



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

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

WEDNESDAY, JUNE 10, 2020 - 6:00 PM

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

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: 807-977-6383. Public comment may also be submitted via email to nfarooqi@wvwd.org. The webinar will also be available for public viewing by visiting www.wvwd.org.

If you require additional assistance, please contact the Public Affairs Manager at (909) 820-3702 or email nfarooqi@wvwd.org.

BOARD OF DIRECTORS

Director Greg Young (Chair)
Director Kyle Crowther (Vice President)

- 1. CONVENE MEETING**
- 2. PUBLIC PARTICIPATION**

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

3. DISCUSSION ITEMS

1. Updates to Engineering, Operations and Planning Committee
2. Consider Approval for Change Order No. 2 For the Design of Lord Ranch Pump Station 4-3 Project for Engineering Resources of Southern California, Inc. (Pg. 3)
3. Approve Change Order No. 2 With Michael Baker International, Inc. For Design of Pump Station 7-2 Electrical Services. (Pg. 14)

4. Approval of Fiscal Year 2020-21 Professional Services Contract for Rob Katherman Consulting. (Pg. 24)
5. Consider the Purchase of Zone 8 Property. (Pg. 59)
6. Consider a Common Use Agreement with the City of Rialto for the Cactus Trail.(Pg. 63)
7. Consider Budget Transfer from CIP Contingency to Cedar and Orange Business Center Project. (Pg. 80)
8. Federal Legislative Updates and Status of Grant Applications

5. **ADJOURN**

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on June 5th, 2020.



Maisha Mesa, Executive Assistant



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

DATE: June 10, 2020
TO: Engineering, Operations and Planning Committee
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER APPROVAL FOR CHANGE ORDER NO. 2 FOR THE DESIGN OF LORD RANCH PUMP STATION 4-3 PROJECT FOR ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

BACKGROUND:

West Valley Water District (“District”) proposes to construct several projects at the Lord Ranch Facility which would allow the District to utilize additional capacity through the Base Line Feeder (“BLF”) transmission pipeline, the source of which is purchased groundwater from the San Bernardino Valley Municipal Water District. Water supplied through the BLF is boosted into the District’s northern service area.

DISCUSSION:

On December 9, 2014, the District entered into a contract with Engineering Resources of Southern California, Inc. (“ERSC”) for the Design of Pump Station 4-3 at Lord Ranch Project. On March 13, 2018, the District approved Amendment No. 1 for the design of the 30-inch waterline which resulted in Change Order No. 1. Based upon various delays, an adjustment of the Professional Services Agreement is needed to complete the project. Additional funds are required due to administrative and engineering staff changes that resulted in numerous design revisions to advance to final design. The design revisions include the site configuration, electrical design, and other related elements. ERSC has submitted Change Order No. 2 to cover the cost for this additional work. Attached as **Exhibit A** is a copy of the proposal received by ERSC.

FISCAL IMPACT:

This project was a budgeted item in the Fiscal Year 2019/20 Capital Improvement Budget under the W15004 Lord Ranch Pump Station 4-3 Project. The original contract amount of \$131,000.00 was adjusted by Change Order No. 1 for \$15,000.00 for a current contract amount of \$146,000.00. This Change Order no. 2 will increase the contract amount by \$33,500.00 for a total of \$179,500.00. A copy of Change Order No. 2 is attached as Exhibit B. The project budget has available funds of \$2,846,186.00. Sufficient funds are available in the project budget to cover the cost of Change Order No. 2. A financial summary of the change order history is as follows:

CIP FY 2019-2020 Project Name	Available Budget	Design Cost	Change Order	Remaining Budget	New Contract Price
W15004 Lord Ranch Pump Station 4-3 Original Agreement	\$2,992,186.00	\$131,000.00		\$2,861,186.00	\$131,000.00
W15004 Lord Ranch Pump Station 4-3 Change Order No. 1	\$2,861,186.00	\$131,000.00	(\$15,000.00)	\$2,846,186.00	\$146,000.00
W15004 Lord Ranch Pump Station 4-3 Change Order No. 2	\$2,846,186.00	\$146,000.00	(\$33,500.00)	\$2,812,686.00	\$179,500.00

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations, and Planning Committee approve Change Order No. 2 for the additional design services for the W15004 Lord Ranch Pump Station 4-3 project to ERSC in the amount of \$33,500.00 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,



Clarence Mansell Jr, General Manager

BP:ce

ATTACHMENT(S):

1. Exhibit A - ERSC Proposal
2. Exhibit B - ERSC Change Order No. 2

EXHIBIT A



62026.193

June 2, 2020

Bertha Perez, PE - Associate Engineer
Via Email Only: bperez@wvwd.org

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

**SUBJECT: ENGINEERING DESIGN SERVICES FOR PUMP STATION 4-3 @ LORD RANCH
REQUEST FOR CHANGE ORDER NO. 1 TO TASK ORDER NO. 13**

Dear Ms. Perez,

Engineering Resources of Southern California (ERSC) has been providing design services for subject project in accordance with Task Order No. 13 as executed December 9, 2014. Based on our initial proposal dated November 20, 2014, Services were to include survey, preparation of plans and specifications, and electrical design for the sum of \$131,000. Subsequent to said Task Order, District issued a March 14, 2018 amendment for \$15,000 to design On-site waterlines to connect the Lord Ranch facilities with the off-site 30-inch transmission waterlines (previously constructed in Pepper Avenue). As such, the adjusted Task Order No. 13 amount according to our records totals \$146,000.

Due to prolonged status of Subject task (about 5-1/2 years to date), together with numerous administrative and engineering staff changes coinciding with the same period, *ERSC's* budget has endured numerous design revisions that are typically associated with these types of circumstances. For the Lord Ranch Site in particular, its been difficult to accommodate individual revisions to the placement(s) of either the Pump Station, Reservoir, Electrical Service, and any waterline alignments without inadvertently impacting one or more of the remaining elements. Since *ERSC* has separate Task Orders for Grading and Paving, Pump Station Design, and Reservoir Design, its been equally challenging to manage one's budget impact to another as they are effectively joined as a common facility.

We also recently advised that the revised site configuration should be reviewed by the geotechnical engineer of record, which unfortunately triggered concerns (by him) that the 2015 geotechnical site study was inadequate and certain code updates required a supplemental investigation. The study effort is being handled separately, but again demonstrates how one thing can lead to another and will required additional coordination on our part.

As shown on the updated / approved site plan (enclosed), we now finally have a clear focus on District's preferred final placement and how each element needs to be addressed in context with the others.

The succeeding table summarizes our proposed Cost-to-Complete for the subject Pump Station 4-3, including the revised electrical design and other related elements previously described herein:

Cost-to-Complete (CTC) Estimate		\$19,000
Electrical Redesign (Balan Cost + 15% ±)		\$22,000
On-site Waterline Design – Credit *		(\$7,500)
Total:		\$33,500

* Credit reflects effort related to certain Reservoir plan updates that were inadvertently charged to the Pump Station billing task. This correction will be reflected in a separate change order request for the Reservoir design task.

Balan’s estimate is attached hereto, and a breakdown of our CTC Estimate is as follows:

STAFF:	Sr. Princ. Engr	Project Mngr	Project Engr	Engineer Tech	TOTAL
RATE (\$/HR):	180	176	134	95	
HOURS:	36	18	24	64	
SUBTOTAL:	\$6,480	\$3,168	\$3,216	\$6,080	\$18,944
				(Rounded)	\$19,000

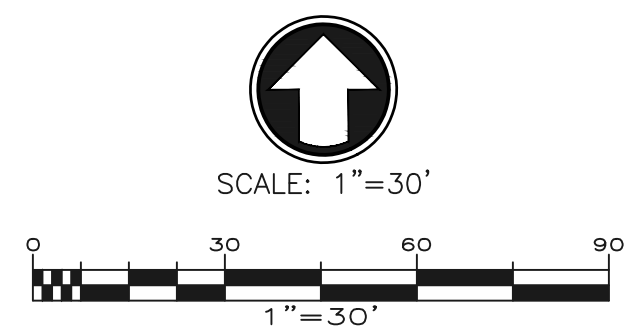
Therefore, we hereby request a Task Order amendment in the amount of \$33,500 to allow ERSC to advance to final design and reconcile all described matters. Any change order costs associated with the Reservoir design and Grading and Paving design are not included herein, and will be submitted under different cover.

As always, we look forward to the opportunity of working with District on this matter and appreciate our continued relationship. If you have any questions or require additional information, please call me at 909.890.1255 (Ext. 126). Thank you.

Sincerely,



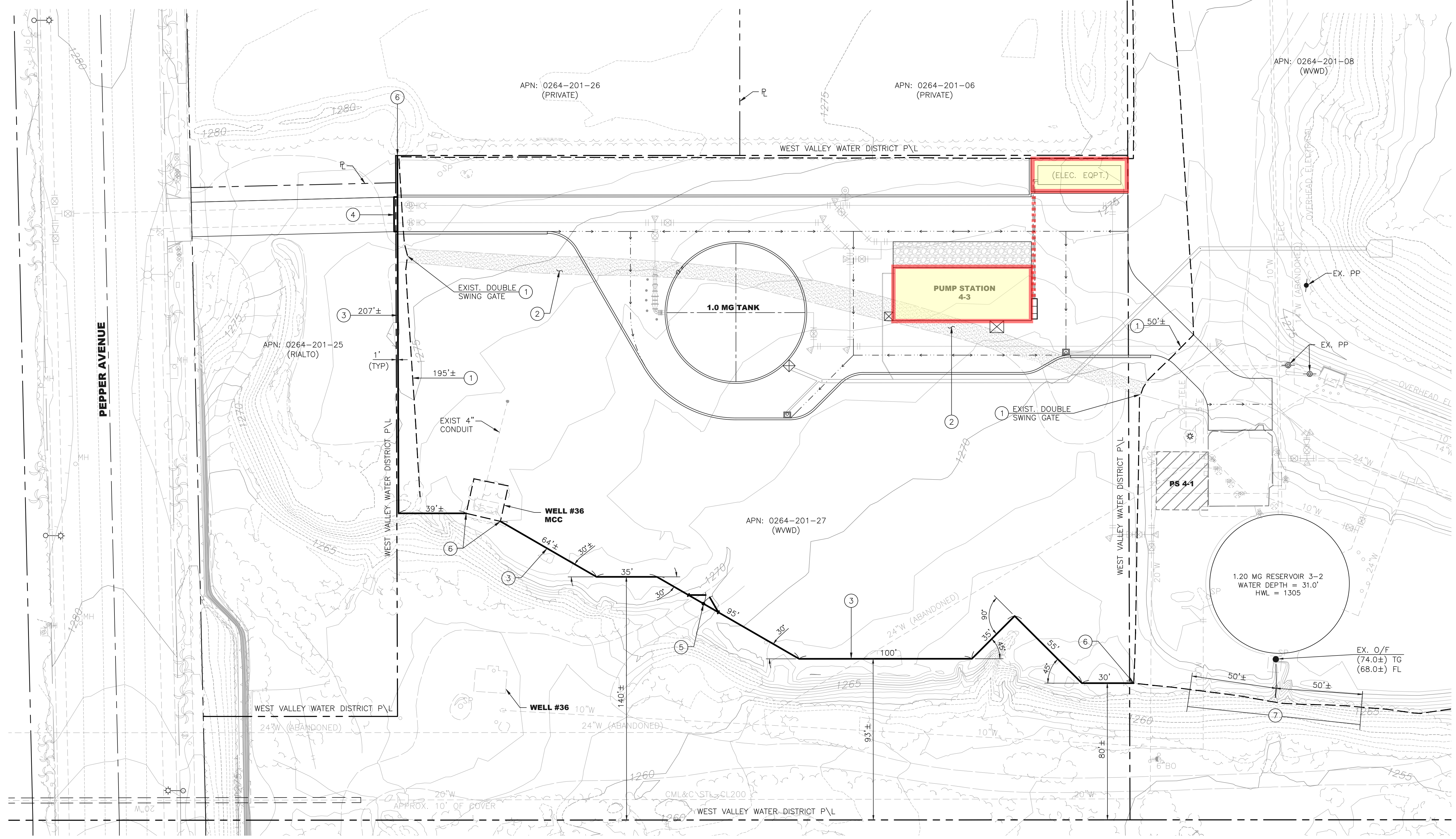
Erik T. Howard, PE, PLS
Sr. Principal Engineer



UPDATED SITE PLAN
(APPROVED MAY 5, 2020)

CONSTRUCTION NOTES

- ① REMOVE AND DISPOSE OF EXIST. CHAIN LINK FENCE AND VEHICULAR GATE (195± LF WEST SIDE; 50± LF EAST SIDE)
- ② REMOVE AND DISPOSE OF COMPACTED AC ROAD GRINDINGS (THICKNESS UNKNOWN)
- ③ CONSTRUCT 6' HIGH CHAIN LINK FENCE PER WWD STD DWG W-16
- ④ CONSTRUCT 20' WIDE AUTOMATIC ROLL GATE & V-TRACK SYSTEM (CHAIN LINK)
- ⑤ CONSTRUCT 20' WIDE CHAIN LINK SWING GATE PER WWD STD DWG W-17
- ⑥ JOIN EXIST. FENCE
- ⑦ PERFORM REMEDIAL GRADING TO REPAIR EROSION AND RESTORE GRADE. REMOVE AND REPLACE 100± LF FENCING PER WWD STD DWG W-16



NOTE TO CONTRACTOR:
CONTRACTOR TO POTHOLE AND VERIFY DEPTH, LOCATION AND CONDITION OF ALL EXISTING WATER LINES PRIOR TO MAKING CONNECTIONS.

SCHEDULE I

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



Revision	No.	By	Date	Approval

APPROVED		53318	Date
		RCE	
			Date
Designed	BRB	Checked	ETH
Drawn	BRB	Job No.	62026.197
		Scale:	1"=30'

ERSC
Engineering Resources of Southern California

1861 West Redlands Blvd.
Redlands, California 92373-3119
(909) 890-1255

WEST VALLEY WATER DISTRICT

LORD RANCH SITE IMPROVEMENTS

SITE PLAN

SHEET 3 OF 7
SHEETS
DWG. NO. W4-1363

**WEST VALLEY WATER DISTRICT
SAN BERNARDINO, CALIFORNIA**

**ZONE 4-3 PUMPING STATION (LORD RANCH)
ELECTRICAL/INSTRUMENTATION RE-DESIGN**

ADDITIONAL SCOPE OF WORK DUE SITE REVISIONS-REV 1

A. DESIGN PHASE:

TASK NO: DESCRIPTION

- A.1 Field visit and review existing conditions and coordinate with SCE for revised location for the Electrical Service to the proposed pump and reconfiguration.
- A.2 Make application on behalf of the District for service related work, including providing necessary documents, site meetings and SCE coordination effort.
- A.3 Re-Design new Service Entrance for the load including preparation of Revised Main Single Line Diagram, Switchgear layout etc., Coordinate with SCE for conformance.
- A.4 Re-Design new SCE Transformer Pad per SCE requirements
- A.5 Re-Design power system for the pump station as required including the south well Pump...
- A.6 Re-Design power and lighting for new pump building (assuming minimum effort as the relative location of pumps etc., have not changed)
- A.7 Prepare plans and specifications for bidding purposes with progress submittals at 100%. And Final.
- A.8 Project Management and Meetings (max. 2 meetings at 4 hrs. Each)

Assumptions:

- 1. Assumes that SCE will approve the revised location for Service Entrance.
- 2. All necessary backgrounds will be provided to MB&A in AutoCAD Rel 2016 files.

3. The layout within the Pump Station will not be changed and building foot print is the same.

WESTVALLEY 4-3 Fee Est Addl Work Rev1

WEST VALLEY WATER DISTRICT				
ZONE 4-3 PUMPING STATION - REVISIONS DUE TO SITE CHANGES				
ELECTRICAL/INSTRUMENTATION SYSTEM DESIGN				
COST AND MAN-HOUR SUMMARY- REV 1				
A. DESIGN PHASE				
TASK NO:	PROFESSIONAL	TECHNICAL	CLERICAL	COST (\$)
A1	8.00	8.00	0.00	\$2,320.00
A2	8.00	12.00	4.00	\$2,852.00
A3	8.00	12.00	0.00	\$2,700.00
A4	4.00	8.00	0.00	\$1,540.00
A5	4.00	8.00	0.00	\$1,540.00
A6	4.00	4.00	0.00	\$1,160.00
A7	8.00	16.00	12.00	\$3,536.00
A8	12.00	8.00	0.00	\$3,100.00
TOTAL	56.00	76.00	16.00	\$18,748.00
	DIRECT COST (TRAVEL ETC)			\$300.00
	TOTAL ESTIMATED FEE (DESIGN PHASE)			\$19,048.00
AVERAGE BILLING RATES:				
	PROFESSIONAL: \$195.00			
	TECHNICAL: \$95.00			
	CLERICAL: \$38.00			
REV 1				
30-Apr-30				

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: Engineering Resources of Southern California, Inc.
1861 W. Redlands Blvd.
Redlands, CA 92373

PROJECT: W15004 Lord Ranch Pump Station 4-3

Change Order No. 2 Agreement Date: December 9, 2014

Date: June 4, 2020 Sheet 1 of 2

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. Cost to complete design	\$19,000.00	
2. Electrical redesign	\$22,000.00	
3. On-site waterline design credit		(\$7,500.00)
Total, for Item I	\$41,000.00	-\$7,500.00
TOTAL FOR CHANGE ORDER NO. 2	\$33,500.00	

II. CONTRACT TIME

1. Increase by 0 calendar days.

III. JUSTIFICATION:

1. Additional funds are required due to administrative and engineering staff changes that resulted in numerous design revisions to advance to final design. The design revisions include the site configuration and other related elements.
2. Additional funds required to the electrical redesign.

- 3. Credit reflects effort related to reservoir plan updates that were inadvertently charged to the Pump Station billing task. This correction will be reflected in a separate change order request for the Reservoir design.

CHANGE TO CONTRACT PRICE:

Original Contract Price:	<u>\$131,000.00</u>
Current Contract Price Adjusted by Previous Change Order(s):	<u>\$15,000.00</u>
Contract Price Due to This Change Order will be <u>Increased</u> By:	<u>\$33,500.00</u>
New Contract Price, including this Change Order:	<u>\$179,500.00</u>

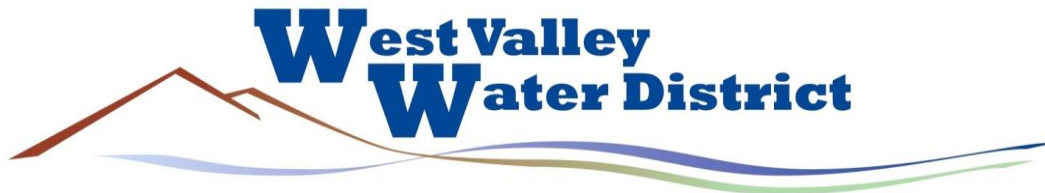
CHANGE TO CONTRACT TIME:

Contract Time will be increased	<u>0</u> Working Days
Date of Completion of All Work	<u>December 18, 2020</u> (Date)

REQUIRED APPROVALS:

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

_____	_____
Requested By (Engineer ERSC)	Date
_____	_____
Recommended By (Project Manager)	Date
_____	_____
Recommended By (VP ERSC)	Date
_____	_____
Accepted By (Owner)	Date



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

DATE: June 10, 2020
TO: Engineering, Operations and Planning Committee
FROM: Clarence Mansell Jr., General Manager
SUBJECT: APPROVE CHANGE ORDER NO. 2 WITH MICHAEL BAKER INTERNATIONAL, INC. FOR DESIGN OF PUMP STATION 7-2 ELECTRICAL SERVICES

BACKGROUND:

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

Currently there is one existing pump station, Pump Station 7-1, boosting water supplies to the upper pressure zone. Pump Station 7-2 is needed to supply future demands and provide redundancy in the event the other pump station is out of service for maintenance or repair.

The District is proposing to design Pump Station 7-2 (PS7-2) in preparation for the increased development that is projected to occur in Pressure Zone 7.

On January 18, 2018 the Board of Directors directed the General Manager to enter into an agreement with Michael Baker International, Inc. ("MBI") to prepare the design for PS7-2. On April 22, 2019, the District approved Amendment No. 1 for the design on an emergency generator which resulted in Change Order No. 1. Since their contract was established, MBI has successfully conducted the scope of work and provided deliverables as stated in the contract.

DISCUSSION:

As we proceed with the design phase of the project, Staff requested a proposal for additional services for Electrical Services for the design of Pump Station 7-2. The proposal includes SCE application package, SCE utility coordination for a second meter, and provide a selector switch interlock for pump lock-out. MBI has submitted Change Order No. 2 to cover the cost for this additional work. Attached as **Exhibit A** is a copy of the proposal received by MBI to perform this additional design.

FISCAL IMPACT:

This project was a budgeted item in the Fiscal Year 2019/20 Capital Improvement Budget under the W18021 Pump Station 7-2 project. The original contract amount of \$169,839.00 was adjusted by previous Change Order No. 1 of \$39,303.00 for a current contract amount of \$209,142.00. This change order will increase the contract amount by \$15,795.00 for a total of \$224,937.00. A copy of Change Order No. 2 is attached as **Exhibit B**. Additional funds will be needed. The District's budget for Contingency has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2019-2020 Project Name	Current Budget	Construction Cost	Transfer From/To	Remaining Budget
CONT Contingency	\$81,284.02	\$0.00	(\$15,795.00)	\$65,489.02
W18021 Pump Station 7-2	\$0.00	\$15,795.00	\$15,795.00	\$0.00

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations, and Planning Committee consider Change Order No. 2 to Michael Baker International, Inc. for the Electrical Services at Pump Station 7-2 in the amount of \$15,795.00 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,



Clarence Mansell Jr, General Manager

BP:ce

ATTACHMENT(S):

1. Exhibit A - PS7-2 MBI Proposal
2. Exhibit B - MBI Change Order 2

EXHIBIT A

May 7, 2020

JN 165353

Ms. Bertha Perez, P.E.
West Valley Water District
855 W Base Line Road
PO Box 920
Rialto, CA 92377

Subject: Amendment No. 2 for Task Order No. 2 Zone 7-2 Pump Station

Dear Ms. Perez;

The focus of this letter is for your approval of Amendment No. 2 for Michael Baker's additional design services relating to Pump Station 7-2. The District has decided to pursue a new, separate electrical meter dedicated from Pump Station 7-2, which is separate from the existing meter at Pump Station 7-1.

It is anticipated that SCE will require a separate physical address for the pump stations and could have some initial resistance to providing a separate meter for Pump Station 7-2. Michael Baker will begin coordination with SCE and discuss the need for the separate meter with the assigned SCE planner. The case for the separate meter will primarily be made using the following points:

- The District is a public water utility and increased electrical tier rates could impact the water rates to the public.
- The District relies on accounting for operational costs for each individual pump station. Although Pump Station 7-1 and 7-2 are located in close proximity, the pump stations are separate facilities with separate operating costs.
- The District has historically been able to install separate meters at other locations, and the installation of separate meters will be consistent with other District facilities.
- Separate addresses with the same physical address, similar to commercial suites and multi-family housing, will be presented using "4500 Riverside Ave, Building 7-1" and "4500 Riverside Ave, Building 7-2".

The previous direction provided to Michael Baker in Amendment No. 1 to include an on-site generator for 24-hour operation will remain. However, the generator will be used as stand-by generator for emergency power.

Amendment No. 2 Scope of Work

Amendment No. 2 Task 1: SCE Application Package

This additional task includes the following scope of work:

1. Revise the current single line diagram at the direction of the SCE planner.
2. Recalculate the loads and resize the metered switchboard to accommodate the final service entrance design.
3. Include a technical specification for the metered switchboard.
4. Fill out and submit the standard SCE application form.

This task includes the typical coordination required to submit the SCE application only and does not include site visits or additional coordination to negotiate the installation of the second meter.

Amendment No. 2 Task 2: SCE Utility Coordination for Second Meter

This additional task includes the following scope of work:

Discuss, coordinate, and negotiate the installation of a separate meter for Pump Station 7-2. This includes phone discussions with SCE staff, site meetings, address investigation with the City and County, and other coordination or work items required by SCE that are currently unknown and within the budget of the task.

This task will be billed on a time and materials basis at the hourly rates provided in the initial Fee Proposal with a not-to-exceed total of \$5,000. This will provide approximately 24 staff-hours of coordination time and is subject to variance based on the billing rate of the staff performing the work.

Amendment No. 2 Task 3: Provide Selector-Switch Interlocks for Pump Lock-Out

This additional task includes the following scope of work:

Michael Baker will include in the project drawings an interlocking design in the pump station to limit the number of pumps running to two pumps at each cycle. This will be achieved by installing a two-way fixed position selector switch. When the selector switch is in "selected position A", only Pump 1 and Pump 2 will become active and can start manually or automatically by the local HOA at the starter. When the selector switch is in "selected position B", Pump 3 and Pump 4 will become active. The selections will be limited to the selection set noted. The operators will not have the ability to select individual pumps or other combinations of pumps.

Michael Baker understands that the final decision regarding the addition of the selector switch will depend on the outcome of the SCE coordination efforts. The work identified in this task will not be

Ms. Bertha Perez, PE
West Valley Water District
Page 3

May 7, 2020

performed until the District provides specific direction to authorize this work. The execution of this amendment will not serve as notice to proceed with Amendment No. 2, Task 3.

Amendment No. 2 Fee Summary

Amendment No. 2 Task 1	\$ 7,395.00
Amendment No. 2 Task 2	\$ 5,000.00
Amendment No. 2 Task 3	\$ 3,400.00
Amendment No. 2 Total	\$ 15,795.00

The detailed breakdown of each task including hourly rates is provided in the attached Fee Table.

If this proposal is acceptable, please contact us so we may begin coordination with SCE. Should you have any questions, please contact me directly by phone at: (951) 506-2086; or via e-mail: miles.costanza@mbakerintl.com.

Sincerely,



Miles Costanza, P.E.
Project Manager



Daniel G. Smith, P.E.
Department Manager



FEE TABLE

Pump Station 7-2 Add No. 2

	Approximate Person Hours						Total Estimated Hours	Labor Cost	Direct/Repro Subcontract Costs	Total Estimated Fee
	Principal	Project Manager	Sr. Elec. Engineer	Electrical Engineer	Design Engineer	Designer/Drafter				
	\$ 280.00	\$ 210.00	\$ 200.00	\$ 168.00	\$ 160.00	\$ 130.00				
Amendment 2, Task 1: SCE Application										
Single Line Diagrams			4	8		12	24	\$ 3,704.00		\$ 3,704.00
Specifications/Exhibits			2	4		2	8	\$ 1,332.00	\$ -	\$ 1,332.00
Application Package			4	8		1	13	\$ 2,274.00	\$ 85.00	\$ 2,359.00
SUBTOTAL AMOUNT (TASK 1):	0	0	10	20	0	15	45	\$ 7,310.00	\$ 85.00	\$ 7,395.00
Amendment 2, Task 2: SCE Coordination										
Second Meter Coordination	2	6	9	7			24	\$ 4,796.00	\$ 204.00	\$ 5,000.00
SUBTOTAL AMOUNT (TASK 2):	2	6	9	7	0	0	24	\$ 4,796.00	\$ 204.00	\$ 5,000.00
Amendment 2, Task 3: Pump Interlock										
Revised Control Schematics			2	4	8	8	22	\$ 3,392.00	\$ 8.00	\$ 3,400.00
SUBTOTAL AMOUNT (TASK 3):	0	0	2	4	8	8	22	\$ 3,392.00	\$ 8.00	\$ 3,400.00
ADDENDUM 2 TOTAL (ALL TASKS):	2	6	21	31	8	23	91	\$ 15,498.00	\$ 297.00	\$ 15,795.00

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: Michael Baker International
3536 Concours Street, Suite 100
Ontario, CA 91764

PROJECT: W18021 Pump Station 7-2

Change Order No. 2 Agreement Date: January 18, 2018

Date: June 4, 2020 Sheet 1 of 3

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. SCE application	\$ 7,395.00	
2. SCE coordination	\$ 5,000.00	
3. Pump interlock	\$ 3,400.00	
Total, for Item I	\$15,795.00	
TOTAL FOR CHANGE ORDER NO. 2	\$ 15,795.00	

II. CONTRACT TIME

Increased 0 calendar days

III. JUSTIFICATION:

1. This additional task includes the following scope of work:
 - a. Revise the current single line diagram at the direction of the SCE planner.
 - b. Recalculate the loads and resize the metered switchboard to accommodate the final service entrance design.
 - c. Include a technical specification for the metered switchboard.
 - d. Fill out the standard SCE application form.
2. Discuss, coordinate, and negotiate the installation of a separate meter for Pump Station 7-2. This includes phone discussions with SCE staff, site meetings, address investigation with the City and County, and other coordination or work items required by SCE that are currently unknown and within the budget of the task.
3. Michael Baker will include in the project drawings an interlocking design in the pump station to limit the number of pumps running to two pumps at each cycle. This will be achieved by installing a two-way fixed position selector switch. When the selector switch is in “selected position A”, only Pump 1 and Pump 2 will become active and can start manually or automatically by the local HOA at the starter. When the selector switch is in “selected position B”, Pump 3 and Pump 4 will become active. The selections will be limited to the selection set noted. The operators will not have the ability to select individual pumps or other combinations of pumps.

CHANGE TO CONTRACT PRICE:

Original Contract Price	\$ <u>169,839.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>39,303.00</u>
Contract Price Due to This Change Order will be <u>Increased</u> By:	\$ <u>15,795.00</u>
New Contract Price, including This Change Order	\$ <u>224,937.00</u>

CHANGE TO CONTRACT TIME:

Contract Time will be increased	<u>0</u> Working Days
Date of Completion of All Work	<u>December 18, 2020</u> (Date)

REQUIRED APPROVALS:

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

Requested By (Contractor)

Date

Recommended By (Project Manager)

Date

Recommended By (Engineering Manager)

Date

Accepted By (Owner)

Date



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

DATE: June 10, 2020
TO: Engineering, Operations and Planning Committee
FROM: Clarence Mansell Jr., General Manager
SUBJECT: APPROVAL OF FISCAL YEAR 2020-21 PROFESSIONAL SERVICES
 CONTRACT FOR ROB KATHERMAN CONSULTING

DISCUSSION:

Rob Katherman Consulting has provided the District with organizational management advice and engineering research, planning and project management services since March 2018. The current contract expires July 1, 2020. This report presents a new one-year contract for Board approval to engage Rob Katherman's services for FY2020-21. The District is still undergoing significant changes in organizational management and in the development of its engineering program and Rob Katherman's services are needed to facilitate successful change management.

FISCAL IMPACT:

The estimated cost of the contract remains at last year's amount of \$100,000. Funds have been allocated in the FY2020-21 O&M Budget and the CIP Budget to facilitate work in both areas.

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations and Planning Committee approve the Agreement for Professional Services and Task Order for Rob Katherman Consulting, and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM:mm

ATTACHMENT(S):

1. Exhibit A - Agreement for Professional Services - Rob Katherman 2020-21
2. Exhibit B - Task Order 1

EXHIBIT A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

with

Rob Katherman Consulting

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 1st day of July, 2020 (“Effective Date”) is by and between West Valley Water District (“District”) and Rob Katherman Consulting (“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, 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 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: General Manager
(Tel.) 909-875-1804

To Consultant: Rob Katherman Consulting
 46-E Peninsula Center #284
 Rolling Hills Estates, CA 90274
Rob.katherman@icloud.com
 310-383-0451

- 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 by the Board of Directors of the District, or 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 _____
Clarence C. Mansell, Jr., General Manager

By _____
Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

Rob Katherman Consulting

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

SAMPLE

TASK ORDER NO. _____

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**

Clarence C. Mansell, Jr., General Manager

Board Secretary

CONSULTANT:

By _____

Name _____

Its _____

By _____

Name _____

Its _____

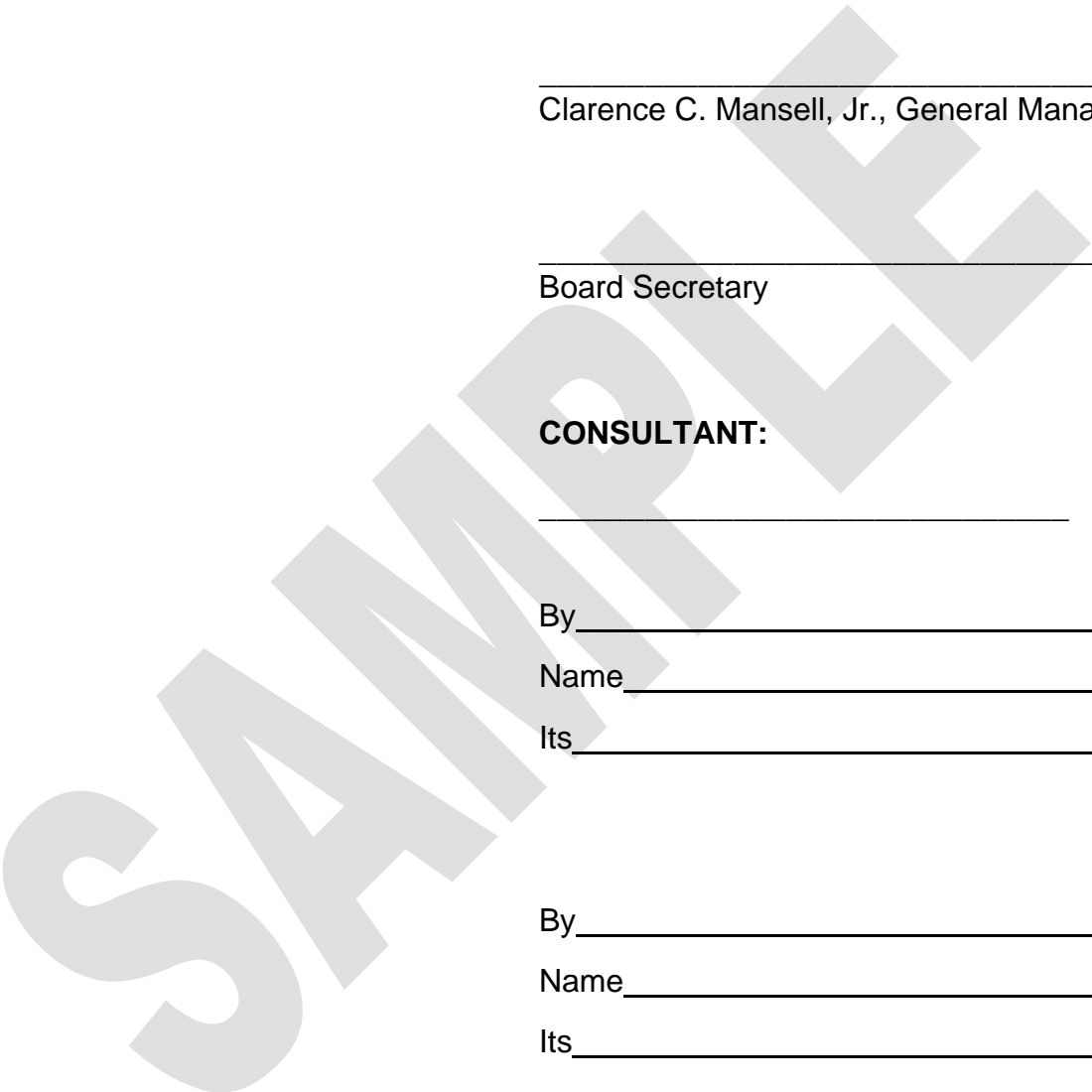


EXHIBIT "1"

TO

TASK ORDER NO. _____

SCOPE OF SERVICES

SAMPLE

EXHIBIT "2"
TO
TASK ORDER NO. ____

COMPENSATION

SAMPLE

EXHIBIT "3"
TO
TASK ORDER NO. _____

SCHEDULE

SAMPLE

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

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

Rob Katherman

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 B

TASK ORDER NO. 1**PROFESSIONAL ENGINEERING CONSULTING SERVICES**

This Task Order ("Task Order") is executed this **1ST day of July, 2020** by and between West Valley Water District, a public agency of the State of California ("District") and **Rob Katherman Consulting** ("Consultant").

RECITALS

- A. On or about **July 1st, 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**

Clarence C. Mansell Jr., General Manager

Board Secretary

CONSULTANT:

Rob Katherman Consulting

By _____

Name _____

Its _____

By _____

Name _____

Its _____

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

Consultant agrees to perform during the term of this Agreement, the tasks, obligations, and services requested by the Board or it's General Manager. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this agreement.

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

The District shall pay for the services performed by Consultant pursuant to the terms of this Agreement as follows: \$85.00 per hour for each worked with no minimum or maximum.

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

Consultant shall perform the services above described in a timely manner in accordance with professional standard practices and the provisions of this Agreement. This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date. District may terminate this Agreement at any time with a thirty (30) day written notice of termination.



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

DATE: June 10, 2020
TO: Engineering, Operations and Planning Committee
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER THE PURCHASE OF ZONE 8 PROPERTY

DISCUSSION:

West Valley Water District (“District”) was contacted by the attorney representing the Nealey Mutual Water Company, informing the District of their client’s intent to sell the property adjacent to the District’s Zone 8 reservoir site. The 6.25 acre, vacant property is located west of Lytle Creek Road, due north of the District’s reservoir site and contains the access road to the reservoirs on the hilltop. The attorney representing the Nealey Mutual Water Company contacted the District to give the District the first opportunity to present an offer to purchase before they looked at other potential buyers.

The District is proposing to construct a new above ground reservoir (Reservoir 8-3) and improvements to the construction access road. The proposed reservoir would supply water to existing and anticipated development in the Lytle Creek area. In order to facilitate construction of the new reservoir, improvements to the site’s access road will be required. Attached, as Exhibit A is a map of the property available for purchase (APN 0239-041-23) which shows the reservoir site access road. It would be advantageous for the District to own this property to facilitate the improvements to the access road. In order to determine the current market value of the property an appraisal was performed to provide the District information related to the evaluation of the land for possible purchase.

FISCAL IMPACT:

No fiscal impact at this time. The request is to begin negotiations only.

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations and Planning Committee approve staff to enter into negotiations for the purchase of Assessor’s Parcel Number 0239-041-23, which contains 6.25 acres of vacant land adjacent to the Districts Zone 8 reservoir site.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

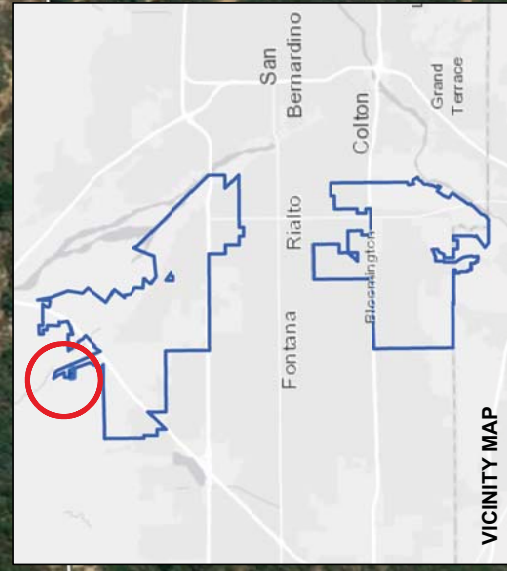
LJ:mm

ATTACHMENT(S):

1. Exhibit A - Property Available for Purchase

EXHIBIT A

Property Available for Purchase 6.25 Acres



West Valley Water District

Legend

- Access Road
- WWWD Owned Parcel
- APN: 023904123



3.b.4.a



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

DATE: June 10, 2020
TO: Engineering, Operations and Planning Committee
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER A COMMON USE AGREEMENT WITH THE CITY OF RIALTO FOR THE CACTUS TRAIL

BACKGROUND:

The City of Rialto (“Rialto”) is in the conceptual design stage for a community bicycle and pedestrian trail. The design concept for the Cactus Trail, focuses on “water” and the history and development of the water canal system of Rialto. From the north trailhead monument at Baseline Road, to the southern trailhead monument at Rialto Avenue, interpretive signs will be placed at strategic locations highlighting a period of Rialto history. These displays will walk the users of the trail down the timeline of water development in Rialto. As water flows from the north canyons to the south agricultural fields and citrus groves, so will the historic timeline of water and agricultural irrigation in Rialto. Starting from the early Serrano inhabitants to today’s residents, the Cactus Trail will focus on the importance of this resource; it’s history, and conveyance within this arid region of Southern California.

The Cactus Trail will include stone veneered Cactus Trail Monuments with water features, weathered metal trail signage, cactus accents, landscape boulders and decomposed granite paths. Pedestrian nodes will be placed between major intersections with enhanced paving illustrating various Cactus Trail themes in concrete, pedestrian seating areas, decorative cobble paving, landscape boulders and accent planting.

DISCUSSION:

In order to extend the Cactus Trail from Rialto Avenue to Base Line Road, a proposed 10-foot wide meandering pedestrian walkway would cross over West Valley Water District’s (“District”) reservoir site property on Cactus Avenue.

The City of Rialto would like to enter into a Common Use Agreement with the District for use of the District’s property (APN 0128-121-33 and APN 0128-121-39) adjacent to Cactus Avenue for the Cactus Trail. Existing bollards, keypads and air-vac canister will be protected in place. There will be no impact to the existing chain link fencing. The existing wooden rail fence will be replaced by a rail fence that will extend the length of the trail. Attached, as Exhibit A are renderings of the project, proposed signage at the gate entrance and a topographic map showing the driveway and appurtenances. Attached, as Exhibit B is a copy of the Common Use Agreement.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations and Planning Committee approve the Common Use Agreement with the City of Rialto, and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

LJ:mm

ATTACHMENT(S):


1. Exhibit A - Trail Concepts
2. Exhibit B - Common Use Agreement

EXHIBIT A

REGULAR TRAIL



- MOW CURB

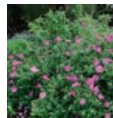
California Gold Decomposed Granite
- MULTI USE TRAIL

Boulders
- PLANTER

Adobe Sunset Decomposed Granite
- PVC 2- RAIL FENCE

PVC 2-Rail Fence



Parkinsonia aculeata Desert Museum Palo Verde Tree



Cistus x purpureus Orchid Rockrose



Callistemon 'Little John' Dwarf Callistemon



Artemisia 'Powis Castle' Wormwood



Caesalpinia gilliesii Mexican Bird of Paradise



Chitalpa tashkentensis Chitalpa



Cercis canadensis 'Forest Pansy' Forest Pansy Redbud



Baccharis x 'Centennial' Centennial Coyote Brush



Rosa x 'Noala' Flower Carpet* Coral Groundcover Rose



Festuca 'Siskiyou Blue' Siskiyou Blue Fescue



Agave americana Century Plant



Aloe striata Coral Aloe



Hesperaloe parviflora Red Yucca

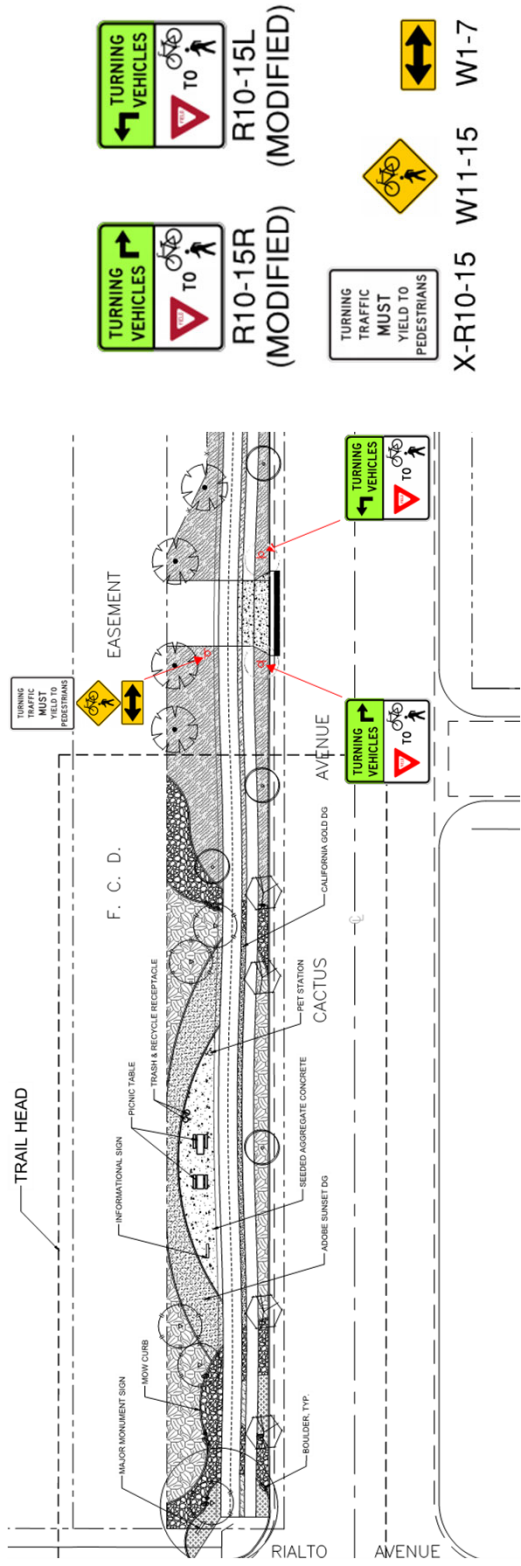


Rosmarinus officinalis 'Huntington Carpet' Huntington Carpet Rosemary

REGULAR TRAIL
CACTUS TRAIL RIALTO, CALIFORNIA



CROSSING AT DRIVEWAY PAINTED MEDIAN



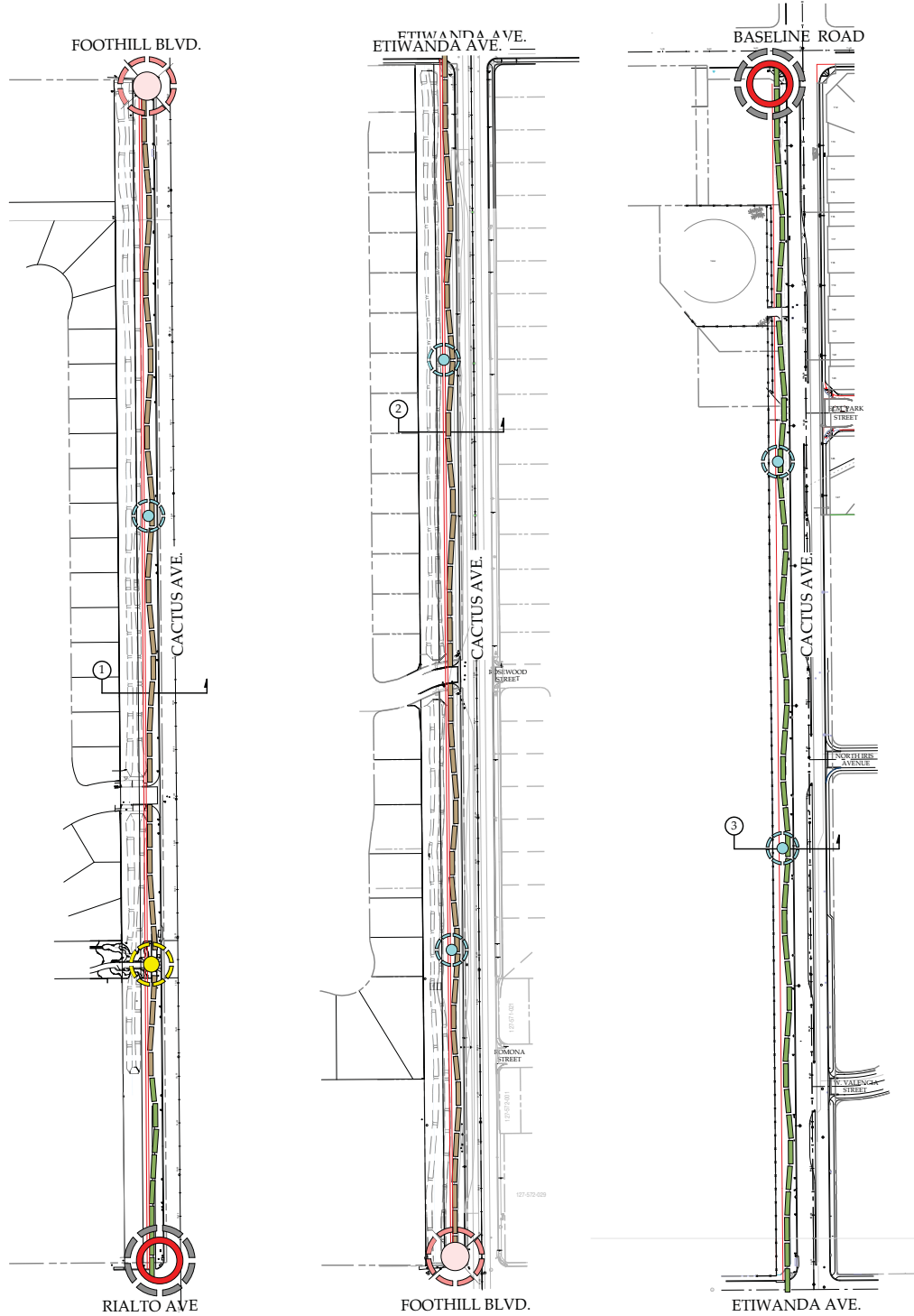
Goleta, CA

Conceptual Design Concept

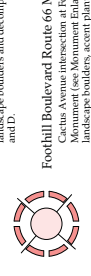
Water has played a vital role in the development of the City of Rialto. Long before the arrival of the Mexican and European settlers, the Serrano people, a Native American tribe of this region, inhabited the area known as the "bench" adjacent to the Lytle Creek Wash. This land was fertile and provided a yearlong supply of water to these people and the game they hunted.

Early settlers of the mid 1800's built their homes on the rich sandy loam soils of the "bench". Nearby springs and artesian wells seeped out water, and helped to provide additional summer irrigation for the early agricultural crops of Rialto. As the population grew, the demand for water supply increased. The delivery of water for irrigation and the management and battles over water rights, helped to shape Rialto and the businesses and corporations that settled there.

The design concept for the Cactus Trail focuses on "water" and the history and development of the water canal system of Rialto. From the north trailhead monument at Baseline Road, to the southern trailhead monument at Rialto Avenue, interpretive signs are placed at strategic locations highlighting Rialto history. These displays will walk the users of the trail down the timeline of water development in Rialto. As water flows from the north canyons to the south agricultural fields and citrus groves, so will the historic timeline of water and agricultural irrigation in Rialto. Starting from the early Serrano inhabitants to today's residents, the Cactus Trail will focus on the importance of this resource; it's history, and conveyance within this arid region of Southern California.



OVERALL CONCEPTUAL LANDSCAPE MASTER PLAN CACTUS AVENUE TRAIL CITY OF RIALTO RIALTO, CALIFORNIA



FEATURE LEGEND:

Primary Trail Monument
Trail markers at Rialto Avenue and Baseline Road. Stone engraved Cactus Trail Monument with water feature (see Monument Perspective A and Monument Elevation B), weathered metal trail signage, cactus accents, landscape boulders and decomposed granite path. See Enlargements C and D.

Foothill Boulevard Route 66 Monument
Route 66 Cactus Trail Monument (see Monument Enlargement and Elevation F) with landscape boulders, accent planting and decomposed granite path.

Secondary Trail Monument
Cactus Trail Monument at Etiwanda Avenue with landscape boulders, accent planting and decomposed granite path. See Monument Enlargement and Elevation E.

Cactus Avenue at Rails to Trails Project Intersection
Connection to Rails to Trails Project along the Rialto canal with accent cobble, landscape boulders and accent planting. See Enlargement G.

Pedestrian Trail Node
Pedestrian nodes between major intersections with enhanced paving and decorative cobble paving, landscape boulders and accent planting. See Enlargement H.

Pedestrian Trail
10' wide pedestrian trail along adjacent to earthen flood control channel.

Pedestrian Trail
10' wide pedestrian trail along Cactus Ave, adjacent to abandoned rail road track north of Rialto Ave. and adjacent to West Valley Water District.

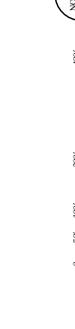
1 CACTUS AVE SECTION
(Station Point 43+21) SCALE: 1" = 20'



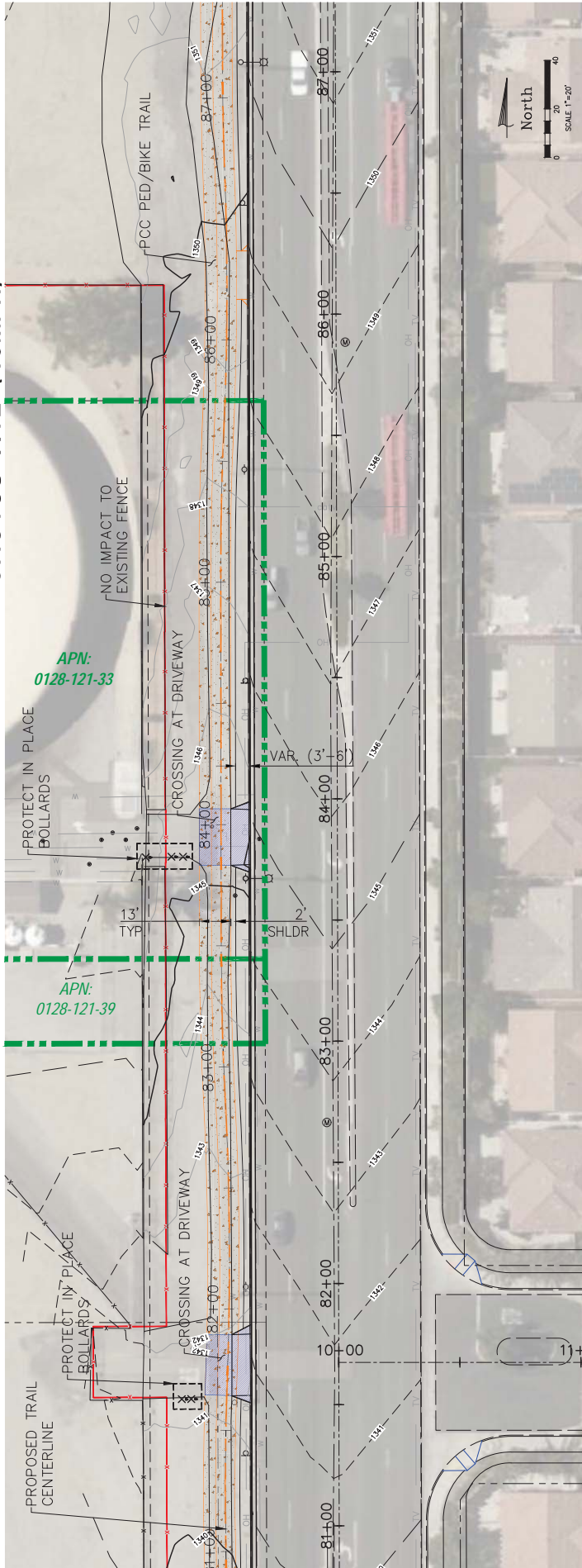
2 CACTUS AVE SECTION - BETWEEN
FOOTHILL BLVD AND ETIWANDA AVE
(Station Point 75+20) SCALE: 1" = 20'



3 CACTUS AVE SECTION
(Station Point 92+85) SCALE: 1" = 20'



CACTUS AVE (45MPH)



ELM PARK AVE.

EXHIBIT B

CACTUS TRAIL COMMON USE AGREEMENT

This CACTUS TRAIL COMMON USE AGREEMENT (“Agreement”) is entered into as of _____, 2020 in the State of California by and between the CITY OF RIALTO, hereafter called the “CITY”, and the WEST VALLEY WATER DISTRICT, hereafter called the “DISTRICT”.

WITNESSETH

WHEREAS, DISTRICT and CITY desire to enter into a cooperative effort to provide a recreational joint use of the DISTRICT Property adjacent to Cactus Avenue as shown in the assessor’s map attached in Exhibit A hereto (“DISTRICT LANDS”);

WHEREAS, CITY, desires to effect, at CITY cost, the construction of a recreational joint use and appurtenances thereto, as further described in Exhibit B attached hereto (collectively, “PROJECT”) within a portion of the DISTRICT LANDS;

WHEREAS, the Parties hereby acknowledge that the construction and maintenance of the PROJECT provides a benefit to both parties;

WHEREAS, CITY desires to construct and maintain said PROJECT within DISTRICT LANDS (which portion of DISTRICT LANDS is hereinafter referred to as “AREA OF COMMON USE”), which AREA OF COMMON USE is shown on attached map marked “EXHIBIT A” attached hereto and incorporated herewith.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, IT IS UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:

1. DISTRICT hereby consents to CITY’S construction, reconstruction, and maintenance of the bicycle pathways and the appurtenances thereto, at CITY’S sole expense within the AREA OF COMMON USE: provided however, that CITY shall not use, occupy, construct, reconstruct or maintain said PROJECT in a manner that interferes or conflicts with any structures, facilities, operations, or uses which DISTRICT has upon said DISTRICT LANDS. CITY shall submit complete plans and request approval for the proposed PROJECT to the DISTRICT at least thirty (30) days prior to the date of such intended PROJECT occupancy or use and obtain written approval, therefore, which approval shall not be withheld, if in the opinion of the DISTRICT, the proposed PROJECT will not interfere or conflict with the DISTRICT’S interests. Within twenty (20) days of receiving the complete plans and request for approval from the CITY, the DISTRICT shall provide a written approval of the PROJECT or written denial identifying how the PROJECT as proposed by the CITY will interfere or conflict with the DISTRICT’S interests. If the PROJECT is denied by the DISTRICT, the CITY may resubmit the plans and attempt to address the DISTRICT’S concerns. The DISTRICT

shall respond to the CITY with an approval or denial within twenty (20) days of receiving the resubmitted plans. If the DISTRICT fails to issue a written approval or denial of the initially submitted plans or any resubmitted plans within twenty (20) days of receipt, the PROJECT plans shall be deemed approved by the DISTRICT. CITY shall assume full responsibility for the operation and maintenance of the PROJECT. DISTRICT shall not charge CITY for the right to use, occupy, construct, reconstruct or maintain said PROJECT.

2. CITY acknowledges DISTRICT'S right to AREA OF COMMON USE and the priority of DISTRICT'S right within DISTRICT LANDS. Except in emergencies, CITY shall give reasonable notice of not less than 7 days to DISTRICT and receive DISTRICT written approval before performing any work on CITY facilities in said AREA OF COMMON USE.
3. DISTRICT has and reserves the right to use AREA OF COMMON USE in any manner not in conflict with CITY'S needs for the PROJECT without necessity for any further permit or permission from CITY. DISTRICT shall, except in emergencies, give reasonable notice of not less than 7 days to CITY before performing any work which may affect the PROJECT in said AREA OF COMMON USE.
4. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions solely on the part of DISTRICT under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of DISTRICT under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, DISTRICT shall fully indemnify, defend and hold CITY harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions solely on the part of DISTRICT under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of DISTRICT under this Agreement.

Neither DISTRICT nor any officer or employee of DISTRICT shall be responsible for any damage or liability occurring by reason of any acts or omissions solely on the part of CITY under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions solely on the part of CITY under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of CITY under this Agreement.

In order to accomplish the indemnification herein provided for, the CITY shall secure and maintain throughout the term of the contract these following types of insurance with limits as shown:

Workers' Compensation: A program of workers' compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CITY or DISTRICT and all risks to such persons under this agreement.

Workers' Compensation: Statutory Workers' Compensation Insurance. The CITY shall require the carriers of this coverage to waive all rights of subrogation against the DISTRICT, their officers, volunteers, employees, contractors and subcontractors.

Comprehensive General and Automobile Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000). Errors and omissions liability insurance with combined single limits of \$1,000,000 for bodily injury and property damage.

CITY shall furnish certified copies of all policies and endorsements to the DISTRICT evidencing the insurance coverage above required **prior to the commencement of performance of services hereunder**, which shall provide that such insurance shall not be terminated or expire except without thirty (30) days written notice to the DISTRICT.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation insurance coverage, shall obtain additional endorsements naming the DISTRICT, their employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

All policies required above are to be primary and non-contributing with any insurance or self-insurance programs carried or administered by the CITY.

The CITY shall require the carriers of this coverage to waive all rights of subrogation against the DISTRICT, their officers, volunteers, employees, contractors and subcontractors prior to execution of the agreement.

- 5. Term. This Agreement shall remain valid and in full force and effect beginning on the date first written above and shall continue in perpetuity and shall terminate upon the removal by CITY of the PROJECT pursuant to the terms of this Agreement.

6. Assignment. This Agreement shall be binding on each party's successors and assigns.
7. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties as to the subject matter contained herein. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties, which writing expressly refers to this Agreement.
8. Time of the Essence. Time is of the essence of each and every provision of this Agreement.
9. Authority to Enter Agreement. Each party warrants that it has the legal capacity to enter into this Agreement. The Parties warrant that the individuals who have signed the Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.
10. Counterparts. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing Parties, but all counterparts together will constitute one and the same instrument. This Agreement may be executed by electronic or facsimile signature.
11. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.
12. Further Assurances. Each party, at the request of the other, shall execute, acknowledge or have notarized (if appropriate) and deliver in a timely manner such additional documents, and do such other additional acts, also in a timely manner, as may be reasonably required in order to accomplish the intent and purposes of this Agreement. Each party shall act diligently in expediting final approval of approvals for development and operation of the PROJECT.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both parties.

WEST VALLEY WATER DISTRICT

CITY OF RIALTO

By: _____

By: _____

It's: _____

It's: _____

Date: _____

Date: _____

By: _____

By: _____

It's: _____

It's: _____

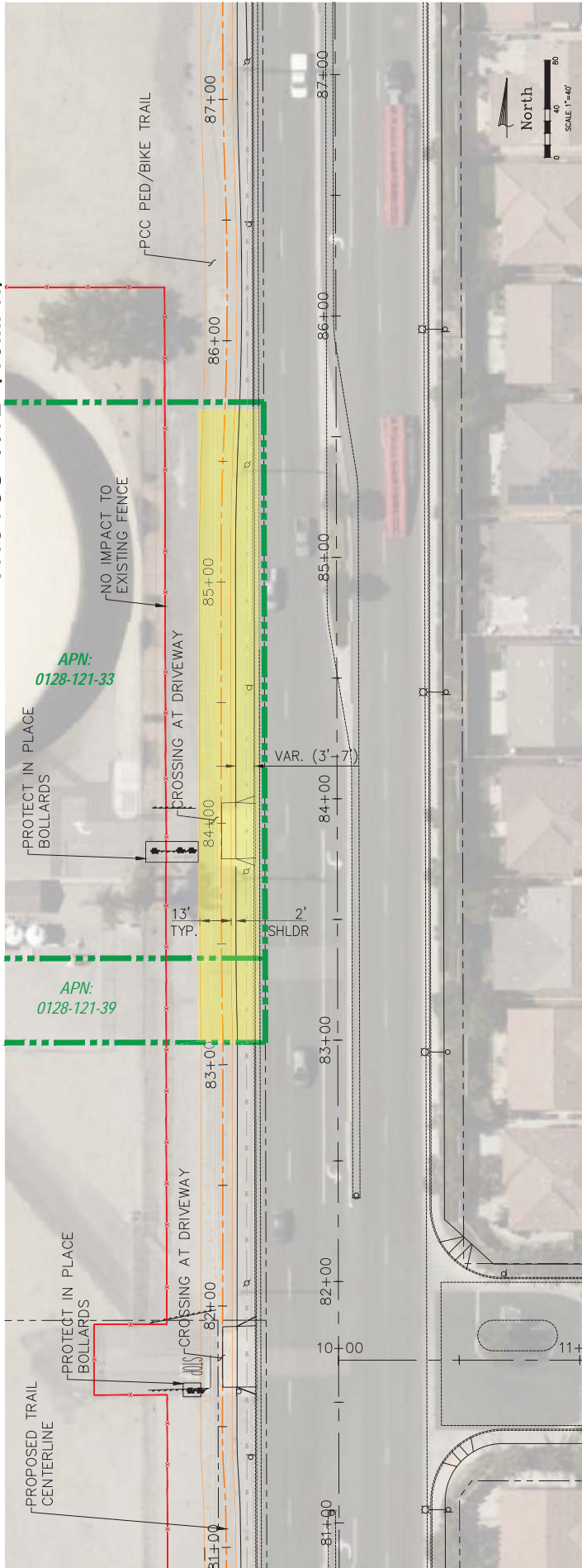
Date: _____

Date: _____

EXHIBIT A
DISTRICT LANDS AND AREA OF COMMON USE

(map to be attached)

CACTUS AVE (45MPH)



ELM PARK AVE.

EXHIBIT B

DESCRIPTION OF PROJECT

The City of Rialto proposes to convert the existing Cactus Avenue Bike Route into a multi-use trail between Baseline Avenue and Rialto Avenue. The multi-use trail will include an eight-foot wide bike trail and a five-foot wide pedestrian trail which will meander between the street and drainage channel west of Cactus Avenue. The new trail will also include two-foot wide shoulders on both sides of the bike trail consisting of decomposed granite and will separate the bike trail from the landscaping. The existing curb ramps at the trail street crossing will be rebuilt and upgraded to the current Americans with Disabilities Act (ADA) standards. The trail is anticipated to drain into the proposed landscaping areas and infiltrate into the soil. The trail will also include landscaping/irrigation throughout the trail limits and trail monuments/exercise stations.



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

DATE: June 10, 2020
TO: Engineering, Operations and Planning Committee
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER BUDGET TRANSFER FROM CIP CONTINGENCY TO CEDAR AND ORANGE BUSINESS CENTER PROJECT

BACKGROUND:

On June 21, 2018, the Board of Directors authorized West Valley Water District (“District”) to enter into a reimbursement agreement with Thrifty Oil, Inc. (“Developer”) for the upsizing and installation of a water main in the unincorporated community of Bloomington. The Cedar and Orange Business Center (“Project”), provided a unique opportunity for the District to partner with a Developer and replace the existing 50-year-old 8-inch water line within Cedar Place and Cedar Avenue with new 12-inch ductile iron pipe at a fraction of what a typical CIP pipeline installation project would cost. The installation and upsizing of this new pipeline would relocate our existing facilities outside of the proposed Caltrans construction right-of-way brought upon by the I-10 Freeway/Cedar Ave Bridge Widening Project and relocate it within the new Cedar Place street right-of-way. Furthermore, the upsizing of these facilities would conform to the recommendations of the District’s Water Facilities Master Plan to accommodate the future development of the Zone 3 service area and anticipated increased production of Well 39. See attached Exhibit A for an Aerial Map of the pipeline alignment.

DISCUSSION:

When construction began on the Project, the contractor proceeded to pothole and verify the existing pipeline alignment and proposed tie-in points for the project. Unfortunately, due to the unavailability of historic plans, contradicting as-built drawings, the age of existing infrastructure, and the absorption of many differing water irrigation purveyors in the Bloomington area, the contractor was unable to locate the connection point in Cedar Avenue and Orange Street, and was forced to pothole blindly until our facilities were located. The tie-in points were eventually discovered and the Project was forced to redesign the pipeline alignment based on the new connection point location, and limited utility space in Cedar Avenue. As the contractor excavated and potholed simultaneously to install the new waterline, the Project encountered multiple utility conflicts in the new alignment of the pipeline. Shown in Exhibit B, are photos of the numerous utility conflicts, such as unidentified 8-inch steel waterline, unidentified 2-inch conduit, AT&T conduit, Verizon level 3 fiber optic concrete encasement, and an unidentified 8-inch pressurized waterline, which all required a redesign to the alignment and the construction of a utility siphon to avoid damage to the infrastructure.

Due to these unforeseen utility conflicts and subsequent realignment of the pipeline, additional costs for redesign, construction and materials occurred. Staff has reviewed the Developer's request for reimbursement and is in agreement with the \$95,541.39 total calculated for the invoiced work.

FISCAL IMPACT:

Increase Cedar and Orange Business Center Project budget (Zone 3 – Waterline Oversizing - Cedar Place - W19007) from \$84,000 to \$95,541.39 by transferring \$11,541.39 from the CIP Contingency budget to the project.

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations and Planning Committee approve the transfer of \$11,541.39 from the CIP Contingency budget to the Cedar and Orange Business Center Project (Zone 3 - Waterline Oversizing - Cedar Place - W19007) to fund the project, reimburse the Developer for the invoiced work of \$95,541.39 per the reimbursement agreement and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,



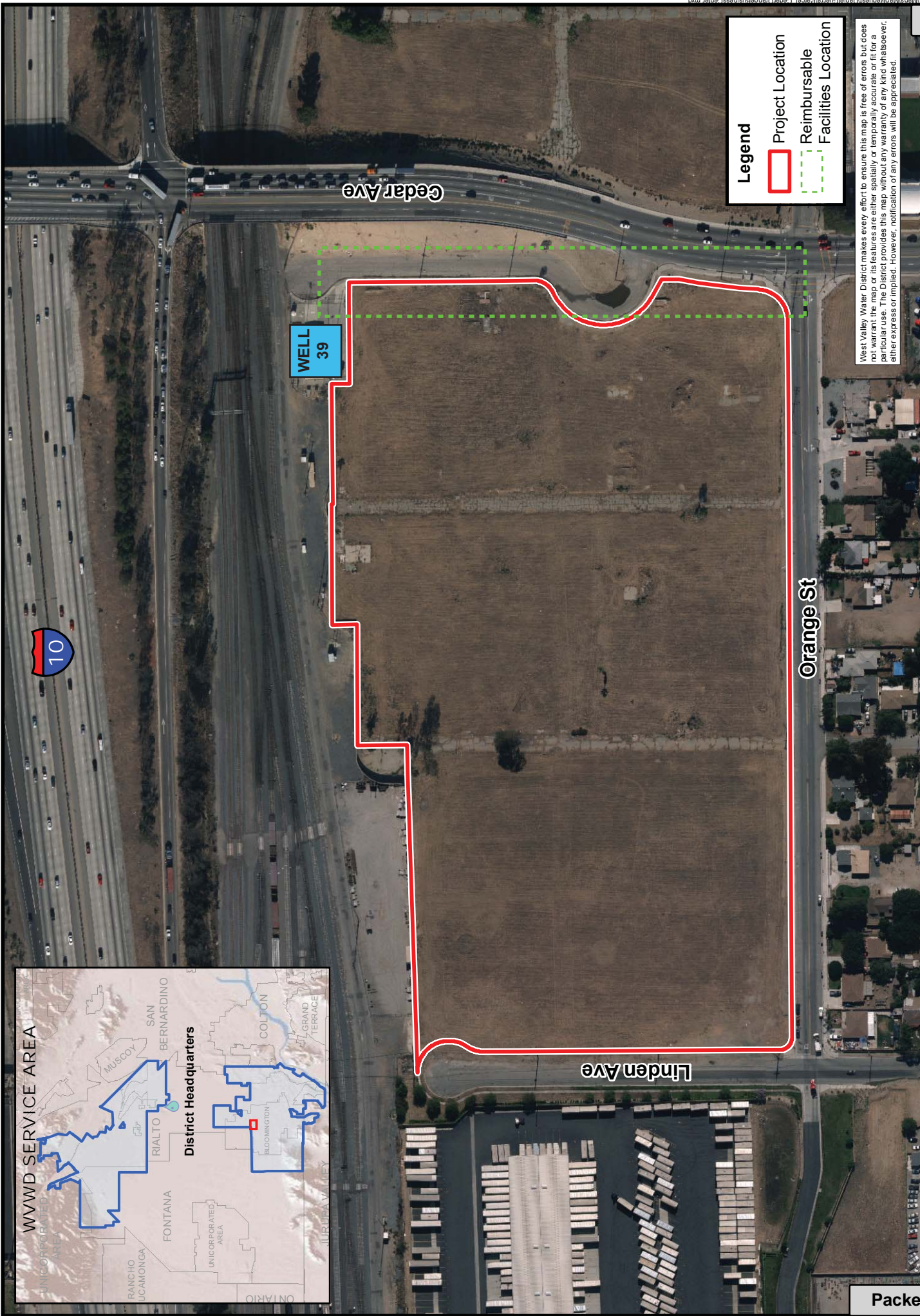
Clarence Mansell Jr, General Manager

DG:mm

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Photos of Utility Conflicts

EXHIBIT A



Legend

- Project Location
- Reimbursable Location

West Valley Water District makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. The District provides this map without any warranty of any kind whatsoever, either express or implied. However, notification of any errors will be appreciated.

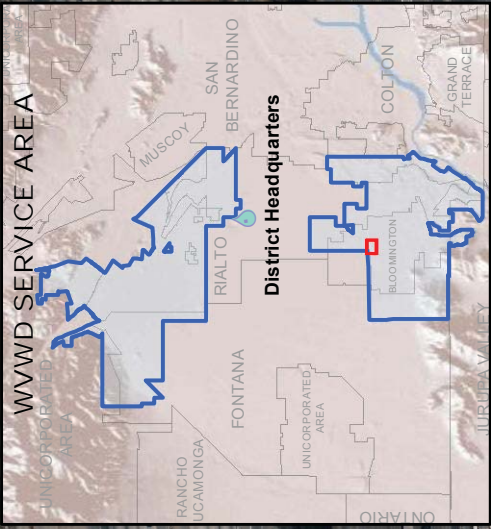


Exhibit A

Cedar and Orange Business Center

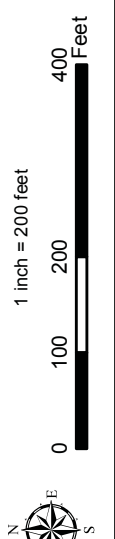


EXHIBIT B

UNIDENTIFIED 8" STEEL WATERLINE



Unmarked 8" Steel Waterline located in front of Well 39. Pipe contained water but was not pressurized. This may be tied into the WVWD system.

UNIDENTIFIED 8" PRESSURIZED WATERLINE



Unmarked steel pipe with attached Air-Vac located at tie-in point in front of Well 39. Pipe appeared to be pressurized and possibly connected into the WWD system.

AT&T CONDUIT



Communications Duct
Bank located north of
tie-in point on Cedar
Ave.

3.b.6.b

VERIZON LEVEL 3 FIBER OPTIC



Unmarked Concrete encasement housing level 3 fiber optics from Verizon located north of tie-in point on Cedar Ave.

UNIDENTIFIED 2" CONDUIT



Unidentified and Unmarked 2"
Conduit crossing tie-in point at the
intersection of Cedar Ave and
Orange St.