easement Agreement (Optional)**

If it is determined the proposed location of the transmission main is not within public ROW, include the following but not limited to, provide a boundary survey, prepare an easement agreement including Exhibit A legal description of easement, Exhibit B depiction of easement area, Exhibit C description of the property, and record it with the County Recorder's office.

## **TENTATIVE PROJECT SCHEDULE**

10/29/2020	Issuance of RFP
11/6/2020	Deadline for questions
11/13/2020	Last addendum issued
11/20/2020	Proposals due by 4:00 PM
12/9/2020	Engineering and Planning Committee meeting
12/17/2020	Board meeting
12/18/2020	Award contract
1/5/2021	Tentative Kickoff Meeting

The final submittal is expected within six (6) calendar months from the date of the kick-off meeting. The schedule assumes that WVWD's review and comments at each submittal interval will be provided to the consultant within two (2) weeks after receipt of submittal. Please note that the schedule is subject to change.

## **PROPOSAL REQUIREMENTS**

WVWD requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. The Consultant's proposals shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received. Proposals should include the following:

1. Cover Letter. A brief summary containing highlights of Consultant's proposed approach to the services described in the RFP, including a statement of its understanding of the project and services required, signed by an individual authorized to bind the proposing firm stating the firm has read and will comply with all terms and conditions of the RFP.
2. Background on Firm. A brief description of the firm including the size of the organization, location of offices, years in business, organizational chart, name of owner and principal parties, and titles of staff. Qualifications of individuals who will perform the work listed in the Scope of Work along with identification of the individual who will be WVWD's main contact, the proposed team members to be assigned to the project including sub-consultants, which staff members are locally based, and which are located at other offices, if applicable.
3. Statement of Understanding and Approach. Provide a description of the methodology the firm will use to complete the Scope of Work as detailed in this RFP. Discuss and describe the firm's experience working on similar projects and provide a statement of the services your firm feels would differentiate your firm from others. Additionally, as a part of the summary, identify the responsibilities of WVWD and the responsibilities of the firm, and indicate relevant Projects that were completed by employees while working for other firms must also be indicated.
4. Scope of Work. Provide details with specific task descriptions to demonstrate that the proposer has considered all aspects of the proposal and that the proposer will cover them thoroughly.

5. References. Provide the following information for three (3) projects which are similar in scope to the project requested by this proposal:
  - a. Name, address, and telephone number of the client;
  - b. Person to contact for references;
  - c. Time period of project and brief description of the services provided
6. Additional Information. WVWD has outlined the requirements of this project in as much detail as is currently known. Respondents may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Please provide any exceptions, additional information, or suggestions that will aid in the selection process (attachments are acceptable). Please keep these as brief as possible. This information should be included in the twenty pages allocated.
7. Cost Estimates of Consulting Fee. Each proposal shall include a cost estimate for providing services. A detailed man-hour estimate by personnel classification for the major portions of the work broken down through each of the tasks. All current hourly fee schedules should be based on the Consultant's current fee schedule. Estimated costs must include all labor, materials, equipment, professional services, insurance, travel, profit, and all other costs and expenses for the proposed project with a total "not to exceed" amount.
8. Project Schedule. Provide a project schedule with significant milestone events or deadlines. Scheduling milestones should be concrete and achievable; however, they may be revised on approval of both parties.
9. Statement that design milestones listed herein can be met with current resources available to the Consultant.
10. Acceptance of WVWD's Agreement for Professional Services, insurance and indemnity requirements.
11. Compliance with all federal laws relating to affirmative action, drug-free work place, minimum wage, and lobbying.

### **SELECTION CRITERIA**

WVWD intends to engage the most qualified Consultant available for this assignment. Therefore, it is imperative that the Consultant's proposal fully address all aspects of the RFP. Based on selection criteria, qualified Consultant teams may be selected for separate interviews prior to making the recommendation to WVWD's Board of Directors. Contract negotiation will commence following WVWD's review and scoring of proposals and WVWD's Board of Directors approval of selected Consultant. Proposals submitted will be evaluated by a committee comprised of WVWD staff. The committee's evaluation will be based upon, but not limited to the following criteria:

1. Qualifications and specific Experience of the assigned Project Team Members and Relevant Past Performances and Experience of the Firm (40%).
2. Fees & Cost, Estimated Labor Hours, Not-To-Exceed Design Services Pricing and other anticipated Costs (25%).

3. Ability of the Consultant to meet Project Schedule (20%).
4. RFP Responsiveness, Clarity and Conformance; Demonstrated Capability and Sufficient Resources to successfully and timely complete the project; Project approach (15%).

WVWD will select the proposal that best meets its needs and no one criterion will be determinative. While cost is a key consideration, WVWD reserves the right to choose the best proposal, which may not be based on price. After evaluating the proposals, WVWD reserves the right to further negotiate the proposed work and/or method and amount of compensation. The Consultant must clearly state the period of time for which the proposal will be valid. This period must not be less than ninety (90) days from the date of submittal.

WVWD exercises its discretion in selecting a firm or individual that presents the proposal that, in sole judgment of WVWD, best serves the interest of WVWD. WVWD reserves the right to waive minor irregularities in any proposal, reject any proposal that fails to meet the proposal requirements in any respect, to reject all proposals for any reason or to cancel in part or in its entirety the RFP.

### **PROPOSAL LENGTH**

The proposal shall not exceed twenty (20) 8-1/2" x 11" pages in length. One (1) page is equivalent to text on front and back of page, exclusive of the fee estimate and exclusive of resumes.

### **FEE ESTIMATE**

A Not-to-Exceed fee based on the services outlined in the Scope of Work MUST be submitted. A detailed man-hour estimates by personnel classification for the major portions of the work broken down through each of the tasks. Provide sub-consultant fee proposals. All current hourly fee schedules should be based on the consultant's current fee schedule. This amount will not be exceeded without the advance written approval of WVWD.

Once the project is underway, Consultant shall notify WVWD when costs exceed 80 percent of the budgeted amount and prepare a revised scope and budget to complete the work. Consultant shall not be obligated to perform work beyond these budgets, and WVWD shall not be obligated to compensate Consultant beyond the budgets unless there is advance, written approval.

### **ADDITIONAL INFORMATION**

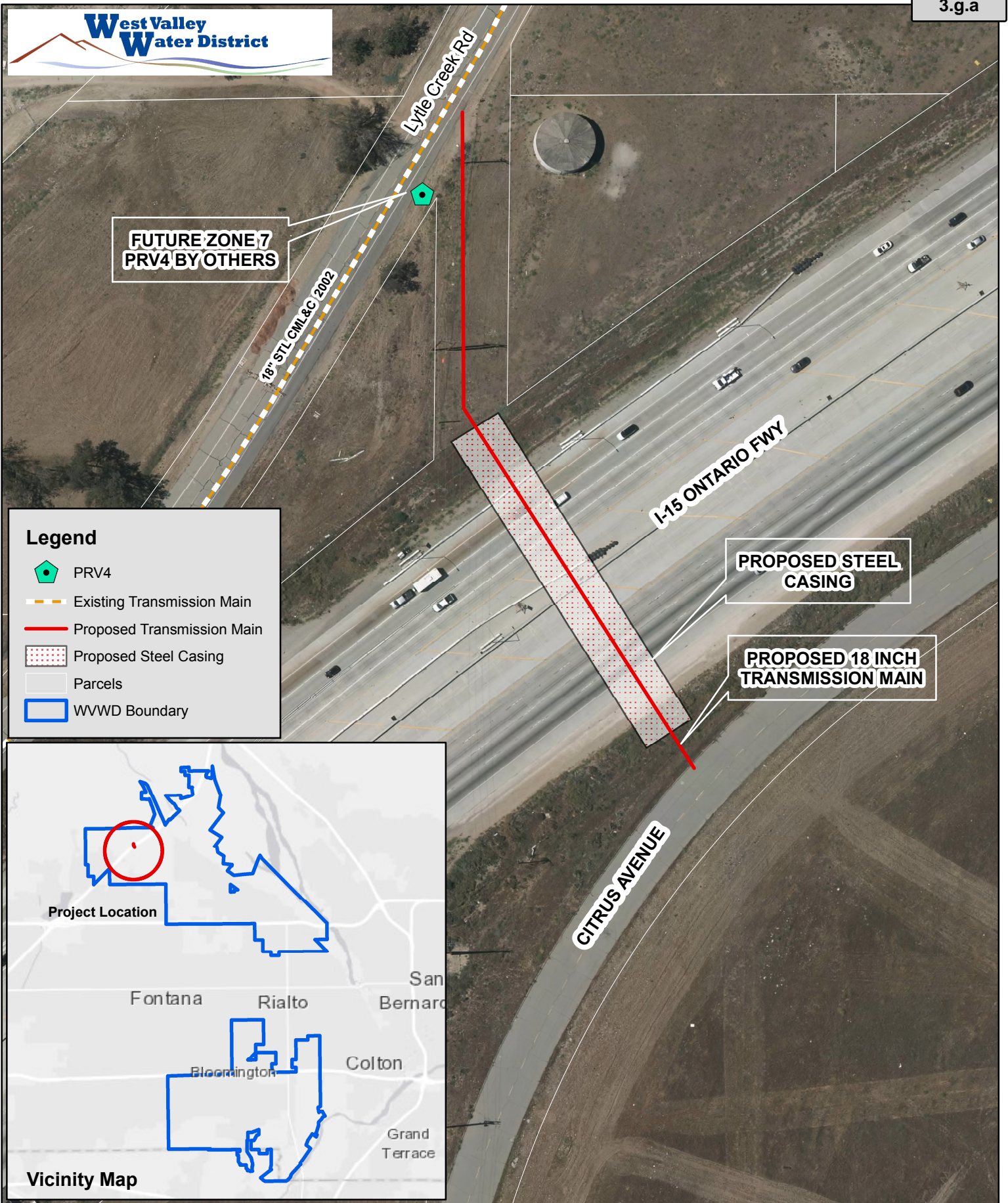
WVWD shall not be liable for any pre-contractual expense incurred by the Consultant. WVWD reserves the right to withdraw this RFP at any time and makes no representations to this RFP. WVWD reserves the right to postpone consideration of the proposals and to reject any and/or all proposals without indicating any reasons, therefore.

Thank you for your interest in working with WVWD for this service. We look forward to receiving your proposal.

Enclosures: Exhibit A – Proposed 18-inch Transmission Main General Location/Extent of the Project

# EXHIBIT A





**FUTURE ZONE 7  
PRV4 BY OTHERS**

**18" STL CML&C 2002**

**Lytle Creek Rd**

**I-15 ONTARIO FWY**

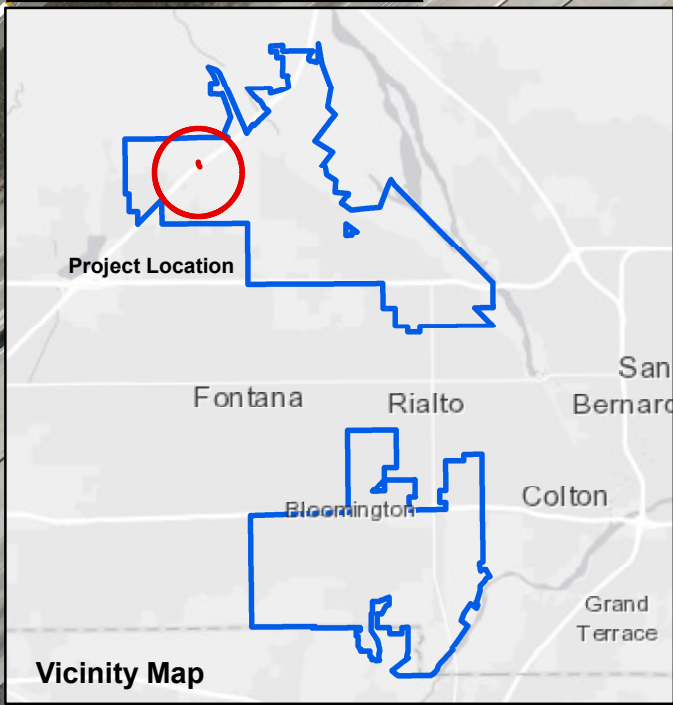
**PROPOSED STEEL CASING**

**PROPOSED 18 INCH TRANSMISSION MAIN**

**CITRUS AVENUE**

**Legend**

- PRV4
- Existing Transmission Main
- Proposed Transmission Main
- Proposed Steel Casing
- Parcels
- WVWD Boundary



**EXHIBIT A**

*Proposed 18 inch Transmission Main with Steel Casing  
within Future Right-of-Way from Citrus Avenue to Lytle Creek Rd.*



0 50 100

# EXHIBIT B



# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

***Albert A. Webb Associates***

**TABLE OF CONTENTS**

	<b>Page</b>
Section 1. Term of Agreement .....	1
Section 2. Scope and Performance of Services .....	1
Section 3. Additional Services and Changes in Services .....	3
Section 4. Familiarity with Services and Site .....	3
Section 5. Compensation and Payment .....	4
Section 6. Required Documentation prior to Performance .....	4
Section 7. Project Documents .....	5
Section 8. Consultant’s Books and Records .....	5
Section 9. Status of Consultant .....	6
Section 10. Compliance with Applicable Laws .....	7
Section 11. Conflicts of Interest.....	7
Section 12. Confidential Information; Release of Information.....	7
Section 13. Indemnification .....	8
Section 14. Insurance.....	9
Section 15. Assignment.....	9
Section 16. Termination of Agreement.....	9
Section 17. Notices .....	10
Section 18. General Provisions .....	11
Exhibit “A” Task Order	
Exhibit “B” Key Personnel	
Exhibit “C” Insurance	

**AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 17th day of December, 2020 (“Effective Date”) is by and between West Valley Water District (“District”) and Albert A. Webb Associates (“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.

**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  
                                      Acting General Manager

(Tel.) 909-875-1804  
 (Fax) 909-875-1849

To Consultant:            Albert A. Webb Associates  
                                      3788 McCray Street  
                                      Riverside, CA 92506  
                                      Attention: Bruce Davis, P.E., Senior Vice President

(Tel.) 951-686-1070  
 Email: [bruce.davis@webbassociates.com](mailto:bruce.davis@webbassociates.com)

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

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

or

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

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States

Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

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

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

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement, 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, Acting 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**

**SAMPLE**

**TASK ORDER NO.   1**

This Task Order ("Task Order") is executed this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between West Valley Water District, a public agency of the State of California ("District") and \_\_\_\_\_ ("Consultant").

**RECITALS**

- A. On or about \_\_\_\_\_, 2020 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**

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

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

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

**APPROVED AS TO FORM:**

**TAFOYA LAW GROUP, APC**

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

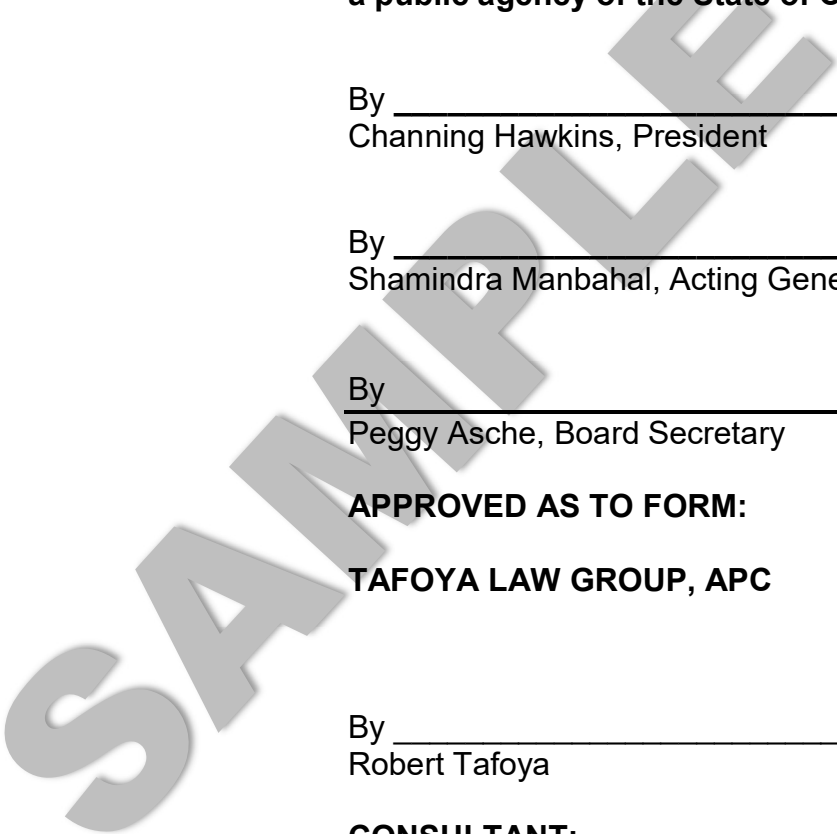
**CONSULTANT:**

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

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_



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

**SAMPLE**

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

**SAMPLE**

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

**SAMPLE**

**EXHIBIT B**  
**KEY PERSONNEL**



## KEY PERSONNEL

1. 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:

Bruce Davis, P.E., Senior Vice President

2. Consultant shall exercise reasonable efforts to keep such key personnel employed in connection with the project as long as reasonably necessary to fulfill obligations under this Agreement. Consultant shall provide appropriate notice to the District prior to key personnel removal or replacement. Consultant shall submit the resume of the personnel nominated to fill the positions listed in the Request for Proposals ("RFP") to the District for review. Key personnel, included in the RFP, are the following:

Bruce Davis, P.E. - Senior Vice President  
Siming Zhang, P.E. – Senior Engineer  
Dilesh Sheth, P.E., T.E. – Vice President  
Michael Johnson, L.L.S. – Director  
Brian Wolfe, P.E. – Senior Engineer  
Gustavo Gomez, P.E. - Associate Engineer  
Elizabeth Xiong – Assistant Engineer

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.

# EXHIBIT C

## TASK ORDER NO. 1

### Development of Construction Bid Documents for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project

This Task Order ("Task Order") is executed this 17th day of December, 2020 by and between West Valley Water District, a public agency of the State of California ("District") and Albert A. Webb Associates ("Consultant").

#### RECITALS

- A. On or about December 17th, 2020 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**

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

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

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

**APPROVED AS TO FORM:**

**TALOYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Taloya

**CONSULTANT:**

**ALBERT A. WEBB ASSOCIATES**

By \_\_\_\_\_

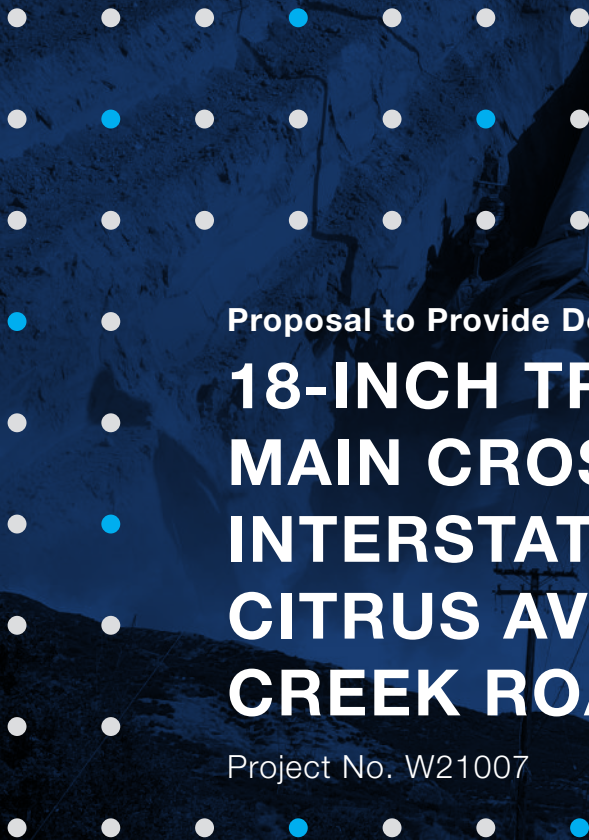
Name \_\_\_\_\_

Its \_\_\_\_\_



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

- 1. Engineering Design Services for the Development of Construction Bid Documents for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project per the attached proposal dated November 20, 2020.**



Proposal to Provide Development of Construction Bid Documents

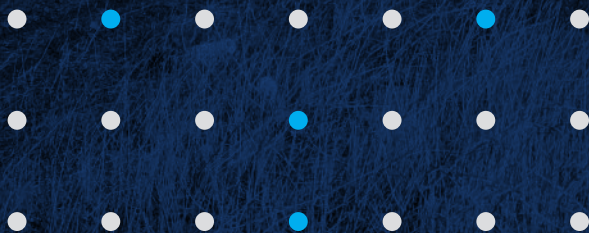
# 18-INCH TRANSMISSION MAIN CROSSING ONTARIO INTERSTATE 15 FREEWAY FROM CITRUS AVENUE TO LYTLE CREEK ROAD

Project No. W21007

Prepared for



November 20, 2020





# Table of Contents

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**Section 1.** Cover Letter..... **1**

**Section 2.** Background of Firm..... **3**

**Section 3.** Statement of Understanding and Approach ..... **4**

**Section 4.** Scope of Work..... **8**

**Section 5.** References ..... **12**

**Section 6.** Additional Information ..... **20**

**Section 7.** Cost Estimate of Consulting Fee..... **27**

**Section 8.** Project Schedule ..... **28**



# Section 1. Cover Letter



**Corporate Headquarters**  
3788 McCray Street  
Riverside, CA 92506  
T: 951.686.1070

**Palm Desert Office**  
74967 Sheryl Avenue  
Palm Desert, CA 92260  
T: 951.686.1070

**Murrieta Office**  
41870 Kalmia Street #160  
Murrieta, CA 92562  
T: 951.686.1070

November 20, 2020

Linda Jadeski  
Engineering Services Manager  
West Valley Water District  
855 West Baseline Road  
Rialto, CA, 92376-3103

**RE: Development of Construction Bid Documents for 18-Inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road**

Dear Ms. Jadeski:

Enclosed is Albert A. Webb Associates’ (WEBB) proposal to provide engineering services for the Development of Construction Bid Documents for 18-Inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road for the West Valley Water District (WVWD). WVWD needs a trusted and experienced technical team to manage and lead this project.

This WEBB Team fully understands the importance of this project to WVWD’s overall goals to install an 18-inch water transmission main in a 32-inch steel casing under the I-15 freeway north of Duncan Canyon Interchange for WVWD to serve future development. The total project length is approximately 650-LF with approximately 300-LF of steel casing. The project will connect to an existing 18-inch steel pipeline on the north side of the project along Lytle Creek Road and will be blind flanged on the south end in anticipation of future expansion of the Zone 7 system.

WEBB’s proposal delves into the success factors of the project providing WVWD a clear path to meeting project objectives, illustrates our approach, and lays out a clear scope of work.

**Success Factors**

In order to be successful on WVWD’s project, WEBB has identified that following success factors that will need to be taken into consideration.

- Feasible alignment
- Considering existing public right-of-way
- Possible acquisition of private easements
- Clearances to existing utilities and structures
- Location of Caltrans crossing
- Permitting considerations

On behalf of our entire project team, I would like to thank WVWD for this opportunity to submit our proposal for this very important project. We look forward to discussing our team, our scope, and ideas with you in greater detail.

Our team members will remain available throughout the duration of the project. As a result, you can be confident your water system improvements will be successfully completed in a timely and professional manner. We look forward to the opportunity to continue working together. If you have any questions regarding our proposal, please contact me directly at 951.686.1070, or by email at [bruce.davis@webbassociates.com](mailto:bruce.davis@webbassociates.com).

***All design milestones listed herein can be met with WEBB's current resources available.***

***WEBB agrees to WVWD's Agreement for Professional Services, insurance and indemnity requirements.***

***WEBB is in compliance with all federal laws relating to affirmative action, drug-free work place, minimum wage, and lobbying.***

Sincerely,



**Bruce Davis, PE**

Principal-in-Charge

951.686.1070

[bruce.davis@webbassociates.com](mailto:bruce.davis@webbassociates.com)

## Section 2. Background of Firm

Albert A. Webb Associates (WEBB), a **Corporation**, has consistently provided civil engineering services to public sector clients throughout California since 1945. This means our clients receive the benefit of a financially stable firm that has withstood many diverse economic times. WEBB is a mid-size consulting firm with offices in Riverside, Palm Desert, and Murrieta to best meet the needs of all of our clients. WEBB has over 150 associates and the in-house expertise to address the needs of cities, water and special districts, counties, regional agencies, and our partner firms within the industry. WEBB offers a broad range of services to meet the objectives of our clients which include project development, planning, design, entitlement, funding, permitting, construction management, and inspection.

### Service Departments

- Water Resources
- Construction Management and Inspection
- Land Development Engineering
- Traffic and Transportation Engineering
- Planning and Environmental
- Land Survey and Mapping Services
- Landscape Architecture
- Geographic Information Systems

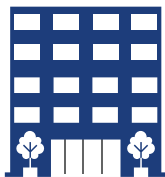
### Owner and Principal Parties

- Matthew Webb, PE, TE, LS - President/CEO
- Scott Webb - Senior Vice President
- Steve Webb - Director of Risk Management
- Mohammad Faghihi, PE - Chief Operations Officer
- Kevin W.M. Ferguson - Chief Development Officer
- Todd Smith - Chief Financial Officer
- Sam Gershon, RCE - Senior Vice President
- Scott Hildebrandt, PE - Senior Vice President
- Bruce Davis, PE - Senior Vice President
- Brian Knoll, PE - Senior Vice President
- Dilesh Sheth, PE, TE - Senior Vice President
- Stephanie Standerfer - Vice President
- Jason Ardery, PE, TE, LLS, CPESC, QSD - Vice President
- Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM - Director
- Emily Webb, J.D. - Senior Land Use and Entitlement Specialist

### Firm Specifics

# 1945

**Founding Year**



**Corporate Headquarters:**

3788 McCray Street  
Riverside, CA 92506  
951.686.1070

# 155

**Number of Employees**



**Palm Desert Office:**

74967 Sheryl Avenue  
Palm Desert, CA 92260  
T: 951.686.1070

# 53

**Professional Licenses**



**Murrieta:**

41870 Kalmia Street #160  
Murrieta, CA 92562  
951.686.1070





# Section 3. Statement of Understanding and Approach



Looking South Across I-15 from Lytle Creek Road

The project entails installing an 18-inch water transmission main in a 32-inch steel casing under the I-15 Freeway north of the Duncan Canyon Interchange for WWWD to serve future development. The total project length is approximately 650 LF with an approximately 300 LF steel casing. The project will connect to an existing 18-inch steel pipeline on the north side of the project along Lytle Creek Road and will be blind flanged on the south end in anticipation of future expansion of the Zone 7 system (**Exhibit 1**). The area has various underground and overhead utilities and is within both Caltrans, City of Fontana, and possibly County of San Bernardino rights-of-way.

The project must identify a feasible alignment considering existing public right-of-way, possible acquisition of private easements, clearances to existing utilities and structures, and location of the Caltrans crossing and permitting considerations.

WEBB’s approach will first be to map the area and perform utility research to determine the property boundaries, Caltrans, City of Fontana, and County of San Bernardino public right-of-way limits, and utility locations, both above ground and buried. WEBB has identified the following existing utilities:

- WWWD Water Pipeline
- Buried Fiber Optic Cable
- Overhead electrical with utility poles and guy wires crossing the I-15 Freeway
- Overhead cable or telephone probably crossing under the I-15 Freeway
- Storm drain crossing under the I-15 Freeway
- Probable Weather Station located on the southeast side of the freeway with utility service

The additional utility research and detailed job walk should identify any other utilities in the area. Field survey will be required to precisely locate the utility poles, guy wires, storm drain inverts, and other USA marks. The mapping will show all surface features, plot underground utilities per record maps, and show surface elevation contours.

Our in-house staff has extensive experience with field survey, aerial topography with our partner, Inland Aerial Survey, Inc., right-of-way mapping on Caltrans facilities and utility research on numerous pipeline projects.

WEBB's next step will be to propose an alignment and identify any possible potholing requirements necessary for this alignment. The alignment must consider clearances to the existing utility poles and the guy wires. It appears the electrical utility is doing some improvements to the overhead wires and guy wires in the project area. These new improvements must be considered in the alignment selection. WEBB will coordinate with WVWD Staff on the proposed alignment and incorporate any staff comments in the proposed alignment. WEBB anticipates this coordination with WVWD at the 30% design submittal and meeting.

Typically, Caltrans requires perpendicular crossings per their Encroachment Permits Manual. Other key considerations for this Caltrans permit will include depth of the pipe, thickness of casing (varies based on diameter and length), sub-surface soil considerations identified in a geotechnical investigation, and location of the jacking and receiving pits. Caltrans recommends 10-FT or deeper depth for 15-inch to 24-inch diameter casing and 15-FT or deeper depth for 25-inch to 48-inch diameter casing. Additional loading calculation and coordination with Caltrans are anticipated if depth is shallower. These requirements are outlined in Chapter 600 under the Utility Permits.

The required geotechnical investigation must be performed per Caltrans standards and specifically address anticipated jack and boring operation. For this project, the pavement on the freeway covers the center median. Based on our recent experience on crossing the I-15 with similar conditions, Caltrans will probably not require a boring in the center median. We anticipate two borings outside of the traveled freeway. Another consideration is the potential for large cobbles within the proposed crossing alignment. The geotechnical investigation must address this potential. WEBB will coordinate with local specialty contractors on the feasibility of a jack and bore operation with the sub-surface conditions identified and will consider changes to project requirements which could include micro-tunneling or other trenchless methods. It is possible the casing size may need to be increased to allow contractor personnel to access the casing to remove large cobbles if encountered during the jack/bore operation. WEBB proposes to use LandMark Consultants, for the geotechnical investigation and will work closely with both Caltrans and Division of Occupational Safety and Health Mining and Tunneling Unit as the investigation progresses.



Looking North Along Lytle Creek - Buried FO Cable



Existing Above Ground Cable to Underground at Freeway

The borings for the investigation will require a permit from the agency impacted or a right-of-entry from a private owner. WEBB has successfully teamed with LandMark on previous projects crossing Caltrans freeways.

WEBB will prepare plans with all Caltrans requirements, fill out the Caltrans application, and coordinate with Caltrans' Office of Encroachment Permits for final approval. Note that recently Caltrans has closed inactive permits and has only allowed approximately six months for new permits to start construction. This does not leave much time to finalize the plans and specification, bid/award the project, and have the contractor order materials and initiate construction. The project team will need to pay close attention to expiration date of the permit and keep the Caltrans permit engineer 'in the loop' regarding the construction schedule.

WEBB will coordinate with the City of Fontana and possibly the County of San Bernardino for encroachment permits. WEBB will fill out all required applications, prepare plans per the agency's standards, submit all required documents and coordinate with the agency for permit approvals. WEBB also anticipates an underground classification permit from Cal DIR Division of Occupational Safety and Health, Mining and Tunneling Unit. WVWD will pay any agency review or permit fees associated with these permits.

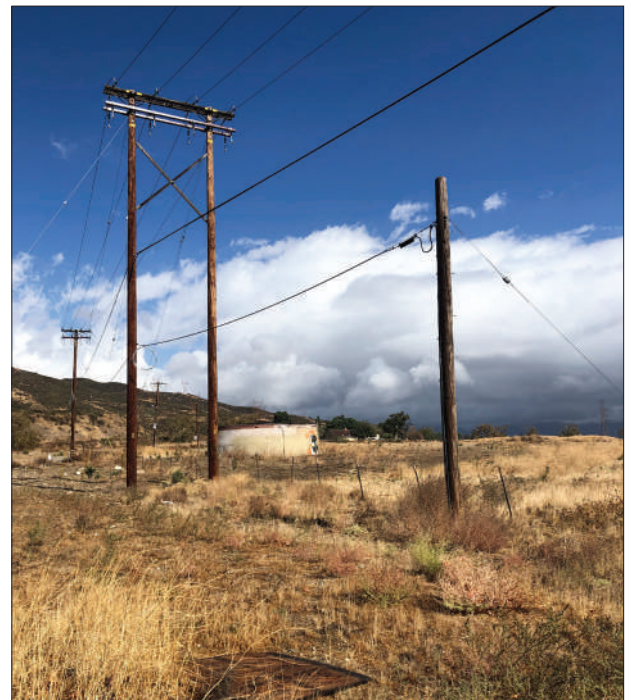
If the proposed alignment is outside of the existing public right-of-way, as an optional item (Task 3), WEBB will obtain a title report and then prepare legal descriptions and plat maps of the proposed easement and record the signed easement at the County Recorder's office. It is anticipated WVWD will perform all negotiations with the private owner and make all payments necessary to obtain the easement.

WEBB will prepare the construction plans and contract documents for the project. These documents will include all the permit requirements from all agencies and identify any additional requirements for coordination during construction and whether WVWD construction management or the contractor will perform those duties. WVWD Staff will review and comment on all submittals and WEBB will incorporate all comments into the next revision.

WEBB anticipates WVWD will handle the CEQA documentation. Note that Caltrans will require a copy of the CEQA document(s) for processing of the encroachment permit.

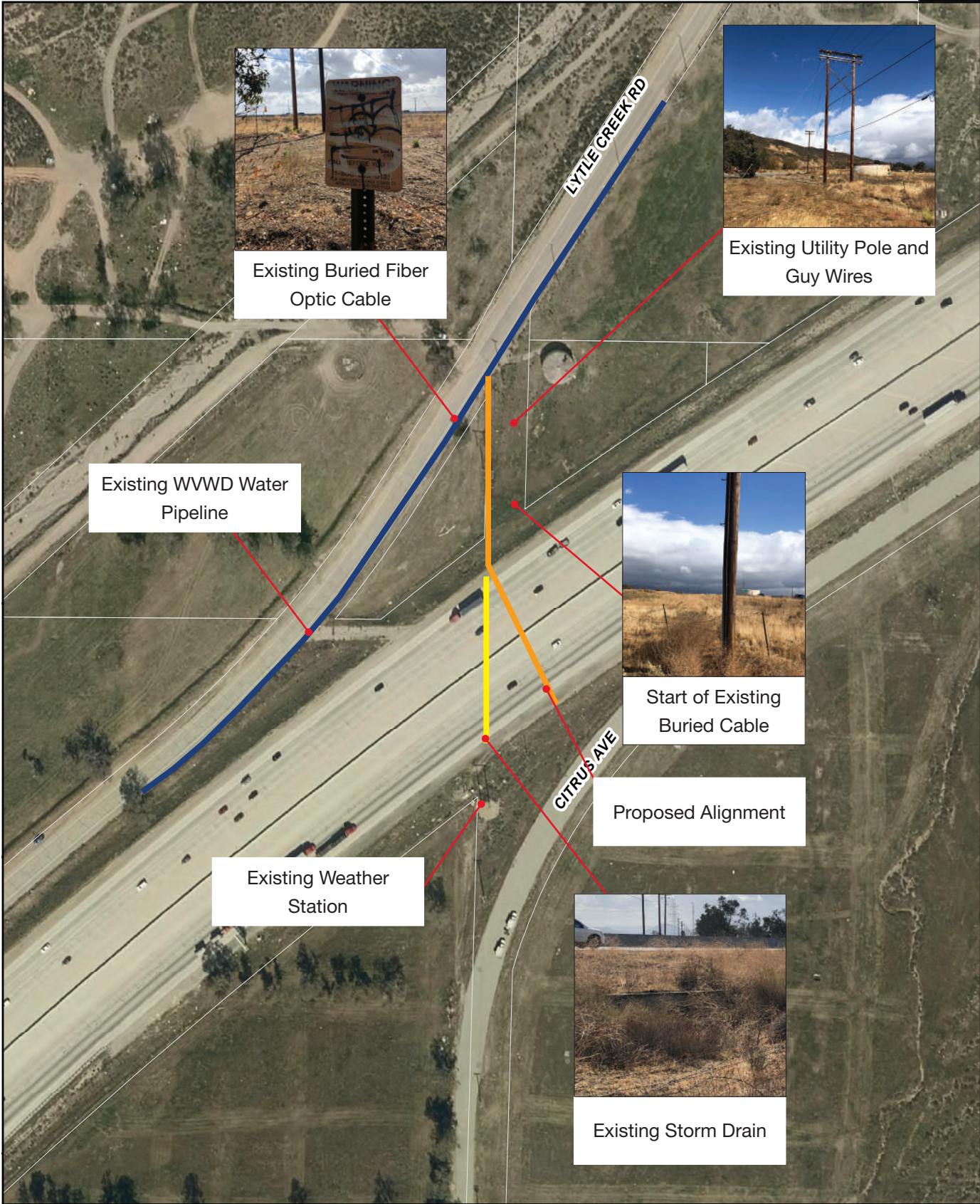


(Above) Cable Sign Along Lytle Creek Road  
(Below) Looking South at Existing Storm Drain  
Crossing I-15



Looking North towards Lytle Creek Road





Sources: Riverside Co. GIS, 2020;  
 USDA NAIP, 2018

**Figure 1 - Aerial Map**  
 WWVD 18" Transmission Main



0 100 200 300  
 Feet





## Section 4. Scope of Work

WEBB acknowledges the Scope of Work requirements listed in the RFP and will complete that scope as written. The following is a more descriptive discussion of the scope of work to highlight WEBB's understanding and approach to this project.

WEBB will prepare a complete package of Construction Bid Documents outlining the entire project in enough detail for accurate and complete bidding purposes. The work includes coordination with the appropriate public agencies and obtaining construction permits for the project. In addition, WEBB will provide Construction Staking Services related to the installation of the casing under the freeway, the pipeline, and all necessary appurtenances. The staking will include the setting and monitoring of temporary construction monuments at the freeway surface during the installation of the casing. If right-of-way is required outside the available public right-of-way, WEBB, as an optional item, will prepare and record easement documents for the project.

The scope of work has been divided into the following tasks per the RFP:

### **Task 1 – Development of Construction Bid Documents**

### **Task 2 – Construction Staking Services**

### **Task 3 – Recordation of Easement Agreement (Optional)**

### **Task 1 – Development of Construction Bid Documents**

WEBB will prepare a complete package of Construction Bid Documents which shall include at a minimum construction plans, bid schedule, technical specifications, permits, and Engineer's Estimate of Probable Construction Cost. We do not anticipate preparing traffic control plans for this project as the WATCH or MUTCD manuals should be adequate for this particular project, however, in the event that traffic control plans are required by a public agency, WEBB will prepare traffic control plans for submittal and review during the permitting process.

**1.1 WVWD Coordination** - WEBB will coordinate with WVWD Staff to obtain all necessary information on the existing WVWD water system and utilities in the project area. These facilities will be plotted on the base maps.

**1.2 Surveying and Mapping** - Surveying and Mapping. Webb proposes to implement Alternative 2: Aerial Survey in NAD 83 State Plane Coordinate System with ground targets, including manhole dipping and collecting additional data such as storm drain headwall and flow line during the field survey. Because of the Caltrans freeway, the aerial survey will be the most cost effective approach, avoiding delays and costs to obtain access permits on the freeway.

The mapping and survey have one (1) foot contours and a horizontal scale of 1" = 40', incorporating all survey elements and data into the drawings. Coordinates and a description for benchmark and basis of bearing will be provided. The survey ground control for aerial mapping will be established both using Northern American Datum of 1983 ("NAD83") coordinates and National Geodetic Vertical Datum of 1929 county benchmark elevations. The elevation difference between NGVD29 and North American Vertical Datum of 1988 shall be provided.

All ROWs will be identified including Caltrans ROW, freeway lanes and pavement, street centerlines, power poles, city signs, street striping, fire hydrants, valve cans, easements, street monuments, assessor parcel numbers, surface and utility appurtenances, finish grade, pipelines, utility location and other elements relevant to prepare comprehensive construction documents. We anticipate no structural elements, traffic loops, speed bumps, curbs and gutters, driveways, or decorative concrete based on our initial field walk.

As requested, the survey will encompass the project limits of the proposed transmission main 50 feet beyond the tie in connection on Lytle Creek Road and 50 feet beyond the proposed location at Citrus Avenue.



All original topographical mapping file in AutoCAD format will be provided to WVWD electronically, as well as all recorded information and files in PDF format that were used to establish ROWs, centerlines, property lines, and easements.

**1.3 Utility Research/Coordination** - WEBB will conduct complete utility research within the project limits. This will include coordination with Underground Services Alert (“USA”) to obtain all registered utilities in the area. Beyond what is provided by WVWD, WEBB will also obtain Caltrans design drawing showing the freeway improvements within the project area. All identified utilities will be shown the mapping.

WEBB will perform a field walk to identify any other utility within the project area, and verify any locations based on surface features. WEBB notes the following utilities were identified during proposal preparation; buried fiber optic cable, water pipeline (WVWD), storm drain under the freeway, overhead electrical with double poles and guy wires, above ground cable with poles, underground cable (location unknown), and above grade weather station and supporting electrical/control cabinets. Typically, dry utilities only provide atlas maps. WEBB will further coordinate with utilities as necessary to determine clearance requirements during construction.

**1.4 Geotechnical Services** - LandMark is a qualified professional geotechnical engineering firm and will perform a geotechnical investigation for the project site based on the proposed project and anticipated construction techniques. The report shall include evaluation of a probable jack and boring operation and a pavement evaluation and design if pavement is to be replaced. We anticipate two test borings on either side of the freeway to best evaluate the anticipated conditions under the freeway. We do not anticipate a boring in the center median of the freeway because of the existing concrete pavement. LandMark will provide a geotechnical investigation report for the project site. The report will be submitted to WVWD for review and used in the coordination with Caltrans for an encroachment permit. All Caltrans requirements will be addressed.

**1.5 Potholing** - WEBB anticipates potholing at the proposed connection point and possibly at crossings of a fiber optic cable and other communication cables as they cross under the freeway or cross the proposed alignment. Our proposal includes performing up to five potholes. Our partner, C Below, will obtain permits, perform all field work, and provide a potholing report. WEBB will survey the locations and elevations and plot the information on our plans. Our budget includes a base fee for permitting and coordination and a per pothole charge for quantity adjustments.

**1.6 Permits** - WEBB anticipates obtaining permits and coordination from the following agencies:

- City of Fontana (encroachment permit)
- Caltrans (encroachment permit)
- County of San Bernardino (traffic control only depending upon final extent of the pipeline)
- DIR Division of Mining and Tunneling (Underground Classification)

WEBB has recently obtained permits from Caltrans on two separate crossings of freeways. WEBB will coordinate with the encroachment permit section of Caltrans to obtain anticipated requirements for the project. It is noted WVWD will provide the CEQA documents appropriate for the project. WEBB will prepare and submit all permit applications and required information as required. For Caltrans, the design plans, geotechnical report, and CEQA documentation are anticipated along with the application form. It is possible Caltrans may request a monitoring plan during the permitting process. WEBB has included this work as part of Task 2 and will prepare the plan at this point of the project with WVWD's concurrence. It is also noted that WVWD will pay for all fees associated with the permit.

Construction Plans. WEBB will prepare the construction plans for the project. The plans will show the proposed transmission main alignment, all applicable right-of-ways and new easements if necessary, all proposed appurtenances, connection details and trench details with pavement repair requirements, if necessary, and jack and bore pit locations confirming appropriate space for equipment requirements. The plans will be prepared per WVWD's AutoCAD standards.

WEBB will prepare Plans 24-inch x 36-inch sheets utilizing WVWD standard title blocks with plan and profile sheets prepared at scales of 1" = 40' (horizontal) and 1" = 4' (vertical). The design package for this project is anticipated to be as follows:

<u>SHEET</u>	<u>TITLE</u>
Sheet 1	Cover Sheet
Sheet 2	Vicinity Map, Index of Drawings and Construction Notes
Sheet 3	Pipeline Plan and Profile I
Sheet 4	Details

**1.7 Contract Documents** - Along with the construction plans noted above, WEBB will prepare a complete package of contract documents, including special conditions/ provisions, permits, special technical specifications such as jack/bore minimum requirements, standard drawings, and standard technical specifications. These will be combined with bid proposal sections (front ends) provided by WVWD. The documents will be provided both in hard copy and digital electronic formats in accordance with WVWD design standards. Final plans and specifications shall be signed and sealed by the Engineer of Record, who is a registered civil engineer in the State of California.

**1.8 Construction Schedule and Cost Estimate** - WEBB will prepare a detailed construction schedule in the detail appropriate for this project and Engineer's estimate of probable cost for the project. The schedule will include at a minimum tasks for submittal reviews, material purchasing, coordination with the Caltrans field inspector, jack and bore operation, pipeline construction, final connection, and punch list items. The estimate of probable cost will use the bid sheet items for bid comparison purposes.

**1.9 Meetings** - WEBB anticipates a total of four progress meetings with WVWD: One kick-off meeting to review the project approach, critical success factors, and lessons learned; One to review the 30% preliminary design review; One at 60% design review, and; One at 90% design review. WEBB will prepare meeting agenda and meeting minutes and track action items and review comments for each meeting.

**1.10 Deliverables** - WEBB anticipates the following deliverables for this project:

- 1.10.1 30% preliminary electronic submittal in PDF format for WVWD review
- 1.10.2 Draft and Final Geotechnical Investigation
- 1.10.3 60% electronic submittal in PDF format of plans for WVWD review including potholing report
- 1.10.4 90% and 100% electronic submittal in PDF format of plans and specifications for WVWD review
- 1.10.5 Anticipated Construction Schedule
- 1.10.6 Engineer's estimate of probable construction cost
- 1.10.7 Caltrans permit submittal
- 1.10.8 City of Fontana submittal
- 1.10.9 County of San Bernardino submittal, if required

**1.11 Bid Support Services** - WEBB will attend the pre-bid meeting in the field with contractors, respond to five Request for Information ("RFIs"), and prepare an addendum to the contract documents.

## **Task 2 - Construction Staking Services**

WEBB will provide construction survey and staking for the project. The survey will include pipeline staking at 50-ft intervals and all bends and connections including horizontal and vertical control, and jack and bore pit limits. WEBB will prepare and provide grade sheets including field notes. In addition, WEBB will prepare a monitoring plan and set and monitor monuments for the freeway during the jack/bore operation.

Note that current Caltrans requirements for jack and bore operations requires that the freeway surface be monitored every two hours during the actual jack and bore operation and then three times post construction. We have anticipated a typical jack and bore operation with a full time one-man survey crew for this monitoring effort. Our budget reflects our typical recent experience for survey monitoring anticipated for this proposed Caltrans crossing.

### **Task 3 – Recordation of Easement Agreement (Optional)**

As an optional item, WEBB will prepare a boundary survey and prepare legal description and plat maps in WVWD standard format for any required easements outside the public right-of-way. The easement documents will include: Exhibit A legal description of easement; Exhibit B depiction of easement area, and; Exhibit C description of the property. After WVWD has obtained signatures from the property owner, WEBB will record the with the County Recorder's office. It is anticipated that WVWD will provide the easement cover sheet language based on their past practice and standards. If not available, WEBB can provide suggested easement language for WVWD review and concurrence.

# Section 5. References



## Chino Creek Well Fields I and II - Raw Water Intertie Pipeline

### Chino Basin Desalter Authority

**Client Contact:**

Tom O'Neill  
 General Manager  
 909.218.3729  
 toneill@chinodesalter.org

**Client**

Chino Basin Desalter Authority  
 2151 South Haven Avenue, #202  
 Ontario, CA 91761

One goal of this project was to provide a raw water intertie pipeline to redirect existing Chino I Desalter Wells CDA I-13, I-14, and I-15 to the Chino II Desalter Raw Water Pipeline System.

The other goal is to provide redundancy in the Desalter raw water piping system to allow transfers of water in both directions between the Chino I and Chino II raw water supply systems using a proposed raw water flow control facility and convey Chino II Desalter raw water to the Chino I Raw Water System.

The intertie raw water pipeline consists of approximately 14,800 LF of 24-inch PVC AWWA C-905 pipeline. During the process an additional 3,000 LF of 18-inch diameter piping was added to the project to accommodate the Archibald Plume mitigation project.

WEBB provided design engineering, surveying, and construction support services on the project.



## City of Beaumont WWTP Expansion

### City of Beaumont

**Client Contact:**

Kristine Day  
Assistant City Manager  
951.769.8520  
kday@beaumontca.gov

**Client**

City of Beaumont  
550 E. 6th Street  
Beaumont, CA 92223

This project consists of two major components:

#### **WWTP Expansion and Upgrade - Final Design**

The existing WWTP needs to be expanded and upgraded. The Plant is currently treating over 75% of its permitted capacity and therefore must begin the expansion process. Per the new Regional Water Quality Control Board's updated Basin Plan, the City must begin reducing TDS being discharged from the Plant. The City completed a feasibility study to identify the best way to expand and upgrade the Plant. WEBB is currently providing engineering design support for the construction phase.

#### **Brine Line - Final Design**

Brine disposal is an integral part of this project and was a key driver in the selection of this project. Without a safe, reliable, and cost effective way to dispose of the brine, this project cannot move forward and compliance with the Basin Plan would be impossible. The brine pipeline connecting to the Inland Empire Brine Line (IEBL) was determined to be the best option during the feasibility study, due to cost and certainty of operation. The brine line has been sized at 12-inches and is approximately 22-miles long. The pipeline begins at the City's wastewater treatment plant and ends near the City of San Bernardino's wastewater plant on Waterman Avenue. Construction of the pipeline has been completed. WEBB provided preliminary and final design, permitting and engineering support for the construction phase.



## 870 FT Pressure Zone Water Transmission Pipeline

### Jurupa Community Services District

**Client Contact:**  
Eddie Rhee, PE  
Engineering Manager  
951.685.7434 Ext. 118  
rhree@jcsd.org

**Client**  
Jurupa Community Services District  
11201 Harrel Street  
Jurupa Valley, CA 91752

The District planned to expand their groundwater supply. Four well sites were selected for further development. They were Well 27, Well 28, and two future wells.

This project consists of the construction of two groundwater wells, ancillary equipment, approximately 12,800 LF of 16-inch to 30-inch diameter of potable water transmission pipelines which will connect to the District 870 FT Pressure Zone (PZ). Water pipelines in Riverside Drive and Wineville Road connect with the existing 30-inch/36-inch diameter 870 PZ waterline at Bellevue Avenue.

During the initial start-up of the well, and during periodic tests of the equipment during maintenance inspections, “blow-off” water was released. Blow-off water from Well 27 was conveyed via a storm drain pipeline to the existing Day Creek Channel located approximately 1,800 FT east of Well 27 site. An encroachment permit was required from Riverside County Flood Control District in order to make connection. Blow-off water from Well 28 was conveyed via a storm drain pipeline to an existing storm drain located approximately 300 FT west of Well 28 site. An encroachment permit was required from the City of Jurupa Valley in order to make connection.





## Case Road Water and Sewer Improvements

### Eastern Municipal Water District

**Client Contact:**

Erik Jorgensen, PE  
Senior Civil Engineer  
951.928.3777 Ext. 4471  
jorgense@emwd.org

**Client**

Eastern Municipal Water District  
2270 Trumble Road  
Perris, CA, 92572-8300

WEBB provided alignment alternative evaluation, coordination with developers for future development, and preliminary and final engineering for the District's project. The District owns and operates the regional trunk sewer along Case Road for the area bounded by 7th Street to the north, San Jacinto River to the east, Case Road to the south, and Ramona Drive to the west. The sewer mains include 12-inch, 15-inch, and 24-inch diameter sewer mains in Case Road east of "G" Street, and approximately 800-FT of 12-inch diameter sewer main along "G" Street north of Case Road.

The existing 12-inch diameter sewer in "G" Street and Case Road are operating above the District's design criteria of 0.5 for d/D. The sewer mains to be improved include approximately 800-FT of 12-inch diameter sewer along "G" Street from the last District's manhole to the manhole in Case Road, and approximately 400-FT of 12-inch sewer segment in Case Road in the City of Perris. The project also includes application of encroachment permits from RCTC/Metrolink and the City of Perris.

- Crossing SCRR/Metrolink Railroad with steel casing
- Permit application/lease agreement process
- Prepare railroad tracks monitoring plan for pre-construction and during and post-construction monitoring
- Corrosion protection for corrosive soil condition





## A Street Pipeline Replacement

### Eastern Municipal Water District

**Client Contact:**

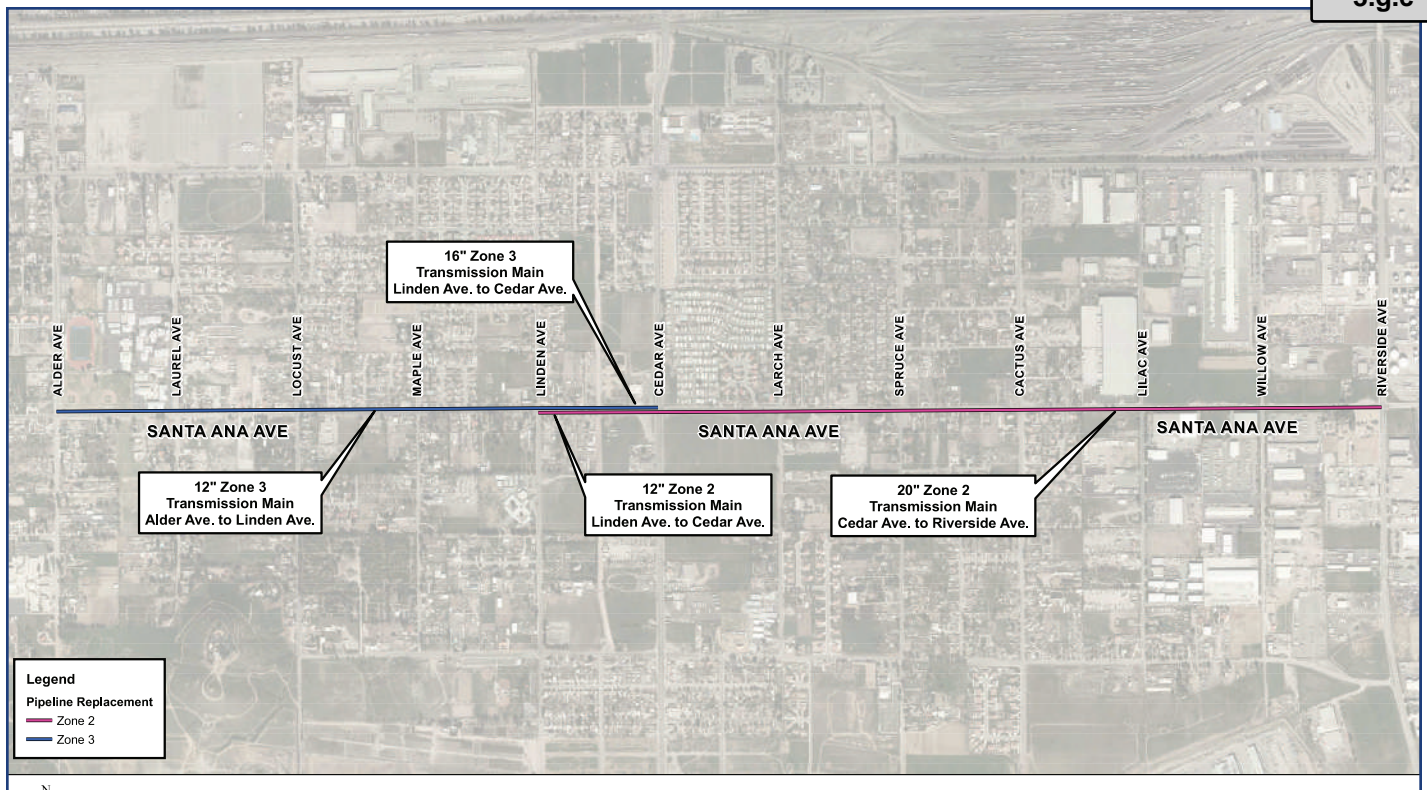
Eli Rodriguez  
Project Engineer  
951.928.3777 Ext. 4450  
rodrigue@emwd.org

**Client**

Eastern Municipal Water District  
2270 Trumble Road  
Perris, CA, 92572-8300

This project included approximately 450 LF of 24-inch diameter pipeline, 160 LF of 36-inch diameter casing under the railroad tracks, Caltrans ROW, electrical poles, and abandonment of the existing pipeline. WEBB prepared a final abandonment plan showing location where slurry was to be pumped into the pipeline to confirm complete filling of the abandoned pipeline. WEBB provided preliminary design alignment, survey, geotechnical/corrosion investigation, utility research and potholing, coordinated permitting, and bidding support services for the District's project.

- 450 LF of 24-inch diameter pipeline, 160 LF of 36-inch diameter casing under the railroad tracks, Caltrans
- ROW, electrical poles, and abandonment of the existing pipeline
- Prepared a final abandonment plan showing location where slurry is to be pumped into the pipeline to confirm complete filling of the abandoned pipeline
- Provided preliminary design alignment, survey, geotechnical/corrosion investigation, utility research and potholing, coordinated permitting, and bidding support services for the District's project



## Santa Ana Avenue Transmission Main

### West Valley Water District

#### Client Contact:

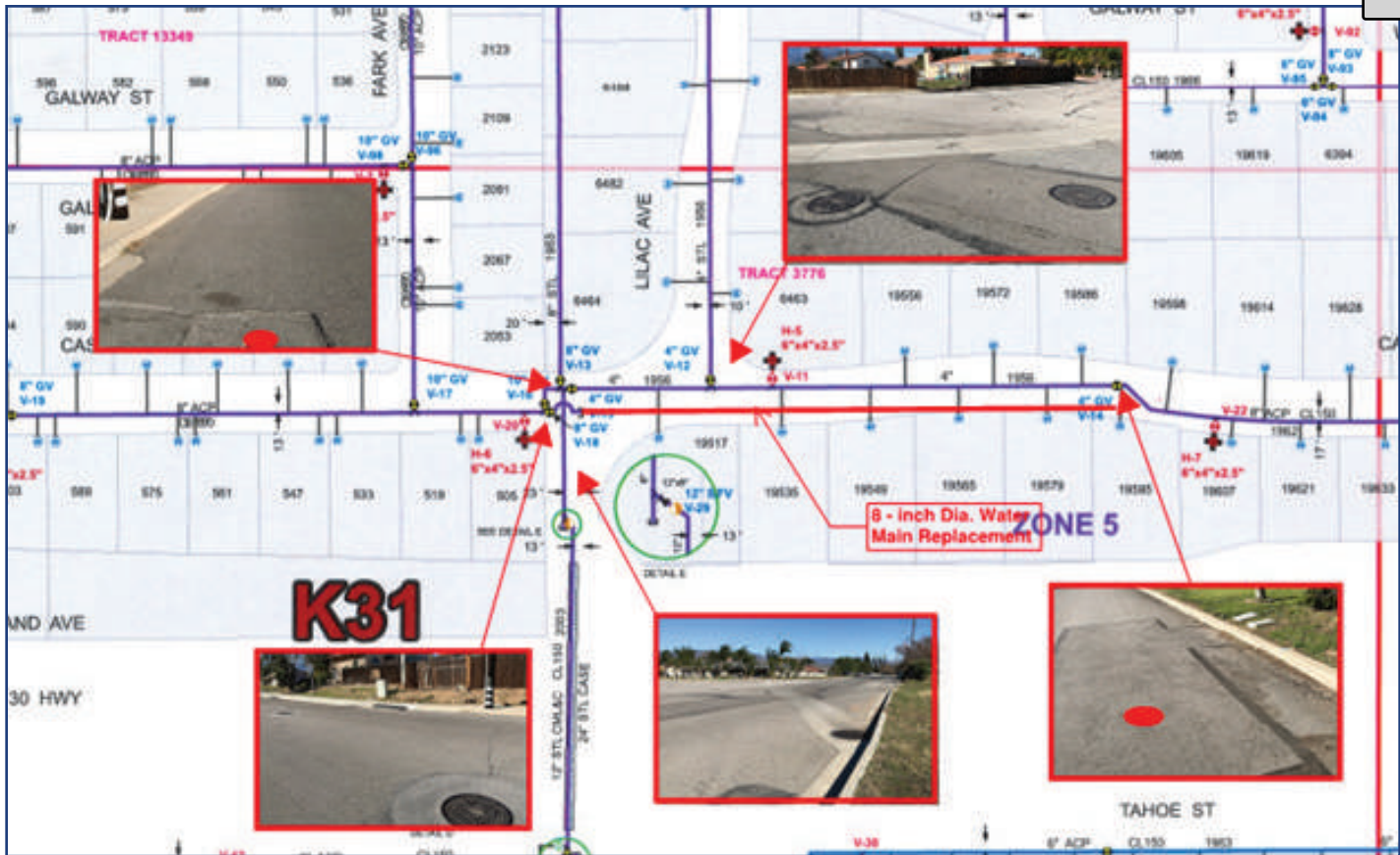
Linda Jadeski  
 Engineering Services Manager  
 909.820.3713  
 ljadeski@wvwd.org

#### Client

West Valley Water District  
 855 West Baseline Road  
 Rialto, CA, 92376-3103

The District owns and operates distribution mains and transmission mains through the District's different pressure zones in Bloomington Area and City of Rialto. Some pipes were over 70 years old. Due to the age and increased water demand and fire flow protection requirements, approximately 20,100-LF of 12-inch through 20-inch diameter transmission mains are proposed and approximately 9,900-LF of 8-inch diameter distribution mains will be installed to replace the existing 4-inch and 6-inch diameter pipelines. As a part of the improvements approximately over 200 services were installed along with valve, fire hydrant water system interconnections, and other appurtenances.

This portion of the project was along Santa Ana Avenue, a local street in a residential area featuring constraints during construction that could impact public facilities including Bloomington High School, Bloomington Congregational UCC, Cedar House Lift Change Center, and bus route/stops. There are also a few scattered businesses and companies along the street. WEBB coordinated with them to address working hours, access, pedestrian protection, and how to finish up by each of construction day.



## Casmalia Street Main Replacement Project

### West Valley Water District

#### Client Contact:

Linda Jadeski  
Engineering Services Manager  
909.820.3713  
ljadeski@wvwd.org

#### Client

West Valley Water District  
855 West Baseline Road  
Rialto, CA, 92376-3103

The West Valley Water District (District) plans to replace a 4-inch diameter pipeline with an approximately 645-FT of 8-inch diameter waterline in Casmalia Street from 150-FT west of Lilac Avenue to 500-FT east of Lilac Avenue. Casmalia Street is a local street in a residential area. Local traffic is expected to be light to moderate. The existing utilities include storm drains, sewer main, water main, and gas line. There are catch basins, street cross gutters, and a drop inlet at the intersection of Lilac Avenue.

The western connection of the new 8-inch pipe is anticipated at the existing 8-inch diameter apped/flanged pipe. The existing 8-inch diameter gate valve can be closed to accommodate the connection installation. No shutdown and dewatering are anticipated. The eastern connection should be in front of properties with addresses of 19586 and 19598. The exact location of transition from 4-inch diameter to 8-inch diameter will be determined with the District. Water shutdown and dewatering are anticipated.

The key issues are identified as follows:

- Field survey and identify the utility identifications/potholing
- Well documented plans with all construction items
- Schedule

## Section 6. Additional Information

The assigned WEBB Team consists of senior level professionals who will perform the required tasks for WVWD. By taking this hands-on approach, an experienced professional always has in-depth and intimate knowledge of each project task. This improves overall project management, reduces the opportunity for costly mistakes and delays, and allows our staff to provide very effective and efficient service to you. Coordination is critical for your civil engineering project. For this contract, **Bruce Davis, PE**, will serve as **Principal-In-Charge** and will handle all contractual matters and advise the team. Bruce has served as the Principal-in-Charge for many regional infrastructure projects and he has over 34 years of experience working on projects for various cities and public agencies. His in-depth technical and professional experience allows him to continue to be successful on WVWD's project. WEBB's **Project Manager, Siming Zhang, PE**, will maintain direct and continued responsibility for services provided under the duration of the contract. Siming will serve as the primary contact on matters dealing with the project and managing the day-to-day activities throughout project completion. Our design team **Project Engineers** will be **Gustavo Gomez, PE** and **Elizabeth Xiong**. Both have experience assisting in project designs ranging from the preliminary stages of a project through the construction phase. In addition, they have worked on public works projects involving wastewater and water systems for various municipalities. The WEBB Team will be solidified by teaming with **C Below**, to provide Potholing, **Inland Aerial Survey, Inc.**, to provide aerial survey, and **LandMark Consultants**, to provide geotechnical engineering services. WEBB has worked with all subconsultants on many projects similar to WVWD's transmission main crossing project.





## Siming Zhang, PE

### Senior Engineer

Siming Zhang, PE, is a Senior Engineer with WEBB's Water Resources Department. Siming assists clients in managing and designing a wide array of public works projects including water storage reservoirs, water transmission pipelines and booster stations, major trunk sewer mains, sewer collection pipelines and sewer lift stations, and water booster stations.

As a Project Manager who leads a team of engineers and designers, Siming has been a key advisor on many important matters that help determine the success of land developments including master drainage plans, hydrology/hydraulic studies, storm drain designs, Conditional Letters of Map Revision (CLOMR), and Letters of Map Revision (LOMR). Clients depend on Siming's ability to fulfill a broad range of project goals including assistance with engineering design, bidding, construction administration, coordination with local agencies, sewer and water master facility plans, feasibility studies, construction drawings and specifications, construction and project cost estimates, and coordination with government agencies to secure approvals and permits.

Siming's responsibilities entail engineering design, assistance during bidding, construction administration, coordination with local agencies, sewer and water master facility plans, feasibility studies, construction drawings and specifications, construction and project cost estimates, and coordination with various government agencies to obtain the applicable approvals and permits. His contract administration responsibilities included review of bid proposals, contractor submittal drawings, inspection reports, and process requests for information, requests for change order, and periodic site visits to monitor construction.

Among his contract administration responsibilities, Siming has reviewed bid proposals, contractor submittal drawings, and inspection reports. He also processes requests for information, coordinates change order requests, partial pay estimates, weekly working statements and notices of completion, and makes periodic site visits to monitor construction

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#### **Case Road Water and Sewer Improvements, Easter Municipal Water District -**

Siming served as Project Manager for the WEBB Team that provided preliminary and final engineering for the District's project. The District owns and operates the regional trunk sewer along Case Road for the area bounded by 7th Street to the north, San Jacinto River to the east, Case Road to the south, and Ramona Drive to the west. The sewer mains include 12-inch, 15-inch, and 24-inch diameter sewer mains in Case Road east of "G" Street, approximately 800-FT of 12-inch diameter sewer main along "G" Street north of Case Road, three sewer main segments crossing under the SCRAA/Metrolink Railroad at "G" Street, extension of Redlands Avenue, and extension of Murrieta Road.

**Bloomington Area Watermain Replacement, West Valley Water District -** Siming served as the Project Manager for the Bloomington Area Alley Water Main Relocations and Zone 2 24-inch Transmission Main Project, Phase 3. This project includes

#### **REGISTRATIONS**

Registered Civil Engineer C 60156 (CA)

#### **EDUCATION**

BS, Civil Engineering  
Tsinghua University, China  
MS, Civil Engineering  
University of Southern California

#### **AFFILIATIONS**

American Society of Civil Engineers (ASCE)  
American Water Works Association (AWWA)

## Siming Zhang, PE

Senior Engineer

relocation of 20,880-LF of 8-inch, 12-inch, and 24-inch diameter CML/CMC WSP and 418 services from backyard alleyways to the street in front of the property. WEBB is responsible for designing and implementing the relocation of the existing water facilities from the alleyways to the street right-of-way to improve meter reading and valve access and to perform regular and emergency maintenance more readily. In addition, fire hydrants will be added to the street right-of-way for improved and easily accessible fire protection.

**Pyrite Creek Trunk Sewer, Jurupa Community Services** - Siming serves as the Pyrite Creek Project Manager/Engineer for the Florine Sewer Lift Station, Sewer Main & Force Main for the Jurupa Community Services District Sewer Bond Projects. In February 2010, the District issued Certificate of Participation Bonds to finance the construction of certain capital improvements known as “the Project.” The Project included three major components to improve the District’s sewer system: 1) Trunk Sewer System Improvements, 2) Regional Wastewater Pump Station Expansion and New Force Main to the City of Riverside’s Water Quality Control Plant (WQCP), and 3) Florine Lift Station Replacement. More specifically, the second component is the combination of improvements to convey wastewater from the District’s regional wastewater pump station to the City’s WQCP, to address current deficiencies and meet ultimate conveyance requirements. The proposed preliminary design for these regional sewer facilities advances the project such that final design can be effectively initiated within the time frame specified by the capital improvement program. One challenge of this project is to obtain a permit from UPRR for parallel installing and crossing.

**City of Ontario Capital Improvements Program (CIP) 2013-14 and 2014-15, Ontario** - Siming served as the Project Manager in the design and construction of the City of Ontario’s capital improvement programs. As the Project Manager, Siming was fully involved in updating Ontario’s local waterline distribution systems throughout the City. The project included the design of 4,232-LF of 12-inch diameter pipelines and the design of 6,400-LF of 8-inch diameter pipelines. Siming managed utility research, local and state agency coordination, and coordination with utility agencies within the project limits. After successful completion of the 2013-14 CIP, Siming served as the Project Manager with similar tasks to the City’s infrastructure updates for the 2014-15 fiscal year.

**Banning Water Canyon Pipeline Replacement PDR, City of Banning** - Siming served as Project Manager for the PDR. The City of Banning planned to evaluate and replace the transmission pipelines. WEBB completed the Preliminary Design Report (PDR) for the Banning Water Canyon Transmission Pipeline Replacement Project. The waterlines are identified as 18 segments which have been prioritized based on potential environmental impacts and the need of repair and replacement.

**Recycled Water Pipeline, City of Banning** - Siming served as a Project Manager and assisted in the implementation of the City of Banning’s (City) Recycled Water Master Plan. The City constructed the Phase I Irrigation Water Supply System which ultimately extended east to the City’s treatment plant located south of I-10 Freeway between S. Highland Home Road and City Water Reclaimed Treatment on 2242 E. Charles Street. The project included three major components/segments. The Segment A pipeline consisted of approximately 11,500-LF of 24-inch diameter pipeline. Segments B and C included approximately two miles each. WEBB provided final design engineering services, including preparation of plans and specifications for each major component (Segments): design surveying, coordination with Caltrans on construction within Caltrans right-of-way. WEBB also provided engineering assistance during the construction phase.

**Water Capital Improvement Projects (30-inch & 18 Inch), City of Ontario, Municipal Utilities Company, Ontario** - Siming is serving as a Project Engineer for this project, which includes designing two water capital improvement projects for the Ontario Municipal Utilities Company. The first involves the design of 6,800-LF of 30-inch diameter transmission main from the 20 MG Reservoir (1212 Pressure Zone) on Eighth Street in the City of Upland and south on San Antonio Avenue to Fourth Street. The second project involves the design of 7,500-LF of 18-inch diameter distribution main in Fourth Street from Elderberry Avenue to Euclid Avenue. The key challenge for both of these projects is to select an alignment that avoids both existing utilities and maintains access to the residents in the area.



## Bruce Davis, PE

### Senior Vice President

Bruce Davis is a Senior Vice President of Albert A. Webb Associates (WEBB). Bruce has been a full-time employee of WEBB since 1986. Bruce currently serves as Director of Water Resources. As Director, he oversees all water and wastewater projects performed by the firm. Since 2018, Bruce has taken the lead representing WEBB in matters involving engineering standard of care and risk management. Bruce is a registered civil engineer in the State of California.

Bruce has served as Principle-in-charge for well over one hundred regional infrastructure projects. His experience includes planning, design and support during construction of water, wastewater, drainage and transportation projects on behalf of clients including Eastern Municipal Water District, Coachella Valley Water District, Jurupa Community Services District, and cities of Corona, Murrieta, Rancho Mirage, Ontario, Grand Terrace, Rialto and Cathedral City. Project types include pipelines from 8-inch diameter up to 60-inch diameter, pumping ranging in size from one hundred gallons per minute to over 5,000 gallons per minute and storage facilities ranging in capacity from five hundred thousand gallons to over twenty million gallons, roadways, signals, storm drains and basins. Recent water industry projects include O'Ferrell Street Booster Pump Station, Redlands/Hemlock Booster Pump Station, Longview and Watson Roads pipelines, Perris II Desalter pipeline and Markham 7.0-million-gallon storage tank.

Along with experience with regional infrastructure projects, Bruce has extensive knowledge and experience with survey, planning, entitlement, development (residential and commercial) and environmental services. His extensive experience translates to an understanding of all steps required to successfully complete a project efficiently and on schedule. Bruce has served as an expert witness in matters involving land use, entitlements and drainage.

Bruce is a member of and/or involved with American Public Works Association, American Water Works Association, Association of California Water Agencies and League of California Cities. He served several years as a Board member of CalWater PAC which is a political action committee advocating for issues important to California's water supply. Bruce serves as an excellent resource for his clients on current issues and trends in our region.

#### **REGISTRATIONS:**

Registered Civil Engineer  
C 47200 (CA)

#### **EDUCATION:**

BS Civil Engineering, California State  
Polytechnic University, Pomona

#### **AFFILIATIONS:**

American Public Works Association (APWA)  
American Water Works Association (AWWA)  
California Water Political Action Committee  
(CalWater PAC)  
Association of California Water Agencies  
(ACWA)  
Coachella Valley Economic Partnership  
(CVEP)  
League of California Cities



## Gustavo Gomez, PE

### Associate Engineer

Gustavo Gomez, PE, is an Associate Engineer with WEBB's Water Resources Department. Gustavo is involved with the planning and design of public works and water resource projects. He is proficient with the use of AutoCAD and Civil 3D, and conducts plan checks of water and sewer improvement plans for developments within the Jurupa Community Services District. Prior to his employment at WEBB, Gustavo worked for the San Bernardino Valley Water Conservation District. His responsibilities included improvement planning for the District operations, preparation of a master trail plan, and groundwater level measurements in the Bunker Hill Basin. Gustavo is a graduate of Cal Poly Pomona where his course work included water treatment and distribution, as well as new and developing technologies in the water resources field.

#### REGISTRATIONS

Registered Civil Engineer C 89586 (CA)

#### EDUCATION

BS, Civil Engineering  
Cal Polytechnic University,  
Pomona

#### AFFILIATIONS

American Society of Civil Engineers (ASCE)

**Bloomington Area Water Main Relocations, West Valley Water District** - Gustavo served as Project Engineer for the Bloomington Area Alley Water Main Relocations and Zone 2 24-inch Transmission Main Project, Phase 3. This project includes relocation of 20,880-LF of 8-inch, 12-inch, and 24-inch diameter CML/CMC WSP and 418 services from backyard alleyways to the street in front of the property.

**FY 14-15 Watermain Replacements, Jurupa Community Services District** - Gustavo has been the lead on plan check services for the District for the last two years. In total, he and the WEBB Team have provided district plan check and engineering services to Jurupa Community Services District (JCSD) for over 45 years. Since 1986, JCSD has pursued an aggressive waterline replacement program to upgrade existing service by replacing approximately 10,000-LF of 8-inch to 12-inch diameter water distribution mains annually. WEBB is responsible for the preparation of plans and specifications, utility research, coordination with local fire and transportation departments for approval, surveying and construction management, and inspection services.

**Mountain Pressure Zone Water Main Replacement, City of San Bernardino Municipal Water Department** - Gustavo served as the Project Engineer for the replacement of four pipeline segments in San Bernardino's Mountain Pressure Zone. The new segments, designed to boost reliability and public safety, range in length from 600-LF to 1,400-LF. Gustavo helped the WEBB Team coordinate a range of services on the project including surveying, topographic mapping, geotechnical investigation, utility potholing, horizontal alignment, and final design.

**North Shore Water Main Replacement, Coachella Valley Water District** - Gustavo served as Project Engineer and the WEBB Team provided engineering design services for the District's North Shore Water Main replacement project. The project consisted of approximately 10,500-LF of a 12-inch diameter ductile iron pipe (DIP) domestic water transmission main including appurtenances in Bay Drive, Vander Veer Road, 70th Avenue, apportion of Lookout Drive and Sea View Way in the unincorporated territory of Riverside County known as North Shore. The engineering services include field survey, aerial topographic mapping, data collection and utility research, geotechnical investigation, underground utility verification and potholing, preparation of plans, specifications and cost estimates, assistant on encroachment permits application, and bid support.





## Michael E. Johnson, LLS

Director

Michael Johnson, LLS, is the Director of Albert A. Webb Associates' Land Survey & Mapping Department. Michael has years of experience in all aspects of surveying from initial project coordination and research, performing survey data adjustments and analysis, to overseeing and providing construction staking through final as-built and ALTA surveys.

Michael trained and supervised several field crews including technical office and support staff. From entitlement to field survey and construction to delivery of a completed product, Michael has the knowledge and experience to provide the entire range of services any municipal, private development, or construction company has come to expect. As part of the private and public sector of development, Michael gained experience with subdivisions, retail centers, commercial distribution centers, pipelines, tank site & reservoir projects, mass grading and hillside slope projects, hospitals, schools, training facilities for fire & police, highways, channels, parking structures, and many others.

Michael is responsible for providing technical support, survey analysis, overseeing field work and management for specific projects, and field data processing and adjustments, among many other duties. He provides his expertise and broad range of skills for solutions to complex and large scale projects.

**SCE TRTP Segment 8, Chino Hills** - Michael served as the land survey lead of the TRTP SEG 8 Chino Hills Project. WEBB's scope of work for this project was to provide the civil engineering work associated with undergrounding of the TRTP segment 8 transmission lines. The project was very complex and involved grading in hilly terrain, between houses, through parks, golf course and across many public roads. The project included many environmental constraints which WEBB incorporated into project plans and specifications by working closely with SCE environmental team and consultant.

The work included designing construction access roads along the 3.5 mile duct banks between two proposed transition stations generally located from just east of Pipeline Avenue to just west of Canon Lane in the City of Chino Hills. The purpose of the construction access road (width varied between 11.5- to 33.5-FT) was to facilitate excavation of duct banks trenches and installation of conduits. WEBB designed erosion control plans and measures associated with construction access roads to ensure no erosion or sediment flow into the natural drainages and streams. WEBB also designed the restoration and the permanent access road plans to be implemented right after the completion of duct banks construction to restore the ground surface as close to the pre-construction condition as possible.

**Archibald Avenue and Schleisman Road Ultimate Intersection Improvements, Eastvale** – Michael served as the land survey lead for the Archibald Avenue and Schleisman Road Intersection Improvements to the ultimate design configuration per the General Plan. Archibald Avenue and Schleisman Road are both Urban Arterial roads with 152 FT ultimate right-of-way width typical sections.

### REGISTRATIONS

Licensed Land Surveyor 7673 (CA)

### EDUCATION

AS, Mathematics,  
Riverside Community College

### AFFILIATIONS

California Land Surveyors Association (CLSA)

# Michael E. Johnson, LLS

Director

The design included expanded intersection widths to allow for right-turn pockets, dual left turn lanes in all directions, and raised medians. A new traffic signal and signing and striping was also designed and installed per Riverside County Standards. Existing SCE Poles along the west side of Archibald Avenue also had to be relocated to allow for the widening of Archibald Avenue. This was done through a Joint Use Agreement (JUA) between the County of Riverside and SCE since SCE had prior rights along this section of Archibald Avenue. Michael was responsible for the coordination of plans between three developers (Lewis, Richland, & Capital Pacific Homes), processing of Plans through the County of Riverside, and obtaining approvals for construction.

**Case Road Sewer, Eastern Municipal Water District** - Michael served as Land Surveyor on the WEBB Team that prepared the project feasibility study, which analyzed two different options. The first was the Beaumont option which expands and upgrades treatment at the City’s WWTP. For this option three different WWTP configurations were evaluated. In addition, options were explored to dispose of waste brine from the advanced treatment system. The second option was to consolidate treatment with YVWD and deliver all wastewater flow there. For each option detailed cost estimates were developed taking into account capital cost and O&M costs. In the end the City Council selected the Beaumont option. The preliminary design includes the preparation of 20%-30% plans for both the WWTP expansion as well as a 23-mile brine disposal pipeline connecting to the IEBL in San Bernardino.

**Dillon Road Water Main Replacement, Coachella Valley Water District** - Michael provided Land Survey and Mapping Services for the WEBB Team responsible for designing a domestic water transmission main system providing a reliable water supply to District’s service area located northeast of Sun City Palm Desert in Riverside County near the community of Indio Hills. Currently, this County service area, Improvement District 18, is an isolated pressure zone located near the end of the Sky Valley Domestic Water System, which has limited supply capacity between BS 04701 and R 4711. The approximately 4.2 mile alignment travels from BS 04701 located near the intersection of Dillon Road and Western Avenue to R 4711 which is 800-FT north of the intersection of 30th Avenue and Sunny Rock Road. Construction of the pipeline occurred on the north shoulder of Dillon Road to match the Phase 1 project.

**Enchanted Heights Sewer System, Eastern Municipal Water District** - Michael provided Land Survey and Mapping Services for the Enchanted Heights Sewer System Infrastructures Project. In order to provide a sewer collection system for 542 dwelling units located within the 170 acre Enchanted Heights area of Riverside County and City of Perris, WEBB prepared final engineering plans and specifications for a gravity collection system. This system included approximately 23,000-LF of 8-inch gravity pipe, 3,000-LF of 6-inch force main, and a new sanitary sewer lift station (Luckens). As part of this project, WEBB also upgraded the District’s existing Diana Lift Station by installing a new emergency generator, upgrade MCC site access improvements, asphalt paving, and security fencing. WEBB completed an evaluation of three potential site locations to provide the District flexibility in handling affected property owners and acquiring the right-of-way for the proposed lift station.

In addition, WEBB successfully handled challenges including the project’s proximity to a school, complex rock and groundwater geotechnical conditions, and a tri-party funding source from Riverside County, Perris, and EMWD. The WEBB Team evaluated options for including rock excavation and groundwater dewatering in the specifications and coordinated matters to reduce the possibility of change orders during construction. We helped design the project to alleviate issues involving shallow sewer laterals, existing utilities crossings and rock excavation, and worked to ensure it functioned smoothly for lower residences with pools beneath street grades.



# Section 7. Cost Estimates of Consulting Fee

## West Valley Water District - Project W21007 - 18-in Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road

	Billout Rate	Total Hours												Subtotal - Labor	Sub-Consultant	Expenses	Total Task
		Davis, Bruce A.	Zhang, Siming	Gomez, Gustavo A	Xiong, Elizabeth Yunzhu	DeShazer, Teresa M.	Johnson, Michael E.	Charron, Amy C	Ros, Jon	Moretti, Jordan T	Seivers, Matthew F.						
<b>1</b>		4	50	92	40	43	2	2	4	10	16	263	\$ 46,193	\$ 15,583	\$ 650	\$ 62,410	
1.1	WVWD Coordination	2	12	4		12						30	\$ 5,614	\$ -	\$ -	\$ 5,610	
1.2	Surveying								4	8	10	26	\$ 5,442	\$ 2,300	\$ -	\$ 7,740	
1.3	Utility Research / Coordination		1	4		8						13	\$ 1,764	\$ -	\$ 400	\$ 2,160	
1.4	Geotechnical Services		1			2						3	\$ 474	\$ 6,900	\$ -	\$ 7,370	
1.5	Potholing		1	4		1				2	6	14	\$ 2,977	\$ 6,383	\$ 25	\$ 9,380	
1.6	Permits		8	20		8						36	\$ 6,176	\$ -	\$ 100	\$ 6,280	
1.7	Construction Plans		4	8	32							44	\$ 6,464	\$ -	\$ -	\$ 6,460	
1.8	Contract Documents		8	32	8							48	\$ 8,296	\$ -	\$ -	\$ 8,300	
1.9	Construction Schedule and Cost Estimate		2	4								6	\$ 1,168	\$ -	\$ -	\$ 1,170	
1.10	Meetings (four with District)	2	8	4		2						16	\$ 3,504	\$ -	\$ -	\$ 3,500	
1.11	Deliverables		2	8		8						18	\$ 2,672	\$ -	\$ 100	\$ 2,770	
1.12	Bid Support Services		3	4		2						9	\$ 1,642	\$ -	\$ 25	\$ 1,670	
<b>2</b>							1		6	2	34	43	\$ 11,428	\$ -	\$ 175	\$ 11,600	
	Construction Staking Services									2	4	6	\$ 1,394	\$ -	\$ 25	\$ 1,420	
	Staking Alignment / Easements								6		30	37	\$ 10,034	\$ -	\$ 150	\$ 10,180	
	Monitoring for boring in Caltrans ROW						1										
<b>Total</b>		4	50	92	40	43	3	2	10	12	50	306	\$ 57,621	\$ 15,583	\$ 825	\$ 74,010	
<b>3</b>							5	7	4	4		20	\$ 3,401	\$ -	\$ 1,525	\$ 4,930	
	Recording of Easement Agreement (Optional Services)							1	1			2	\$ 367	\$ -	\$ 1,500	\$ 1,870	
	Boundary Survey and Title Report						2	2	4	4		12	\$ 2,086	\$ -	\$ -	\$ 2,090	
	Prepare legal and plat of easement area						2	4				6	\$ 948	\$ -	\$ 25	\$ 970	
	Recording in County Recorder's office						5	7	4	4		20	\$ 3,401	\$ -	\$ 1,525	\$ 4,930	
	<b>Total of Optional Services</b>																



# Section 8. Project Schedule

PROJECT SCHEDULE						
18-in Transmission Main under I-15 Fwy						
ID	Task Name	Duration	Start	Finish	2021	
					Dec	Jan
1	<b>Board Authorization</b>	<b>0 days</b>	<b>Thu 12/17/20</b>	<b>Thu 12/17/20</b>	◆	◆
2						
3	<b>Contract Award</b>	<b>0 days</b>	<b>Fri 12/18/20</b>	<b>Fri 12/18/20</b>	◆	
4						
5	<b>Project Kick-off</b>	<b>1 day</b>	<b>Tue 1/5/21</b>	<b>Tue 1/5/21</b>		
6						
7	<b>Preliminary Design Phase (30%)</b>	<b>16 wks</b>	<b>Fri 12/18/20</b>	<b>Wed 4/14/21</b>		
8	Obtain W/WD Files and Data	2 days	Wed 1/6/21	Thu 1/7/21		
9	Aerial Mapping and Field Survey	6 wks	Fri 12/18/20	Tue 2/2/21		
10	Utilities Research	6 wks	Fri 12/18/20	Tue 2/2/21		
11	Preliminary Alignment Analysis	2 wks	Wed 2/3/21	Tue 2/16/21		
12	District Review	2 wks	Wed 2/17/21	Wed 3/3/21		
13	Geotechnical Investigation Permit	1 wk	Thu 3/4/21	Wed 3/10/21		
14	Geotechnical Investigation and Report	5 wks	Thu 3/11/21	Wed 4/14/21		
15	<b>Bid Documents - Plans and Specs</b>	<b>18 wks</b>	<b>Thu 3/4/21</b>	<b>Thu 7/8/21</b>		
16	Pothole Permit	1 wk	Thu 3/4/21	Wed 3/10/21		
17	Field Pothole and Report	3 wks	Thu 3/11/21	Wed 3/31/21		
18	60% Plans Submittal	2 wks	Thu 4/1/21	Wed 4/14/21		
19	District Review 60% Plans	2 wks	Thu 4/15/21	Wed 4/28/21		
20	90% Plans and Specifications Submittal	2 wks	Thu 4/29/21	Wed 5/12/21		
21	District Review 90% Plans and Specs	2 wks	Thu 5/13/21	Wed 5/26/21		
22	Final Plans and Specs Submittal for Approval	1 wk	Fri 6/25/21	Thu 7/1/21		
23	Mylars for District signatures	1 wk	Fri 7/2/21	Thu 7/8/21		
24	<b>Permits</b>	<b>8 wks</b>	<b>Thu 4/29/21</b>	<b>Thu 6/24/21</b>		
25	City of Fontana Permit	2 wks	Thu 5/27/21	Thu 6/10/21		
26	Caltrans Permit	2 mons	Thu 4/29/21	Thu 6/24/21		
27						
28	<b>Bidding and Award - Construction Phase</b>	<b>10 wks</b>	<b>Fri 7/9/21</b>	<b>Fri 9/17/21</b>		
29						
30	<b>Construction</b>	<b>22 wks</b>	<b>Mon 9/20/21</b>	<b>Fri 2/18/22</b>		

**EXHIBIT "2"**

**TO**

**TASK ORDER NO. 1**

**COMPENSATION**

The fee estimated for Development of Construction Bid Documents for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project is **\$78,940.00** per the attached fee proposal.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>Task 1 - Project Administration and Coordination</b>		
	WVWD Coordination	\$5,610.00
	Surveying	\$7,740.00
	Utility Research Coordination	\$2,160.00
	Geotechnical Services	\$7,370.00
	Potholing	\$9,380.00
	Permits	\$6,280.00
	Construction Plans	\$6,460.00
	Contract Documents	\$8,300.00
	Construction Schedule and Cost Estimate	\$1,170.00
	Meetings	\$3,500.00
	Deliverables	\$2,770.00
	Bid Support Services	\$1,670.00
	Total Task 1	\$62,410.00
<b>Task 2 – Construction Staking Services</b>		
	Staking Alignment/Easements	\$1,140.00
	Monitoring for boring in Caltrans ROW	\$10,180.00
	Total Task 2	\$11,600.00
<b>Task 3 – Recordation of Easement Agreement (Optional Services)</b>		
	Boundary Survey and Title Report	\$1,180.00
	Prepare legal and plat of easement area	\$2,090.00
	Recordation in County Recorder's office	\$970.00
	Total Task 3	\$4,930.00
	<b>Total Cost</b>	<b>\$78,940.00</b>

West Valley Water District - Project W21007 - 18-in Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road

		Davis, Bruce A.	Zhang, Siming	Gomez, Gustavo A	Xiong, Elizabeth Yunzhu	DeShazer, Teresa M.	Johnson, Michael E.	Charron, Amy C	Ros, Jon	Moretti, Jordan T	Sievers, Matthew F.	Total Hours	Subtotal - Labor	Sub-Consultant	Expenses	Total Task
	<b>Billout Rate</b>	\$ 281	\$ 260	\$ 162	\$ 129	\$ 107	\$ 260	\$ 107	\$ 209	\$ 129	\$ 284					
<b>1</b>	<b>Project Administration and Coordination</b>	<b>4</b>	<b>50</b>	<b>92</b>	<b>40</b>	<b>43</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>10</b>	<b>16</b>	<b>263</b>	<b>\$ 46,193</b>	<b>\$ 15,583</b>	<b>\$ 650</b>	<b>\$ 62,410</b>
1.1	WVWD Coordination	2	12	4		12						30	\$ 5,614	\$ -	\$ -	\$ 5,610
1.2	Surveying						2	2	4	8	10	26	\$ 5,442	\$ 2,300	\$ -	\$ 7,740
1.3	Utility Research / Coordination		1	4		8						13	\$ 1,764	\$ -	\$ 400	\$ 2,160
1.4	Geotechnical Services		1			2						3	\$ 474	\$ 6,900	\$ -	\$ 7,370
1.5	Potholing		1	4		1				2	6	14	\$ 2,977	\$ 6,383	\$ 25	\$ 9,380
1.6	Permits		8	20		8						36	\$ 6,176	\$ -	\$ 100	\$ 6,280
1.7	Construction Plans		4	8	32							44	\$ 6,464	\$ -	\$ -	\$ 6,460
1.8	Contract Documents		8	32	8							48	\$ 8,296	\$ -	\$ -	\$ 8,300
1.9	Construction Schedule and Cost Estimate		2	4								6	\$ 1,168	\$ -	\$ -	\$ 1,170
1.10	Meetings (four with District)	2	8	4		2						16	\$ 3,504	\$ -	\$ -	\$ 3,500
1.11	Deliverables		2	8		8						18	\$ 2,672	\$ -	\$ 100	\$ 2,770
1.12	Bid Support Services		3	4		2						9	\$ 1,642	\$ -	\$ 25	\$ 1,670
<b>2</b>	<b>Construction Staking Services</b>						<b>1</b>		<b>6</b>	<b>2</b>	<b>34</b>	<b>43</b>	<b>\$ 11,428</b>	<b>\$ -</b>	<b>\$ 175</b>	<b>\$ 11,600</b>
	Staking Alignment / Easements									2	4	6	\$ 1,394	\$ -	\$ 25	\$ 1,420
	Monitoring for boring in Caltrans ROW						1		6		30	37	\$ 10,034	\$ -	\$ 150	\$ 10,180
<b>Total</b>		<b>4</b>	<b>50</b>	<b>92</b>	<b>40</b>	<b>43</b>	<b>3</b>	<b>2</b>	<b>10</b>	<b>12</b>	<b>50</b>	<b>306</b>	<b>\$ 57,621</b>	<b>\$ 15,583</b>	<b>\$ 825</b>	<b>\$ 74,010</b>
<b>3</b>	<b>Recordation of Easement Agreement (Optional Services)</b>						<b>5</b>	<b>7</b>	<b>4</b>	<b>4</b>		<b>20</b>	<b>\$ 3,401</b>	<b>\$ -</b>	<b>\$ 1,525</b>	<b>\$ 4,930</b>
	Boundary Survey and Title Report						1	1				2	\$ 367	\$ -	\$ 1,500	\$ 1,870
	Prepare legal and plat of easement area						2	2	4	4		12	\$ 2,086	\$ -	\$ -	\$ 2,090
	Recordation in County Recorder's office						2	4				6	\$ 948	\$ -	\$ 25	\$ 970
													\$ -	\$ -	\$ -	\$ -
<b>Total of Optional Services</b>							<b>5</b>	<b>7</b>	<b>4</b>	<b>4</b>		<b>20</b>	<b>\$ 3,401</b>	<b>\$ -</b>	<b>\$ 1,525</b>	<b>\$ 4,930</b>



# EXHIBIT "3"

## TO

## TASK ORDER NO. 1

### SCHEDULE

The tentative design schedule for Development of Construction Bid Documents for the W21007 18-inch Transmission Main Crossing Ontario Interstate 15 Freeway from Citrus Avenue to Lytle Creek Road Project:

