



WEST VALLEY WATER DISTRICT
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**ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING
AGENDA**

TUESDAY, SEPTEMBER 26, 2023 - 6:30 PM

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

BOARD OF DIRECTORS

**President Gregory Young, Chair
Director Angela Garcia**

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org.

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

I. CALL TO ORDER

II. PUBLIC PARTICIPATION

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

III. DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee
2. Approve Professional Services Agreement with Clinical Laboratory of San Bernardino, Inc. for Analytical Laboratory Services.
3. Consider a Quitclaim for an Overlying Easement on APN 0257-071-04.

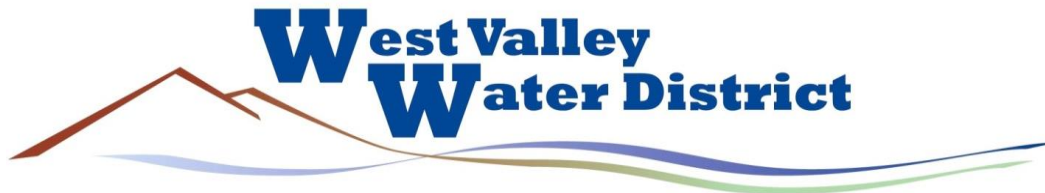
IV. ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on September 18, 2023.

Elvia Dominguez

Elvia Dominguez, Board Secretary



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

DATE: September 26, 2023
TO: Engineering, Operations and Planning Committee
FROM: Joanne Chan, Director of Operations
SUBJECT: Approve Professional Services Agreement with Clinical Laboratory of San Bernardino, Inc. for Analytical Laboratory Services.

BACKGROUND:

The West Valley Water District (District) requires an analytical laboratory services firm to provide analytical laboratory services, including the analysis of samples of water, wastewater and other media for physical properties, chemical properties, environmental contaminants, and other properties as needed. The current 3-year agreement with Clinical Laboratory of San Bernardino, Inc. for analytical laboratory services expires on November 5, 2023. District staff has identified a need to execute a new agreement that starts in November 2023.

The analytical services that are requested are both for mandated, permit-driven analyses of samples as well as for less predictable project-based sample analyses required on an as-needed basis. The permit-driven analyses requested by the District are dictated by the State Water Resources Control Board's Division of Drinking Water permit requirements, City of Rialto Industrial Wastewater Discharge permit requirements, and National Pollution Discharge Elimination System permit requirements.

DISCUSSION:

On August 15, 2023, a Request for proposals (RFP) was issued and publicly advertised on PlanetBids. Five (5) firms – Clinical Laboratory of San Bernardino, Inc. (CLS), ALS (ALS), Eurofins Eaton Analytical, LLC. (EEA), Enthalpy Analytical (EA) and BSK Associates (BSK) – submitted proposals to provide analytical laboratory services. BSK did not include the required fee schedule; therefore, the bid is deemed unresponsive. Attached as **Exhibit A** is the RFP for Analytical Services Related to Public Water Supply.

The written proposals were reviewed by a committee comprised of District Staff and were evaluated and scored in categories. Each proposal was scored under the following criteria categories:

- Qualifications and experience of the project manager and other key individuals.
- Capability to perform required drinking water analyses, meet detection limits, immediate notification of exceedances, laboratory certifications, and deliver reports and electronic data deliverables.
- Quality of proposal response package.
- Rationale of each firm's fee schedule.

The written proposals were similar in qualifications and technical expertise. Several proposal highlights are summarized as follows:

Lab Services	CLS	ALS	EEA	EA
Estimated lab services cost per year	\$202,576.00	\$244,459.00	\$269,030.00	\$297,931.00
Distance to District Headquarters	10 Miles	54 Miles	32 Miles	51 Miles

Based on technical qualifications, overall evaluation, and results, District staff recommends that CLS provides the best value for the District's needs for analytical lab services. Attached as **Exhibit B** is the Evaluation Matrix.

FISCAL IMPACT:

This item is included in the Fiscal Year 2020/21 Operating Budget titled "Professional Services/Lab Tests" with a budget of \$207,500.00.

STAFF RECOMMENDATION:

Staff recommends that the Committee forward this item to the Board of Directors to approve a three-year Professional Services Agreement with two (2) one-year extension options to Clinical Laboratory of San Bernardino, Inc. for analytical laboratory services.

Respectfully Submitted,

Joanne Chan

Joanne Chan, Director of Operations

JC

ATTACHMENT(S):

1. Exhibit A - RFP
2. Exhibit B - Evaluation Matrix

EXHIBIT A



West Valley Water District

Request for Proposals to Furnish Analytical Services Related to Public Water Supply



**Proposals due on
September 5, 2023 at
5:00pm**

I. INTRODUCTION

This Request for Proposals (“RFP”) describes the requested Services, the selection process, and the minimum information that must be included in proposals. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification. The District reserves the right to: (1) reject any and all proposals; (2) waive minor proposal deviations, irregularities or omissions at its sole discretion; or (3) disqualify any proposal that contains false or misleading information.

The West Valley Water District (“District”) is seeking the services of a laboratory that will provide water quality analyses, within a quick turn-around time while providing excellent customer service.

Proposals submitted will be evaluated by individuals from the District and/or outside agencies.

During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information or clarifications from applicants, or to allow corrections of errors or omissions. At the discretion of the District, Laboratories submitting proposals may be requested to be interviewed as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Laboratory of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the District and the Laboratory selected. The District has a standard two-party Professional Service Agreement (Sample Agreement), to which adherence is assumed.

II. GENERAL INFORMATION

In terms of water supply, the District utilizes three primary sources for drinking water supply: local surface water from flows on the east side of the San Gabriel Mountains, including North Fork Lytle Creek, Middle Fork Lytle Creek, and South Fork Lytle Creek; groundwater; and imported water from the State Project Water (SPW). Groundwater is extracted from groundwater production wells from four regional groundwater basins: Lytle Creek, Rialto-Colton, Bunker Hill, and North Riverside Basins. All four basins have been adjudicated and are managed. The District service area is divided into eight pressure zones; it currently has 25 existing reservoirs with a total storage capacity of over 72 million gallons and District also operates a 14.4 million gallons per day (MGD) water filtration facility.

The District receives State Project Water distributions from Valley District through the Lytle Turnout off the San Gabriel Feeder Pipeline. Newly constructed metering and transmission facilities will enable the District to purchase and treat up to 20 MGD

(approximately 23,000 AFY) at final treatment plant expansion. SPW treated at the District's Oliver P. Roemer Water Filtration Facility (WFF) is used for potable supply and for groundwater recharge in the Lytle Creek Basin. Ultimately this plant will have a capacity of 20.4 MGD.

The District also manages two groundwater wells as part of the Baseline Feeder for San Bernardino Valley Municipal Water District (SBVMWD).

III. DISTRICT BACKGROUND

West Valley Water District (District) is a Special District governed by a five-member Board of Directors providing retail water to more than 98,000 customers. The District serves drinking water to more than 98,000 customers in portions of Rialto, Colton, Fontana, Bloomington, and a portion of an unincorporated area of San Bernardino County, and a portion of the City of Jurupa Valley in Riverside County. Our mission is to continue providing reliable, safe drinking water for our customers now and into the future, at reasonable rates.

Our history began on February 28, 1962, when our forbearer, West San Bernardino County Water District, became the owner and operator of three local mutual water companies. By the end of the 1980's, the District water facilities included 180 miles of pipeline, 12 reservoirs and 15 water wells. It was during this time that the District built its office and maintenance yard on Baseline Road in Rialto, where we are still located today.

In 1992, the District was a partner in building five miles of new pipeline to bring much needed water from the Bunker Hill Basin in San Bernardino to our area. Continuing the trend of working with our neighbors, in 1993 the District partnered with the City of Rialto to build a treatment facility for the water flowing from Lytle Creek. The Oliver P. Roemer Water Filtration Facility has been expanded twice and also accepts and treats State Project Water, which increases the amount of water available for our customers.

In 2003, the District changed its name to West Valley Water District. We now have eight treatment plants, over 360 miles of pipeline, 25 reservoirs, 23 wells, over 23,000 service connections, and serve drinking water to over 98,000 residents in four cities and two counties.

Our most ambitious project currently is a state-of-the-art bioremediation treatment plant that uses green technology to remove perchlorate from the water at a fraction of the cost of other methods. Bioremediation is the process of cleaning water biologically, allowing natural processes to remove potentially harmful contaminants in the water. This groundbreaking method of water treatment does not use harmful chemicals, costs less, and has proven safe. The treatment project represents the first full-scale permitted drinking water system to use this specific technology.

IV. PRE-SUBMITTAL ACTIVITIES

Communications between a Bidder and a member of the District Board of Directors or between a Bidder and a Non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for the selection of a proponent of award of the contract. All communications relating to the RFP shall be facilitated solely through PlanetBids. Failure of a Bidder or any of its representatives to comply with this paragraph may result in rejection of any proposal submitted.

V. PROPOSAL REQUIREMENTS

Proposers shall upload their proposals on PlanetBids no later than 5:00 PM, Pacific Standard Time, on Tuesday, September 5, 2023.

These guidelines govern the format and the content of the proposal, and the approach to be used in its development and presentation. The proposal should be concise, well-organized and demonstrate the Consultant's and the individual team member's qualifications related to the requested Scope of Services. Each proposal shall include sections addressing the following information in the listed order. The Proposer shall be sure to include all information that it feels will enable the District to make a final decision. Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but deemed as helpful, shall be attached to the end of the proposal. While additional data may be presented, the following subjects (Items 1 through 5) must be included. They represent the criteria against which the proposal will be evaluated:

1. **Executive Summary** – Provide a brief overview of the entire proposal describing the highlights of the proposal. In addition to the proposal overview, please provide the following basic description information required the proposer:
 - A. Legal name and address of proposer:
 - B. Legal form of proposer (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member;
 - C. If company is a wholly owned subsidiary of a “parent company”;
 - D. Address(es) of office(s) involved in providing the services; and
 - E. Name, title, address and telephone number of the person to contact concerning the proposal and the proposed lead staff person for providing the Services.

2. **Proposing Laboratory's Profile** - This section shall include contact person information, address and telephone number of the Laboratory's main office and branch offices. Each Laboratory shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). A brief history, including the current permanent staff size as well as local organization; and a discussion of the Laboratory's financial stability, capacity, instrumentation, and subcontract laboratories. In addition, include a copy of current ELAP Certification and Fields of Testing, including the certifications and Fields of Testing for subcontract laboratories, two most recent ELAP audit evaluations and PE studies with corrective action reports/response letters, current quality assurance manual.

Additionally, this section shall include a listing of any claim, lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer either as a contractor or subcontractor or by its subcontractors where litigation is still pending or has occurred within the last five (5) years, or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years. Supplemental information that the Laboratory believes may be pertinent to the selection process may be provided.

3. **Experience and References** – This section shall include a brief description of the Proposer's qualifications and previous experience during the last five (5) years supplying like services to similar public agencies. Include all areas of expertise, scope of services provided, and relevant experience, including description of each project, role of professional for that project and date completed.

Proposer shall provide a minimum of five (5) references, within the past five (5) years of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided for each of the five (5) references. Give a brief statement of the Laboratory's adherence to the schedule and budget for each project. The Proposal must demonstrate that the Company, or its key personnel, has at least five (5) years of experience, within the past five (5) years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

4. **Proposal** – The purpose of the Proposal is to demonstrate the qualifications, fee schedule, rush turnaround time pricing, sample pick-up/bottle delivery availability and pricing, competence and capacity of the Laboratory seeking to provide the scope of services. List hours and days of operation for weekdays, weekends and holidays. Include the distance, in miles, from 855 W. Baseline Rd, Rialto, CA 92377, where bacteriological and chemical analyses will be conducted.

This shall briefly describe the proposed approach for addressing the required services, providing the required product and the Laboratory's ability to meet the District's schedule, outlining the approach that would be undertaken in providing the requested services.

The Proposal should address all the points outlined in the Request for Proposal including the Cost. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the applicant's capabilities to satisfy the requirements of the Request for Proposals.

The Proposal shall discuss how the Proposer will staff the project. Key personnel will be an important factor considered by the review committee. Key personnel will also be named in the final agreement and any changes at that time may be cause for rejection of proposal. Please include resumes for the core management team and project manager assigned to West Valley Water District which includes names, contact numbers and description of experience, including licenses, degrees and/or certifications. Any subcontractors to be used in the performance of the study should be identified and the scope of services to be provided.

The Proposal should contain all pricing information relative to performing the project as described in this Request for Proposal in the Scope of Work to be performed. The District is looking to secure a three-year fixed price contract with two (2) one-year extensions.

The District will not be responsible for expenses incurred in preparing and submitting the Proposal. Such costs should not be included in either of the proposals submitted.

The Proposal should also include the following information:

- Certification that the person signing the Proposal is entitled to represent the Laboratory, empowered to submit the proposal, and authorized to sign a contract with the District.

5. **Evidence of Insurance** - Proposers shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Attachment A).

Scope of Work

1. Analyze samples using approved EPA or Standard Methods as applicable.
2. Prepare sample kits upon request.
3. Meet all hold times and turnaround times for each project/analysis.
4. Produce final reports, electronic data transfer (EDT) confirmations and WaterTrax electronic data deliverables (EDD) in a timely manner.
5. Ability to communicate issues (i.e., positive Coliform results) by phone in a timely manner.

A. Acknowledgement of Agreement and Statement of Exceptions

The proposer shall certify that it takes no exception(s) to this RFP, including, but

not limited to, the Agency’s Standard Professional Services Agreement, included as Attachment A. If the proposer does take exception(s) to any portion of the RFP and/or Standard Professional Services Agreement, the specific exception(s) shall be identified and explained. The District is not required to negotiate with proposer or to accept, any items to which any proposer takes exception.

B. Addenda to this Request for Proposals

The proposer shall confirm in its proposal the receipt of all addenda issued to this RFP. Copies of the actual addenda do not need to be included in proposals.

VI. SELECTION SCHEDULE

The District anticipates the process for selecting a proposer and awarding the agreement will be according to the following schedule (dates not firm):

Advertise and Issue RFP:	August 15, 2023
Questions due by:	August 30, 2023
Proposal Due Date:	No later than 5:00 PM Pacific Standard Time on September 5, 2023
Evaluation of Proposals:	September 6 & 7, 2023
Engineering Committee:	September 19, 2023
Agreement Awarded:	October 5, 2023

VII. SELECTION PROCESS

As a result of this RFP process, a qualified laboratory will be selected to contract with the District. District may enter into negotiations with the laboratory that will cover scope of work, schedule, terms and conditions, technical specifications, and costs. If the District is unable to reach an acceptable agreement with a specific laboratory, District Staff may enter into negotiations with another laboratory.

A minimum of three District staff members will serve on the review committee. The committee will provide an objective evaluation of the proposals. A proposal will be selected that would be in the District’s best interests and may be based on some or all of the following criteria:

- ◆ Readiness to conduct analyses

- ◆ District benefits (bottle delivery/sample transport, report options, etc.)
- ◆ Ability of laboratory to deliver analytical results electronically and on digital media
- ◆ Diversity of laboratory capabilities
- ◆ Quality Assurance Program
- ◆ Quality Control Program
- ◆ Ability of laboratory to integrate District chain of custody tracking with laboratory's chain of custody
- ◆ Performance evaluations
- ◆ Reliability and responsiveness
- ◆ Price of Services
- ◆ National Environmental Laboratory Accreditation Certification (NELAC), preferred not required.
- ◆ State Water Resources Control Board Division of Drinking Water Environmental Laboratory Accreditation Program Certification (ELAP).

No one factor will be determinative.

VIII. SPECIAL CONDITIONS

1. Reservations: This RFP does not commit the District to award an agreement, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for services.
2. Public Records: All proposals submitted in response to this RFP become the property of the District and public record, and as such may be subject to public review.
3. Right to Cancel: The District reserves the right to revise or cancel, for any or no reason, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFP, all proposers of record will be notified in writing by the Agency.
4. Additional Information: The District reserves the right to request additional information and/or clarification from any or all proposers to this RFP.
5. Public Information: Proposers who wish to release information to the public regarding selection, agreement award, or data provided by the District must receive prior written approval from the District before disclosing such information to the public.
6. Agreement for Professional Services: The selected proposer will be required to sign the attached Standard Professional Services Agreement and to provide the insurance certificates and all other required documentation within seven (7) calendar days of notification of selection.
7. Insurance Requirements: The District requires consultants doing business with it to obtain insurance as shown in the Standard Professional Services Agreement. The

required insurance certificates must comply with all requirements of the standards as shown in the agreement and must be provided (original copy) within seven (7) days of notice of selection and prior to the commencement of any Services.

8. Disclosure Provision/ Conflict of Interest: The District complies with all California statutes and regulations related to conflicts of interest. Under the applicable conflict of interest requirements, the selected proposer may be required to complete and file Form 700 with the District before starting.

IX. ATTACHMENTS

Attachment A: Standard Professional Services Agreement

Attachment B: Monitoring Schedule

Attachment C: Fee Schedule

ATTACHMENT A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With



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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this _____ day of _____, 2023 (“Effective Date”) is by and between West Valley Water District (“District”) and _____ (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

(c) If a Task Order (as defined herein) is in effect at the expiration of the term of this Agreement, the term of this Agreement will automatically extend until Consultant completes the services under said Task Order, or until the Agreement is otherwise terminated, as set forth herein.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the District’s General Manager or Assistant General Manager, or their designee, (“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: (1) the scope of services to be performed by Consultant; (2) the compensation to be paid to Consultant; and (3) 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"). Consultant shall not substitute or remove Key Personnel without the prior written consent of District.
- 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 services, as more particularly described in this Agreement and each Task Order in accordance with generally accepted professional practices and current standards of care and diligence normally practiced by members of the profession currently practicing under conditions of a similar nature. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

- 2.5** Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force

Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay. Notwithstanding the foregoing, District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

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** In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of the Task Orders. Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Consultant shall furnish District monthly with an original invoice for all services performed and expenses incurred under a Task Order 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 and the Task Order. 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 and California Labor Code.

- 10.1** 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.
- 10.2** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- 10.3** If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- 10.4** This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance

requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena,

notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

13.1 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 sole negligence or intentional acts of District or its Representatives (as solely defined below).

13.2 To the fullest extent permitted by law, 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 services 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 services provided 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 ; (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 sole 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 Claim and charge all of the direct or incidental costs 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.

13.3 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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 said 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 giving ten (10) calendar days 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, including, but not limited to, Project Documents must be returned to District immediately. 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. If said termination occurs prior to completion of any Task Order for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such Task Order completed but not paid prior to said 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. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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
 (Fax) 909-875-1849

To Consultant: (Add Vendor Name)
 Attention: _____
 Address: _____
 Phone Number: _____
 Email: _____

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

Email: apinvoices@wvwd.org

or

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

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement and all attachments contain the entire, complete, final and exclusive agreement and understanding of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.
- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE WEST VALLEY WATER DISTRICT
AND [***INSERT NAME***]**

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 _____
Gregory Young, President

By _____
John Thiel, General Manager

By _____
Elvia Dominguez, Board Secretary

CONSULTANT:

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

SAMPLE

TASK ORDER NO. _1__

This Task Order ("Task Order") is executed this _____ day of _____, 2023 by and between West Valley Water District, a public agency of the State of California ("District") and _____ ("Consultant").

RECITALS

- A. On or about _____, 2023 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**

John Thiel, General Manager

Board Secretary

CONSULTANT:

Vendor Name Here _____

By _____

Name _____

Its _____



EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

SAMPLE

EXHIBIT "2"
TO
TASK ORDER NO. 1
COMPENSATION

SAMPLE

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

SAMPLE

EXHIBIT B
KEY PERSONNEL

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:

[INSERT]

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.

ATTACHMENT B

PS Code	WaterTrax ID	Sample Location	Monthly				Triennial			UCMR 5 PFOA & PFOS (EPA 533 & 537.1) Lithium (EPA 200.7)	
			Weekly P/A	Coliform (9223)	General Physical	Nitrate	TDS	SOC's / 2,3,7,8-TCDD	Secondary / Inorganic		VOC's
-	2BD98	BLF East	X		X						
3610004-812-812	16F5D	BLF West	X		X						
3610019-004-004	2BEBD	9th Street Well North		X	X		X	X - Due July 2026	X - Due May 2024	X - Due July 2026	
3610019-005-005	2BEBF	9th Street Well South		X	X		X	X - Due July 2023	X - Due March 2024	X - Due March 2024	

PS Code	WaterTrax ID	Analysis	Weekly	Monthly	Quarterly
See WaterTrax for individual ID's		Coliform P/A (23 minimum per week)	46 x		
		General Physical (40 minimum)		46 x	
		Corrosivity (9 minimum)		10 x	
		Perchlorate (18 minimum monthly; 22 minimum quarterly)		19 x	46 x
		THM/HAA (8 minimum)			X
		213 E. Walnut Ave.			X
		3750 Lytle Creek Rd.			X
		15182 Crane			X
		White Ash Rd.			X
		Reservoir 6-3 Discharge Line			X
		18433 Bohmert			X
		Via Montana & Via Bonita			X
		Hall & Kinningham			X
		Lead & Copper Rule			30 - Reported to DDW 9/30/2021 next due 2024- check new rule
	Asbestos			1 every 9 years starting 2021, sample station #8 North - Due 4/2030 x	

PS Code	WaterTrax ID	Site/Location	Monthly Analyses														
			Coliform P/A	General Physical	Perchlorate	Arsenic	MTBE	Silver	PCE	TCE (Included with 524-VOCs)	Nitrate	General Mineral	Corrosivity (Aggressive Index)	Benzene	Iron & Manganese		
3610004-047-047	16EE7	Well 1A	X	X		X	X										
3610004-002-002	16EE8	Well 2 - OFFLINE	X	X		X	X										
3610004-043-043	16FEA	Well 4A	X	X		X	X										
3610004-033-033	16F6C	Well 5A	X	X		X	X										
3610038-010-010	2E607	Rialto Well 6 - FBR Permit	X	X	X	X	X					X	X	X	X		
3610004-005-005	16F8E	Well 7	X	X		X	X									X	
3610004-042-042	16F70	Well 8A	X	X		X	X									X	
3610004-008-008	16F76	Well 11 - FBR Permit	X	X	X	X	X					X	X	X	X		
3610004-010-010	16F78	Well 15	X	X													
3610004-034-034	16F7E	Well 18A	X	X		X	X						X				
-	16FA3	Well 22 (Monitoring Well)										X	X				
3610004-037-037	16F84	Well 23A (Standby Well) -	Offline	Offline													
3610004-018-018	16F86	Well 24	X	X													
3610004-024-024	16F8A	Well 30	X	X													
3610004-030-030	16F8E	Well 33 - FBR Permit - Off	X	X									X	X	X	X	
3610004-031-031	16F9C	Well 41	X	X				X								X	
3610004-032-032	16F9E	Well 42	X	X													
3610004-045-045	16FA1	Well 54	X	X													X

PS Code	WaterTrax ID	Site/Location	Quarterly Analyses													
			January, April, July, October													
			Arsenic	Nitrate (Included)	PCE (Included)	TCE (Included)	MTBE	Benzene	Iron & Manganese	VOCs	Perchlorate	1,2,3-TCP	Hexavalent	PFOS & PFOA		
3610004-047-047	16EE7	Well 1A		X									X			
3610004-002-002	16EE8	Well 2 - OFFLINE		X							X		X			
3610004-043-043	16F6A	Well 4A		X									X			
3610004-033-033	16F6C	Well 5A		X									X			
3610038-010-010	2E607	Rialto Well 6 - FBR Permit			X		X								X	X
3610004-005-005	16F6E	Well 7		X									X			
3610004-042-042	16F70	Well 8A		X									X			
3610004-008-008	16F76	Well 11 - FBR Permit			X		X								X	X
3610004-010-010	16F78	Well 15	X	X									X			
3610004-034-034	16F7E	Well 18A			X		X		X					X		X
	16FA3	Well 22 (Monitoring Well)		X												
3610004-037-037	16F84	Well 23A (Standby Well) - Offline		Offline									Offline			
3610004-018-018	16F86	Well 24		X									X			
3610004-024-024	16F8A	Well 30	X	X									X			
3610004-030-030	16F8E	Well 33 - FBR Permit - Offline												X		
3610004-031-031	16F9C	Well 41		X	X								X			
3610004-032-032	16F9E	Well 42		X	X								X			X
3610004-045-045	16FA1	Well 54	X	X									X			

PS Code	WaterTrax ID	Site/Location	Annual Generally due in July				Triennial							UCMR 5 SE-SE4	
			NO3-N	Complete Radio	VOCs	MTBE	TCE	Check monitoring schedule for full title 22 delinquencies annually.	SOCs DBCP, EDB	VOCs	1,2,3-TCP	Inorganic	Radiologicals		Secondary / GP / Inorganic
3610004-047-047	16EE7	Well 1A										X - Due March 2027		Done 2023	
3610004-002-002	16EE8	Well 2 - OFFLINE										X - Due March 2027			
3610004-043-043	16F6A	Well 4A										X - Due March 2027			
3610004-032-032	16F6C	Well 5A										X - Due March 2027			
3610038-010-010	2E607	Rialto Well 6 - FBR Permit		X								X - Due July 2024			
3610004-005-005	16F6E	Well 7										X - Due January 2024	X - Due January 2027	X - Due January 2024	
3610004-042-042	16F70	Well 8A												Done 2023	
3610004-008-008	16F76	Well 11 - FBR Permit		X								X - Due July 2024			
3610004-010-010	16F78	Well 15													
3610004-034-034	16F7E	Well 18A													
		Well 22 (Monitoring Well)			X										
3610004-037-037	16F84	Well 23A (Standby Well) - Offline													
3610004-018-018	16F86	Well 24												Done 2023	
3610004-024-024	16F8A	Well 30												Done 2023	
3610004-030-030	16F8E	Well 33 - FBR Permit - Offline		X											
3610004-031-031	16F9C	Well 41												Done 2023	
3610004-032-032	16F9E	Well 42												Done 2023	
3610004-045-045	16FA1	Well 54												Done 2023	

		Annual & Triennial Influent							UCMR 5			
PS Code	WaterTrax ID	Sample Location	Quarterly	1,2,3-TCP	Secondary / Inorganic (Every 12 months)	General Physical (Every 12 months)	Asbestos (Every 108 months)	Radionuclides (Every 36 months)	VOC (Every 12 months for SWP, 12 months for Lytle Creek)	2,3,7,8-TCDD	SOC (Every 36 months)	PFOA & PFOS (EPA 533 & 537.1) Lithium (EPA 200.7)
3610004-052-052	16EED	Lytle Creek Raw (Weekly Influent Lytle Creek/Roemer SPW as Monthly)	Nitrate X	Due August 2024 - X	Due July 2024 - X	Due July 2024 - X	Due July 2031 - X	Due July 2025 - X	Due July 2024 - X	Due August 2026 - X	Due August 2024 - X	
3610004-051-051	16EEC	State Project Water Raw (Weekly Influent Lytle Creek/Roemer SPW as Monthly)	X	Due August 2024 - X	Due July 2024 - X	Due July 2024 - X	Due July 2031 - X	Due July 2025 - X	Due July 2024 - X	Due August 2026 - X	Due August 2024 - X	
-	16EF1	Pretreatment Influent (Weekly Inf/Eff TOC/Total Alk)										
-	16EFA	Pretreatment Effluent (Weekly Inf/Eff TOC/Total Alk)										
-	26C12	Combined Filter Effluent (Filter Building)										
3610004-036-036	16EEE	Plant Effluent (Filter Building - Weekly, Roemer - Monthly)										
-	16EF3	Zone 5 Reservoir										
-	16EEF	GAC System Influent										
-	16EFO	GAC System Effluent										
-	-	GAC All Vessels (5 Vessels with A & B Trains)										
3610004-036-036	17046	Reservoir 5-3 Roemer Effluent										X - Due October 2023

Oliver P. Roemer Water Filtration Facility

PS Code	WaterTrax ID	Sample Location	Weekly			Monthly		
			Arsenic	Iron	Manganese	Arsenic	Iron	Manganese
3610004-048-048	1A366	Treated Effluent (18 Decant/Recycle Pump On (18E0078-02)	X	X	X	X		X
3610004-048-048	44960					X	X	

RUSH SAMPLES UPON START-UP

WaterTrax ID	Sample Location	Day 1, initial Sample Collected after pump to waste for at least 15 minutes.) Coliform P/A	Day 1, Duplicate Sample (Collected after at least 30 minutes from initial sample.) Coliform P/A 30 Minutes after first sample	Day 2 (if positive bacteriological sample during pump to waste and resample duplicate bacteriological samples as specified in Day 0. If negative, sample as specified below while still flushing to waste.)			Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14
				Coliform P/A	Arsenic	Iron & Manganese												
1A125	Influent	X																
1A11E	Vessel 1	X																
1A11F	Vessel 2	X																
1A120	Vessel 3	X																
1A122	Vessel 4	X																
1A123	Vessel 5	X																
1A124	Vessel 6	X																
1A36E	Treated Effluent	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
44960	Treated Effluent- Decant/Recycle Pump On			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

IX WELLS 3-DAY TAT

	PS Code	WaterTrax ID	Sample Location	Weekly		Monthly
				Nitrate	Perchlorate	
Well 18A IX	3610004-034-034	16F7E	Well 18A Raw	X	X	
	-	17047	Well 18A Vessel 1A	X	X	
	-	17048	Well 18A Vessel 1B	X	X	
	-	17049	Well 18A Vessel 2A	X	X	
	-	1704A	Well 18A Vessel 2B	X	X	
	3610004-039-039	16F7D	Well 18A Effluent	X	X	X
	3610004-061-061	4435E	Well 18A Blending	X	X	X

	PS Code	WaterTrax ID	Sample Location	Weekly		Monthly
				Perchlorate	Nitrate	
Well 41 IX	#REF!	#REF!	Well 41 Raw	X	X	
	-	3FD12	Well 41 Vessel A (Lead)	X	X	
	-	3FD13	Well 41 Vessel B (Lag)	X	X	
	3610004-058-058	16F9B	Well 41 IX Effluent	X	X	X

	PS Code	WaterTrax ID	Sample Location	Weekly		Monthly
				Nitrate	Perchlorate	
Well 42 IX	3610004-032-032	16F9E	Well 42 Raw	X	X	
	-	1704B	Well 42 Vessel 1A	X	X	
	-	1704C	Well 42 Vessel 1B	X	X	
	-	1704D	Well 42 Vessel 2A	X	X	
	-	1704F	Well 42 Vessel 2B	X	X	
	3610004-040-040	16F9D	Well 42 Effluent	X	X	X

Blending samples 3-Day TAT

Blending & Arsenic & MTBE	PS Code	WaterTrax ID	Sample Location	Weekly	
				Arsenic	MTBE
	3610004-047-047	16EE7	Well 1A	X	X
	3610004-048-048	1A3E6	Treated Effluent (18E1104-01)	X	X
	3610004-043-043	16F6A	Well 4A	X	X
	3610004-033-033	16F6C	Well 5A	X	X
	3610004-062-062	34AB3	Reservoir 4-3	X	X

Blending Nitrate	PS Code	WaterTrax ID	Sample Location	Weekly
				Nitrate
	3610004-034-034	16F7E	Well 18A Raw	X
	3610004-032-032	16F9E	Well 42 Raw	X
	3610019-004-004	2BEBD	9th Street Well North	X
	3610019-005-005	2BEBF	9th Street Well South	X
	3610004-061-061	4435E	Well 18A Blending	X

ATTACHMENT C

Analytical Fee Schedule

Current
West Valley Water District
Joanne Chan

Bid Date:
Bid Expires:
Prices Expire:

Matrix	Parameters	Method	TAT (days)	Unit Price
Water	Corrosivity w/field pH Panel	varies		
Water	Corrosivity w/Field pH, GM Panel	varies		
Water	Corrosivity w/o Field pH Panel	varies		
Water	Corrosivity w/o Field pH Panel w/GM	varies		
Water	General Mineral	varies		
Water	General Physical	varies		
Water	Inorganic Chemical Panel	varies		
Water	Total Hardness Calculated	varies		
Water	UV Analysis Panel	varies		
Water	DO - Dissolved Oxygen-Field*	Field		
Water	Field Chlorine Residual - Free*	Field		
Water	Field Electrical Conductivity*	Field		
Water	Field pH*	Field		
Water	Field Temperature (°C)*	Field		
Water	Field Temperature (°F)*	Field		
Water	Field Turbidity*	Field		
Water	10 Tube Multiple Tube Fermentation	SM 9221		
Water	15 Tube MPN (Total/Fecal Coliform)	SM 9221		
Water	9223 Coliform Quantitray	SM 9223		
Water	9223 LT2 Quantitray	SM 9223		
Water	Heterotrophic Plate Count	SM9215B		
Water	Presence/Absence	SM 9223		
Water	Total Coliform/Ecoli (Enumeration)	SM 9223		
Water	Cryptosporidium by LT2	EPA 1622		
Water	Color	SM 2120BM		
Water	Odor	EPA 140.1-M		
Water	True Color (filtered)	SM 2120BM		
Water	Turbidity	EPA 180.1		
Water	UV254 - Abs	SM 5910B		

Water	Ammonia Digestion by Lachat	EPA 350.1		
Water	Bicarbonate	SM 2320 B		
Water	Biochemical Oxygen Demand	SM 5210B		
Water	Bromate	EPA 300.1		
Water	Bromide	EPA 300.1		
Water	Biochemical Oxygen Demand-Carbonaceous	SM 5210B		
Water	Carbonate	SM 2320B		
Water	Chemical Oxygen Demand	HACH 8000		
Water	Chlorate	EPA 300.1		
Water	Chloride	EPA 300.0		
Water	Chlorite	EPA 300.1		
Water	Cyanide	SM 4500CN-F		
Water	Dissolved Organic Carbon	SM 5310BM		
Water	Dissolved Oxygen	SM 4500-OG		
Water	Electrical Conductivity	SM 2510B		
Water	Fluoride	EPA 300.0		
Water	Hydroxide	SM 2320B		
Water	Kjeldahl Nitrogen	EPA 351.2		
Water	MBAS	SM 5540C		
Water	Nitrate	EPA 300.0		
Water	Nitrate	EPA 353.2		
Water	Nitrate	EPA 300.0		
Water	Nitrate	EPA 353.2		
Water	Nitrate/Nitrite	EPA 300.0		
Water	Nitrite as N	EPA 300.0		
Water	Nitrite as N	EPA 353.2		
Water	Nitrogen, Inorganic	Calc		
Water	Nitrogen, Total	Calc		
Water	Oil & Grease	EPA 1664A		
Water	Ortho-Phosphate-P (PO4-P) E365.2/H8048	EPA 365.1		
Water	Perchlorate	EPA 314.0		
Water	Perchlorate	EPA 314.0	4-hr	
Water	Perchlorate	EPA 314.0	24-hr	
Water	pH	SM 4500HB		
Water	Phosphorus - Ortho	HACH 8048		
Water	Phosphorus - Total	HACH 8190		
Water	Phosphorus - Total as P	HACH 8190		
Water	Settleable Solids	SM 2540F		

Water	Sulfate	EPA 300.0		
Water	Sulfide	SM 4500S2D		
Water	Sulfide, Dissolved	SM 4500S2D		
Water	Suspended Solids	SM 2540D		
Water	Total Alkalinity	SM 2320 B		
Water	Total Dissolved Solids	SM 2540C		
Water	Total Organic Carbon	SM 5310B		
Water	Total Petroleum Hydrocarbons	EPA 1664A		
Water	Total Solid	SM 2540B		
Water	Aluminum	EPA 200.7		
Water	Antimony	EPA 200.8		
Water	Arsenic	EPA 200.8		
Water	Barium	EPA 200.7		
Water	Beryllium	EPA 200.8		
Water	Boron	EPA 200.7		
Water	Cadmium	EPA 200.7		
Water	Calcium	EPA 200.7		
Water	Chromium	EPA 200.7		
Water	Chromium Hexavalent	EPA 218.6		
Water	Chromium Trivalent	Calc		
Water	Cobalt	EPA 200.7		
Water	Copper	EPA 200.8		
Water	Iron	EPA 200.7		
Water	Iron & Manganese	EPA 200.7		
Water	Lead (School Program)	EPA 200.8		
Water	Lead (School Program)	SM 3113B		
Water	Lead	EPA 200.8		
Water	Lead & Copper	EPA 200.8		
Water	Magnesium	EPA 200.7		
Water	Manganese	EPA 200.7		
Water	Mercury	EPA 245.1		
Water	Molybdenum	EPA 200.7		
Water	Nickel	EPA 200.7		
Water	Potassium	EPA 200.7		
Water	Selenium	EPA 200.8		
Water	Silica	EPA 200.7		
Water	Silver	EPA 200.8		
Water	Sodium	EPA 200.7		

Water	Thallium	EPA 200.8		
Water	Vanadium	EPA 200.8		
Water	Zinc	EPA 200.7		
Water	Gross Alpha	EPA 900.0		
Water	Gross Alpha/ Beta	EPA 900.0		
Water	Gross Beta	EPA 900.0		
Water	Radon	Radon		
Water	Uranium (Radiological)	EPA 200.8		
Water	Uranium	EPA 908.0		
Water	MTBE	EPA 524.2		
Water	MTBE & Benzene	EPA 524.2		
Water	MTBE, Benzene, PCE	EPA 524.2		
Water	MTBE, Benzene, PCE, TCE	EPA 524.2		
Water	PCE/TCE	EPA 524.2		
Water	Purgeable Organics	EPA 524.2		
Water	TCE+Trihalomethanes	EPA 524.2		
Water	Tetrachloroethylene	EPA 524.2		
Water	Trichloroethylene	EPA 524.2		
Water	DBCP	EPA 504.1		
Water	EDB/ DBCP	EPA 504.1		
Water	1,2,3-TCP	SRL 524M-TCP		
Water	Carbamates	EPA 531.1		
Water	Chlorinated Acid Herbicides	EPA 515.4		
Water	Diquat	EPA 549.2		
Water	Endothall	EPA 548.1		
Water	Glyphosate	EPA 547		
Water	Pesticides / PCB	EPA 508.1		
Water	Semi-Volatile Organic Compounds	EPA 525.2		
Water	Triazine Pesticides	EPA 507		
Water	Trihalomethanes	EPA 524.2		
Water	THM Max Potential	EPA 510.1		
Water	Haloacetic Acid 5	EPA 552.2		
Water	Haloacetic Acid Max Pot	EPA 552.2		
Water	1,4-Dioxane	EPA 8270		
Water	Acute Toxicity - % Survival	EPA-821-R-02-012		
Water	Asbestos	EPA 100.2		
Water	Dioxin	EPA 1613B		
Water	Dioxin in Wastewater	EPA 1613B		

Water	Geosmin and MIB	SM 6040D		
Water	NDMA	EPA 521		
Water	Nitrosamines	EPA 521		
Water	Organochlorine Pesticide	EPA 608		
Water	Organochlorine Pesticides	EPA 8081		
Water	Phenolic Compounds	EPA 420.4		
Water	Polychlorinated Biphenyls	EPA 8082		
Water	Purgeable Organics	EPA 624		
Water	Radium 226	EPA 903.0		
Water	Radium 228	EPA 900.0		
Water	Semi-Volatile Organics	EPA 625		
Water	Semi-Volatile Organics	EPA 8270		
Water	Speciation	Focus 52235		
Water	Strontium 90	EPA 905.0		
Water	TPH-Gas/Diesel Range	EPA 8015		
Water	Tritium	EPA 906.0		
Water	Volatile Organics	EPA 8260B		
Water	Volatile Organics-TCE ONLY	EPA 8260B		
Water	PFAS - 25 Compounds	EPA 533		

TOTAL

\$0.00

*All results from the field that are included on the Chain of Custody, such as temperature and pH, need to be included on the final report.

EXHIBIT B

West Valley Water District Laboratory Services RFP Ranking

Rater: RFP Evaluation Committee

<i>Rank</i>	1	2	3	4
Laboratory	CLINICAL	ALS	EUROFINS	ENTHALPY
Estimated Cost	\$202,576.00	\$244,459.00	\$269,030.00	\$297,931.00
Standard TAT in Business Days	10	7-10	8	8-10
- Micro Dept	5	7	8	8-10
- Subcontract Lab	15	21	8	12
-Radiologicals	15	21	20	22
Rush Surcharges (Blanks were not listed - assume previous value)				
3 Day TAT	50%			
1 day TAT	100%	100%	100%	100%
Same Day	150%	150%	150%	87%
Sample Pick Ups	N/A	Yes	Yes	Yes
Other Fees			Container charges if needed < 5 days	24-hr notice for pick-up
Other Criteria				
Meets RFP Requirements	Yes	Yes	Yes	Yes
Summary of Firm & Staffing	Org chart with qualified personnel.	Org chart with qualified personnel. (22 employees)	Large network. Org chart with qualified personnel. (135 employees)	Large network. Org chart with qualified personnel. (over 400 employees at 11 labs)
References	EVWD, City of Rialto, Loma Linda Water Dept, Yucaipa Valley, City of Colton	Cities of Del Mar, Poway, Lakewood, Fullerton, Orange	Golden State Water Company, Cities of Upland & Chino, Indio Water Authority, L.A. DWP	Various cities throughout L.A., Orange & San Diego Counties, California Rural Water Assoc.
ELAP Cert	CA ELAP No. 1088	CA ELAP No. 1237	CA ELAP No. 2813	CA ELAP No. 1338
ELAP Audit/PE Studies	Many audit findings - CARs accepted / PE Studies with excellent results	Many audit findings - CARs accepted	Not included	Many audit findings - CARs accepted / PE Studies with vew non acceptable results, CARs acceptable
Days/Hours of Operation				
Monday-Friday	0800 - 1700	0800 - 1700	0800 - 1700	0700 - 2300
Weekends	0830 - 1130	As needed	As needed	As needed
Holidays	0830 - 1130	As needed	As needed	As needed
Distance to Laboratory	9.5 Miles	54 Miles	32.4 Miles	51 Miles
Client Services Manager	Stu Styles	Shelly Brady	Caroline Sangari	David Tripp
Other		Provides 24 access to Project Manager	Provides monthly webinar training on various subjects	Project Manager



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

DATE: September 26, 2023
TO: Engineering, Operations and Planning Committee
FROM: Linda Jadeski, Director of Engineering
SUBJECT: Consider a Quitclaim for an Overlying Easement on APN 0257-071-04

BACKGROUND:

Attached for review is a proposed Quitclaim Deed to release an overlying easement on 4.53 acres of land within APN 0257-071-04, located on the southwest corner of Slover Avenue and Cactus Avenue, in the unincorporated community of Bloomington, to CHIPT Bloomington DC, LP (“Applicant”). The Applicant is currently in the entitlement process with the County of San Bernardino for the development of a new 261,632 square foot warehouse and has identified the overlying easement in its title report.

In its review of the Applicant’s request, the District did not identify any conflicting facilities within the proposed quitclaim area, nor will the release of the easement impact the District’s ongoing operation of its existing infrastructure.

A figure depicting the location of the overlying easement area is attached as Exhibit A along with the Quitclaim Deed labeled **Exhibit B**.

FISCAL IMPACT:

In accordance with the District’s Rules and Regulations Article 20, the applicant has been charged a plan check fee of \$408 and \$500 for the review and processing of documents related to right-of-way and easement release.

STAFF RECOMMENDATION:

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

1. Approve the request to Quitclaim the overlying easement on APN 0257-071-04.
 2. Authorize the General Manager to execute all necessary documents.
- Respectfully Submitted,

Linda Jadeski

Linda Jadeski, Director of Engineering

DG:ls

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Quitclaim Deed

EXHIBIT A

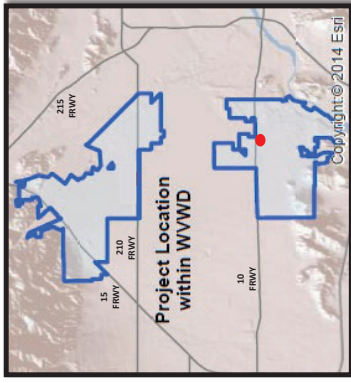


Exhibit A
19373 Slover Ave, Bloomington



3.3.a

EXHIBIT B

When recorded mail to:

855 W. Baseline Rd
Rialto, CA 92376

(SPACE ABOVE THE LINE FOR RECORDER'S OFFICE USE ONLY)

Project: A.P.N. 0257-071-04

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **West Valley Water District**, a county water district, as successor in interest to the Semi-Tropic Land and Water Company, does hereby remise, release and forever quitclaim to CHIPT BLOOMINGTON DC, LP all right, title and interest in those certain easement rights granted or reserved in the real property described below pursuant to document dated March 10, 1891, in Map Book 11, Page 12, and in Book 206, Page 150, of document dated December 26, 1893, of Official Records of San Bernardino County, California, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by this reference, located in the County of San Bernardino, State of California.

Dated _____, 2023

WEST VALLEY WATER DISTRICT,
a county water district

By _____
John Thiel, General Manager

By _____
Elvia Dominguez, Board Secretary

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

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss

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

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

WITNESS my hand and official seal. (Seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss

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

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

WITNESS my hand and official seal. (Seal)

EXHIBIT A

EXHIBIT "A"
LEGAL DESCRIPTION

THE EAST QUARTER (1/4) OF LOT 366 OF MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORD OF SAID COUNTY.

CONTAINING APPROXIMATELY 4.553 ACRES.

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

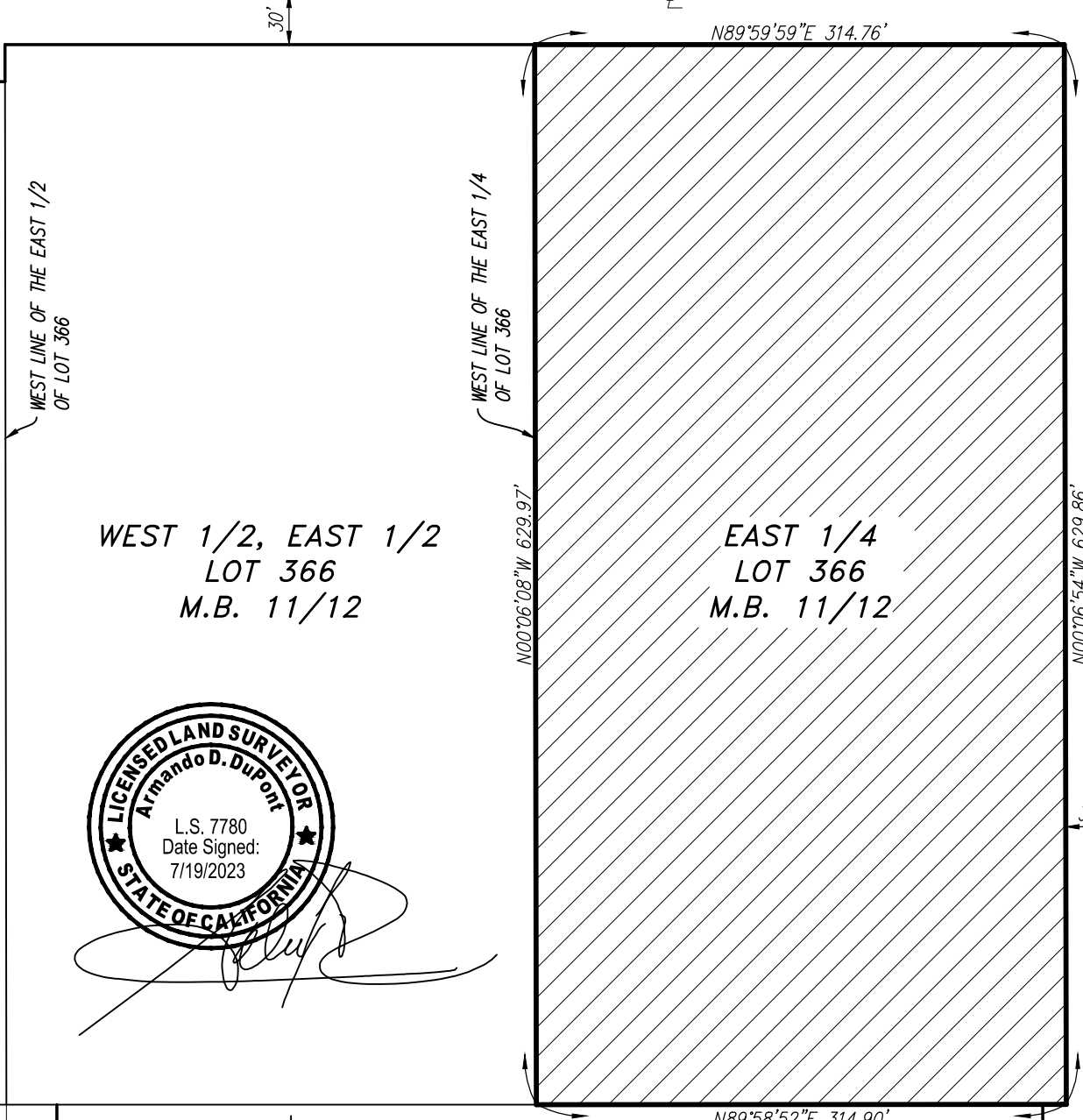


Armando D. DuPont, L.S. 7780
July 19, 2023

EXHIBIT B

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

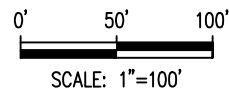
SLOVER AVENUE




LICENSED LAND SURVEYOR
Armando D. DuPont
L.S. 7780
Date Signed:
7/19/2023
STATE OF CALIFORNIA

WALNUT STREET

PARCEL 1
PARCEL MAP NO. 3538
P.M.B. 32/81



 AREA TO BE QUITCLAIMED
±4.553 ACRES

CAL VADA

SURVEYING, INC.

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92878

Los Angeles

PHONE: 951-280-9960

FAX: 951-280-9746

Job No. 23109

Packet Pg. 73