

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

ENGINEERING, OPERATIONS &  
PLANNING COMMITTEE  
MEETING AGENDA

WEDNESDAY, JULY 14<sup>TH</sup>, 2021 - 6:00 PM

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

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

**BOARD OF DIRECTORS**

Director Greg Young (Chair)

Director Kyle Crowther

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

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

3. **DISCUSSION ITEMS**

A. General Updates to Engineering Committee

- B.** Task Order No. 2 with Tom Dodson & Associates for Biological and Environmental Consulting Services for the Zone 3 Reservoir 8-3 and 8-4 **(Page 3)**
- C.** I-10 Cedar Avenue Exchange Improvement Project: Professional Engineering Services Amendment No. 2 **(Page 27)**
- D.** TCP Impact and Solution Study **(Page 40)**
- E.** Consider the Purchase of Zone 6 Property for Well Site **(Page 79)**
- F.** Consider a Water System Infrastructure Installation and Conveyance Agreement with Richland Developers **(Page 105)**
- G.** Adopt Resolution 2021-17, Adopting the Area of LAFCO 3243 (I-15 Logistics Project) Into West Valley Water District Election District **(Page 135)**

**4. ADJOURN**

**DECLARATION OF POSTING:**

**I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Finance Committee Agenda at the District Offices on July 8<sup>th</sup>, 2021.**



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**Maisha Mesa, Executive Assistant**



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

**DATE:** July 14, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal , General Manager  
**SUBJECT:** **TASK ORDER NO. 2 WITH TOM DODSON & ASSOCIATES FOR  
BIOLOGICAL AND ENVIRONMENTAL CONSULTING SERVICES**

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**BACKGROUND:**

The West Valley Water District (“District”) service area consists of eight (8) pressure zones: Zone 2, 3, 3A, 4, 5, 6, 7 and 8 and is divided into Northern and Southern systems by the central portion of the City of Rialto. Pressure Zone 8 is the northernmost zone in the District’s Northern System and is generally north of Glen Helen Parkway, with Sierra Avenue and Clearwater Parkway serving as the western and eastern boundaries respectively. Storage is provided by R8-1 and R8-2 Reservoirs.

The construction of new Zone 8-3 (“R8-3”) and Zone 8-4 (“R8-4”) Reservoirs (“site”) are required in order to provide additional capacity for buildout development within Pressure Zone 8 and is needed to supply water to existing and anticipated development in the Lytle Creek area. R8-3 is anticipated to be constructed in 2022 and will provide surplus storage capacity to meet growing storage requirements as development continues and projected to occur in Pressure Zone 8 and R8-4 will be constructed in the future.

**DISCUSSION:**

In 2011, a Mitigated Negative Declaration (“MND”) was prepared and published. See attached Exhibit A for a copy of the published R8-3 and R8-4 MND. The R8-3 project was originally designed in 2008 for construction in 2011/2012 however the reservoir was not constructed due to insufficient funds. Project funds are now available and the plans are currently being revised by a consultant and the scope of work remains the same, except for a small portion of the San Bernardino National Forest (“SBNF”) land adjacent to the site which requires grading. The District submitted a permit application for grading on SBNF area and will be required to comply with the National Environmental Policy Act (“NEPA”). NEPA was not included in the 2011 MND.

Due to new regulations between 2011 and now, a Request for Proposal (“RFP”) to review the existing MND and verify all requirements are in compliance with the California Environmental Quality Act (“CEQA”) Section 15162 and with NEPA has been prepared. The RFP was posted on PlanetBids to four (4) pre-approved Consulting firms for the Project. On June 30, 2021, the District received one (1) proposal in response to the RFP from four (4) of the Consulting firms - Tom Dodson & Associates (“TDA”).

The written proposals were evaluated based on the following criteria:

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

The proposal was reviewed by a committee comprised of District Staff to ensure the proposal met the minimum requirements in the scope of work. Based on qualifications, technical experience, and cost, Staff concluded that TDA will provide value for the District's needs for the Project. The firm's design approach, overall understanding of the project's goals, and reasonable cost, further aided in the decision to select TDA for the RFP. The scope of work identified in the proposal assumes that either an Addendum or an Initial Study will be the appropriate environmental determination for this project. The ultimate determination of which document is the appropriate means by which to comply with CEQA will depend on whether the project can meet the requirements of CEQA Statue 15164. The cost for the Addendum is \$30,050 and the cost for an Initial Study ("IS") is \$40,030.25. The District will award the Work for the IS and ultimately determine which document is the most appropriate means to comply with CEQA. Attached as Exhibit A is the Task Order No. 2 with TDA which includes the submitted Proposal.

**FISCAL IMPACT:**

The cost to perform the Project as proposed by TDA is \$40,030.25. This item is included in the Fiscal Year 2021/22 Capital Improvement Budget under the W19008 Zone 8-3 Reservoir Project. The project has an available budget of \$3,611,845.25. Sufficient funds are available in the project budget to cover the cost. A summary of the available funds is as follows:

CIP FY 2021-2022 Project Name	Current Budget	Environmental Cost	Remaining Budget
W19008 Zone 8-3 Reservoir	\$3,611,845.25	\$40,030.25	\$3,571,815.00

**STAFF RECOMMENDATION:**

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

RG:ls

**ATTACHMENT(S):**

1. Exhibit A - Task Order No. 2 with TDA

# EXHIBIT A

**TASK ORDER NO. 2**

**Biological and Environmental Consulting Services for Zone 8-3  
and Zone 8-4 Reservoirs Project**

This Task Order (“Task Order”) is executed this 5th day of August, 2021, by and between West Valley Water District, a public agency of the State of California (“District”) and Tom Dodson & Associates (“Consultant”).

**RECITALS**

- A. On or about May 20th, 2021, District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

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

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

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

**APPROVED AS TO FORM:**

**TALOYA LAW GROUP, APC**

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

**CONSULTANT:**

**TOM DODSON & ASSOCIATES**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_



**EXHIBIT "1"**

**TO**

**TASK ORDER NO. 2**

**SCOPE OF SERVICES**

**Scope:**

- 1. Engineering Design Services for the Biological and Environmental Consulting Services for Zone 8-3 and Zone 8-4 Reservoirs Project per the attached proposal dated June 30, 2021.**

# TOM DODSON & ASSOCIATES

*Mailing Address:* PO Box 2307, San Bernardino, CA 92406

*Physical Address:* 2150 N. Arrowhead Avenue, San Bernardino, CA 92405

*Tel:* (909) 882-3612 ♦ *Fax:* (909) 882-7015 ♦ *Email:* [tda@tdaenv.com](mailto:tda@tdaenv.com)



## MEMORANDUM

June 16, 2021

From: Tom Dodson & Kaitlyn Dodson-Hamilton, Tom Dodson & Associates

To: West Valley Water District

Subject: RFP to Provide an Environmental Scope of Work/Proposal for the Project Titled “Zone 8-3 and Zone 8-4 Reservoirs” for West Valley Water District

Thank you for the opportunity to be considered for award of the Environmental Consulting Services for the Zone 8-3 and Zone 8-4 Reservoirs Project defined in the above-referenced request for proposal. Tom Dodson & Associates (TDA) looks forward to working with West Valley Water District (WVWD or District) on this Project as we have for many other water agencies providing service in the Inland Empire area. TDA has extensive experience with several water agencies and wastewater collection providers and has served the Southern California Area with Environmental Consulting Services for 40 years. It has been TDA’s experience that a team’s performance can best be demonstrated by the long- term relationships it maintains with its clients. TDA also has long-term relationships with several water/wastewater districts/agencies and cities, such as Inland Empire Utilities Agency, San Bernardino International Airport Authority, Mission Springs Water District, and the City of El Monte.

TDA agrees with WVWD’s assessment that an Addendum or an MND is the appropriate mechanism by which to comply with CEQA for the proposed updated reservoir project, and believes that we can meet the scope of services outlined in the RFP within a reasonable time frame (3-5 months) and within a reasonable budget, ultimately providing WVWD with a quality end product and result. TDA envisions working closely with WVWD’s staff and engineers to produce a project description that can be used to facilitate the commencement of the technical studies we believe will be required to accompany the analysis contained in either the Addendum or Subsequent MND and to facilitate the commencement of the AB 52 consultation process (if required) between WVWD and any Tribes who have requested consultation under the Assembly Bill. TDA believes that the following technical studies will be required to accomplish full CEQA and NEPA Compliance: Cultural Study, Biological Resources Assessment and Jurisdictional Delineation, and an updated Air Quality and Greenhouse Gas Impact Analysis that would facilitate NEPA compliance for the Project. TDA believes that the hazardous material evaluation can be accomplished through review of the California State Waterboard GeoTracker web service, and doesn’t assume the need for a full Phase I evaluation of the project footprint.

The scope of work outlined in the forthcoming pages will lead to a fully substantiated CEQA environmental determination for the proposed project over a period of less than five months. I believe the schedules below are reasonable to comply with CEQA and meet the District’s objectives for the proposed project. Should you have any questions regarding the proposal, please feel free to give me a call.

Sincerely,

Tom Dodson, President

## SUMMARY OF RESUMES FOR TOM DODSON & ASSOCIATES STAFF

### BRIEF PROFILE: TOM DODSON & ASSOCIATES

Tom Dodson & Associates (TDA), incorporated in 1983, is a small environmental consulting and regulatory compliance firm located in San Bernardino. The principal partners, Tom Dodson (President) and Kaitlyn Dodson-Hamilton (Vice President), are directly involved in day-to-day operation of the firm and are also involved in each project undertaken by TDA. This approach provides the company owners with direct knowledge and oversight for each project, thus ensuring that each project receives the firm's high standard for product quality.

A common theme of all TDA projects is compliance with environmental requirements while meeting project schedules. TDA works with clients to meet schedules and identify reasonable and ethical environmental requirements. For every project, TDA has found there is a mutually acceptable balance between development goals and the need to protect the environment. TDA strives to define this balance for clients and regulators and present workable solutions that both parties can accept as the basis for implementation of projects. With over 50 years of collective experience in environmental problem-solving, TDA has been remarkably successful in meeting client and environmental objectives. For example, TDA has completed several reservoir projects in the last few years including assisting San Gabriel Valley Water Company with their Plant B14 Reservoir Project, San Antonio Water Company with their Holly Drive Reservoir Project, and the City of Upland with their Reservoir Development Project. Additionally, TDA is currently working on a similar project involving installation of a second reservoir for Mission Springs Water District at their Vista Reservoir site through the use of an MND. As such, TDA believes that we have relevant and recent experience that will aid West Valley Water District in meeting CEQA requirements for this project.

### STAFF PROFILE: TOM DODSON & ASSOCIATES

#### **Tom Dodson**, President, TDA

*Education: M.A., Geography, University of California at Berkeley, 1973; B.A., Geography, University of California at Berkeley, 1968*

*Summary of Experience:* Tom Dodson is the President of Tom Dodson and Associates since its incorporation. He has more than 40 years of experience in land use planning, and environmental and resource management, with special expertise in CEQA, NEPA, regulatory compliance, expert witness testimony and communication/facilitation for resolution of environmental issues. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state and local level, and designs formal presentations to committees. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on most projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson and TDA serve as the environmental advisors/consultants to the San Bernardino County Local Agency Formation Commission, San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, cities of Murrieta and El Monte, and several other agencies.

**Kaitlyn Dodson-Hamilton**, Vice President and Environmental Specialist, TDA

*Education: B.A., English with Honors, University of California at Riverside, 2011*

*Summary of Experience:* Kaitlyn Dodson-Hamilton is an Environmental Analyst for Tom Dodson & Associates. Ms. Dodson-Hamilton has more than five years of experience at TDA in environmental and resource management, with special expertise in CEQA and NEPA compliance. She has over 10 years of part-time experience providing support at TDA in research and mapping for CEQA, NEPA, and regulatory purposes at TDA. Ms. Dodson-Hamilton personally prepares environmental documentation for a broad variety of CEQA and NEPA projects, as well as regulatory permits for the State Department of Fish and Game, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers with the oversight of Tom Dodson, president of Tom Dodson & Associates. She works in conjunction with Tom to work with clients, governmental agencies, and decision-makers to find solutions to complex problems.

Ms. Dodson-Hamilton attends meetings and hearings and prepares presentations, often in conjunction with Tom Dodson, for nearly all reports for which she is the author. She has a broad understanding of all 21 topics outlined in Appendix G of the CEQA Guidelines, which range from Aesthetics, to Geology, to Utilities and Service Systems. Kaitlyn works directly with clients to problem solve and see a given Project through to its completion.

**Christine Camacho**, Office Manager, TDA

*Education: Human Resources Management Certificate, College of the Extended University, California State Polytechnic University, Pomona, 2001; B.S. Operations Management, California State Polytechnic University, Pomona, 1984*

*Summary of Experience:* Ms. Camacho has more than 30 years of experience in office management and document production, and more than 24 years as the Office Manager at TDA preparing environmental documents and forms.

SUBCONSULTANT PROFILES

Over the years TDA has met and maintained relationships with a broad range of subconsultants and the proposed team is comprised of established professionals with a diverse knowledge base. Some comments about small firms like TDA that use subconsultants versus those that rely on in-house staff. If the team members are qualified, as they likely are in this instance, it is the manager and the ability to guide or direct the team members that is most important. TDA has a team of subconsultants that are well vetted and trusted. We are all equals in this process and the team members are here to augment TDA's knowledge and capabilities with their hard-earned knowledge and capabilities. Our job is to provide guidance and a set of expectations while each of our subconsultant teams bring their own independent knowledge and abilities to provide the best solutions and input that we can.

**CRM TECH**

CRM TECH is a full-service consulting firm that, for more than 35 years, has provided the full range of cultural resources management services to federal, state and local public agencies, environmental firms and private developers. CRM TECH is the firm TDA intends to utilize to comply with Cultural Resources, and sometimes Tribal Cultural Resources under the CEQA Checklist, as their staff have a successful working relationship with many of the Tribes within the IEUA service area. As part of the preparation of cultural resources management study reports, CRM TECH performs the required correspondence with the Native American Heritage Commission (NAHC), which is not only a requirement of CEQA, but assists in meeting the requirements of CEQA Plus packages. CRM TECH has prepared the cultural resources component for all of TDA's CEQA and CEQA Plus Projects, as far back as we can recall.

Key personnel include Bai “Tom” Tang, M.A., Principal Investigator/Historian/Architectural Historian and Michael Hogan, PH.D., RPA, Principal Investigator/Archaeologist.

**Michael Hogan, PH.D., RPA, Principal Investigator/Archaeologist**

Mr. Hogan has been the principal investigator for, author or co-author of, and contributor to numerous cultural resources management study reports since 1986. Mr. Hogan has been a principal investigator with CRM TECH since 2002. He has successfully contributed to and prepared numerous cultural resources management study reports under contracts with TDA, which have been successful as part of completing the CEQA process for various projects, as well as meeting the requirements of CEQA Plus to meet State Revolving Fund requirements.

**Bai “Tom” Tang, M.A., Principal Investigator/Historian/Architectural Historian**

Mr. Tang has prepared numerous cultural resources management reports with the Archaeological Research Unit, Greenwood and Associates, and CRM TECH, since October 1991. Like Mr. Hogan, Mr. Tang has successfully contributed to and prepared numerous cultural resources management study reports under contracts with TDA, which have been successful as part of completing the CEQA and NEPA processes for various projects, as well as meeting the requirements of CEQA Plus to assist agencies to obtain funds from the State Revolving Fund.

*GIROUX & ASSOCIATES*

Giroux & Associates has been providing aerometric assessment services (air quality, greenhouse gases/climate change, acoustics, meteorology, airborne hazards/toxics and airborne nuisance such as dust and odors) for over 30 years. Within the last four decades, the firm has participated in over 2,500 environmental investigations. Specialized services include ambient pollution and noise monitoring, computerized air pollution and noise dispersion modeling, greenhouse gas emissions inventories, inert tracer gas field studies, APCD/AQMD permit preparation and processing, health risk analysis, expert witness testimony and regulatory agency liaison. TDA envisions that Giroux & Associates will provide Air Quality and Greenhouse Gas Analyses for this project as a member of our Project Team. Their documents have the benefit of being incredibly easy to understand, but thorough in their analysis and calculations because of their extensive experience with such studies. TDA has partnered with Giroux & Associates for over 20 years on various environmental documents, including those to meet CEQA, NEPA, and regulatory compliances. TDA almost solely uses Giroux & Associates for projects requiring MNDs because (1) they accomplish their work in an expedient manner, which is often required for IEUA Projects reliant on funding, and (2) they are first and foremost extremely competent at completing their reports, while also maintaining reasonable rates for these services, which TDA values on behalf of their clients.

Key personnel include Hans Giroux, Senior Analyst, Ph.D. and Sara Friedman Gerrick, Senior Engineer.

**Hans Giroux Ph.D., Senior Analyst**

Mr. Giroux has over 45 years of professional experience in the preparation of environmental documentation for projects, including 29 years as principal in a small firm specializing in air quality and acoustics. He has successfully authored and contributed to numerous air quality impact analyses, greenhouse gas analyses, and noise impact analyses on behalf of TDA for several projects, including those for Inland Empire Utilities Agency (IEUA) and Mission Springs Water District (MSWD), which have been successful as part of completing the CEQA process for various projects, as well as meeting the requirements of CEQA Plus to meet State Revolving Fund requirements.

**Sara Friedman Gerrick, Senior Engineer**

Ms. Friedman Gerrick has participated in over 1,500 environmental projects. Responsibilities include air quality and greenhouse gas quantification, localized health risk assessments, and air quality dispersion modeling. She has performed acoustical modeling and provided noise compliance monitoring for traffic related noise, construction related noise, as well as operational noise resulting from a wide variety of uses. Like Mr. Giroux, Ms. Friedman Gerrick has successfully authored and contributed to numerous air quality impact analyses, greenhouse gas analyses, and noise impact analyses on behalf of TDA for several projects, including those for IEUA and MSWD, which have been successful as part of completing the CEQA process for various projects, as well as meeting the requirements of CEQA Plus to assist IEUA to meet State Revolving Fund requirements.

*JACOBS*

TDA has a relationship with Jacobs because Lisa Patterson—their California & Southwest Operating Divisions Lead—is a former TDA employee, who worked for us for more than 20 years, and has worked with us in total for about 30 years as an Ecologist, Biologist, and Regulatory Specialist. Jacobs has proven expertise guiding clients through the environmental permitting and regulatory compliance process in challenging environments throughout the United States. Jacobs combines decades of experience in permitting projects in areas of sensitive water resources, threatened and endangered species and vital natural resources.

TDA envisions the inclusion of Jacobs as part of the Project Team to complete the Biological Resources Analyses and, if required prepare the Jurisdictional Delineation. Jacobs is proficient in on call field surveys including vegetation surveys, nesting bird surveys, burrowing owl surveys, endangered species surveys, photographic surveys, and wetland delineations; permit requirements training; preparation of permit-required annual, periodic, and special reports; and biological monitoring. At present, Jacobs performs or has performed many of these tasks on behalf of TDA for several projects, including those for IEUA and MSWD.

Key personnel include Lisa Patterson, California & Southwest Operating Divisions Lead; Daniel Smith, Southwest Team Support Staff.

**Lisa Patterson, California & Southwest Operating Divisions Lead**

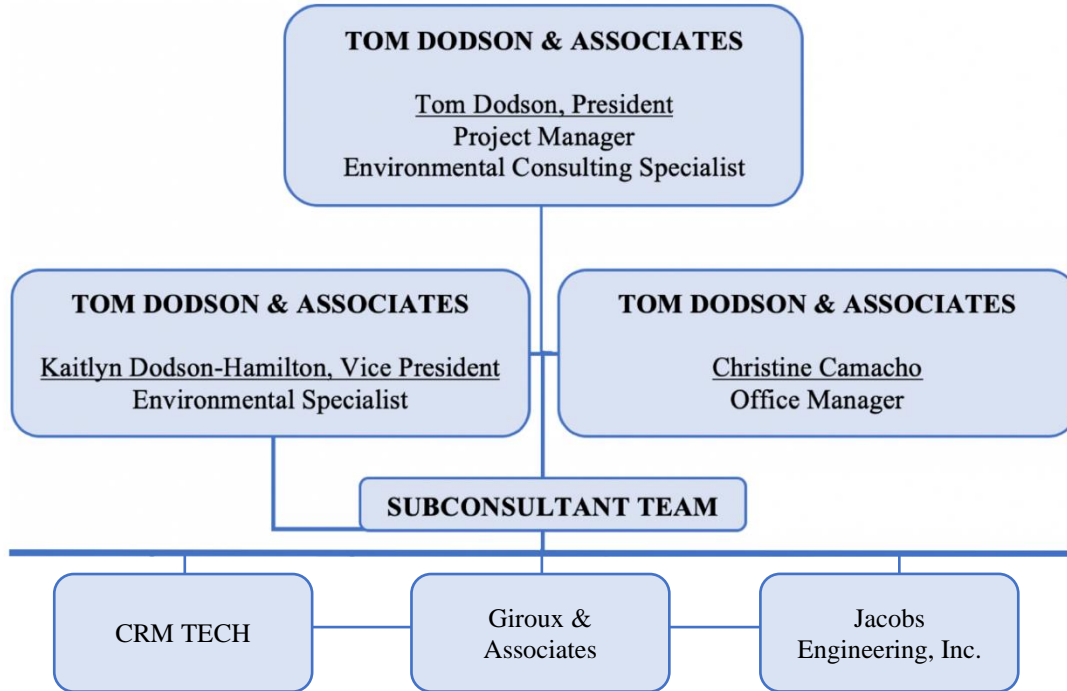
Lisa is a Senior Ecologist and an expert delivering environmental work with IEUA, Water Districts, Light and Class 1 Rail clients nationwide. She is a regulatory specialist and is responsible for preparing and obtaining regulatory permits, managing compliance of regulatory permits, and conducting a wide range of studies and evaluations for absence or presence of endangered species (plants and animals), habitat assessments, biological assessments, impact analyses, mitigation plans, implementation plans, construction monitoring, general biological surveys protected species studies. With over 30 years of experience, she conducts wetland delineations and has secured regulatory permits for various projects ranging from facility expansions, emergency repairs, maintenance activities, and structure replacements.

**Daniel Smith, Southwest Team Support Staff**

Daniel has 13 years of direct environmental consulting experience with Jacobs, and other environmental consulting firms, including TDA. He has conducted and/or assisted in conducting protocol USFWS and CDFW threatened and endangered species surveys and jurisdictional waters assessments. He has also prepared permit applications and monitored permit compliance, providing full project cycle management and reporting. Daniel has conducted jurisdictional waters delineations conforming to USACE and RWQCB standards

on project sites throughout California. Daniel’s specialized knowledge includes: structures documentation and permitting experience; Federal and California Endangered Species Act surveys, monitoring, and reporting; NEPA/CEQA, Clean Water Act Section 401 and 404; Agency and client coordination and consultation.

**ORGANIZATIONAL CHART**



**STATEMENT OF UNDERSTANDING AND APPROACH**

Preparing an Addendum to previously certified or adopted CEQA document, in this case an MND, follows a more loosely format than an Initial Study/Mitigated Negative Declaration (IS/MND), as the CEQA guidelines are less specific about what must be included in an Addendum. At TDA, our approach with Addenda is often to update the analysis in a comparative manner under each of the 20 topical issues (excludes Mandatory Findings of Significance) included in the CEQA Guidelines Initial Study Environmental Checklist Form (Appendix G, 2020 Guidelines). We have completed Addenda only utilizing the Mandatory Findings of Significance as a guide, where in other cases we have compared the proposed project to the previous project utilizing the whole of the Initial Study Checklist. In all cases, when we have prepared Addenda, the ultimate result of our efforts has been a fully substantiated document that meets CEQA requirements. For the proposed project by WVWD, we assume that an Addenda would be an appropriate means by which to comply with CEQA as it appears to meet the requirements of CEQA Statute 15164. However, where any new mitigation is required to minimize a possible significant impact, a Subsequent Initial Study will be required.

A Subsequent IS/MND utilizes the current State CEQA Guidelines Initial Study Environmental Checklist Form (Appendix G, 2020 Guidelines). The current IS/MND Form addresses 21 issues and substantiation must be provided for each issue. Having prepared hundreds of IS/MNDs over

the past 35+ years, TDA is able to define and address all issues quickly and determine where technical studies may be required. A quick example of why this is possible, relates to the new issue of Wildfire Hazards. A review of the Cal Fire wildfire hazard areas (high, very high, and severe) quickly indicates whether a site is exposed to such hazards. It either is or is not. If not in a wildfire hazard area, then a technical study (such as a Fuel Modification study) is not needed to further address this issue.

TDA prepares the project description; assists the agency to initiate and complete AB 52 consultation; compiles a draft Initial Study incorporating all technical studies and required substantiation; submits the draft to the agency for independent review; prepares all of the transmittal documents; assists the agency to distribute the approved IS/MND to the public for review; assembles the Mitigation Monitoring and Reporting Program (MMRP); reviews any comments on the IS/MND and recommends responses; prepares a Final IS/MND package to support a decision, including attend a public meeting or hearing; and assists the agency with filing the Notice of Determination (NOD) and MND with the County and State Clearinghouse. The end result is the formal adoption of the IS/MND. In TDA's judgment the key issue in compiling any environmental document is to maintain consistent and clear communication between the consultant (us) and the Lead Agency (WVWD) to ensure that we guide the Lead Agency through the CEQA process as smoothly and transparently as possible. TDA has differentiated itself from other consulting firms through the following:

- TDA has a solid history of successfully supporting diverse projects, deadlines, and schedules within requirements.
- TDA has a regional, local presence and detailed knowledge of regional challenges particularly related to water and wastewater projects in the Inland Empire. This is because one of our focuses as a firm has been to assist water agencies with CEQA compliance. These agencies include: Inland Empire Utilities Agency, Mission Springs Water District, Big Bear Lake Department of Water and Power Fontana Water Company, San Gabriel Valley Water Company, San Antonio Water Company, Phelan Piñon Hills Community Service District, Monte Vista Water Company, Chino Basin Water Master, Chino Desalter Authority, and more. With a working knowledge of the projects—particularly those in the water and wastewater sector—ongoing within the Inland Empire and the challenges thereof, TDA has a unique skill in assisting with projects such as the proposed reservoir project.
- TDA has formed an innovative, creative team that will support this project with new ideas and solutions that will provide “best value” to the District in consideration of budget and schedule requirements.
- TDA has a management philosophy that applies a partnership approach to its subconsultant team and will demonstrate a high level of commitment and responsibility to this Project.
- TDA contributes cost-effective, solutions-oriented performance and work products.

## **SCOPE OF WORK**

### PROJECT APPROACH/SCOPE OF WORK

The following scope of work has been prepared in accordance with our approach and understanding of the Project and pursuant to CEQA. Our scope of work assumes that either an Addendum or an IS/MND will be the appropriate environmental determination for this project. The ultimate determination of which document is the appropriate means by which to comply with CEQA will depend on whether the Project can meet the requirements of CEQA Statute 15164, which specifies conditions that the Project must meet in order for an Addendum to apply to the



Project. The determination may need to be made once technical studies have been prepared, though in some cases, the District may be able to incorporate what would be considered new mitigation measures (not allowed under an Addendum) into the site design as a means to still be able to utilize an Addendum. Our scope of work assumes that TDA will provide comprehensive environmental and technical services and that we will be responsible for each step of the CEQA process, from assisting the District with finalizing the Notice of Intent to Adopt an MND to filing the Notice of Determination for either the MND or Addendum. Specific tasks and roles of TDA and the District staff are detailed in each task below.

This scope of work assumes that it will necessary to prepare several technical studies and reports that will be used to substantiate the environmental findings and that will be published as part of the IS/MND. The following reports are assumed to be provided by the District and its architectural/engineering team based on the details provided in the RFP.

- Project Plans: Site Plan, Elevations, and Grading Plan including management of runoff on site, where applicable;
- Construction Information: Schedule, outline of construction activity, number and type of construction equipment, including delivery trucks and worker trips;
- Geotechnical Study: To be provided by the District; and
- Drainage Management Plans: To be provided by the District.

TDA will prepare or provide the technical analyses and modeling outlined below (Task 3) in support of the IS/MND. The technical analyses will be prepared in accordance with all applicable and professionally-accepted federal, state and local guidelines, procedures, and requirements, including the District's established significance thresholds.

#### TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

Tom Dodson and Kaitlyn Dodson-Hamilton will coordinate closely with the District to ensure that the IS/MND and associated technical documents delivered to the District are legally defensible, accurate, and useful to decision makers when considering approval of the project. They will be responsible for (1) managing task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local and state agencies relative to the environmental document and the environmental review process; (3) coordination and communications with District staff to ensure that State and local policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the CEQA Documentation; (4) ensuring that the environmental review process and the CEQA Documentation satisfy the statute and guidelines of CEQA's adopted Environmental Review Guidelines; and (5) representing the consultant team in public meetings and conference calls as requested by the District.

The project management task is based on the duration of the estimated schedule, which is presented below under *Proposed Schedule*. TDA will prepare a more formal proposed schedule as part of this task. We assume three hours per month for up to five months. If the schedule or the project is extended for reasons beyond TDA's control, a contract amendment may be required for additional fees for project management and coordination efforts.

#### **Deliverable(s):**

- Ongoing project management for the duration of the proposed schedule (15 hours)

## TASK 2: DEVELOP AND COMPILE THE PROJECT DESCRIPTION

TDA is including up to 15 hours to develop a comprehensive project description that will be utilized to forecast the potential environmental impacts of the Project. The project description will include a detailed summary of the overall Project and its potential effects on the environment. Construction and operation scenarios will be compiled in coordination for this specific project to allow detailed impact forecasts.

Once the project description is completed, a draft will be forwarded to District staff for review and comment. The end product of this effort will be a detailed project description that will be utilized by TDA in the environmental process to forecast environmental effects of implementing the Project. This same project description with minor editing will be used as a basis for the TDA, on behalf of the District, to write the initial consultation letters pursuant to AB 52, if applicable (this would only apply to an IS/MND, not an Addendum). On behalf of the District, TDA will draft letters to the Tribes who have requested consultation from the District under AB 52, and will include the Project Description and related graphics as attachments to the initial AB 52 consultation letters.

### **Deliverable(s):**

- A screencheck of the Project Description, a digital copy of the revised Project Description, and, if applicable, AB 52 Letters to Tribe(s) who have requested consultation under AB 52 from the District.

## TASK 3: TECHNICAL ANALYSES AND MODELING

### TASK 3A: AIR QUALITY AND GREENHOUSE GAS EMISSIONS

TDA will oversee preparation a technical analysis to evaluate potential air quality and greenhouse gas (GHG) emissions impacts associated with the proposed project that would meet Federal Requirements; this will be completed for the current construction scenario to ensure that, if needed, this report will comply with NEPA. This technical analysis will be prepared by Giroux & Associates. Impacts will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects within the South Coast Air Basin (SoCAB). Modeling will be conducted using the most current version of California Emissions Estimator Model (CalEEMod) and will be included as an appendix to the environmental document. Model data will be compiled for the following project activities: construction, operation, local significance thresholds, health, and GHG.

### TASK 3B: CULTURAL RESOURCES REPORT

TDA will oversee preparation of a technical analysis to evaluate potential impacts the cultural resources (archaeological, historical, and paleontological resources). CRM TECH staff are extremely adept at preparing cultural resources reports, and have conducted several studies for similar reservoir projects. Where applicable, CRM TECH staff will facilitate compliance with compliance with Section 106 of the National Historic Preservation Act to facilitate NEPA compliance. This may apply due to the required encroachment permit from the San Bernardino National Forest. CRM TECH will also conduct a field study of the project area, as well as a records search of the footprint to ultimately compile a Historical/Archaeological Resources Survey Report that will meet CEQA, and where applicable National Environmental Policy Act (NEPA) requirements.

### TASK 3B: BIOLOGICAL RESOURCES ASSESSMENT AND JURISDICTIONAL DELINEATION

TDA will oversee preparation of a technical analysis to evaluate potential impacts the biological resources that may occur near or within the project footprint. Jacobs staff are incredibly familiar

with the project area, and have conducted several studies for similar reservoir projects. Because the project footprint includes areas that have not been completely developed, this assessment is crucial to determining what species may be impacted by the proposed project, and Jacobs will determine the appropriate treatment of any potential species that may exist within the footprint, in most cases through implementation of mitigation that complies with California Department of Fish and Wildlife and U.S. Department of Fish and Game standards and requirements. Additionally, based on the items provided in the proposal, it appears that potential for the project to be located adjacent to or possibly impact jurisdictional features as a result of construction of the project; as part of the biologist's field assessment, Jacobs will determine whether any jurisdictional features would be impacted by the proposed project, and if jurisdictional features are determined to be present within the construction footprint, Jacobs will prepare a Preliminary Jurisdictional Delineation. This is a task for which a fee is provided in this proposal, but is dependent on the determination made as a result of the biological field survey.

**Deliverable(s):**

- A digital copy of the Air Quality and Greenhouse Gas Analysis; a digital copy of the Biological Resource Assessment and Jurisdictional Delineation; and, a digital copy of the Cultural Resources Report.

TASK 4: SCREENCHECK DRAFT ADDENDUM AND/OR DRAFT IS/MND

TASK 4A: SCREENCHECK DRAFT ADDENDUM

The screencheck draft Addendum will meet the requirements of CEQA Statute 15164, and will address the impacts of the project in a comparative manner utilizing the CEQA Guidelines Appendix G Initial Study. The Addendum will clearly identify and address all potential issues involving the proposed project. It will be clearly written and will avoid the use of technical jargon, to the extent possible, so that the document is easily understood. The conditions as they were addressed and analyzed in the original IS/MND will be used to set the baseline from which to conduct the environmental analysis. The findings will be clearly substantiated in the Addendum and in order to meet the requirements for an Addendum must conclude that "only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred," and "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

The completed screencheck draft Addendum will be submitted to the District for initial review and comment. We assume one round of review of the screencheck draft IS/MND. Modification to the scope of work, budget, and time frame may be necessary if additional screencheck reviews are required.

**Deliverable(s):**

- A digital copy of the screencheck Draft Addendum including technical appendices will be provided, as well as any requested hard copies of the screencheck Draft Addendum.

TASK 4B: SCREENCHECK DRAFT SUBSEQUENT IS/MND

The screencheck draft Subsequent IS/MND will follow the CEQA Guidelines Appendix G Initial Study format and will clearly identify and address all potential issues facing the proposed project. It will be clearly written and will avoid the use of technical jargon, to the extent possible, so that the document is easily understood. The conditions as they were addressed and analyzed in the original IS/MND will be used to set the baseline from which to conduct the environmental analysis. The screencheck draft IS/MND will address all of the environmental topics included in the CEQA Guidelines Appendix G.

Findings will be clearly substantiated in the Subsequent IS/MND for each environmental topic checklist question to conclude that: (1) there will be no impacts, (2) impacts will be less than significant, or (3) impacts will be less than significant with mitigation incorporated. The IS/MND will meet all the requirements set forth in CEQA (California Public Resources Code, sections 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, sections 15000 et seq.).

Based on our knowledge of similar reservoir development projects, the analysis will address all 21 environmental topical areas, including the newly required topics of Energy and Wildfire. The completed screencheck draft IS/MND will be submitted to the District for initial review and comment. We assume one round of review of the screencheck draft IS/MND. Modification to the scope of work, budget, and time frame may be necessary if additional screencheck reviews are required.

**Deliverable(s):**

- A digital copy of the screencheck Draft Subsequent IS/MND including technical appendices will be provided, as well as any requested hard copies of the screencheck Draft IS/MND.

TASK 5: PUBLIC DRAFT SUBSEQUENT IS/MND

This task is not required for an Addendum. TDA will edit the Subsequent IS/MND upon receipt of the comments from the District. Upon approval of the Subsequent IS/MND as the public draft version, we will also prepare a Notice of Intent (NOI). TDA will reproduce and distribute the public draft Subsequent IS/MND and NOI to responsible agencies, trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the District. It is assumed that TDA will file the NOI with the San Bernardino County Clerk of the Board. TDA will draft a Notice of Availability (NOA), which will provide notice to the public pursuant to CEQA Guidelines Section 15072(b), by either publication in the newspaper, posting on site, or direct mailing to adjacent property owners. TDA will provide copies of the draft report to public agencies as required.

**Deliverable(s):**

- Any requested hard copies of the Public Draft of the Subsequent IS/MND, 1 digital copy (including technical appendices). TDA will provide digital copies of the draft report to public agencies as required.

TASK 6: RESPONSE TO COMMENTS

This task is not required for an Addendum. If any comments are received during the 30-day IS/MND public review period, TDA will work with the District to address any CEQA related comments. It is expected that the number of comments received will be minimal and responses can be handled through a memorandum and included in the staff report to the District Board.

**Deliverable(s):**

- Digital copies of the screencheck and Final Response to Comments; hard copies will be provided if requested.

TASK 7: MITIGATION MONITORING AND REPORTING PROGRAM

This task is not required for an Addendum. TDA will prepare a Mitigation Monitoring and Reporting Program (MMRP) based on mitigation measures identified in the IS/MND and pursuant to Section 21081.6 of the CEQA Public Resources Code. The MMRP will be defined through working with District staff to identify appropriate monitoring steps/procedures in order to provide a basis for monitoring such measures during and upon project implementation. It will identify the significant impacts that would result from the proposed project; proposed mitigation measures for each impact; the timing at which the measures will need to be conducted; the entity responsible for implementing the mitigation measure; and the District department or other agency responsible for monitoring the mitigation effort and ensuring its success. The MMRP will be submitted to District staff for review and approval in conjunction with submittal of the Response to Comments (see Task 6).

**Deliverable(s):**

- Digital copies of the MMRP; hard copies will be provided if requested.

TASK 8: DELIVERY OF FINAL CEQA PACKAGE

TDA will compile the Final CEQA package prior to the Public Hearing. For an Addendum, this would include the Addendum and any Technical Appendices. For a Subsequent IS/MND, the Final package would include the Final IS/MND, Responses to Comments, MMRP, and Technical Appendices. TDA will provide digital copies of the final reports to public agencies as required.

**Deliverable(s):**

- Any requested hard copies and one digital copy in PDF of the Final CEQA Document.
- Additional digital copies will be provided to public agencies as required.

TASK 9: MEETINGS AND PUBLIC HEARINGS

Tom Dodson and/or Kaitlyn Dodson-Hamilton will attend the initial kick-off meeting. They will be available for progress meetings by phone as needed. Tom Dodson and/or Kaitlyn Dodson-Hamilton will attend the WVWD Board Public Hearing. Approximately three hours for each public hearing, and one-to-two hours for project status meetings—the hours noted include preparation, drive (where applicable), and attendance time. This task may be used for conference calls, in-person meetings, or public hearings. TDA will prepare an agenda for meetings, record meeting minutes, and submit meeting minutes to WVWD and the Project Team promptly. TDA will provide optional services to draft necessary presentations or collaborate with WVWD staff to draft any required presentations for meetings. TDA assumes 20 hours will be adequate for this task.

**Deliverable(s):**

- One Kick-off meeting; four progress meetings; and one Public Hearing.

TASK 10: NOTICE OF DETERMINATION

TDA will prepare the Notice of Determination (NOD) for the project and file the NOD with the San Bernardino County Clerk of the Board within five days of project approval by the District for either the IS/MND or a subsequent filing for the Addendum. This task includes payment of County fees and the appropriate CDFW filing fees.

**Deliverable(s):**

- File NOD with State Clearinghouse and County Clerk, including CDFW and County administrative filing fees

TASK 11: SAN BERNARDINO NATIONAL FOREST

We are providing an additional task to comply with NEPA requirements for this project as the Project will encroach on San Bernardino National Forest land for grading activities to support the development of the reservoirs. This would include corresponding with San Bernardino National Forest and District staff, as well as working with San Bernardino National Forest to determine and ultimately prepare the appropriate NEPA compliance. TDA assumes up to 20 hours for this task.

**Deliverable(s):**

- Any requested hard copies and one digital copy in PDF of the Final NEPA Compliance Document, Screencheck(s) of the NEPA Compliance Document, where required.

**FEE SCHEDULE**

**Labor:** Time spent on behalf of a client will be charged as follows:

Environmental Specialist I	\$150/hour
Environmental Specialist II	\$105/hour
Environmental Specialist III	\$85/hour
Admin / WP / Graphics	\$50/hour
Legal Expert Witness	\$225/hour

**Other Direct Costs:** All other direct costs (travel, supplies, printing, subcontracts, etc.) are charged at actual cost plus a 10 percent management/handling charge. Mileage will be billed at \$0.56 per mile. No surcharge for work completed by subconsultants will be charged as part of this contract.

The following are the fees for implementing the above tasks.

Tasks	Task Description	Addendum	Initial Study
Task 1	Project Management and Administration Environmental Specialist I or II at appx. 10-15 hours	\$1,500	\$2,000
Task 2	Project Description Environmental Specialist I or II at appx. 10 hours	\$1,500	\$1,500
Task 3	Technical Analyses and Modeling		
Task 3A	Air Quality and Greenhouse Gas	\$3,500	\$3,500
Task 3B	Cultural Resources Report	\$6,500	\$6,500
Task 3C	Biological Resources Report and Jurisdictional Delineation	\$8,000	\$8,000
Task 4A	Screencheck Draft Addendum Environmental Specialist I or II at appx. 20-25 hours	\$3,000	-
Task 4B	Screencheck Draft IS/MND Environmental Specialist I or II at appx. 40-50 hours	-	\$6,000
Task 5 <sup>1</sup>	Public Draft IS/MND Environmental Specialist I or II at appx. 10 hours	-	\$1,000
Task 6 <sup>1</sup> & 7 <sup>1</sup>	Responses to Comments and MMRP Environmental Specialist I or II at appx. 10 hours	-	\$2,000
Task 8	Delivery of Final CEQA Package Admin / WP / Graphics at appx. 15 hours	\$1,000	\$1,000
Task 9	Meetings and Public Hearings Environmental Specialist I or II at appx. 15-20 hours	\$2,000	\$3,000
Task 10	Notice of Determination Addendum IS/MND	\$50	\$2,530.25
Task 11	San Bernardino National Forest NEPA Requirements Environmental Specialist I or II at appx. 20 hours	\$3,000	\$3,000
Total		\$30,050	\$40,030.25

Note: <sup>1</sup> Does not apply to the Addendum Budget

The final fee of \$40,030.25 above is considered the “not to exceed” amount of this proposal, with the understanding that the costs may vary depending on the method by which we ultimately use to comply with CEQA. As such, where tasks are not applicable, the budget will decrease to exclude those funds from the proposal.

**SCHEDULE**

ADDENDUM

- Day 1: Authorization to proceed / Kickoff Meeting
- Day 20: Draft project description submitted for review
- Day 50-80: Technical studies delivered
- Day 85: Draft Addendum delivered for internal review
- Day 100: Addendum finalized and can be adopted by the District Board anytime thereafter

SUBSEQUENT IS/MND

- Day 1: Authorization to proceed / Kickoff Meeting
- Day 20: Draft project description submitted for review
- Day 30: AB 52 consultation initiated
- Day 50-85: Technical studies delivered
- Day 90: Draft IS/MND delivered for internal review
- Day 100: IS/MND comments received
- Day 110: IS/MND published and 30-day review initiated
- Day 140: Close of comment period
- Day 150: Draft Final IS/MND package submitted for review
- Day 160: Final IS/MND submitted

TDA anticipates that CEQA compliance for this project will require about 3 to 5 months, due to the amount of time required to obtain records necessary to compile the cultural resources report (2 months for San Bernardino County due to COVID-19 restrictions), and barring any problems or issues with completion of the AB 52 consultation process, which consists of mandatory consultation with local Native American tribes regarding "traditional tribal resources." TDA anticipates that the NEPA compliance for this project will occur concurrently with the CEQA analysis should it be required. It may require an additional one or two months to complete beyond the CEQA process depending on the communication and speed at which the San Bernardino National Forest can process the NEPA compliance for the project.

District Board Adoption can occur at any time after Day 100 for an Addendum or Day 160 for a Subsequent IS/MND. This schedule is tentative, and the duration may be less than or greater than the above amount, though it is anticipated that the project would take less than the estimated 160 days based on our experience with previous reservoir development projects in the past.

**CONCLUSION**

TDA accepts WWD’s Agreement for Professional Services, insurance and indemnity requirements. TDA appreciates the opportunity to submit this letter proposal to the District. Should you have any questions or wish to discuss any of the preceding proposal details, please do not hesitate to contact me.

This proposal is valid for 100 days beyond the RFP deadline date of June 30, 2021



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

The fee estimated for Biological and Environmental Consulting Services for Zone 8-3 and Zone 8-4 Reservoirs Project is **\$40,030.25**.

<b>DESCRIPTION</b>	<b>COST</b>
Task 1 – Project Management and Administration	\$2,000.00
Task 2 – Project Description	\$1,500.00
Task 3 – Technical Analyses and Modeling	
Task 3A – Air Quality and Greenhouse Gas Emission	\$3,500.00
Task 3B – Cultural Resources Report	\$6,500.00
Task 3C – Biological Resources Assessment	\$8,000.00
Task 4 – Screencheck Draft IS/MND	\$6,000.00
Task 5 – Public Draft IS/MND	\$1,000.00
Task 6 & 7 – Responses to Comments Mitigation Monitoring and Reporting Program	\$2,000.00
Task 8 – Delivery of Final CEQA Package	\$1,000.00
Task 9 – Meeting and Public Hearings	\$3,000.00
Task 10 – Notice of Determination IS/MND	\$2,530.25
Task 11 – SBNF NEPA Requirements (Optional)	\$3,000.00
<b>Total Cost</b>	<b>\$40,030.25</b>

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

**SCHEDULE**

**The tentative design schedule for the Biological and Environmental Consulting Services for Zone 8-3 and Zone 8-4 Reservoirs Project is attached on the proposal.**



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

**DATE:** July 14, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal , General Manager  
**SUBJECT:** I-10 CEDAR AVENUE INTERCHANGE IMPROVEMENT PROJECT:  
 PROFESSIONAL ENGINEERING SERVICES AMENDMENT NO. 2

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**BACKGROUND:**

West Valley Water District (“District”) proposes to design for the Development of Construction Bid Documents for Water Main Replacement, Construction Management, and Inspection Services for the Interstate 10 Cedar Avenue Interchange Improvement Project (“I-10 Cedar Avenue Interchange Improvement”). The I-10 Cedar Avenue Interchange Improvement Project is required by the San Bernardino County Transportation Authority (“SBCTA”) and San Bernardino County, in cooperation with the California Department of Transportation and the Federal Highway Administration, to improve the I-10/Cedar Avenue interchange in the unincorporated community of Bloomington. The proposed project will widen the Cedar Avenue Overcrossing Bridge (“Cedar Avenue Bridge OC”), Union Pacific Railroad (“UPRR”)/Cedar Avenue Overhead Bridge (“Cedar Avenue Bridge OH”), Cedar Avenue, and modify the existing entrance and exit ramps to improve the turning maneuverability and storage capacity. The widening of the I-10 Cedar Avenue Interchange Improvement Project is of critical importance to SBCTA and WVWD to reduce traffic congestion at the interchange. Construction is scheduled to begin in August 2021.

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

**DISCUSSION:**

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

On February 18, 2021, the Board of Directors approved Task Order No. 1 Amendment No. 1 perform the additional design, construction management, inspections services, and survey staking for site improvements on Valley Boulevard outside the scope of work required by Caltrans.

On June 30, 2021, MBI submitted a proposal for additional funds required to modify the plans as requested by Caltrans. The additional design services include completing AutoCAD surface files, incorporating a monitoring and alarm system for two (2) vaults on the bridge, vault waterproofing measures, vault drain lines, additional structural plan views, flexible joint placement, and structural coordination. Attached as **Exhibit A** is a copy of Task Order No. 1 Amendment No. 2, which includes the proposal received by MBI to modify the plans to cover the cost for the additional work.

**FISCAL IMPACT:**

The funds related to this project will be reimbursed to WVWD once the Utility Agreement is executed with SBCTA, therefore no ratepayer funds will be utilized. The cost to perform the additional design services for the I-10 Cedar Avenue Interchange Improvement Project as proposed by MBI is \$51,575.00.00. This item is included in the Fiscal Year 2021/22 Capital Improvement Budget under the W19055 I-10 Cedar Avenue Interchange Project with an available budget of \$2,500,000.00.

**STAFF RECOMMENDATION:**

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

RG:ls

**ATTACHMENT(S):**

1. Exhibit A - Task Order No. 1 Amendment No. 2 with Michael Baker Internat..\_

# EXHIBIT A

**AMENDMENT NO. 2 TO TASK ORDER NO. 1**

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

This Amendment No. 2 (“Amendment”) is executed this 5<sup>th</sup> day of August, 2021, by and between West Valley Water District, a public agency of the State of California (“District”) and Michael Baker International (“Consultant”).

**RECITALS**

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

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

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

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

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

**APPROVED AS TO FORM:**

**TAFUYA LAW GROUP, APC**

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

**CONSULTANT:**

**MICHAEL BAKER INTERNATIONAL**

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

**EXHIBIT "1"**  
**TO**  
**AMENDMENT NO. 2 TO TASK ORDER NO. 1**  
**SCOPE OF SERVICES**

**Scope:**

- 1. Additional design services per the attached letter proposal dated June 30, 2021. The letter and supporting documents are incorporated by reference to this Amendment.**



June 30, 2021

JN 181262

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

Subject: Amendment No. 2 for Task Order No. 1, I-10 Cedar Avenue Interchange Improvements, Project No. W19055

Dear Ms. Perez,

The focus of this letter is for your approval of Amendment No. 2 for Michael Baker's additional design services relating to the Cedar Avenue Interchange Improvements. These represent work items that are beyond the original scope and fee quoted in the original project proposal. Each item is described in detail below.

#### **Task 2-1: Surface File Creation (Phase 1)**

Michael Baker's design fee was based on the assumption that Caltrans would provide a complete and useable surface file representing the project conditions. Caltrans was not able to provide a complete surface file for the project design. Michael Baker has received piecemeal portions of survey contours and information and have not received source data that would allow a surface to be imported into AutoCAD. As such, Michael Baker must prepare a complete surface using multiple data source that will be electronically stitched together for the water line profiles.

Michael Baker will coordinate with and procure the remaining survey source data from Caltrans and create a surface profile. This profile will be limited to the contour data provided with one-foot intervals and will not have available surface data in increments of less than one foot that is often provided in an aerial survey topographic surface.

#### **Task 2-2: Alarm System (Phase 1)**

Caltrans has requested the incorporation of monitoring and alarm system to detect water intrusion for the two vaults located to the south of the OH bridge. This system is to include water level monitoring, a remote dialer system, an alarm, and solar battery power.

Michael Baker will evaluate two separate technologies and will incorporate a water alarm system on the Drawings and into the specifications as necessary. The design sheets will include the locations for the panels, conduits, and appurtenances. A wiring diagram will be provided based on the equipment specified. This system will serve the southernmost two vaults only.

### **Task 2-3: Vault Water Proofing Measures (Phase 1)**

Caltrans requested that Michael Baker incorporate water proofing measures into the vault design for the concrete vaults for the flexible joints.

Michael Baker will incorporate water stops into the joint designs, specify waterproofing coating requirements for the vaults, and develop detail(s) to seal pipe penetrations using pipe boots, link seals, gaskets, or other appropriate means to help waterproof the vault structure.

### **Task 2-4: Vault Drain Lines (Phase 1)**

Caltrans has requested improved vault drains beyond the typical gravel pack drain for condensate and nuisance water. The southernmost vaults are required to include gravity drain lines originating from the vaults and draining to a proposed storm drain collection structure approximately 400 feet to the south. The other vaults will require drains on to the freeway are below, with piping extending down the abutment and crossing through the wall below the bent.

Michael Baker will add a profile alignment for this drain line and provide a profile elevation of the drain and evaluate the drain for conflicting utilities. Details for drain connection to the vault and storm drain structure will be provided. Details for the other drain lines through the structural wall will be evaluated and shown on the drawings.

### **Task 2-5: Additional Structural Plan Views (Phase 1)**

Caltrans has requested that partial plans of the bridge structural reinforcing members be shown to indicate the spacing. The original Michael Baker fee assumed that typical connection would be shown, and spacing requirements noted, as has been provided in other, similar project with Caltrans.

Michael Baker will prepare partial plan view drawings with section elevations for the structural members and indicate the spacing and locations on the partial plans.

### **Task 2-6: Flexible Joint Placement and Structural Coordination (Phase 1)**

Michael Baker had assumed that Caltrans would accept the approach to place vaults at the abutments without extensive questioning or discussion for the approach. The approach used in this project was assumed to be pre-approved because it's described in a published Memo to designers by Caltrans. However, due to the cellular fill and specifics around this project, additional effort was required to provide support for ongoing discussion and addressing comments received from multiple sources at different times. The coordination with Caltrans has increased the structural design team's effort by approximately 10%.

### **Task 2-7: Additional Project Management (Phase 1)**

The number of meetings, calls, and discussion with the project team has exceeded the number of workshop calls and coordination effort originally anticipated. Furthermore, the receipt of multiple streams of comments received at various time by various reviewers was not anticipated and has created inefficiencies in tracking comments. Michael Baker requests that an additional 40 hours of management time be included to staff to continue supporting project management activities, including calls with Caltrans and WVWD, sorting and tracking comments, and the preparation of separated invoices for approval by SBCTA. These hours will be divided amongst senior staff.

### **Task 2-8: Revised Structural Calculations (Phase 1)**

Michael Baker performed the initial structural calculation using seismic values based on the specific project location, which is standard practice. Caltrans reviewed the calculations and provided comments, and the calculation were finalized. However, and there complete of the final calculations and after the 90% Drawing submission, Caltrans requested that Michael Baker revise the final calculation package using alternate seismic values specified by Caltrans.

Michael Baker will revise the structural calculation package and prepare a revised final calculation package using the alternated seismic values as instructed by Caltrans. No change to the drawings are anticipated to be required based on the changes.

### **Further Work Items – Still Under Evaluation**

During the last design review meeting, a comment from the Caltrans bridge engineer was discussed. This comment was regarding the need for the casing to accommodate the vertical curve profile of the bridge. Caltrans further disclosed that the final bridge curvature and manufacture of the steel girders will be based on field conditions and will be required to match the existing bridge. This introduces some level of uncertainty in the exactness of the spacing between the structural support members.

The bridge design was already too tight to accommodate the required 20-inch steel casing commonly used for a 12-inch steel water line. This was overcome using an 18-inch casing, which requires the use of low-profile pipe joints and low-profile casing spacers, and will prevent the use of mortar repair hand holes, requiring centrifugally applied repair mortar in the pipe. This installation was design with only 3/4-inch of space to accommodate construction tolerances. After another review of the drawings, with the added information that field adjustments will be made, we feel that this additional information introduces more risk and we further discussions are required to find a solution that accommodates the bridge design intent to introduce adjustments during construction.

Ms. Bertha Perez, PE  
West Valley Water District  
Page 4

June 30, 2021

As of 6/30/2021, Michael has revised the Phase 1 design drawings to accommodate the curvature of the bridge using deflected joints in the pipe and casing. However, until this design has been accepted by Caltrans, further work could be incurred to accommodate requests by Caltrans to modify the design from a typical installation to meet unknown or undisclosed preferences for this project.

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

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



Miles Costanza, PE

**FEE TABLE**  
 I-10/Cedar Ave Amendment 2

	Approximate Person Hours											Total Estimated Hours	Labor Cost	Direct/Repro Subcontract Costs	Total Estimated Fee		
	Principal Manager	Project Manager	Senior Engineer	Project Engineer	Senior Surveyor	Electrical Manager	Electrical Designer	Structural Manager	Structural Engineer	Structural Designer	Structural Designer						
	\$ 280.00	\$ 220.00	\$ 195.00	\$ 165.00	\$ 185.00	\$ 225.00	\$ 130.00	\$ 245.00	\$ 225.00	\$ 130.00	\$ 130.00						
<b>Amendment 1</b>																	
Task 2-1: Surface File Creation		2		4	80										\$ 15,900.00	\$ -	\$ 15,900.00
Task 2-2: Alarm System			2	8		4	16								\$ 4,690.00	\$ -	\$ 4,690.00
Task 2-3: Vault Water Proofing Measures		2	2	4				1	4	8					\$ 3,235.00	\$ -	\$ 3,235.00
Task 2-4: Vault Drain Lines		2	8	42											\$ 8,990.00	\$ -	\$ 8,990.00
Task 2-5: Additional Structural Plan Views			2					4	4	32					\$ 6,430.00	\$ -	\$ 6,430.00
Task 2-6: Structural Coordination		1						4	6	8					\$ 3,590.00	\$ -	\$ 3,590.00
Task 2-7: Additional Project Management		20	10					10							\$ 8,800.00	\$ -	\$ 8,800.00
Further Work Items Under Evaluation																	
<b>AMENDMENT 2 TOTAL:</b>	<b>0</b>	<b>25</b>	<b>24</b>	<b>58</b>	<b>80</b>	<b>4</b>	<b>16</b>	<b>19</b>	<b>14</b>	<b>48</b>	<b>48</b>	<b>288</b>	<b>\$ 51,575.00</b>	<b>\$ -</b>	<b>\$ 51,575.00</b>	<b>\$ -</b>	<b>\$ 51,575.00</b>

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

The fee estimated for additional design services, construction management, inspection services, and survey staking is **\$51,575.00**.

<b>TASK NUMBER</b>	<b>TASK DESCRIPTION</b>	<b>COST</b>
2-1	Surface File Creation	\$15,900.00
2-2	Alarm System	\$4,690.00
2-3	Vault Water Proofing Measures	\$3,235.00
2-4	Vault Drain Lines	\$8,930.00
2-5	Additional Structural Plan Views	\$6,430.00
2-6	Structural Coordination	\$3,590.00
2-7	Additional Project Management	\$8,800.00
<b>Total Cost</b>		<b>\$51,575.00</b>

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

**SCHEDULE**

Schedule to be determined by District staff.



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

**DATE:** July 14, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal , General Manager  
**SUBJECT:** TCP IMPACT AND SOLUTION STUDY

---

**BACKGROUND:**

1,2,3-Trichloropropane (TCP) is a manmade chemical that was an impurity in soil fumigants used historically in the local agricultural industry. As a result of high TCP levels, Wells 16 and 17 have become stranded assets until a treatment solution is identified and implemented.

Staff recommends the District bring on a consultant to assist the District to perform a “TCP Impact and Solution Study.” The general goals of the Study are to evaluate the impact caused by TCP, identify the solution to recover the stranded assets (Wells 16 and 17), and assess the capital and operation and maintenance needs to implement such solution.

**DISCUSSION:**

Staff prepared and issued a Request for Proposals (RFP) for the TCP Impact and Solution Study. The RFP was received by 7 consultants and in response, the District received 3 proposals. The proposals were ranked as follows:

Rank	Firm	Scoring (out of 100)	Proposed Costs for Non-Optional Tasks
1	Stantec	96.5	\$42,531
2	GHD	79	\$80,021
n/a	Provost & Pritchard	Proposal rejected due to tardy submittal	

Both Stantec and GHD are highly qualified civil engineering firms with expertise in water treatment. Staff has also had the opportunity to work closely with both firms and have appreciated the high caliber of each firm’s services. For this particular project, however, Stantec demonstrated more TCP-specific experience and as a result, are being recommended to be retained to perform the TCP Impact and Solution Study for the District. The scoring of the proposals are per the attached **Exhibit A**. Attached as **Exhibit B** is Stantec’s proposal.

**FISCAL IMPACT:**

This Study was budgeted in the Fiscal Year 2021/22 Capital Improvement Budget as “Wells 16 & 17



Water Treatment Scoping Study” in an amount of \$50,000. The proposed costs to retain Stantec to perform the Study are within the budgeted amount.

**STAFF RECOMMENDATION:**

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

SM:vj

**ATTACHMENT(S):**

1. Exhibit A - Scoresheet
2. Exhibit B - Stantec Proposal

# EXHIBIT A

**Proposal Evaluation Scoresheet**  
**Project: TCP Impact & Solution Study**

July 7, 2021

Proposal Evaluation Raters: Van Jew and Joanne Chan

Rating Criteria	Max Points	Rater #1		Rater #2		Combined Average Score	
		GHD	Stantec	GHD	Stantec	GHD	Stantec
Qualifications & experience of project team members, relevant past performances and experience of the firm specific to TCP studies	40	30	40	35	38	32.5	39
Experience of project team & firm working with legal counsel in matters related to TCP	30	25	30	23	25	24	27.5
Ability of the consultant to meet project schedule	10	10	10	10	10	10	10
Proposed fees & cost and estimated labor hours, and other anticipated costs	20	10	20	15	20	12.5	20
<b>TOTAL POINTS</b>	<b>100</b>	<b>75</b>	<b>100</b>	<b>83</b>	<b>93</b>	<b>79</b>	<b>96.5</b>

## EXHIBIT B



West Valley Water District

# Proposal for Engineering Consulting Services-TCP Impact and Solution Study

June 30, 2021



June 30, 2021

Mr. Van M. Jew, PE  
West Valley Water District  
855 W. Base Line Rd., Rialto, CA 92376

**Reference:** Proposal for Engineering Consulting Services – TCP Impact and Solution Study

Dear Mr. Jew:

As with many agencies, the West Valley Water District (WVWD) faces competing challenges to deliver safe, reliable water supply to their customers. Among these challenges is the State of California's drinking water regulation for 1,2,3-Trichloropropane (TCP) which imposes a maximum contaminant level (MCL) of 5 parts per trillion (ppt) for TCP. We understand WVWD's goal is to evaluate the TCP impact on their groundwater facilities, as these facilities play a key role in meeting customer water demand, and to determine the best and most cost-effective solution to address this problem.

Stantec is pleased to submit this proposal to West Valley Water District (WVWD) for professional engineering consulting services for a TCP impact and solution study. Below are the highlights of what we will bring to WVWD for this project.

- **WELL ESTABLISHED LOCAL KNOWLEDGE WITH EXPERIENCE IN TCP TREATMENT.** Our project lead, **Jim Borchardt, PE**, has more than 41 years of engineering experience in the planning and design of water treatment systems, including more than 30 years of experience with GAC facilities for both ground and surface water. Our project manager, **Connie Adera, PE**, as well as **Tyler Hadacek, PE**, **Atosa Vahdati Nikzad, Ph.D.**, and **Kyleen Marcella, EIT**, has been actively involved in four groundwater remediation and TCP design projects in the past three years including Monte Vista, Chino Basin, Graves Reservoir and San Fernando Valley. Our team consulted with legal counsel on the Monte Vista project related to on-going TCP litigation and will work with WVWD's legal team similarly.
- **IN- HOUSE, LOCAL DESIGN CENTER.** Our entire team resides in our Pasadena office, including the Technical Lead, Project Manager, Project Engineer, Senior Engineer, and design support staff. This will have a direct benefit to WVWD, due to our ability to coordinate easily and respond quickly. We can assemble a team meeting on 30 min notice and have our discipline engineer on-site in one hour.
- **FAST SCHEDULE.** We will work to complete our services in an efficient and timely manner. We anticipate the work will require no more than 3 months to complete, and we will finish the study well before December 2021. In our previous project in Monte Vista, we completed the project within 10 weeks of the notice to proceed, while maintaining a very high quality of work.
- **GREAT VALUE.** By keeping the schedule short and leveraging our work on previous similar projects we will be efficient in our effort. We propose to complete the work under an hourly rate agreement and will not exceed the sum of \$ 42,531.00 without prior written authorization. We have included an Hourly Rate Schedule for all personnel that may work on the project. We will keep you informed of the budget status and inform WVWD in writing when 80% of the budget is expended.

On the following pages you will find a summary of our understanding of the project, our proposed project team, scope, schedule, references, and fee. Supporting details are also provided in the following pages. We have reviewed your proposed RFP/contract terms and believe that should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you. We will comply with all insurance requirements as shown on the insurance checklist in the RFP. This proposal shall remain valid for 90 days.

We look forward to developing our working relationship with West Valley Water District and will collaborate with WVWD staff to produce a cost-effective TCP Impact and Solution Study. We share WVWD's goals of providing safe and reliable production of potable water that meets regulatory and customer needs.

As a team with roots in California, we love to help our community succeed!

Sincerely,

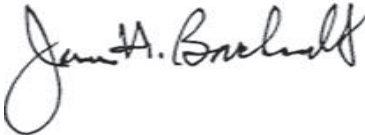


**Connie Adera**

PE | Project Manager

(626) 568\_6111

[connie.adera@stantec.com](mailto:connie.adera@stantec.com)



**James Borchardt**

Vice President | Water Technology Director

(626) 568\_6283

[James.borchardt@stantec.com](mailto:James.borchardt@stantec.com)

# TABLE OF CONTENTS

1	Cover Letter <i>pg. 0</i>
2	Firm Background <i>pg. 1</i>
3	Project Understanding and Approach <i>pg. 3</i>
4	Scope of Work <i>pg. 8</i>
5	Additional Information <i>pg. 10</i>
6	Cost/Fee Schedule <i>pg. 13</i>
7	Project Schedule <i>pg. 15</i>
8	Acceptance Agreement <i>pg. 16</i>
A	Appendix A: Resumes <i>pg. 17</i>



## 2

# Firm Background

Our wellhead treatment systems experience covers nearly the entire southern California region, providing feasibility, preliminary, and final designs, as well as construction support services. We offer operationally optimal designs that become cost-effective solutions.

## Our Team

The Stantec community unites approximately 17,000 employees working in over 400 locations across 6 continents. Our local team is based in Pasadena, and we have the specific technical expertise you are seeking for the TCP impact and solution study.

Our local engineering team has direct experience in evaluating TCP solutions as well as design and implementation of treatment systems.

Our comprehensive local experience in the greater Los Angeles County area makes us ideally suited for this project. We have been serving the local community since 1945 and are committed and eager to continue our services.

We specialize in planning, feasibility studies, and implementation of potable water systems, including wells, wellhead treatment, and conveyance facilities. Specific to your project, our team incorporates water treatment and conveyance experts with proven design expertise for both our industrial and municipal water clients.

Our Pasadena office is located just 60 minutes from your office, so we can respond quickly to your requests. In addition to providing exceptional expertise and being responsive to your needs, Stantec uses our well-established Project Management Framework and Control Procedures to ensure that your project stays on track.

**James (Jim) Borchardt, PE** will serve as Technical Lead for completion of the TCP evaluation, and Study. Jim has more than 43 years of engineering experience in the planning and design of water treatment systems, including more than 30 years of experience with GAC facilities for both ground and surface water. He is based in our Pasadena Office and serves as the Director of Water Technology in southern California. He has planned and designed more than two dozen GAC projects, ranging in size from 0.5 to 80 mgd. Jim will actively lead the Study, participate in all meetings, and will not be replaced without WVWD approval.

Our project manager, **Connie Adera, PE** will control the overall work effort. She will be supported by project engineer **Tyler Hadacek**, facility planner **Kyleen Marcella**, and treatment engineer **Atosa Vahdati Nikzad**, all of whom are local to our Pasadena office. Our Project team is illustrated in Figure 2. Connie will be supported by

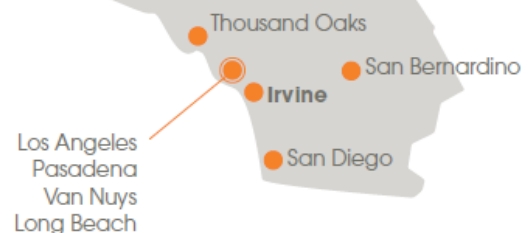
With 28 offices in California, we have the depth of resources and availability to immediately support your project.

230+

Water specialists  
in California

75+

Water specialists in  
LA and Orange  
County



an experienced team that has worked together on many recent projects, as reflected in the list of similar projects below.

Tyler Hadacek, PE, Sarah Garber, PMP, CCP, Atosa Vahdati Nikzad, Ph.D., EIT, and Kyleen Marcella, EIT have been selected for this project team based on their expertise and availability to complete the work within 3 months. We will complete the work on-time and all of the work will be performed and administered out of our local Pasadena office. Resumes for the full team are provided in Attachment A.

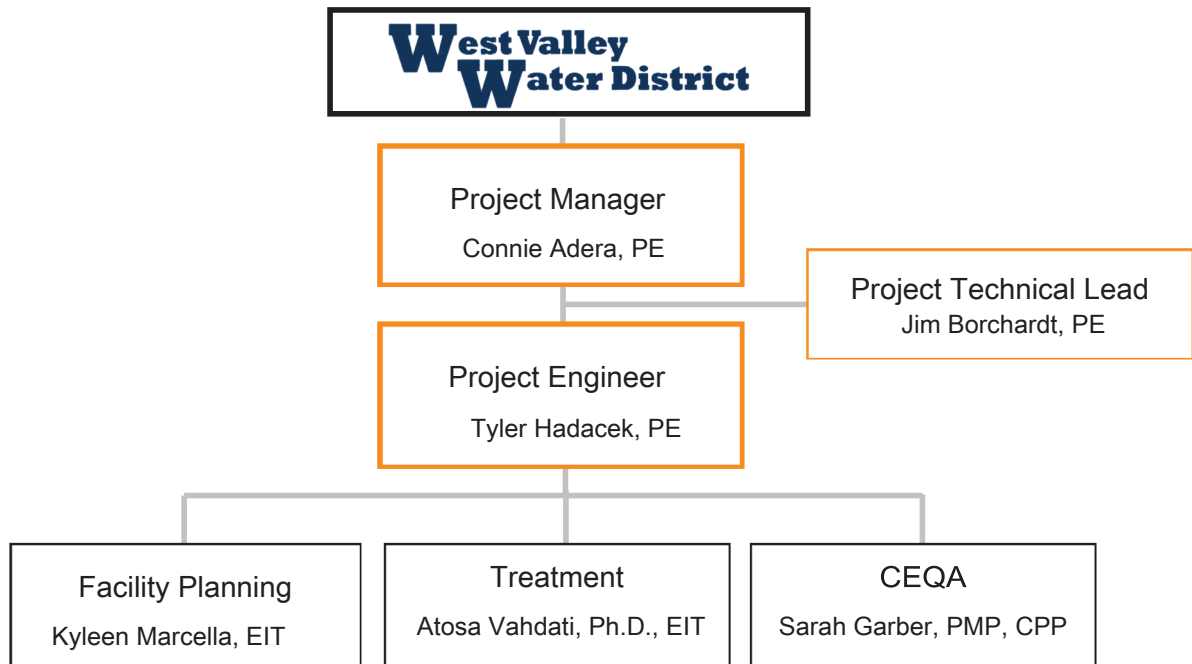


Figure 2—Team Organization

# 3 Project Understanding and Approach

## Background

1, 2, 3-Trichloropropane (TCP) is a manmade chlorinated hydrocarbon. TCP was used as a cleaning and degreasing solvent in certain limited industrial settings, but most TCP occurrence in groundwater in California has been attributed to past use of certain soil fumigants that contained TCP as an impurity. In California, TCP has been found in numerous drinking water wells and is recognized as a potential cancer-causing substance. As a result, on July 18, 2017, the California State Water Resources Control Board adopted a new primary MCL of 5 part per trillion (ppt) for TCP.

Various treatment technologies have been evaluated for the removal of TCP. Biological treatment could be considered and has the advantage of removing other compounds such as nitrate and perchlorate if those compounds were present. However, biological treatment is a complex process that requires constant flow conditions and additional operational considerations to ensure the system is operating properly. Other TCP removal technologies include air stripping and reverse osmosis, although they have not shown to be as effective at complete TCP removal and have high capital and maintenance costs. Granular activated carbon (GAC) removes the totality of the compound and is considered the Best Available Technology (BAT) by the EPA and California.

WVWD has been monitoring for TCP for several years and 1,2,3-TCP has been detected in two of WVWD's groundwater facilities, Wells 16 and 17. As a result of TCP detection these wells are stranded assets until a treatment solution is identified and implemented. The TCP Impact and Solution Study is proposed to evaluate the impact caused by TCP, identify solutions to recover Wells 16 and 17, and assess the capital and O&M needs to implement the proposed solution. The production values and the detected TCP levels are as listed in Table 1.

Table 1 – Wells 16 and 17th Production and TCP levels

Well	Production (gpm)	Groundwater Basin	Second quarter 2021 TCP result (ppt)
16	1600	Rialto	1.1
17	1600	Rialto	7.1

The study goals are:

1. Evaluate Impact to WVWD (lower water supply, water supply reliability, reliance on more expensive water source).
2. Identify best solution to recover stranded assets (if treatment, biological, GAC, etc.)
3. PDR level evaluation: Feasibility, challenges, site/project layout, permits/CEQA, schedule, capital costs, and O&M costs. Prepare a document suitable to support facility design.

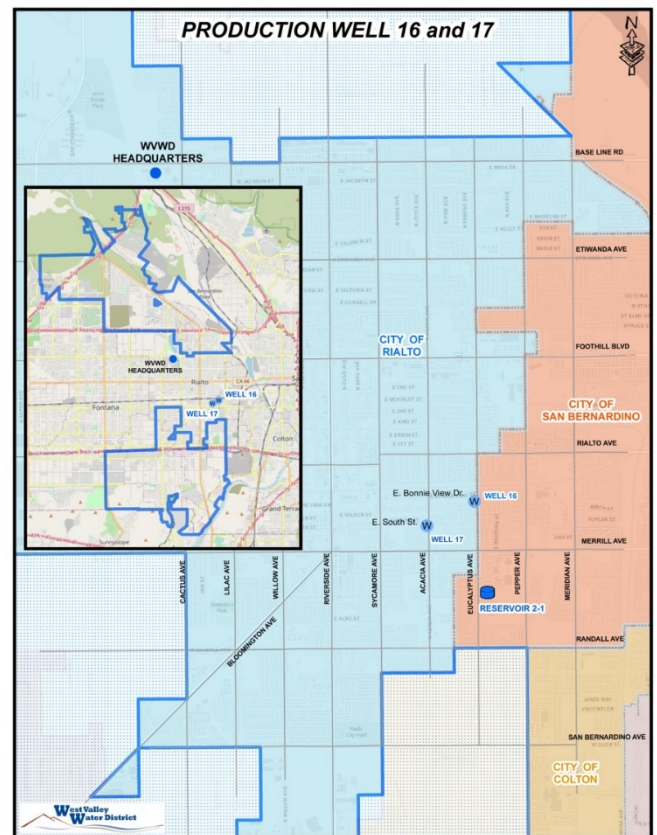


Figure 1 – Wells 16 and 17 with TCP concentration above the proposed MCL.

## Approach

Stantec will determine the most appropriate and cost-effective approach for improving the impacted wells and compliance with the proposed TCP regulation. Stantec will review the WVWD's historical data, including wells flows, water quality, maps, and engineering drawings, to identify the demand and assess the level of TCP impact and document this accordingly. Through site-specific evaluation of each well and options for combined treatment, our team will assess the best and most cost-effective solution for addressing the TCP.

Although dilution is a non-treatment alternative that has been used in the past, it is not proposed in this project. We will consider the treatment options and suggest the best configuration and infrastructure needs at each location. The locations for new facilities, costs, and implementation schedule will be determined along with and including CEQA and permitting requirements.

At least two treatment options are apparent – GAC treatment, and biological treatment which could possibly be combined with perchlorate treatment at Reservoir 2 to replace or supplement existing IX treatment for perchlorate. We will provide a high-level evaluation and receive input from WVWD on their biological treatment experience in addition to other factors when considering the options. In previous studies, we have found that GAC is the best and most cost-effective technology when others are not already present.

If GAC adsorption is chosen, the treatment requirement will be proposed to reduce the TCP to levels below the MCL. GAC treatment for groundwater is achieved in vertical pressure vessels. As a minimum, two vessels are arranged in series (lead-lag), allowing water quality to be monitored after the first vessel, with assurance that the second vessel removes any TCP that breaks-through during operation when the GAC in the first vessel is exhausted. The GAC can then be replaced in the first vessel, and the vessels switched, so the first vessel becomes the second vessel (lag vessel) providing flexibility in operation and maintenance of the vessels. Suppliers typically provide the two vessels as a system, including interconnecting piping and operating valves, and will enter into agreements for periodic GAC replacement. The time to GAC exhaustion varies depending on many factors, but for TCP, it is typically on the order of years.

GAC vessels are typically fabricated with the following sizes:

- 10 feet diameter vessel, 20,000 lbs of carbon
- 12 feet diameter vessel, 20,000 lbs of carbon
- 12 feet diameter vessel, 40,000 lbs of carbon

Vessels of different size (both diameter and height) can be used to best fit an available site. Two, standard 12-foot diameter vessels are capable of treating roughly 1 mgd (700 gpm), so for the size systems being considered at Wells 16 and 17, typically 3 or 4 trains of two (six to eight vessels) with 20,000 lbs of carbon per vessel, or 2 trains of two (4 vessels) with 40,000 lbs of carbon per vessel would be needed for each well. The minimum footprint for these vessels would be approximately 40 ft x 40 ft for a two train, four vessel system; 40 ft x 60 ft for a three train, six vessel system; or 40 ft x 80 ft for a four train, eight vessel system. The maximum height of these vessel systems is typically 15-16 ft for 20,000 lbs and

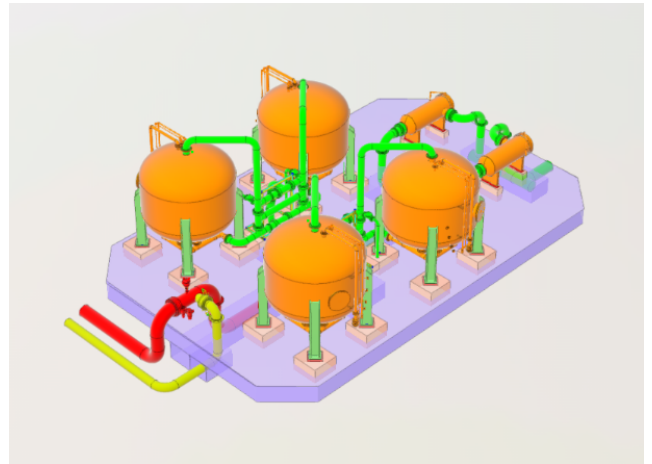


Figure 3 – Model of two trains treatment facility with lead-lag vessels.

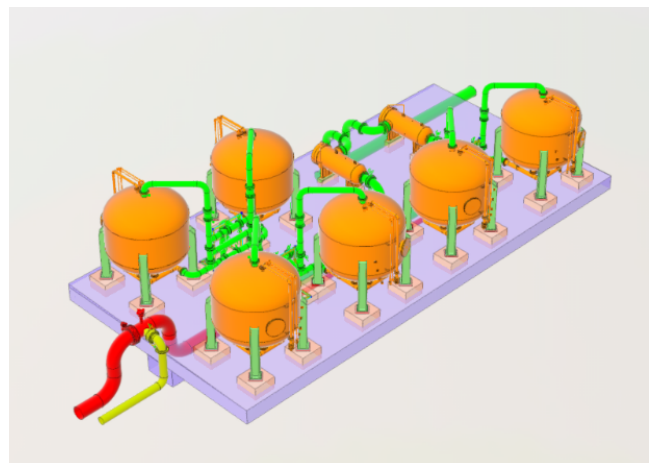


Figure 4 – Model of three trains treatment facility with lead-lag vessels.

20-22 ft for 40,000 lbs. Vehicular access to the vessels is needed for GAC replacement, as well as an appropriate discharge point for rinse and carrier water. The EBCT is usually between 8-10 minutes per vessel.

We will look at different alternatives for siting of the treatment vessels. One alternative will be to treat water from each individual well separately for a flow of 1600 gpm at each well location. We will also consider co-locating treatment at the reservoir 2 site for a total flow of 3200 gpm. The sizing for number of trains and vessels will be similar, but all the vessels could be located on one site. The possible design values are listed in Table 2.

Our approach consists of customizing the size, EBCT and number of vessels, type of GAC, replacement period, and pressure loss for the GAC treatment systems at each of the selected sites. We will evaluate piping configurations to collect the impacted wells and route them to the selected treatment sites cost-effectively. Stantec will evaluate the potential piping alternatives at treatment sites and design the layout to provide easy access for delivery and media exchange. Our final technical memorandum will provide sufficient detail for proceeding directly to design, when desired. We will work with the legal team from WVWD to discuss our evaluation and final deliverable. There are well-established suppliers of GAC treatment systems, costs and delivery times can be determined with good accuracy for planning purposes.

Table 2 – GAC Treatment Alternatives

Parameter	Unit	Alt. 1	Alt. 2	Alt. 3	Alt 4
Flow	gpm	1600	1600	1600	3200
Diameter	ft	12	12	12	12
Total Height	ft	15-16	15-16	20-22	20-22
GAC volume per vessel	lb	20,000	20,000	40,000	40,000
Trains		3	4	2	2
Vessels per train		2	2	2	2

## Relevant Experience

Our approach is simple and based on our previous experience, especially with Monte Vista Water District and Chino Desalter Authority and the TCP Treatment Studies we performed with and for them. Below is a brief listing of recent similar types of projects, and a description of our work on them.

Table 3 – Relevant Projects

Client	Project Name	Description	Key Team Members
Monte Vista Water District	TCP Treatment Study	Feasibility/Scoping Study for TCP Treatment Alternatives	Jim Borchardt Kyleen Marcella Tyler Hadacek
Chino Desalter Authority	TCP Treatment Planning Study	Determine GAC treatment requirements and recommend optimal location and phasing for new treatment facilities	Jim Borchardt Kyleen Marcella Tyler Hadacek
Chino Desalter Authority	Well I-18 Wellhead Treatment Review	Review of Preliminary Design Report for Well I-18 Wellhead Treatment System (TCE Removal)	Jim Borchardt
City of South Pasadena	Graves Reservoir Replacement Project and Wellhead Water Treatment	GAC and Ion Exchange treatment systems design and permitting for PCE and nitrate removal	Jim Borchardt Connie Adera Tyler Hadacek Sarah Garber
Los Angeles Department of Water and Power (LADWP)	San Fernando Valley Water Treatment Facility	Advanced Groundwater Treatment Facility Design Build with GAC treatment for TCP and other contaminants	Jim Borchardt Tyler Hadacek Atosa Vahdati Nikzad
Wilson Wellhead Water Treatment Design	South Pasadena	3000-gpm wellhead treatment system design to remove 1, 2, 3 -TCP from the groundwater. The design utilizes GAC for treatment.	Jim Borchardt Connie Adera Tyler Hadacek

# Graves Reservoir Replacement Project and Wellhead IX and GAC Treatment

Client: City of South Pasadena



## Total Installed Cost of Project

\$12,200,000

## Duration of Project

2015—2017

## Relevance to Project

- Groundwater Treatment
- VOCs Removal

## Key Personnel Involvement

Jim Borchardt, Technical Advisor

Tyler Hadacek, Process Engineer

Connie Adera, Engineer/Project Manager

Sarah Garber, Environmental Lead

## Description of Scope

The City of South Pasadena's Graves Reservoir, located in the City of San Marino, was constructed in the early 1900s. This facility contains a 1-million-gallon reservoir, an existing potable water well, a sand filter, chlorination using bulk liquid chlorine, and a pump station which discharges into the distribution system. The reservoir roof has significantly deteriorated and the existing well exceeds the MCL for nitrate and tetrachloroethylene. The City has decided to upgrade the facility by replacing all of the facilities with the exception of the well.

The on-site facilities include two granular activated carbon vessels and an ion-exchange system. This system was selected to remove perchlorate, carbon tetrachloride, and tetrachloroethylene, and nitrate. The treatment facilities were selected to mitigate cost, minimize brine, and decrease maintenance. We included a flow control valve in the design to blend treated water with raw well water to maintain water quality without treating the entire well discharge. An on-site hypochlorite generation system will maintain chlorination requirements by generating a 0.8% sodium hypochlorite solution and pumping downstream of the treatment system.

This project was completed on budget and our team met every scheduled deadline.

# Feasibility/Scoping Study to Construct Granular Activated Carbon Treatment Plants

Client: Monte Vista Water District



## Total Installed Cost of Project

\$10,000,000

## Duration of Project

2016—2017

## Relevance to Project

- Planning Study
- Groundwater Treatment
- 1,2,3-TCP Treatment

## Key Personnel Involvement

Jim Borchardt, Technical Advisor

Kyleen Marcella, Project Engineer

Tyler Hadacek, Quality Review

## Description of Scope

Stantec conducted a feasibility/scoping study for the Monte Vista Water District (MVWD) to help them comply with the new State of California 1,2,3-Trichloropropane (TCP) MCL. The study goal was to determine the most appropriate and cost-effective approach for providing treatment of 10 impacted wells, and compliance with the TCP regulation.

Stantec determined the size, number, type of Granular Activated Carbon (GAC) media, replacement period, and pressure losses for the GAC treatment system at each of the selected sites. Stantec also evaluated piping configurations to collect the impacted wells and route them to the selected sites cost-effectively. Finally, our team made recommendation for additional treatment for nitrate and perchlorate removal at one of the wells. The evaluation included technology selection comparing Ion Exchange (IX), biological treatment, and reverse osmosis; treatment system sizing, and provided an overall project cost, including capital and O&M costs.

# Treatment Studies – Archibald South Plume, Well I-18, and 1,2,3-TCP Planning

Client: Chino Basin Desalter Authority



**Total**

## Installed Cost of Project

\$114,000

## Duration of Project

2014—2017

## Relevance to Project

- Treatment train addressing VOCs and brackish groundwater

## Key Personnel Involvement

Jim Borchardt, Project Manager  
 Kyleen Marcella, Process Engineer  
 Tyler Hadacek, Quality Review

## Description of Scope

Stantec carried out multiple studies for the Chino Desalter Authority to optimize treatment of VOCs by existing brackish groundwater RO treatment systems, by leveraging existing decarbonators and/or adding adsorption processes.

The Archibald South Plume is an area of groundwater in the Chino Basin contaminated with TCE. The Authority is considering expanding their wellfield capacity in a portion of the basin affected by this plume, where the groundwater would supply the Chino II Desalter. Stantec evaluated treatment options for water affected by the plume and built models to project the performance of air stripping, RO, and adsorption processes. This work showed that the existing decarbonator towers used for RO permeate pH control could, with additional packing material, achieve the required TCE removal as well. Optimization of the existing treatment equipment for VOC removal made for an efficient solution.

Several of the wells supplying the Authority's Chino I Desalter are contaminated with 1,2,3-TCP. Stantec led a study of options to treat the water from the wellfield so that it can continue to be used as part of the water supply. The team developed process models for adsorption and air stripping, along with system-level flow and mass balance calculations and cost estimates.

Finally, the Authority is working on the design of a wellhead GAC adsorption system for Well I-18. This well will be extracting water contaminated with various VOCs.

Stantec reviewed the proposed treatment approach and developed adsorption models to predict the performance of the GAC system. This evaluation was used to evaluate breakthrough, changeout rate, and water quality monitoring.

# San Fernando Basin Groundwater Remediation Project

Client: Los Angeles Department of Water and Power



## Total Installed Cost of Project

\$450,000.00

## Duration of Project

2019—Present

## Relevance to Project

- GAC Treatment

## Key Personnel Involvement

Jim Borchardt, Project Manager  
 Tyler Hadacek, Process Engineer  
 Atosa Vahdati Nikzad, Process Engineer

## Description of Scope

The Kiewit/Stantec team is providing Progressive Design-Build services for the San Fernando Groundwater Basin Remediation Project. Our collective objective is to clean up and restore the use of groundwater as a safe, high-quality source of drinking water in the San Fernando Basin through the design and construction of state-of-the-art treatment facilities at two plant sites: the North Hollywood Central Facility and the Tujunga Well Field. When construction is completed in 2022, these facilities are projected to treat more than 25,000 acre-feet of water per year and to protect the quality of groundwater entering the wells in the San Fernando Groundwater Basin. The San Fernando Valley Groundwater Basin is an aquifer that, if clean, can provide drinking water to more than 800,000 Angelenos. Currently, parts of the Basin are contaminated by industrial pollution dating back to the 1940s. Once operational, these facilities will reduce the purchase of imported water by 50% by 2025 and produce 50% of L.A.'s water supply locally by 2035.

Stantec's scope includes the design of conveyance piping, GAC treatment for adsorption of organic contaminants and hydrogen peroxide quenching, and UV Advanced Oxidation for destruction of 1,4 Dioxane, TCE, and PCE.

## 4

# Scope of Work

Stantec will perform the following engineering services:

1. Project Management
  - a. Project administration, consisting of invoicing, filing, budget and schedule tracking, and progress reports.
  - b. Meeting attendance, consisting of a combined kick-off meeting and site tour, two virtual review meetings, one meeting to present results, and up to two virtual meetings with legal counsel.
  - c. Quality control, consisting of independent review of all deliverables prior to submission.
  
2. Data Collection and Review to Evaluate Impact to WVWD
  - a. Effect of stranded wells on lower water supply, water supply reliability, and reliance on more expensive water sources.
  - b. Review of current facilities and operations at wells 16 and 17. The review will consist of historical wells flows, water quality, maps, and engineering drawings, and other similar documents for the treatment plants, wells, and interconnecting piping. It is assumed that this data will be provided by the WVWD at the kick-off meeting.
  - c. Discussion of future plans for the proposed sites or distribution system piping that could influence the configuration of the treatment facilities.
  - d. Discussion of other contaminants in the well water that could influence the treatment facility sizing requirements.
  - e. Discussion of alternative site that might be considered for treatment facilities, in lieu of the two well sites mentioned above.
  
3. Assessment and Facility Planning
  - a. TCP Treatment:
    - i. Identify solution to recover stranded assets including biological, GAC and other viable treatments.
    - ii. Evaluation of site-specific treatment alternatives for TCP reduction in produced water. Dilution will not be considered in this project.
    - iii. With WVWD's input, select the preferred option and prepare conceptual sizing and layouts for the treatment facilities.
    - iv. If GAC is the preferred alternative, determine GAC treatment requirements for reducing 1,2,3-TCP to levels below the proposed MCL, recommended EBCT, media selection, vessel sizing, and pressure loss.
    - v. Determine space, access, and utility requirements for the proposed GAC treatment systems.
    - vi. Evaluate potential piping alternatives to route selected wells to and from the proposed treatment facilities.
    - vii. Evaluate the potential locations for siting of treatment facilities at the each well site and identify the preferred location.



- viii. For the selected sites, develop layouts, and piping configurations and prepare conceptual siting plans for the proposed treatment facilities.
    - b. Identify potential constructability and operational constraints for all proposed new facilities
4. Preliminary Cost Estimate
  - a. Estimate capital and maintenance cost of new treatment facilities. Costs will be evaluated at a conceptual design level for planning purposes only, and an Opinion of Probable Cost (OPCC) Class 5 provided.
5. Environmental/CEQA
  - a. Identify CEQA requirements
  - b. Identify permits requirements for the proposed alternative.
6. Schedule
  - a. Identify an implementation schedule including environmental documents, design, bidding, construction, and commissioning of the treatment facilities.
7. Deliverable - Technical Memorandum (TM)
  - a. Prepare Draft TM presenting findings of the study with preliminary site/project layout plans. It is assumed that WVWD will review the Draft TM within ten (10) working days and provide a set of comments to be incorporated.
  - b. Incorporate WVWD review comments. Prepare and submit Final TM.

Other Services not explicitly identified in RFP scope of work:

8. Meetings with Legal Counsel (included in Task 1, above)
  - a. Consult with WVWD's legal team or firm to understand impacts of this study on lawsuits. Attend up to two virtual review meetings to discuss and incorporate single set of comments and input from legal team or firm into final deliverable. Legal advisory services are not included but only technical engineering consultation with the legal team or firm.

## 5

# Additional Information

Certificates of insurance are included herein in compliance with requirements in the RFP. This is ready for use as Exhibit C upon concluding a mutually satisfactory contract. Resumes are also included as an appendix. No further additional information is included.



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)  
6/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td style="text-align: right;">22276</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Insurance Company	22276	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER A : Berkshire Hathaway Specialty Insurance Company	22276														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012															

**COVERAGES** **CERTIFICATE NUMBER: 17648004** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	47-GLO-307584	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47-UMO-307585	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: ENGINEERING CONSULTING SERVICES FOR TCP IMPACT AND SOLUTION STUDY.

<b>CERTIFICATE HOLDER</b> 17648004 WEST VALLEY WATER DISTRICT ATTENTION: SHAMINDRA MANBAHAL INTERIM GENERAL MANAGER 855 WEST BASE LINE ROAD RIALTO CA 92377	<b>CANCELLATION</b> See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
---	--

Attachment Code: D564542 Master ID: 1415077, Certificate ID: 17648004

Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City, MO 64112

STANTEC CONSULTING SERVICES INC.; 1415077



17648004  
WEST VALLEY WATER DISTRICT  
855 WEST BASE LINE ROAD,  
RIALTO, CA 92377

**Dear Valued Client:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **17648004**. **You must reference this Certificate ID number in order for us to complete this process.**

- ◆ **Certificate ID: 17648004**
- ◆ **Email: [kctsu@lockton.com](mailto:kctsu@lockton.com)**
- ◆ **Subject Line: TSU E-Delivery**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

**NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.**

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies**  
**Technical Services Unit**

Email / Mailing Update - Liability Certificates

## 6

# Cost/Fee Schedule

Services provided by Stantec's personnel in various labor categories will be billed at the following hourly rates (inclusive of salary, overhead, and fee):

Billing Classification	Hourly Rate
Project Principal	\$287
Principal Engineer	\$261
Senior Engineer	\$201
Project Engineer	\$183
Associate Engineer	\$149
Contract Administrator	\$125
Administrative Support	\$117

1. Payment of the invoiced amount for the professional engineering services shall be based on monthly invoices describing the work performed and expenses incurred during the preceding month.
2. Non-salary expenses and outside services attributable to the Project shall include:
  - Living and traveling expenses including mileage of employees when away from the home office on business connected with the Services
  - An associated project cost ("APC") rate for telecommunications, postage, computers, word processors, incidental photocopying, and related equipment in the amount of \$9.50 per labor hour
  - The identifiable costs of reproduction, printing and binding applicable to the Project
  - Mileage per IRS guidelines (currently \$0.56 per mile for 2021); and
  - The actual cost of outside and subcontracted services, and other direct costs identifiable to the Project will be charged at the above stated cost, plus 10 percent markup to cover overhead, administration, other indirect costs and profit.
3. Payment shall be due within 45 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
4. Above rates are valid for the year 2021. A 3% fee escalation will be applied to the above hourly rates on January 1st of each consecutive contract year.
5. Stantec reserves the right to adjust rates based on changes in authority for project team members



Project Name: TCP Study  
Client: West Valley Water District

Task #	Task Name	Project Principal \$287	Principal Engineer \$261	Senior Engineer \$201	Project Engineer \$183	Associate Engineer \$149	Administrative Support \$117	Total Hours	Labor Costs Total	Other Direct Costs	Stantec Total
<b>1</b>	<b>Project Management</b>								\$ -		\$ -
1.1	<i>Project Management and Meetings</i>	6		2	28		8	44	\$ 8,184.00	\$ 300.00	\$ 8,484.00
	<b>Task 1 Sub-Total</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>28</b>	<b>0</b>	<b>8</b>	<b>44</b>	<b>\$ 8,184.00</b>	<b>\$ 300.00</b>	<b>\$ 8,484.00</b>
<b>2</b>	<b>Data Collection and Review</b>										
2.1	<i>Data Collection and Review</i>			2	8	8		18	\$ 3,058.00		\$ 3,058.00
	<b>Task 2 Sub-Total</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>18</b>	<b>\$ 3,058.00</b>	<b>\$ -</b>	<b>\$ 3,058.00</b>
<b>3</b>	<b>Assessment and Facility Planning</b>										
3.1	<i>Assessment and Facility Planning</i>	4		16	28	24		72	\$ 13,064.00		\$ 13,064.00
	<b>Task 3 Sub-Total</b>	<b>4</b>	<b>0</b>	<b>16</b>	<b>28</b>	<b>24</b>	<b>0</b>	<b>72</b>	<b>\$ 13,064.00</b>	<b>\$ -</b>	<b>\$ 13,064.00</b>
<b>4</b>	<b>Preliminary Cost Estimate</b>										
4.1	<i>Preliminary Cost Estimate</i>	1			6	8		15	\$ 2,577.00		\$ 2,577.00
	<b>Task 4 Sub-Total</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>15</b>	<b>\$ 2,577.00</b>	<b>\$ -</b>	<b>\$ 2,577.00</b>
<b>5</b>	<b>Environmental/CEQA</b>										
5.1	<i>Environmental/CEQA</i>		6		2	2		10	\$ 2,230.00		\$ 2,230.00
	<b>Task 5 Sub-Total</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>10</b>	<b>\$ 2,230.00</b>	<b>\$ -</b>	<b>\$ 2,230.00</b>
<b>6</b>	<b>Schedule</b>										
6.1	<i>Schedule</i>		2		2	6		10	\$ 1,782.00		\$ 1,782.00
	<b>Task 6 Sub-Total</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>6</b>	<b>0</b>	<b>10</b>	<b>\$ 1,782.00</b>	<b>\$ -</b>	<b>\$ 1,782.00</b>
<b>7</b>	<b>Technical Memorandum</b>										
7.1	<i>Technical Memorandum</i>	4	2	4	24	30		64	\$ 11,336.00		\$ 11,336.00
	<b>Task 7 Sub-Total</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>24</b>	<b>30</b>	<b>0</b>	<b>64</b>	<b>\$ 11,336.00</b>	<b>\$ -</b>	<b>\$ 11,336.00</b>
	<b>Total</b>	<b>15</b>	<b>10</b>	<b>24</b>	<b>98</b>	<b>78</b>	<b>8</b>	<b>233</b>	<b>\$ 42,231.00</b>	<b>\$ 300.00</b>	<b>\$ 42,531.00</b>
	<b>Grand Total</b>	<b>15</b>	<b>10</b>	<b>24</b>	<b>98</b>	<b>78</b>	<b>8</b>	<b>233</b>	<b>\$ 42,231.00</b>	<b>\$ 300.00</b>	<b>\$ 42,531.00</b>

# 7

# Project Schedule

## TCP Impact and Solution Study

West Valley Water District  
Project Lead: Jim Borchardt

		Project Start: Sun, 8/1/2021														
		Display Week: 1		Aug 2, 2021	Aug 9, 2021	Aug 16, 2021	Aug 23, 2021	Aug 30, 2021	Sep 6, 2021	Sep 13, 2021	Sep 20, 2021	Sep 27, 2021	Oct 4, 2021	Oct 11, 2021	Oct 18, 2021	Oct 25, 2021
TASK	PROGRESS	START	END	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
NTP	0%	8/1/21	8/4/21	█												
Data Collection and Analysis	0%	8/4/21	9/1/21	█	█	█	█	█								
Site Planning	0%	8/18/21	9/8/21			█	█	█	█	█						
Cost Estimate + CEQA + Sche	0%	9/8/21	9/29/21						█	█	█	█	█			
Draft TM	0%	9/8/21	10/6/21						█	█	█	█	█	█		
Final TM	0%	10/6/21	10/26/21										█	█	█	█
Project Completion	0%	10/26/21	10/30/21													█

## 8

# Acceptance Agreement

We have reviewed your RFP and the contract terms and believe that should we be selected for this assignment; we will be able to conclude a mutually satisfactory contract with you. We will comply with all insurance requirements as shown on the insurance checklist in the RFP.



# Appendix A

# Resumes



**James H Borchardt** PE

Water Treatment Technical Director



Jim has 42 years of experience in project management and engineering for water treatment, conveyance, and storage facilities. He is an award winning water treatment expert and is one of the lead authors of the MWH Water Treatment Principles and Design Text Book (3rd Edition) that is used to teach water treatment in universities across the country. Jim has managed water quality studies, bench and pilot scale testing, facility planning and design, process evaluation, site development, hydraulic analysis, treatment plant design, construction management, and startup and operation on more than 125 treatment facilities. Jim has also served as technical advisor on more than 250 other treatment projects.

## EDUCATION

Bachelor of Science, Civil Engineering, Colorado State University, Fort Collins, Colorado, 1975

Master of Science, Environmental Engineering, University of North Carolina, Chapel Hill, North Carolina, 1979

## CERTIFICATIONS & TRAINING

Awards, 2006 Engineer of the Year in Santa Barbara County, 2012

Awards, 2015 Engineer of the Year in California, 2016

## REGISTRATIONS

Registered Civil Engineer #17847, State of Colorado, Year Awarded: 1981/01/01; exp 10/31/2021

Professional Engineer #21603, State of Nevada, Valid Until: 12/31/2020

Registered Civil Engineer #35819, State of California, Year Awarded: 1983/01/01 exp 6/30/21

## PROJECT EXPERIENCE

### **TCP and Nitrate Removal Feasibility Study, Claremont, California, United States (Project Manager)**

Jim served as project manager for this District-wide investigation of TCP and Nitrate removal. Due to the complex distribution of groundwater contaminants,

the study required the evaluation of how best to group and locate treatment, while minimizing new piping and fitting facilities into available space on restricted sites. Both ion exchange and biological treatment were evaluated for nitrate removal, while TCP removal was accomplished using GAC adsorption. The study included preparation of a multi-phase approach to address current and future treatment needs.

### **TCP Removal Study, Ontario, California (Technical Advisor)**

Jim led the investigation of TCP removal at the Chino I Desalter Facility. The proposed project included evaluation of water quality and operation of the wellfield and included proposed new wells to intercept the TCP plume. Treatment included GAC adsorption in conjunction with existing decarbonation systems. The work demonstrated technical feasibility of the proposed solution and identified costs and other implementation issues.

### **Graves Reservoir, City of South Pasadena, California (Project Manager)**

Jim served as project manager for the design of this 1-MG reinforced concrete reservoir and groundwater treatment project. Work involved demolition of the existing concrete reservoir, replacement with a new reservoir meeting current seismic and design standards, and the addition of ion exchange and GAC filters to address contaminants in the groundwater from the on-site well.

\* denotes projects completed with other firms

## James H Borchardt PE

Water Treatment Technical Director

### **San Fernando Groundwater Remediation Project, California (Design Manager)**

Jim managed the design of two groundwater treatment facilities and well collector piping on this \$400 million progressive design-build project. The scope of work involved detailed planning, design, procurement, construction, and commissioning support of well connections, purge facilities, strainers, UV/AOP facilities, GAC contactors, waste disposal, and disinfection system to provide remediation of contaminants in the San Fernando Valley groundwater basin. The design has been completed and Jim is currently providing support during construction.

### **Water Treatment Plant Expansion and Disinfection-By-Product Control Project, Antelope Valley, California (Project Manager)**

Jim led the planning and pilot studies, through detailed design services, construction support, and start-up for the expansion and upgrade of four WTPs. These plants ranged in size from 4 to 90 mgd. The four treatment plants (Quartz Hill, Eastside, Acton, and Rosamond) were upgraded to include intermediate ozonation, deep-bed GAC filtration, and chloramines. The work required coordination of three main contractors and more than a dozen equipment suppliers. The project emphasis on schedule control was critical to allow coordinated conversion of the distribution system residual. Standby disinfection was also provided with the addition of chlorine contact basins. In addition, the largest treatment plant was expanded to 90 mgd by the addition of plate settler modules and new sludge removal mechanisms to the existing sedimentation basins. Jim also provided final start-up and commissioning services.

### **Williamette Water Treatment Plant design/build, Wilsonville, Oregon (Technical Advisor)**

Jim provided technical expertise on the design and construction of this new \$42M water treatment facility that uses the Willamette River as the raw water source. The raw water intake consists of a submerged screen system with a capacity of 70 mgd and a hydraulic capacity of 120 mgd. The raw water is pumped to the treatment facility which consists of a high-rate sedimentation process with mechanical mixing and sludge pumping, followed by intermediate ozonation addition and contact tanks, granular activated carbon (GAC) filtration with water and air scour (using positive displacement compressors) backwash, and a 2.5-MG clearwell for onsite storage.

The project won several awards for its unique balance of technological excellence and contribution to the environment and society, including the ACEC National Finalist Award.

### **Wilson Reservoir GAC Project, South Pasadena, California (Project Manager)**

Jim is managing the planning and design of new GAC treatment facilities for the removal of 1, 2, 3 TCP from contaminated wells at the Wilson Reservoir. The project involves the siting and interconnecting piping for eight 12-foot diameter GAC vessels on a very tight site in a residential area of the City. Key issues include visual aesthetics, washwater disposal, and truck access.

\* denotes projects completed with other firms



**Sarah Garber** PMP, CPP  
Environmental Scientist



Sarah is a principal environmental scientist with 34 years of experience in environmental impact assessments for infrastructure projects. In addition to National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documentation, she also specializes in permit acquisition from a wide-range of regulatory agencies. Sarah routinely conducts public scoping meetings for environmental documents, participates in stakeholder coordination meetings, and presents the environmental issues of projects at public hearings. She is involved in surface water investigations and permitting for stream discharges. Sarah has worked as a field biologist, concentrating in water quality analysis, including fisheries investigations and natural resource surveys.

## EDUCATION

Bachelor of Science, Natural Resources, Cornell University, Ithaca, New York, 2016

Master of Science, Biology, State University of New York, SUNY Brockport, New York, 2017

## REGISTRATIONS

Certified Air Permitting Professional #C7603, South Coast Air Quality Management District

Project Management Professional (PMP)® #1561265, Project Management Institute

## PROJECT EXPERIENCE

### **Taylor Yard Phase II Environmental Site Assessment, Los Angeles Department of Water & Power, Los Angeles, California (Project Manager)**

On behalf of LADWP, Sarah managed the preparation of a work plan for a Phase II environmental site assessment for baseline environmental conditions at Taylor Yard. The investigation was to support planning for a recycled water pipeline at the project site.

### **Lake Perris Quality Improvement Projects, Lake Perris, California (Project Manager)**

Sarah worked on two projects for the Metropolitan Water District of Southern California (Metropolitan) related to water quality improvements at Lake Perris. She was a project manager for the Lake Perris Pathogen Reduction Study – Development of Water Recreation Alternatives. The focus of this project was the development of conceptual water recreation facilities, potentially to be constructed along the north shore of Lake Perris State Recreation Area at Moreno and Perris beaches. In consultation with staff from Metropolitan and the California Department of Parks and Recreation, the options that were considered included wading lagoon, wet/dry interactive stream, swim lagoon, and water playground. The overall intent of the project is to improve water quality by providing alternative recreational facilities that would reduce swimming and wading in the lake.

Sarah also served as project manager for the EIR for the Lake Perris Pollution Prevention and Source Protection Program. This program includes both the recreation features being considered for the beach areas (pathogen risk reduction element) as well as a hypolimnetic oxygenation option (dissolved oxygen enhancement element).

## Sarah Garber PMP, CPP

Environmental Scientist

### **San Gabriel River Sediment Management Plan, Los Angeles County, California (Project Manager)**

Sarah managed a multi-year water quality and stream sampling program on the San Gabriel River conducted in accordance with the Sediment Management Plan that guides the removal of sediments from the San Gabriel and Morris Reservoirs. The monitoring plan was specifically intended to meet the requirements of the Los Angeles RWQCB Monitoring and Reporting Program, the Final EIS/EIR for the project, the CDFW Streambed Alteration Agreement and the Corps of Engineers 404 Permit.

### **Regulatory Compliance Projects, Lake Elsinore, California (Project Manager)**

The Regional Wastewater Treatment Plant discharges to both Temescal Wash (assumed habitat for the endangered least Bell's vireo and southwestern willow flycatcher) and to Lake Elsinore, an impaired water body included on the Clean Water Act Section 303(d) list. Sarah managed permit acquisition for expansion of the Regional Plant from 4.0 to 8.0 MGD, installation of new discharge points in the Wash, and construction of an effluent pipeline to the lake. Coordination was required with the Santa Ana RWQCB, the U.S. Army Corps, USFWS, CDFW, SCAQMD, Caltrans, and Riverside County Flood Control and Water Conservation District. Additionally, in coordination with California State University San Bernardino, the team conducted six years of water quality monitoring on Lake Elsinore and Canyon Lake in compliance with the Regional Board's Total Maximum Daily Load (TMDL) Program. Sarah managed sample collection, data analysis, report preparation, and coordination with Regional Board staff and the TMDL stakeholders.

### **Peck Reservoir and Pump Station, Manhattan Beach, California (Environmental Lead)**

Sarah is currently working on the CEQA documentation for the Peck Reservoir and Pump Station CEQA compliance. The project is to provide preliminary design and design phase services for a new 8 MG cast-in-place concrete reservoir, an 8.6 MGD pumping station, and new site amenities for the City of Manhattan Beach. This new facility will receive water from both City owned potable water wells and Metropolitan Water District of Southern California. The pump station will pump from the new reservoir into the distribution system. The pump station will be operated based on maintaining a set pressure in the distribution system. The new reservoir will replace an existing reservoir, the new reservoir will be designed to meet current seismic design requirements and be hidden from view of the nearby residents.

### **Lake Elsinore and Canyon Lake TMDL Monitoring, Riverside, California (Project Manager)**

In coordination with California State University San Bernardino, we conducted more than six years of water quality monitoring on both Lake Elsinore and Canyon Lake as required by the Regional Board's total maximum daily load (TMDL) program. Recent efforts included water quality and sediment sampling and analysis for Canyon Lake related to the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) alum application program. Sarah managed sample collection, data analysis, report preparation, and coordination with Regional Board staff and the TMDL stakeholders. Since 2006, Sarah has presented data results and water quality trends to the TMDL Technical Advisory Committee and TMDL Task Force.



**Connie Adera** PE, ENV SP

Project Manager



Connie is an environmental engineer and project manager with 7 years of experience. Connie focuses on water and wastewater treatment design, pump station and conveyance design, and water quality studies and analysis. As a project engineer and project manager for Stantec, Connie works with the water and wastewater treatment group on drinking water, wastewater, water recycling, and water reuse studies and treatment design, pump station designs, plant-scale renovation feasibility studies and water quality studies. Connie is internationally experienced, working on projects in Peru and Ethiopia as well as in the United States.

## EDUCATION

Bachelor of Science, Environmental Science, Iowa State University, Ames, Iowa, 2007

Master of Science, Civil Engineering, University of Colorado at Boulder, Boulder, Colorado, 2013

## CERTIFICATIONS & TRAINING

Engineer for Developing Communities, Boulder, CO, 2013

ENV SP, Envision Specialist, Institute for Sustainable Infrastructure, n/a, 2017

## REGISTRATIONS

Registered Civil Engineer #0053874, State of Colorado, exp 10-31-19

## PROJECT EXPERIENCE

### **Denver Professional Chapter Madagascar Project, Denver, Colorado (Water, Sanitation, and Hygiene Lead)**

Connie organized a WASH training session with ProjectWet, educates the Denver Professional Chapter on current WASH needs, and led a WASH training in Madagascar with the village community. The WASH training included construction of tippy taps.

### **Marin Filter Rehab Project, Marin County, California (Project Engineer)**

Connie was responsible for modeling the appropriate filter media sizes and depths to replace the current media for Marin County's tertiary filters.

### **Orange Grove Boulevard Pipeline Design, Pasadena, California (Project Engineer)**

As project engineer, Connie was involved in this a pipeline alignment project to maintain pressure and a water balance between two different pressure zones in the city. This design replaces an 8", 12" and 24" water line on a main thoroughfare in Pasadena.

### **SWASH+ Program, Guatemala (Sanitation and Hygiene Systems Volunteer Consultant)**

Connie assessed the sustainability of sanitation and hygiene systems in rural schools. She utilized Water for People's FLOW surveys and interviewed the communities to produce a final appraisal. (2011)

### **Various Metropolitan Water District Task Orders, Los Angeles, California (Process Engineer)**

Connie is a process engineer managing various task orders to identify nitrogen management alternatives, cost phasing, and updating capital costs for MWD's potential 150 mgd full-scale advanced water treatment facility.

## Connie Adera PE, ENV SP

Project Manager

### **Graves Reservoir and Wellhead Water Treatment Design, South Pasadena, California (Process Engineer)**

As the process engineer, Connie was involved in an 800-gpm wellhead treatment design to remove nitrate, perchlorate, carbon tetrachloride, and tetrachloroethylene (PCE) from the groundwater to be used as a drinking water source. The design utilizes granular activated carbon (GAC), nitrate-selective ion exchange (IX), and onsite chlorine generation for treatment. The ion exchange treatment uses a bypass and blend arrangement to minimize the flow through the ion exchange reactors and reduce costs. It also incorporates on-site resin regeneration and brine minimization technologies to reduce costs of resin and brine disposal. Process screening and lifecycle cost evaluation were performed as part of preliminary design for the nitrate treatment process selection, resulting in brine-minimizing, ion exchange technologies.

### **Graves Reservoir and Wellhead Water Treatment Engineering Services During Construction, South Pasadena, California (Project Engineer and Project Manager)**

Connie is managing, coordinating, and providing review of submittals and requests for information for the Contractor as well as managing the budget. Construction of the project is currently approximately 30% complete.

### **Metropolitan Water District Advanced Water Treatment Plant Demo Plant Design, Los Angeles, California (Project Engineer)**

For the 0.5 MGD Advanced Water Treatment Demonstration Facility, Connie wrote a technical memorandum on the groundwater recharge capacity and compiled and submitted the fire prevention submittal for fire department permitting. She also worked alongside the professional engineers to design piping, blowers, process development, site layout, and membrane bioreactor design. This project was designed to 100% in early 2017 and constructed in 2017.

### **Wilson Wellhead Water Treatment Design, South Pasadena, California (Process Engineer)**

Connie was the process engineer to remove 1,2,3-TCP from a drinking water well. The design utilized granular activated carbon to remove the 1,2,3-TCP.

### **Groundwater Supply / Wells Well 7991 Arsenic Removal Alternatives Analysis, Palm Desert, California (Process Engineer)**

Connie is a process engineer working on the evaluation of various alternatives to remove arsenic from the well water in the southeastern portion of the CVWD service area. The study evaluates rehabilitation of the ion exchange treatment system, blending with other water sources, abandonment of the well, or replacement of the treatment system with a new adsorption or ion exchange system. The evaluation includes a life cycle cost analysis.



**Tyler Hadacek** PE

Environmental Engineer



Tyler is a process engineer with experience in groundwater treatment facilities using GAC, Ion Exchange, and RO membrane separation. He has led projects through planning, conceptual design, final design, permitting, and support during construction. He also has experience performing water quality studies and treatment process evaluation with life cycle cost analysis. Recently, he has been involved with helping the City of South Pasadena with a similar project in a residential neighborhood with a very small area for the treatment equipment. Additionally, he has assisted the Coachella Valley Water District with groundwater treatment evaluation and design, and is assisting the City of Santa Monica with evaluating PFAS treatment in coordination with the State Water Resources Control Board and the Division of Drinking Water.

### EDUCATION

Bachelor of Science, Civil and Environmental Engineering, University of California at Los Angeles, Los Angeles, California, 2012

Master of Science, Environmental Engineering, University of California at Los Angeles, Los Angeles, California, 2013

### REGISTRATIONS

Registered Civil Engineer #84298, State of California, Expires: 2021

### MEMBERSHIPS

Member, California Water Environment Association

Member, American Water Works Association

### PROJECT EXPERIENCE

#### **Wilson Reservoir and Wellhead Water Treatment Design, Pasadena, California, United States (Process Engineer)**

Tyler helped design a 3,000 GPM wellhead treatment to remove 1, 2, 3-Trichloropropane (TCP) from the groundwater to be used as a drinking water source.

The design utilized granular activated carbon (GAC) for treatment and the project is located in a constrained residential area with particular challenges to the site, including height restrictions and limited footprint.

#### **Remediation Alternatives Study and Work Plan, California**

A large Superfund site in Southern California has multiple contaminated areas with several parties involved. Tyler analyzed the site water quality database and built queries and data analysis templates to estimate contaminant concentrations at different locations. He also worked on conceptual-level treatment system design calculations and cost estimates, for extracted groundwater containing various toxic organics and heavy metals. The treatment system consisted of air stripping, ion exchange, ultra-violet/advanced oxidation process, and liquid-phase and vapor-phase carbon adsorption. This work helped define and evaluate alternatives for the client to address the groundwater contamination.



## Tyler Hadacek PE

Environmental Engineer

### **San Fernando Basin Groundwater Remediation Project, Los Angeles, CA (Project Engineer)**

Tyler served as process engineer and design coordinator for the progressive design-build project of two new groundwater treatment facilities of 38 MGD and 25 MGD. He assisted with coordinating the process design for pretreatment solids removal, UV-AOP treatment with hydrogen peroxide, GAC adsorption, and modifications to the chloramination and fluoride chemical feed systems. Tyler also oversaw the value engineering design proposals and evaluations on the project.

### **Graves Reservoir and Wellhead Water Treatment Design, South Pasadena, California (Process Engineer)**

Tyler is a process engineer for an 800-GPM wellhead treatment design to remove nitrate, perchlorate, carbon tetrachloride, and tetrachloroethylene (PCE) from the groundwater to be used as a drinking water source. The design utilizes granular activated carbon (GAC), nitrate-selective ion exchange (IX), and onsite chlorine generation for treatment. The ion exchange treatment uses a bypass and blend arrangement to minimize the flow through the ion exchange reactors and reduce costs. It also incorporates on-site resin regeneration and brine minimization technologies to reduce costs of resin and brine disposal. Process screening and lifecycle cost evaluation were performed as part of preliminary design for the nitrate treatment process selection, resulting in brine-minimizing, ion exchange technologies.

### **Arsenic Ion Exchange and Manganese Treatment System Evaluation Study, Bridgeport, California (Project Engineer)**

Tyler was the project engineer for the evaluation of an arsenic and a manganese drinking water treatment system in decentralized, remote locations treating contaminated groundwater. The project consisted of site investigations, data collection and analysis, treatment process evaluation, economic analysis, and recommendation of treatment system alternatives. Tyler exercised sensitivity to existing conditions and client values, and applied a comprehensive technical knowledge of removal processes as well as interdisciplinary design requirements to propose optimal solutions for the client. He was the lead engineer for the arsenic treatment evaluation and developed preliminary design criteria for ion exchange and adsorption treatment systems. Tyler exercised sensitivity to existing conditions and client values, and applied a comprehensive technical knowledge of removal processes as well as interdisciplinary design requirements to propose optimal solutions for the client.

### **Arsenic Wellhead Treatment Alternatives Analysis and Preliminary Design, Palm Desert, California (Project Engineer)**

Tyler led the two-step process of an alternatives analysis and subsequent preliminary design of a wellhead treatment system for a 1000 GPM well. The scope of work involved the evaluation of an existing ion exchange arsenic removal system and potential options to abandon, rehabilitate, or replace the treatment system. Tyler performed a thorough evaluation of water supply and process alternatives including ion exchange and adsorption treatment.



**Atosa Vahdati Nikzad** PH.D., E.I.T., ISO14001

Senior Water/Wastewater Engineer

An environmental engineer/chemist, Atosa has over 14 years of experience in a variety of water and wastewater projects. She is passionate about finding unique and innovative solutions to environmental problems. Atosa has designed water treatment systems for water providers, and designed wastewater treatment systems for different industries. Atosa has worked closely with Professor Mike Pirbazari for many years and developed new systems of removing anions from the water, wastewater and brine using anaerobic fluidized bed reactors.

### EDUCATION

Bachelor of Applied Chemistry, Sharif University of Technology

Master of Environmental Engineering, water and wastewater Engineering, Tarbiat Modares University

Master of Environmental Engineering, University of Southern California

Ph.D. of Environmental Engineering, University of Southern California,

### MEMBERSHIPS

Member, American Academy of Environmental Engineers and scientists and American Water Work Association

### REGISTRATIONS

EIT, 127772, Board for Professional Engineers, Sacramento, California, 2007

### AWARDS

**Outstanding Academic Achievement (M.S.) 2006**, Viterbi School of Civil and Environmental Engineering, USC, Los Angeles, CA

**Recognition of Achievement in Graduate Level Education (M.S.) 2006**, APSIH, Los Angeles, CA  
**Teaching Assistant Award 2004**, Viterbi School of Civil and Environmental Engineering USC, Los Angeles, CA

**Outstanding Academic Achievement (Ph.D.) 2007** USC, Los Angeles, CA

**Recognition of Achievement in Graduate Level Education (Ph.D.) 2007** APSIH, Los Angeles, CA

**Dr. Walter A. Grove Award of Excellence in Education 2007**

### PUBLICATIONS

Modeling and Design of Anaerobic Fluidized Bed Reactor Process for Sulfate Reduction in High-Strength Industrial Wastewaters, 2010

Microbial Reduction of Sulfate in Reverse Osmosis Brine Concentrate: Fluidized Bed Adsorber Reactor Systems, Batch and Chemostat Reactor Systems, 2006

Integrated Concentrate Recovery for High-Recovery Surface Water Reverse Osmosis Treatment, 2007

Biological Sulfate Reduction of Reverse Osmosis Brine Concentrate, 2005

### PROJECT EXPERIENCE

**Water and wastewater Treatment Design** Keyknow Design Inc., (Process Engineer)

Atosa designed water treatment processes for the Keyknow Design Inc. The scope included detailed process design, specifications, layouts, drawings, and implementation.

**Skywell LLC., Santa Monica, California, (Senior Water Scientist)**

As senior water scientist, Atosa worked in design, test, and modification of atmospheric water generators. She produced a standalone atmospheric water generator unit that was producing drinking water from moisture in the air. Atosa advertised the product to be used in out of grid locations, camping grounds, military, boats, underdeveloped areas/countries, and locations with no access to clean drinking water.

\* denotes projects completed with other firms

Atosa solved the problems in the original design, reassessed the material and redesigned the UV/ozone compatible tank and piping.

#### **Chemical and Environmental Engineer, MATN Research Center**

Atosa participated in research, investigation, design, construction, and test of pilot plants for the treatment of a variety of power-plant wastewaters. She implemented the bench scale experiments, designed the pilot treatment facilities, and performed tests on the power plant wastewater to optimize best treatment conditions.

#### **Teaching Assistant, University of Southern California**

As a professor assistant, Atosa taught several courses including: Environmental Engineering Microbiology, Environmental Biotechnology and Bioremediation (including biological and chemical control of pollutions), Wastewater Treatment Design, Environmental Quality Control and management (including surface and groundwater pollution control and management), and Design and Planning of Civil Engineering Systems.

#### **Research Assistant, University of Southern California**

As a research assistant, Atosa worked on the Biological Removal of Sulfate from Reverse Osmosis. Biological sulfate reducing bacteria were adapted to the brine environment and the best strands were acclimated to the reverse osmosis brine. High sulfate reductions as high as 96% were obtained in an anaerobic environment. Atosa was also involved in the Biological Removal of Sulfate from Industrial Wastewaters project, a cutting-edge and original technology was developed to treat sulfate-rich wastewaters using hydrogen gas as electron source and carbon dioxide as carbon source.

#### **Impact of Liquids Treatment Upgrades at the Palm Springs Wastewater Treatment Plant on Ratepayers, (White Paper), Stantec**

Atosa helped with assessment and review the technical documents, communications and reports and helped to provide a source control program workplan, and groundwater monitoring network modification workplan schedule.

#### **Los Angeles Department of Water and Power, San Fernando Groundwater Remediation Project, Senior Water Quality Engineer, Stantec**

Atosa is a process engineer for the progressive design build project of the two new groundwater treatment facilities of 38 mgd and 25 mgd. She oversees the water quality design and control.

#### **City of Santa Monica, Sustainable Water Infrastructure Project, Antidegradation Study, Process Engineer, Stantec**

The City of Santa Monica's Sustainable Water Infrastructure Project (SWIP) involves addition of reverse osmosis to treat urban runoff and brackish/saline groundwater, and to construct a new below-grade advanced water treatment facility for treating wastewater and stormwater through MBR – RO – UV/AO. Atosa performed the initial Antidegradation study for this project, by utilizing groundwater models, fate and transport study, salt and nutrient sources identification, and calculation of the assimilative capacity and loads.

#### **City of Ventura, State Water Interconnection Pipeline and Blending Station Projects, Study, Senior Process Engineer, Stantec**

A pipe loop study is being conducted to investigate possible effects of changing the water source in the City of Ventura distribution line. The pipe loop is in progress to identify of possible corrosion and metal mobilization effect on pipes and fittings due to the water source change, and to test the effect of conditioning.

\* denotes projects completed with other firms



**Kyleen Marcella** EIT

Engineer in Training, Environmental



Kyleen has experience in a variety of multidisciplinary projects including alternatives evaluation, process modeling, potable/nonpotable water distribution systems, energy management, and advanced treatment. She is experienced in feasibility assessments, conceptual studies, preliminary design, design drawings, and final design. Her computer skills include BioWin, AutoCAD, Microstation, and ArcGIS.

## EDUCATION

MS, Environmental Engineering, University of Southern California, California, 2015

BS, Environmental Engineering, University of Southern California, California, 2015

## REGISTRATIONS

Engineer-In-Training #157431, California Board for Professional Engineers, Land Surveyors, and Geologists

## PROJECT EXPERIENCE

### **Recycled Water Alternatives Evaluation - Surface Water and Groundwater Augmentation Feasibility Study, Palmdale, CA, USA (Project Engineer)**

Kyleen served as the Project Engineer for a high-level evaluation of the feasibility of utilizing recycled water from the Palmdale Water Reclamation Plant owned and operated by the County Sanitation District No. 20 of Los Angeles County (CSDLAC), for surface water augmentation at Palmdale Lake and/or groundwater injection. The scope of work included evaluating regulatory requirements, infrastructure needs and preparation of a level 5 cost estimate.

### **West Long Beach Advanced Treated Recycled Water Feasibility Study, Long Beach, California (Project Engineer)**

Kyleen served as the Project Engineer on this Feasibility Study which was a forwardlooking planning effort conducted by Stantec on behalf of LBWD. Stantec assessed the feasibility of contractually using highly treated water from nearby facilities that are being planned by LACSD and MWD. As part of this planning effort, Stantec was able to leverage its institutional knowledge of the Los Angeles Harbor recycled water system infrastructure to engage potential stakeholders in the region, including LADWP, LACSD, LASAN, WRD, WBMWD, and the City and Port of Long Beach.

### **Basis of Design Report, Calabasas, California (Project Engineer)**

Kyleen assisted in the development of the basis of design report which is a continuation of the Recycled Water Seasonal Storage Plan of Action Study. The project involved evaluating two alternatives for future use of LVMWD's recycled water; one alternative involves leasing a reservoir from LADWP for use as seasonal storage while the other is looking at utilizing LVMWD's existing potable reservoir for use in an indirect potable reuse scheme. Kyleen delivered many technical portions of the report including pump station sizing, supply/demand analysis and cost estimating.

## Kyleen Marcella EIT

Engineer in Training, Environmental

### **Sustainable Water Infrastructure Project, Santa Monica, California (Project Engineer)**

The City of Santa Monica's Sustainable Water Infrastructure Project (SWIP) is an integrated water resources project to help the City utilize all of its water resources, including stormwater runoff, recycled municipal wastewater, and brackish groundwater, to achieve its long term goal of water sustainability and drought resilience. This project includes construction of a new below-grade advanced water treatment facility in addition to two new below-grade storm water harvesting tanks and upgrades to an existing urban runoff treatment facility. Kyleen developed conceptual design of upgrades to the urban runoff treatment facility including the addition of reverse osmosis and solar generation.

### **1,2,3-TCP Study, Chino, California (Project Engineer)**

A new MCL for 1, 2, 3-Trichloropropane (1, 2, 3-TCP) was recently introduced by the California State Water Resources Control Board. As part of the evaluation of GAC treatment to remove 1, 2, 3-TCP from Chino Desalter Authority's groundwater wells, Kyleen assessed various treatment scenarios for the well water, including treatment siting and piping at the Chino I facility.

### **1,2,3-TCP and Nitrate Treatment Study, Montclair, California (Project Engineer)**

Kyleen assisted on a conceptual study to evaluate treatment options for 1,2,3-TCP and nitrate at twelve of Monte Vista Water District's wells. Nitrate removal technology evaluation included ion exchange and biological treatment. 1,2,3-TCP treatment will be accomplished using GAC.

### **Malibu Creek Augmentation (Project Engineer)**

The Las Virgenes Municipal Water District (LVMWD) augments flows of up to 2.5 cfs to Malibu Creek through its Tapia Water Reclamation Facility. LVMWD must meet new, more stringent summertime requirements for total nitrogen and total phosphorous of 1.0 mg/L and 0.1 mg/L respectively. Stantec was tasked with evaluating five different treatment options to meet these requirements including secondary MBR, tertiary MBR, BAF, MF/RO and breakpoint chlorination. Kyleen developed design criteria utilizing BioWin for process modeling and calculated associated costs for evaluation of the treatment processes. After developing the evaluation criteria in conjunction with the District, these alternatives were ranked and preliminary design and CEQA analysis for the selected alternative was performed.

### **Preliminary Feasibility Assessment of Pumping Option for Water Quality Improvement, Big Bear Lake, California (Project Engineer)**

Kyleen performed a preliminary feasibility assessment of two pumping options within Big Bear Lake to improve water quality for the lake. The assessment included an evaluation of two pipeline alignments and underwater pumping system. Preliminary capital and operational costs were developed for both options.

Design with  
community in  
mind





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

**DATE:** July 14, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal , General Manager  
**SUBJECT:** CONSIDER THE PURCHASE OF ZONE 6 PROPERTY FOR WELL SITE

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**DISCUSSION:**

Due to projected population growth and peak summer usage in northern Fontana, additional water supply is required in this area to supplement production from Well 54. A site suitable to accommodate a well has been located west of Citrus Avenue and north of Knox Avenue in Fontana. This property, which is approximately 24,394 square feet or 0.56 acres is identified as remainder lot on Tract Map No. 20018. The owners were approached to see if they would be interested in selling the property to the District and both parties agreed to have an independent appraisal performed to evaluate its current market value. The appraisal provides information related to the property and concludes that this property is valued at \$122,000. Attached as **Exhibit A** is a Purchase and Sale Agreement and Joint Escrow Instructions.

**FISCAL IMPACT:**

The cost to purchase the Zone 6 property is \$122,000 plus the cost for Title Policy, escrow costs and documentary transfer taxes if any. This item was included in the fiscal year 2021/2022 Capital Improvement Budget and was revenue sourced from development fees collected.

**STAFF RECOMMENDATION:**

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

LJ;ls

**ATTACHMENT(S):**

1. Exhibit A - Purchase and Sale Agreement



# EXHIBIT A

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

TO: \_\_\_\_\_ Escrow Escrow No.: \_\_\_\_\_ Date Opened: \_\_\_\_\_ ("Escrow") Attention: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_ ("Escrow Holder")

This Purchase and Sale Agreement and Joint Escrow Instructions (this "Agreement"), dated as of \_\_\_\_\_, 2021 (the "Effective Date"), is entered into by and between FONTANA 37, LLC, a Delaware limited liability company ("Seller"), and WEST VALLEY WATER DISTRICT, a public agency of the State of California ("Buyer"), and constitutes an agreement between Seller and Buyer (each, a "Party" and collectively, the "Parties") for the purchase and sale of real property and joint escrow instructions directed to \_\_\_\_\_ (as "Escrow Holder") to establish the Escrow (the "Escrow") to accommodate the transaction contemplated hereby.

RECITALS:

- A. Buyer is a county water district organized and existing under the California County Water District Law, codified at Section 30000, et seq. of the California Water Code, engaged in developing, storing, and distributing water in the County of San Bernardino, California. B. Seller owns approximately is 24,394 SF square feet of real property located in the City of Fontana (the "City"), County of San Bernardino (the "County"), State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). D. Buyer wishes to purchase the Property from Seller for the exclusive purpose of constructing and operating a water well thereon, and Seller wishes to sell the Property to Buyer for such purpose, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

- 1. Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth. 2. Purchase Price. The "Purchase Price" for the Property shall be One Hundred Twenty-two Thousand and No/100 Dollars (\$122,000.00). Such Purchase Price shall be paid to Seller net of all costs and expenses related to this transaction, including, without limitation, the cost of the Title Policy (defined in Section 8 below, Escrow costs, and documentary transfer taxes, if any. 3. Payment of Purchase Price; Reimbursement of Certain Engineering Expenses. a. Not later than 5:00 p.m. (Pacific Time) on the date two (2) business days following the Effective Date, Buyer and Seller shall open the Escrow with Escrow Holder by depositing with Escrow Holder a fully executed copy of this Agreement, and Buyer shall deposit into the Escrow by confirmed wire

transfer of immediately available federal funds, the amount of Three Thousand and No/100 Dollars (\$3,000.00) (the **“Deposit”**). If Escrow Holder does not receive the Deposit of wired funds by 5:00 p.m. (Pacific Time) on the second (2nd) business day following the Effective Date, then either Party may, prior to the Escrow Holder’s receipt of the Deposit, unilaterally terminate this Agreement by delivering written notice to Escrow Holder and the other Party, in which event the provisions of Section 11 below shall apply.

b. The Deposit shall be credited in favor of Buyer against the Purchase Price for the Property upon the Close of Escrow, but shall be (a) retained by Seller if Seller is entitled to receive the Deposit in accordance with this Agreement, or (b) returned to Buyer if Buyer is entitled to a return of the Deposit in accordance with this Agreement.

c. The balance of the Purchase Price to be paid at the Closing Date, together with all title and escrow costs to be paid and the pro-rations to be made pursuant to Section 13 of this Agreement, shall be deposited by Buyer into the Escrow by confirmed wire transfer of immediately available federal funds no later than the last business day before the Close of Escrow (as defined in Section 4 below).

d. The Parties shall execute any supplemental escrow instructions reasonably required by Escrow Holder that are not inconsistent with the terms of this Agreement and do not affect the Parties’ obligations hereunder. In the event of any discrepancy between this Agreement and such supplemental instructions, the provisions of this Agreement shall prevail.

**4. Close of Escrow.** For purposes of this Agreement, the **“Close of Escrow”** or **“Closing”** shall be the date that the grant deed (**“Grant Deed”**) conveying the Property to Buyer, the form of which is attached hereto as Exhibit “B” is recorded in the Official Records of the County (the **“Official Records”**). Escrow shall close (the **“Closing Date”**) on or before the date that is thirty (30) days after the Effective Date.

**Title.** For the benefit of Buyer, Buyer’s obligation to consummate the transaction contemplated in this Agreement shall be expressly subject to and contingent upon title to the Property being subject only to those certain title exceptions set forth in the Preliminary Report dated \_\_\_\_\_, 2021 and issued by Fidelity National Title Insurance Company (**“Title Company”**) (Order No. \_\_\_\_\_) covering the Property (**“Preliminary Report”**), a copy of which is attached hereto as Exhibit “C”, excepting the deed of trust in favor of D.R. Horton Los Angeles Holding Company, Inc. (**“Deed of Trust”**), which shall be deleted prior to the Close of Escrow.

\_\_\_\_\_  
Buyer’s Initials

**5. Seller’s Representations and Warranties.** Seller hereby represents, warrants, and covenants to Buyer, which representations and warranties shall be true and correct as of the Effective Date and as of the date of the Close of Escrow, and, subject to Section 31 hereof, shall survive the Close of Escrow for a period of six (6) months from the Close of Escrow, as follows:

a. Seller has the legal power, right and authority to enter into this Agreement and the instruments to be executed by Seller pursuant to this Agreement and to consummate the transactions contemplated hereby. No consent of any third party is required in order for Seller to perform its obligations hereunder.

b. All requisite action has been taken by Seller in connection with Seller’s execution of this Agreement and the instruments to be executed by Seller pursuant to this Agreement and the consummation of the transactions contemplated hereby.

c. The individual executing this Agreement and the instruments to be executed by such individual pursuant to this Agreement on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions of this Agreement and such instruments.

d. To Seller's actual knowledge, Seller is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control ("*OFAC*"), and does not reside in, and is not organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act (defined below) as warranting special measures due to money laundering concerns, or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. As used herein, the term "*Patriot Act*" means the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as reauthorized by the USA Patriot Improvement and Reauthorization Act of 2005.

**6. Buyer's Representations, Warranties and Covenants.** Buyer hereby represents, warrants and covenants to Seller, which representations and warranties shall be true and correct as of the Effective Date and as of the date of the Close of Escrow and shall survive the Close of Escrow for a period of six (6) months from the Close of Escrow, as follows:

a. Buyer has the legal power, right and authority to enter into this Agreement and the instruments to be executed by Buyer pursuant to this Agreement and to consummate the transactions contemplated hereby.

b. All requisite action has been taken by Buyer in connection with Buyer's execution of this Agreement and the instruments to be executed by Buyer pursuant to this Agreement, and the consummation of the transactions contemplated hereby.

c. The individuals executing this Agreement and the instruments to be executed by Buyer pursuant to this Agreement on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions of this Agreement and such instruments.

d. Buyer acknowledges that any and all responsibilities with respect to entitlements affecting or concerning the Property shall be that of Buyer, and Seller shall have no responsibilities with respect thereto.

e. To Buyer's actual knowledge, Buyer is not included on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, and does not reside in, and is not organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns, or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

f. Buyer has conducted such inspections and investigations of the quantity, quality and condition of the Property and the suitability of the Property for Buyer's intended uses and other feasibility and due diligence matters as Buyer has deemed appropriate and Buyer hereby accepts the

Property in its present “AS-IS, WHERE-IS” condition and with all faults, and without representations and warranties of any kind, express or implied, or arising by operation of law.

g. Buyer intends to utilize the Property exclusively for the operation of a water well thereon.

7. **Title Insurance.** It shall be a condition to the Close of Escrow for Buyer’s benefit that the Title Company shall have unconditionally committed to issue to Buyer an ALTA standard coverage owner’s policy of title insurance (the “***Title Policy***”) in the amount of the Purchase Price, showing fee simple title to the Property to be vested in Buyer free and clear of all liens and encumbrances other than those set forth in the Preliminary Report, excepting the Deed of Trust. Buyer shall pay the premium for the issuance of the Title Policy. Buyer, at Buyer’s sole option so long as the Close of Escrow is not thereby delayed, may elect to obtain an ALTA extended coverage Title Policy, provided Buyer has, as of the Effective Date, prepared an ALTA survey satisfactory to the Title Company. The costs of such ALTA extended coverage Title Policy shall be borne exclusively by Buyer.

8. **Conditions to Close of Escrow.**

a. Buyer’s obligation to purchase the Property and close Escrow is subject to and conditioned upon the satisfaction of, or Buyer’s written waiver of, the following conditions on or before the Close of Escrow:

i. the Title Company shall be committed to issue the Title Policy for the Property to Buyer in accordance with the requirements of Section 8 above;

ii. the representations and warranties of Seller shall be true and correct on the Closing Date, and Seller shall not be (or deemed to be) in material breach of any representation or warranty given by Seller under Section 6 above;

iii. Seller shall not otherwise be in default in the performance of any of its material obligations under this Agreement; and

iv. Seller shall have timely executed and delivered to Escrow Holder the instruments and documents described in Section 10(a) below;

b. Seller’s obligation to sell the Property and close the Escrow is subject to and conditioned upon the satisfaction of Seller’s written waiver of, the following conditions on or before the Close of Escrow:

i. The representations and warranties of Buyer shall be true and correct on the Closing Date, and Buyer shall not be in material breach of any representation or warranty given by Buyer under Section 7 above;

ii. Buyer shall have timely executed and delivered to Escrow Holder all items described in Section 10(b) below;

iii. Buyer shall have deposited into the Escrow all funds required to pay the Purchase Price, the all title and escrow costs and Buyer’s share of pro-rations; and

iv. Buyer shall not be in breach of any other material obligation of Buyer under this Agreement.

**9. Deliveries to Escrow Holder.**

a. Seller shall deliver or cause to be delivered to Escrow Holder by 5:00 p.m. on the last business day before the date of the Close of Escrow the following instruments and documents:

i. the Grant Deed, in recordable form, duly executed by Seller and acknowledged;

ii. a Certification of Non-Foreign Status (the "***Certification***"), substantially in the form attached hereto as **Exhibit "D"**, and a California Form 593-C or -W;

iii. any other executed or other documents reasonably required by the Title Company to consummate this transaction, including without limitation a commercially reasonable owner's affidavit with respect to the existence and such corporate, partnership and/or limited liability company certificates and resolutions as Buyer or the Title Company may reasonably request to confirm Seller's authority to consummate the transactions contemplated hereby; and

iv. any other instruments and documents which Seller is obligated to execute and deliver into the Escrow under this Agreement.

b. Buyer shall deliver or cause to be delivered to Escrow Holder by 5:00 p.m. on the last business day before the Close of Escrow the following:

i. all sums that Buyer is required to deliver to Escrow Holder pursuant to **Section 3(c)** to close the Escrow; and

ii. any other instruments and documents which Buyer is obligated to execute and deliver into the Escrow under this Agreement.

**10. Termination.** Whenever (i) a Party has the right to terminate this Agreement pursuant to an express provision of this Agreement, and notifies the other Party, in writing, of its election to terminate the Agreement, or (ii) this Agreement automatically terminates pursuant to an express provision of this Agreement, then:

a. This Agreement, the Escrow and the rights and obligations of Buyer and Seller under this Agreement shall terminate, and neither Party shall have any further obligation to the other, except as otherwise expressly provided in this Agreement;

b. If Seller is not in breach of this Agreement, Buyer shall be responsible to pay any cancellation charges payable to Escrow Holder and the Title Company; otherwise, if Seller is the breaching Party, it shall be responsible for such cancellation charges;

c. Escrow Holder shall promptly return to Seller and Buyer all documents deposited by them into the Escrow, respectively;

d. If Buyer is entitled to the return of the Deposit (*i.e.*, Buyer terminates this transaction due to a material breach by Seller of this Agreement, or the failure of a condition precedent to Buyer's obligation to purchase the Property as specified in **Section 9(a)** above), then Escrow Holder shall return the Deposit to Buyer (less any escrow cancellation charges, if applicable); and

e. If Buyer is not entitled to the return of the Deposit, Escrow Holder shall immediately release the Deposit to Seller and Seller shall be entitled to retain the Deposit as liquidated damages.

**11. Costs and Expenses.** Because the Purchase Price payable to Seller herein is intended by the Parties to be the net of all costs and expenses, Buyer shall pay all costs of this transaction including, without limitation, the premium for the Title Policy, the escrow fees of Escrow Holder, including Escrow Holder's customary charges to buyers and sellers for document drafting, recording and miscellaneous charges, and documentary transfer taxes payable with the recordation of the Grant Deed. Buyer and Seller shall each pay their own legal and professional fees and fees of other consultants incurred in connection with this transaction. The provisions of this Section 12 shall survive the Close of Escrow or a termination of this Agreement.

**12. Pro-rations and Credits.** Real property taxes and assessments with respect to the Property based upon the latest available tax information shall be pro-rated such that Seller shall be responsible for all such taxes and assessments levied against the Property to and including the day prior to the Close of Escrow and Buyer shall be responsible for all such taxes and assessments levied against the Property from and after the date of the Close of Escrow.

**13. Disbursements and Other Actions by Escrow Holder.** Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

a. Escrow Holder shall cause the Grant Deed to be recorded in the Official Records, together with any other documents that the Parties hereto may mutually direct.

b. Escrow Holder shall hold and/or disburse all funds deposited with Escrow Holder by Buyer as follows:

i. Disburse the Purchase Price, net of any costs or expenses, to Seller;

ii. Charge (and disburse) all items chargeable to the account of Buyer pursuant hereto; and

iii. Refund to Buyer any excess funds deposited by Buyer.

c. Escrow Holder shall direct the Title Company to issue the Title Policy to Buyer.

d. Escrow Holder shall deliver to Buyer and Seller originals of the executed counterparts of the documents and instruments deposited by the Parties pursuant to Section 10 hereof, and copies of all recorded documents.

e. Escrow Holder shall deliver to Seller duplicate originals or copies (as the case may be) of all documents delivered to Buyer.

f. Escrow Holder shall provide Buyer and Seller with a closing statement covering the sale of the Property to Buyer.

**14. Default; Waiver of Lis Pendens.**

a. IF THE TRANSACTION CONTEMPLATED HEREIN DOES NOT CLOSE BY REASON OF SELLER'S DEFAULT UNDER THIS AGREEMENT THEN, AS BUYER'S EXCLUSIVE

REMEDY, THE DEPOSIT SHALL BE RETURNED TO BUYER AND NEITHER PARTY HERETO SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER EXCEPT WITH RESPECT TO THOSE PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IF THE TRANSACTION CONTEMPLATED HEREUNDER SHALL FAIL TO CLOSE SOLELY BY REASON OF SELLER'S MATERIAL DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT (AS DISTINGUISHED FROM THE FAILURE OF A CONDITION TO CLOSING), AND SUCH DEFAULT IS NOT CURED WITHIN FIVE (5) DAYS AFTER RECEIPT BY SELLER OF WRITTEN NOTICE THEREOF FROM BUYER, THEN BUYER SHALL HAVE AS ITS EXCLUSIVE REMEDY THE RIGHT TO EITHER (i) TERMINATE THIS AGREEMENT (IN WHICH EVENT THE DEPOSIT SHALL BE RETURNED TO BUYER AND THE TERMINATION PROVISIONS OF SECTION 11 ABOVE SHALL APPLY), BUYER HEREBY WAIVING ANY OTHER RIGHT OR CLAIM TO DAMAGES FOR SELLER'S BREACH, OR (ii) SPECIFICALLY ENFORCE THIS AGREEMENT (BUT NO OTHER ACTION, FOR DAMAGES OR OTHERWISE, SHALL BE PERMITTED); PROVIDED THAT ANY ACTION BY BUYER FOR SPECIFIC PERFORMANCE MUST BE COMMENCED, IF AT ALL, WITHIN FIFTEEN (15) DAYS OF SELLER'S DEFAULT, WITH THE FAILURE OF SUCH COMMENCEMENT CONSTITUTING A WAIVER BY BUYER OF SUCH RIGHT AND REMEDY. IF BUYER SHALL NOT HAVE COMMENCED AN ACTION FOR SPECIFIC PERFORMANCE WITHIN THE AFOREMENTIONED TIME PERIOD OR SO NOTIFIED SELLER OF ITS ELECTION TO TERMINATE THIS AGREEMENT, BUYER'S SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH CLAUSE (i) ABOVE.

AT NO TIME SHALL BUYER HAVE A RIGHT (AND BUYER HEREBY WAIVES ANY SUCH RIGHT IF IT EXISTS) TO RECORD ANY INSTRUMENT OR DOCUMENT AGAINST THE PROPERTY, INCLUDING, WITHOUT LIMITATION, A LIS PENDENS. IN THE EVENT BUYER SHALL FILE A NOTICE OF LIS PENDENS OR OTHER INSTRUMENT OR DOCUMENT AGAINST THE PROPERTY IN VIOLATION OF THIS AGREEMENT, BUYER HEREBY AUTHORIZES SELLER TO BRING AN ACTION TO EXPUNGE SUCH LIS PENDENS OR DOCUMENT, AND AGREES THAT BUYER SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS OR FEES RELATED TO THE LIS PENDENS OR ACTION TO EXPUNGE, INCLUDING ENFORCEMENT COSTS SUCH AS REASONABLE ATTORNEYS' FEES.

BUYER'S INITIALS

c. BUYER'S DEFAULT. FOLLOWING BUYER'S ELECTION TO PROCEED AT THE END OF THE DUE DILIGENCE PERIOD, IN THE EVENT THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT DOES NOT CLOSE DUE TO THE DEFAULT OF BUYER, THEN SELLER'S RETENTION OF THE DEPOSIT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FOR SUCH DEFAULT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT SELLER'S RIGHTS OR DAMAGES UNDER ANY INDEMNITIES GIVEN BY BUYER TO SELLER UNDER THIS AGREEMENT. SELLER AND BUYER HAVE DISCUSSED THE POSSIBLE CONSEQUENCES TO SELLER IN THE EVENT THAT THE ESCROW FAILS TO CLOSE AS A RESULT OF BUYER'S DEFAULT. SELLER AND BUYER HAVE DETERMINED AND HEREBY AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER OCCURRING IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES, HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL COMPENSATORY DAMAGES SELLER WOULD SUFFER IN THE EVENT OF BUYER'S NONPERFORMANCE OF



ANY OBLIGATION HEREUNDER, HEREBY AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS AN AMOUNT EQUAL TO THE DEPOSIT, AND IN THE EVENT THIS TRANSACTION FAILS TO CLOSE DUE TO BUYER’S DEFAULT UNDER THIS AGREEMENT, SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN THE ENTIRE DEPOSIT AS FULLY AGREED LIQUIDATED DAMAGES. SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON ANY SUCH BREACH OR DEFAULT BY BUYER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS TO EACH OTHER HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES, AND EXCEPT AS EXPRESSLY PROVIDED ABOVE. THE PARTIES AGREE THAT, UNDER THE CIRCUMSTANCES OF THIS TRANSACTION AND THE MARKETPLACE AT THE TIME HEREOF, THIS LIQUIDATED DAMAGES PROVISION IS REASONABLE AND IN ACCORDANCE WITH CALIFORNIA CIVIL CODE SECTION 1671.

\_\_\_\_\_  
**SELLER’S INITIALS**

\_\_\_\_\_  
**BUYER’S INITIALS**

d. Cure. Neither Seller nor Buyer shall be deemed to be in default hereunder unless the non-defaulting Party shall provide a written notice of any alleged default and the defaulting Party shall fail to cure such default within five (5) days of the delivery of such notice; provided, however, nothing set forth herein shall be deemed to grant any additional time or cure period to Buyer with respect to its obligations under either Sections 3(a), 3(c) or 10(b) hereof.

**15. Condemnation Prior to Close of Escrow.** If Seller becomes aware of any condemnation proceeding affecting the Property commenced prior to the Close of Escrow, Seller shall promptly notify Buyer of such condemnation proceeding. If any such proceeding relates to or may result in the loss of any portion of the Property, at Buyer’s election, either (i) this Agreement shall continue in effect, without delay or abatement of the Purchase Price, and Buyer shall be entitled to any compensation, awards or other payments or relief resulting from such condemnation proceeding to the extent applicable to the Property, or (ii) Buyer may terminate this Agreement within ten (10) days after Buyer’s receipt of notice of such condemnation, in which event Buyer shall be entitled to the return of the Deposit, minus the Independent Consideration, and the termination provisions of Section 11 above shall apply. Buyer’s failure to provide such notification shall be deemed Buyer’s election to terminate pursuant to clause (ii) above. The provisions of this Section 16 shall survive the Close of Escrow.

**16. Real Estate Commission; Licensee Status.** Seller’s affiliate, Lewis Management Corp. (“**LMC**”), is licensed by the California Bureau of Real Estate (“**CA BRE**”) under CA BRE Broker Lic. #01994759. Neither LMC nor Robert Martin (CA BRE Broker Lic. # 00963777) claims any commission or finder’s fee in connection with this transaction. Buyer and Seller both represent to each other that they did not use the services of any other real estate broker or person that may claim a commission or finder’s fee with respect to this transaction. Each Party agrees to indemnify, defend, and hold the other harmless from any liability arising out of actions of the indemnifying Party that may be made against the other by any person, firm, or corporation for the payment of a commission or finder’s fee in connection with this transaction.

**17. Assignment.** Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller, which consent, except as provided below, may be withheld by Seller in its sole and absolute discretion, and which may be conditioned upon such terms and conditions as Seller may require in its sole and absolute discretion. Notwithstanding and without limiting the foregoing, no consent given by Seller to any transfer or assignment of Buyer's rights or obligations hereunder shall be deemed to release Buyer from any obligations hereunder by reason of such consent or transfer nor does such consent constitute a consent to any other transfer or assignment of Buyer's rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable.

**18. Notices:** No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), delivered by air courier next-day delivery (e.g. Federal Express), delivered by mail, sent by registered or certified mail, return receipt requested, or sent via electronic mail (email), as follows:

If to Seller, to:                      Attn: Mr. Bryan Goodman  
and Mr. Tim McGinnis  
Fontana 37, LLC  
1156 N Mountain Avenue  
Upland, CA 91786  
P. O. Box 670  
Upland, CA 91785-0670  
Email: [bryan.goodman@lewismc.com](mailto:bryan.goodman@lewismc.com)  
and [tim.mcginis@lewismc.com](mailto:tim.mcginis@lewismc.com)

With copy to:                          Attn: Jay Dupre, Esq.  
Lewis Management Corp.  
1156 N Mountain Avenue  
Upland, CA 91786  
P. O. Box 670  
Upland, CA 91785-0670  
Email: [jj.dupre@lewismc.com](mailto:jj.dupre@lewismc.com)

And to:                                    Attn: Joseph M. Manisco, Esq.  
Green Steel and Albrecht, LLP  
19800 MacArthur Blvd., Suite 1000  
Irvine, CA 92612-2433  
Email: [jmanisco@gsaattorneys.com](mailto:jmanisco@gsaattorneys.com)

If to Buyer, to:                        Attn: \_\_\_\_\_  
West Valley Water District  
855 West Base Line Road,  
Rialto, CA  
Email: \_\_\_\_\_

If to Escrow, to:                    Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United States Post Office mailbox in the State to which the notice is addressed or on the third day following deposit in any such post office box other than in the State to which the notice is addressed, postage prepaid, addressed as set forth above. Notices sent via electronic mail (email) shall be deemed delivered the same business day transmitted. The addresses, addressees, and email addresses for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address, addressee, and email address stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Delivery of a copy of a notice as set forth above is as an accommodation only and is not required to effectuate notice hereunder.

**19. Required Actions of Buyer and Seller.** Buyer and Seller shall execute all instruments and documents and take all other actions that may be reasonably required in order to consummate the purchase and sale contemplated herein, and shall use commercially reasonable efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

**20. Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**21. Waivers.** No failure or delay of either Party in the exercise of any right or remedy given to such Party hereunder or the waiver by any Party of any condition hereunder for its benefit (unless the time specified in this Agreement for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either Party of any breach hereunder or failure or refusal by the other Party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

**22. Attorney’s Fees.** In the event of the bringing of any action or suit by either Party against the other by reason of any breach of any of the covenants, representations or warranties of the other Party under this Agreement, in addition to any damages or remedies to which the prevailing Party shall be entitled, the prevailing Party shall also have and recover from the other Party all costs and expenses of the action or suit, including, without limitation, actual attorneys’ fees and other professional fees resulting therefrom.

**23. Entire Agreement; Amendment.** This Agreement (including all exhibits and schedules attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, or supplemented, nor may any obligation hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

24. **Time of the Essence.** Time is of the essence with respect to each and every provision of this Agreement.

25. **Construction of Agreement.** Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to sections and subsections are to sections and subsections in this Agreement. All exhibits and schedules referred to in this Agreement are attached and incorporated by this reference.

26. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any other person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third parties any right of subrogation or action over or against any Party to this Agreement. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted electronically in portable document format (.pdf), by DocuSign (or any similar technology), by transmitted image file or such other comparable electronic format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered in hand, regardless of whether each such signature is signed or transmitted by the same or a different method or technology.

28. **Effectiveness.** In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and delivered by each Party hereto. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby. The preparation and/or circulation of a draft of this Agreement are not intended by either of the Parties to constitute a binding agreement between them for the purchase or sale of the Property. The final form of this Agreement may or may not contain terms stated in any drafts of this Agreement, and/or may contain different terms and conditions not yet identified or discussed. Neither Party may rely on any drafts of this Agreement as binding on either Party in any way. The Parties expressly agree that neither Party is bound to engage in negotiations, or, once engaged, to continue such negotiations, each Party reserving the right to terminate negotiations at any time and for any reason. Efforts by either Party to perform due diligence, arrange or obtain financing, or carry out other acts in contemplation of the possible purchase and sale of the Property shall not be deemed evidence of any intent by either Party to be bound by any letter of interest or similar document, or unexecuted and undelivered drafts of this Agreement. The performance by either Party before the mutual execution and delivery of the final, mutually agreed upon form of this Agreement of any of the rights or obligations that may be included in drafts of this Agreement shall not be considered evidence of subsequent intent by either Party to be bound by any letter of interest or drafts of this Agreement. In the event Buyer or Seller alleges that any unexecuted draft of this Agreement constitutes a binding agreement for the purchase or sale of the Property, or grants an interest in or claim to the Property, the alleging Party shall be liable for the legal fees and costs incurred as a result thereof.

**29. Survival of Obligations.** All of Buyer's and Seller's representations and warranties in this Agreement shall survive the Close of Escrow for a period of six (6) months. All other obligations of Seller or Buyer not expressly stated to survive the Close of Escrow or not stated in the exhibit documents to be delivered upon the Close of Escrow shall be deemed discharged upon the Close of Escrow and the recordation of the Grant Deed.

**30. Limitations on Liability.**

a. Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that the maximum amount of liability that Seller shall have under any circumstance for any and all surviving obligations under this Agreement (including, without limitation, any obligation arising out of any representation or warranty made by Seller in this Agreement and any liability under any instrument or document delivered by Seller at or in connection with the Close of Escrow) shall not exceed Fifteen Thousand Dollars (\$15,000.00) in the aggregate, and (y) Buyer shall in no event be entitled to seek punitive damages on account of any such surviving obligation of Seller under this Agreement or other Seller obligation arising out of an instrument or document delivered by Seller at or in connection with the Close of Escrow.

b. Except to the extent Seller is rendered insolvent as a result of distributions to its members, no shareholder, officer, employee or agent of Seller or any Seller's Related Parties shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Buyer and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's interest in the Property (or, with respect to Claims for the return of the Deposit only, the Property or any other assets of Seller), for the payment of any claim or for any performance, and Buyer, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. No shareholder, officer, employee or agent (other than a general partner) of Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter.

This Section 31 shall survive the Close of Escrow or a termination of this Agreement.

**31. Governing Law.** The Parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

**32. Computation of Time Periods; Pacific Time.** If the date upon which the Closing Date or any other date for performance or time period for performance provided for in this Agreement is or ends on a Saturday, Sunday or Federal, State of California legal holiday, then such date shall automatically be extended until the next day which is not a Saturday, Sunday or Federal or State of California legal holiday. The term "***business days***" when used in this Agreement is defined as days falling other than on a Saturday, Sunday or federal or State of California holiday. "***Pacific Time***" under this Agreement is defined as either Pacific Standard Time or Pacific Daylight Time, whichever may be applicable on the applicable date.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**SELLER:** **FONTANA 37, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ESCROW HOLDER ACCEPTANCE

ESCROW HOLDER APPROVES THE ESCROW PROVISIONS AND SPECIFIC INSTRUCTIONS TO ESCROW HOLDER SET FORTH IN THE FOREGOING AGREEMENT AND AGREES TO ACT IN ACCORDANCE THEREWITH.

\_\_\_\_\_ TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
\_\_\_\_\_, Escrow Officer

Date: \_\_\_\_\_, 2021

**LIST OF EXHIBITS**

- Exhibit "A" Description of the Property
- Exhibit "B" Grant Deed
- Exhibit "C" Preliminary Report
- Exhibit "D" Federal Certificate of Withholding

**EXHIBIT "A"**Legal Description of the Property

That certain real property situated in the State of California, City of Fontana, County of San Bernardino, State of California, and more particularly described as follows:



**EXHIBIT "B"**

Form of Grant Deed

*[See Attached]*

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
THIS GRANT DEED AND ALL  
TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FREE RECORDING

This instrument is for the benefit of the West Valley Water District and is entitled to be recorded without fee (Gov. Code, § 27383).

(Space Above For Recorder's Use)

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, FONTANA 37, LLC, a Delaware limited liability company ("**Grantor**"), hereby grants to the WEST VALLEY WATER DISTRICT, a public agency of the State of California ("**Grantee**"), all that certain real property situated in the City of Fontana, County of San Bernardino, State of California described on Exhibit "1" attached hereto and incorporated herein by reference, together with any and all improvements, easements, privileges and rights appurtenant thereto (collectively, the "**Property**").

This conveyance is made subject to (a) all non-delinquent real property taxes, (b) all non-delinquent special assessments, if any, (c) all matters of record, (d) all matters that would be revealed by an accurate survey of the Property, as of the date hereof and (e) the right of first refusal in favor of Grantor attached hereto as Exhibit "2".

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of \_\_\_\_\_, 2021.

**GRANTOR:**

**FONTANA 37, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, Notary Public,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "1"****Legal Description of the Property**

That certain real property situated in the State of California, City of Fontana, County of San Bernardino, State of California, and more particularly described as follows:

**EXHIBIT “2”****Right of First Refusal**

As a covenant that shall run with the Property for a period of ten (10) years from the date of the recordation of this Grant Deed, Grantor shall have a right of first refusal to purchase any interest in the Property that Grantee proposes to sell (“**Proposed Transfer Interest**”) on the terms set forth herein (“**Refusal Right**”). Any proposed sale, transfer, or other conveyance of the Proposed Transfer Interest by Grantee (“**Proposed Transfer**”) shall not be made without Grantee first giving Grantor the “Proposed Transfer Notice” (defined below) and complying with the other applicable provisions herein.

1. Proposed Transfer Notice. If Grantee intends to make a Proposed Transfer, Grantee shall give Grantor written notice of the Proposed Transfer (“**Proposed Transfer Notice**”) and Grantor and Grantee shall, for a period, not to exceed thirty (30) days (“**Negotiation Period**”) endeavor to agree, in the sole and absolute discretion of each, upon the terms and provisions of Grantor’s acquisition of the Proposed Transfer Interest. In the event that Grantor and Grantee fail to come to agreement with respect to Grantor’s acquisition of the Proposed Transfer Interest within the Negotiation Period, Grantee shall, should it still desire to sell the Proposed Transfer Interest, use its best efforts to solicit in good faith third party arm’s-length offers (each an “**Offer**” and collectively, the “**Offers**”) for a period of sixty (60) days (“**Offering Period**”), for the cash purchase of the Proposed Transfer Interest. At the expiration of such Offering Period, Grantee shall forward true and correct copies of all Offers received by Grantee to Grantor along with written certification that the purchase price, terms and conditions referred to in the Offers have been arrived at through a good faith arm’s-length solicitation. The highest and lowest purchase prices of such Offers shall be disregarded and the purchase prices of the remaining Offers shall be averaged, with the average purchase price being referred to as the “**ROFR Purchase Price**”. In the event that notwithstanding its best efforts, only two (2) Offers are received by Grantee, the ROFR Purchase Price shall be the average of the two (2) Offers.

2. Grantor’s Notice of Purchase. If, within fifteen (15) business days after receipt of the Offers and Grantee’s written certification of good faith arm’s-length negotiations (“**Election Period**”), Grantor elects to purchase the Proposed Transfer Interest for the ROFR Purchase Price by giving written notice to Grantee (“**Purchase Notice**”), Grantee and Grantor shall enter into a written agreement for the sale and conveyance of the Proposed Transfer Interest to Grantor which (i) provides for the ROFR Purchase Price as the purchase price of the Proposed Transfer Interest, (ii) includes reasonable representations and warranties as to the physical condition of and title to the Proposed Transfer Interest, (iii) provides for a feasibility and title review period of not less than thirty (30) days and a closing date of not less than sixty (60) days from the effective date of such agreement, (iv) provides for the conveyance of title to the Proposed Transfer Interest to Grantor pursuant to the provisions of the Grant Deed to which this Right of First Refusal is attached (without being subject to this Right of First Refusal), subject only to real property taxes and assessments for the then-current fiscal year and covenants, conditions, restrictions, reservations, easements and rights of record, as agreed to by Grantor and Grantee during the aforementioned title review period, and (v) includes such other terms and provisions as are reasonable and customary for the sale of interests in real property such as the Proposed Transfer Interest. If Grantor does not timely deliver its Purchase Notice, or if Grantor delivers to the Grantee written notification that it is electing not to exercise such Refusal Right, then the Grantee may complete the sale to any person or entity who has submitted an Offer free of Grantor’s Refusal Right, but only on the same terms and conditions of such Offer, and only for the Proposed Transfer Interest and not more or less than the Proposed Transfer Interest.

3. Failure of Grantee to Complete Third-Party Sale. If the Grantee: (a) does not complete the sale of the Proposed Transfer Interest to the third-party whose Offer it elects to accept within one hundred eighty (180) days (“**Closing Period**”) after the expiration of the Election Period; or (b) intends to undertake the

Proposed Transfer on terms and conditions which are changed or modified from those in Offer it has accepted, then such Proposed Transfer shall be treated as new Proposed Transfer to which the above provisions of this Section and Grantor's Refusal Right shall once again apply.

4. Termination of Refusal Right. The Refusal Right shall terminate with respect to any particular Proposed Transfer and Proposed Transfer Interest if and only if Grantor does not exercise the Refusal Right within the Election Period and the Grantee thereafter completes the Proposed Transfer on the terms and conditions set forth in the Offer accepted by Grantee within the Closing Period. The Refusal Right shall remain in effect as to any interests in the Property not included in the Proposed Transfer Interest if any. Notwithstanding the foregoing, unless previously exercised, the Refusal Right in any event shall terminate and be of no further force or effect on the date ten (10) years after the date of the recordation of this Grant Deed.

5. Recordation of Termination Documents. In the event of the termination of the Refusal Right, Grantor shall execute and deliver to Grantee for recordation in the Official Records of the County of San Bernardino a quitclaim deed wherein all of Grantee's rights, title and interests in the Property are quitclaimed to Grantee.

**EXHIBIT "C"**

Preliminary Report

*[Attached]*

**EXHIBIT "D"**

**Certification of Non-Foreign Status**

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.

**FONTANA 37, LLC**, a Delaware limited liability company, as **"Transferor,"** hereby certifies to **WEST VALLEY WATER DISTRICT**, a public agency of the State of California, as **"Transferee,"** that withholding of tax is not required upon the transfer of a U.S. real property interest by Transferor to Transferee.

- a. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- b. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
- c. Transferor's U.S. employer identification/social security number is \_\_\_\_\_; and
- d. Transferor's office/residence address is:

Attn: Mr. Bryan Goodman  
 Fontana 37, LLC  
 1156 N. Mountain Avenue  
 Upland, CA 91786

2. **General Provisions.** Transferor understands that any transferee of its interest in real property is relying on this Certification in determining whether withholding is required upon said transfer.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both. Transferor hereby agrees to protect, indemnify, defend and hold Transferee harmless from and against any and all obligations, liabilities, claims, losses, actions, causes of action, rights, demands, damages, costs and expenses of every kind, nature or character whatsoever (including, without limitation, actual attorneys' fees and court costs), incurred by Transferee as a result of (a) Transferor's failure to pay U.S. Federal income tax which it is required to pay under applicable U.S. law; or (b) any false or misleading statement contained herein.

Under penalty of perjury the undersigned declares that he has examined this Certification and, to the best of his knowledge and belief, it is true, correct and complete, and the undersigned further declares that he has authority to sign this document on behalf of Transferor.

Date: \_\_\_\_\_, 2021"

"Transferor"

FONTANA 37, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





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

**DATE:** July 14, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal , General Manager  
**SUBJECT:** CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH RICHLAND DEVELOPERS, INC FOR LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TENTATIVE TRACT MAP 20010

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**BACKGROUND:**

Richland Developers, Inc. (“Developer”) is the owner of land located north of Duncan Canyon Road, east of Hawk Ridge Avenue and west of the I-15 freeway in the City of Fontana, known as Tentative Tract Map 20010, Monarch Hills (“Development”), as shown in Exhibit A. The Development consists of mixed single-family and multi-family residential housing lots requiring water services. In developing this land, the Developer is required to construct a new water main within the tract to allow for new domestic and irrigation connections.

**DISCUSSION:**

In order to construct the water facilities needed to supply water to the Development, West Valley Water District (“District”) and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”). This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Attached as Exhibit B is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development.

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

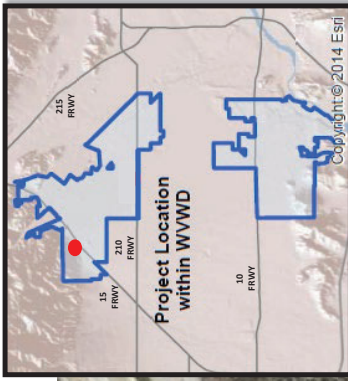
Staff recommends that this item be submitted for consideration & approval by the full Board at a future Board of Directors meeting and authorize the General Manager to execute the necessary documents.

DG:ls

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement with Richland Developers Inc

# EXHIBIT A



**Exhibit A**  
**Monarch Hills (Lytle Creek Rd Backbone)**

3.b.5.a

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **RICHLAND DEVELOPERS, INC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TTM 20010 – MONARCH HILLS** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the “Rules and Regulations”), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as “Legal Requirements”).

1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.

1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

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

## **2. CONSTRUCTION**

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

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

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

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

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

## **3. LICENSES AND PERMITS**

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

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

3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## 5. BONDING REQUIREMENTS

5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010**, is **NINE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$952,767.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **NINE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$952,767.00)**, equal to 100 percent of the approved Developer's estimate.

5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
*RE: Lytle Creek Rd Water Improvement Plans Monarch Hills Development*

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

DEVELOPER NAME: RICHLAND DEVELOPERS, INC.  
ATTN TO: DEREK BARBOUR  
ADDRESS: 3161 MICHELSON DRIVE, SUITE 425, IRVINE, CA 92612  
RE: Lytle Creek Rd Water Improvement Plans Monarch Hills Development

7.4. Notices required shall be given to **Surety** addressed as follows:  
SURETY NAME: LOCKTON INSURANCE BROKERS, LLC  
ATTN TO: MARTHA R. BARRERAS  
ADDRESS: 19800 MACARTHUR BLVD., SUITE 1250, IRVINE, CA 92612  
RE: Lytle Creek Rd Water Improvement Plans Monarch Hills Development

7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

7.7. The District is closed on the holidays listed in Exhibit "D".

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

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

**9. INSPECTION**

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

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

furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

**10. TESTING AND DISINFECTION**

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

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

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

**12. AS-CONSTRUCTED DOCUMENTATION**

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

### 13. INDEMNIFICATION

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

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

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

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

### 14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct

any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

## **15. COSTS AND FEES**

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

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

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

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

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

**18. BREACH OR DEFAULT OF AGREEMENT**

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

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

**19. SUCCESSORS BOUND**

19.1. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

**20. ENFORCEMENT OF PROVISIONS**

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

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

Date: \_\_\_\_\_

**DEVELOPER:**

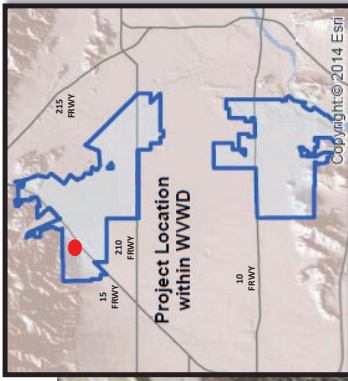
**RICHLAND DEVELOPERS, Inc**  
**a Delaware Corporation**

By: \_\_\_\_\_  
John Troutman, Vice President  
Authorized Agent

Date: \_\_\_\_\_

# Exhibit A



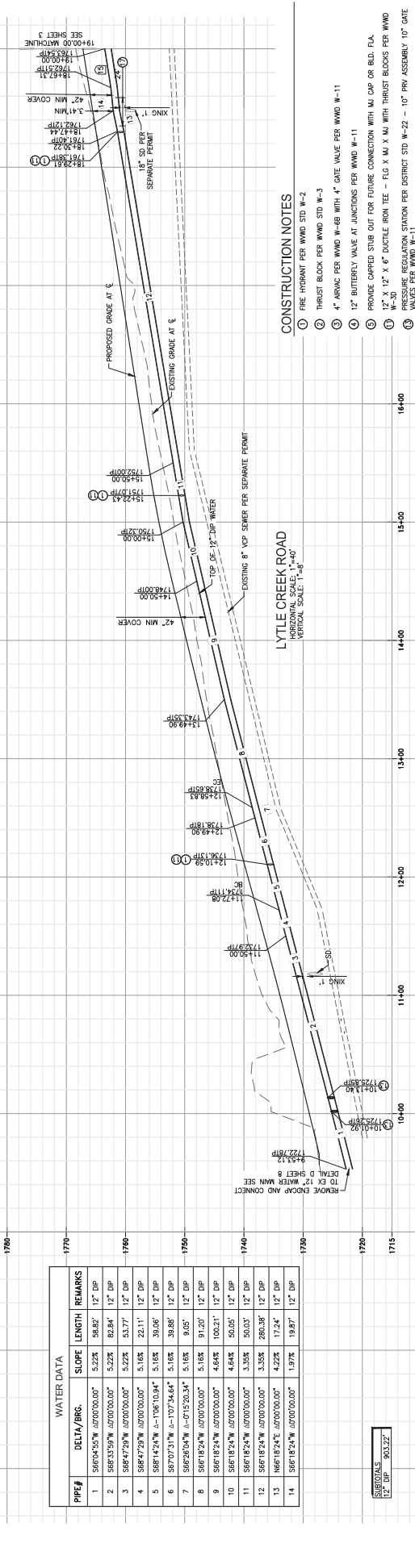


**Exhibit A**  
**Monarch Hills (Lytle Creek Rd Backbone)**

3.b.5.b

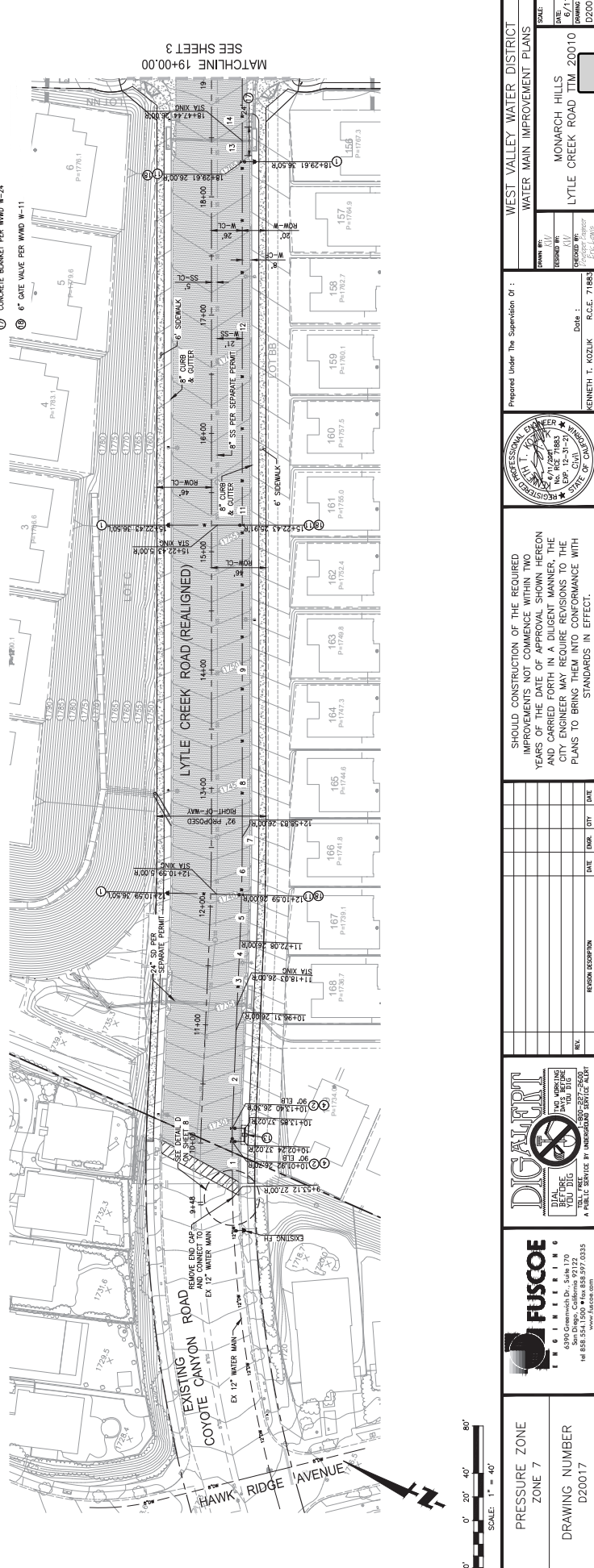
# Exhibit B





PIPE#	DELTA/BRG.	SLOPE	LENGTH	REMARKS
1	58674.55'W	0.00000000'	5.22'	36.82' 12" DP
2	58673.99'W	0.00000000'	5.22'	82.84' 12" DP
3	58672.99'W	0.00000000'	5.22'	53.77' 12" DP
4	58672.99'W	0.00000000'	5.16'	22.11' 12" DP
5	58674.24'W	-1.0610344'	5.16'	39.66' 12" DP
6	58677.31'W	-1.0773484'	5.16'	39.86' 12" DP
7	58676.04'W	-1.1712034'	5.16'	9.05' 12" DP
8	58676.24'W	0.00000000'	5.16'	91.20' 12" DP
9	58676.24'W	0.00000000'	4.64'	100.21' 12" DP
10	58676.24'W	0.00000000'	4.64'	50.05' 12" DP
11	58676.24'W	0.00000000'	3.35'	50.03' 12" DP
12	58676.24'W	0.00000000'	3.35'	280.38' 12" DP
13	58676.24'W	0.00000000'	4.22'	17.24' 12" DP
14	58676.24'W	0.00000000'	1.97'	19.87' 12" DP

- CONSTRUCTION NOTES**
1. FIRE HYDRANT PER WWD STD W-2
  2. THRUST BLOCK PER WWD STD W-3
  3. 4" ABRAC PER WWD W-48 WITH 4" GATE VALVE PER WWD W-11
  4. 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
  5. PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M. CAR OR BLD. F.A.
  6. 12" X 12" X 6" DUCTILE IRON TEE - FLG X M.I. X M.I. WITH THRUST BLOCKS PER WWD W-30
  7. WALKERS REGULATION STATION PER DISTRICT STD W-22 - 10" PVC ASSEMBLY 10" GATE VALVES PER WWD W-11
  8. CONCRETE BLANKET PER WWD W-24
  9. 6" GATE VALVE PER WWD W-11



**FUSCOE ENGINEERING**  
 4390 Genesee Ct., Suite 170  
 San Diego, California 92122  
 Tel: 619-237-2500  
 Fax: 619-237-2500  
 www.fuscoe.com

WEST VALLEY WATER DISTRICT  
 WATER MAIN IMPROVEMENT PLANS  
 MONARCH HILLS  
 LYTLE CREEK ROAD LTM 20010

Prepared Under the Supervision of:  
  
 KENNETH T. KOZLIK      Date:      R.C.E. 7183

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

REVISION LOG

NO.	DATE	DESCRIPTION

DATE    TIME    DATE

PRESSURE ZONE  
ZONE 7

DRAWING NUMBER  
DZ0017

3.b.5.b

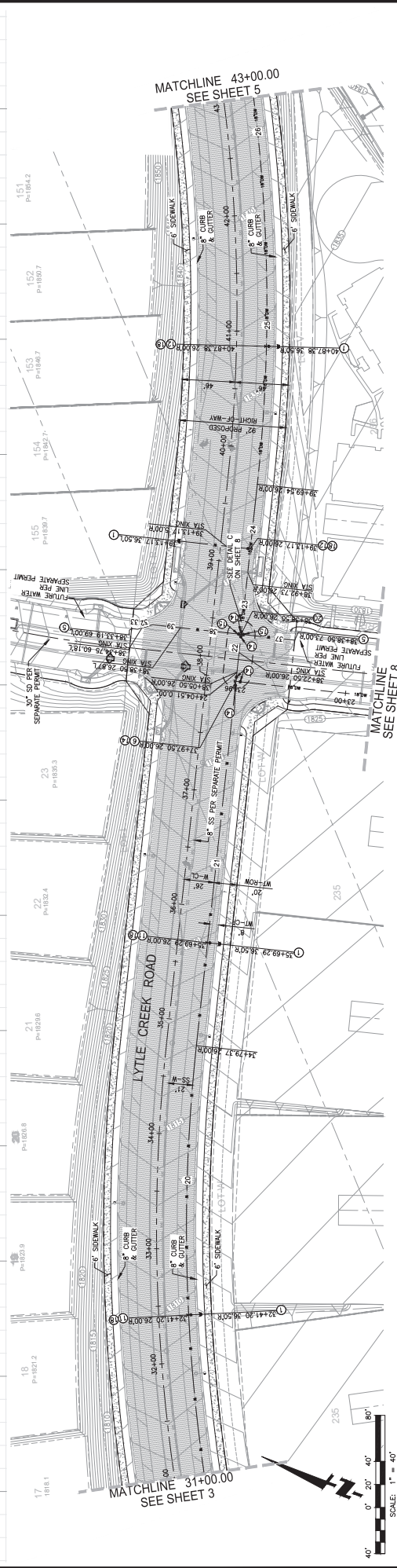
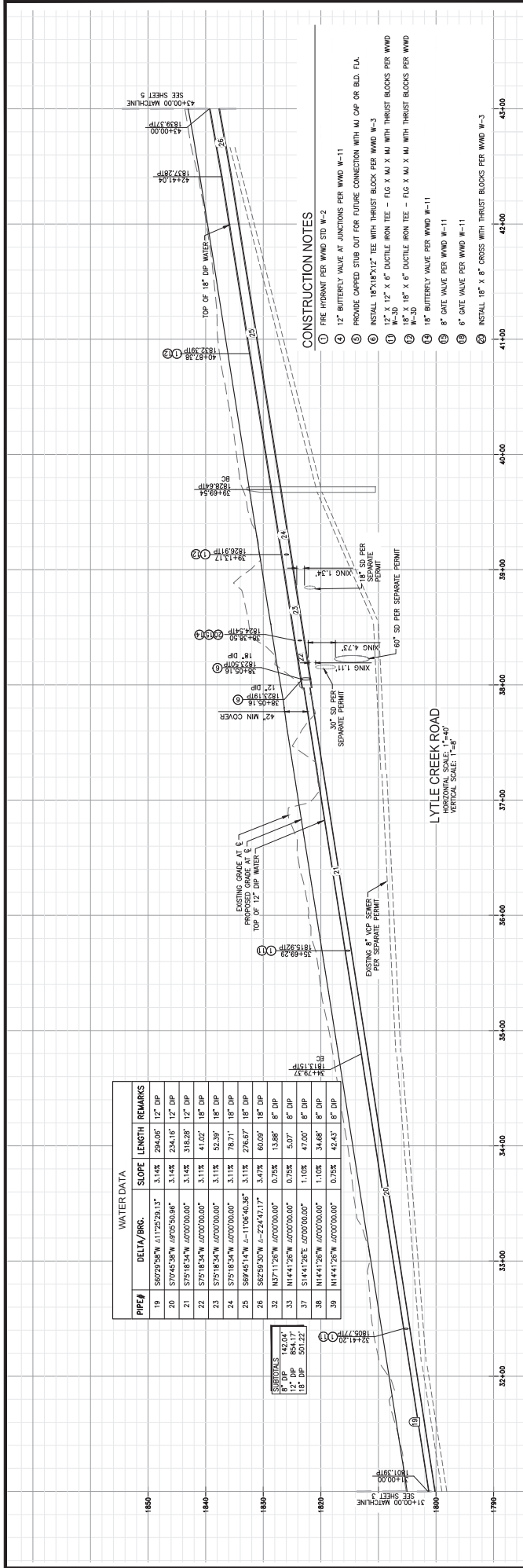


PIPE#	DELTA/FRG.	SLOPE	LENGTH	REMARKS
19	56029.58' W @ 1125.29x1.3"	3.14%	294.06'	12" DIP
20	57945.58' W @ 905.50x0.96"	3.14%	234.16'	12" DIP
21	57518.54' W @ 700.00x0.90"	3.14%	318.28'	12" DIP
22	57518.54' W @ 700.00x0.90"	3.11%	41.02'	18" DIP
23	57518.54' W @ 700.00x0.90"	3.11%	52.59'	18" DIP
24	57518.54' W @ 700.00x0.90"	3.11%	78.71'	18" DIP
25	58945.14' W @ 1108.40x0.96"	3.11%	276.87'	18" DIP
26	56259.50' W @ 1224.71x1.77"	3.47%	60.09'	18" DIP
32	N14711.90' W @ 700.00x0.90"	0.75%	53.88'	8" DIP
33	N14711.90' W @ 700.00x0.90"	0.75%	5.07'	8" DIP
37	N14711.90' W @ 700.00x0.90"	1.10%	47.00'	8" DIP
38	N14711.90' W @ 700.00x0.90"	1.10%	34.68'	8" DIP
39	N14711.90' W @ 700.00x0.90"	0.75%	42.43'	8" DIP

VERTICALS	REMARKS
142.04'	8" DIP
864.17'	12" DIP
507.12'	12" DIP

**CONSTRUCTION NOTES**

- 1 FIRE HYDRANT PER WMD STD W-2
- 2 12" BUTTERFLY VALVE AT JUNCTIONS PER WMD W-11
- 3 PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH MJ CAP OR BLD. FLA.
- 4 INSTALL 18"X18"X12" TEE WITH THRUST BLOCK PER WMD W-3
- 5 12" X 12" X 6" DUCTILE IRON TEE - FLG X MJ X MJ WITH THRUST BLOCKS PER WMD W-3
- 6 18" X 6" DUCTILE IRON TEE - FLG X MJ X MJ WITH THRUST BLOCKS PER WMD W-11
- 7 BUTTERFLY VALVE PER WMD W-11
- 8 GATE VALVE PER WMD W-11
- 9 INSTALL 18" X 6" CROSS WITH THRUST BLOCKS PER WMD W-3



WEST VALLEY WATER DISTRICT  
WATER MAIN IMPROVEMENT PLANS

MONARCH HILLS  
LYTLE CREEK ROAD LTM 20010

DATE: 6/11/2021  
DRAWING NO.: D20017/6

**3.b.5.b**

---

Prepared Under The Supervision of:

**KENNETH T. KOZLIK** R.C.E. 71883

DATE: 6/11/2021

PROFESSIONAL ENGINEER  
No. 10207  
Exp. 12-31-22  
Civil

---

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

REVISION LOG

NO.	DESCRIPTION	DATE	BY	CHK

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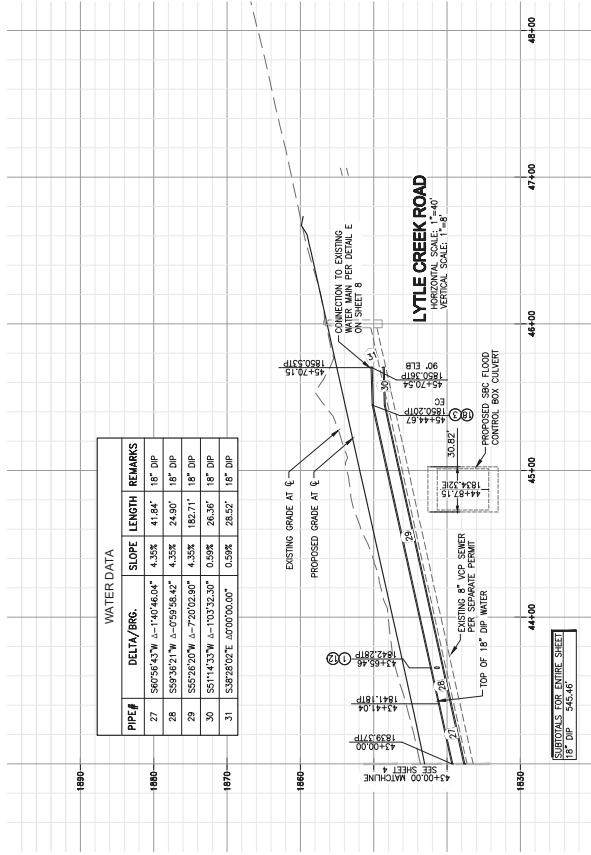
**FUSCOE**  
ENGINEERING INC.  
4350 Guernsey Dr., Suite 170  
San Diego, California 92122  
Tel: 619-237-2500  
Fax: 619-237-2500  
www.fuscoe.com

**DIGITAL**  
DIAL  
BY DATE  
TALK FREE  
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

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PRESSURE ZONE  
ZONE 7

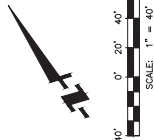
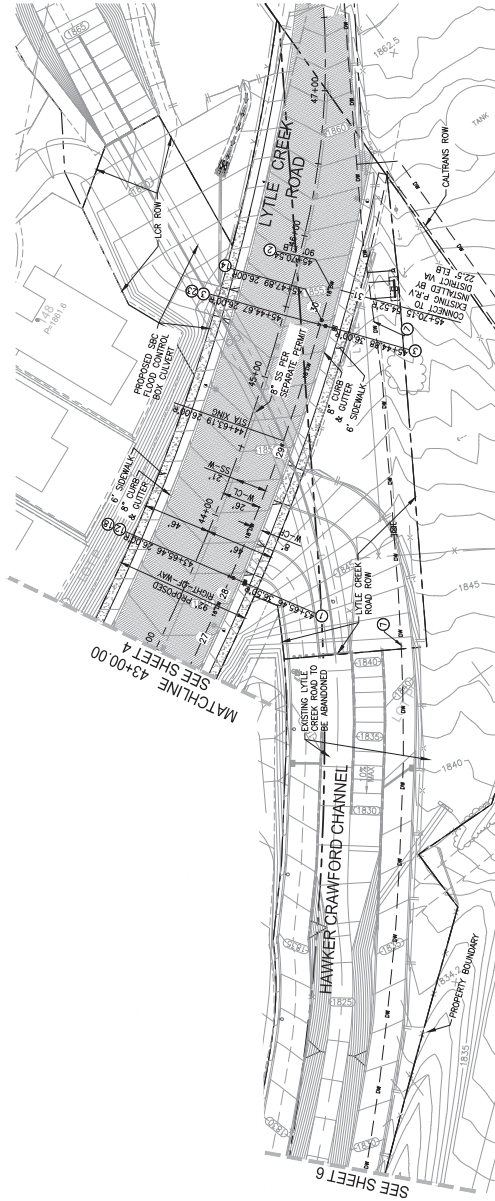
DRAWING NUMBER  
D20017



WATER DATA			
PIPE #	DELTA/BRG.	SLOPE	LENGTH REMARKS
27	560736/437 W	Δ=1'40.44/6.04'	4.35% 41.84' 18" DIP
28	556736/217 W	Δ=0'59.56/4.27'	4.35% 24.90' 18" DIP
29	556736/207 W	Δ=7'20.03/8.07'	4.35% 182.71' 18" DIP
30	55114.53 W	Δ=1'10.32/3.30'	0.56% 26.36' 18" DIP
31	538729/027 E	Δ=0'00.00/0.00'	0.56% 26.32' 18" DIP

**CONSTRUCTION NOTES**

- 1. FIRE HYDRANT PER WWD STD W-2
- 2. THRUST BLOCK PER WWD STD W-3
- 3. 4" AIRVAC PER WWD W-6B WITH 4" GATE VALVE PER WWD W-11
- 4. CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
- 5. 18" X 18" X 6" DUCTILE IRON TEE - FIG. X MU X MU WITH THRUST BLOCKS PER WWD W-3D
- 6. 18" BUTTERFLY VALVE PER WWD W-11
- 7. 6" GATE VALVE PER WWD W-11
- 8. 18" X 18" X 4" DUCTILE IRON TEE - FIG. X MU WITH THRUST BLOCKS PER WWD W-3D

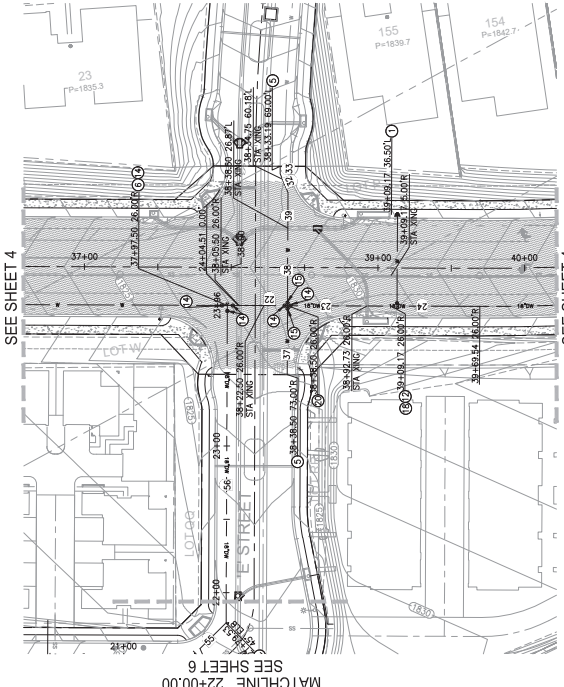
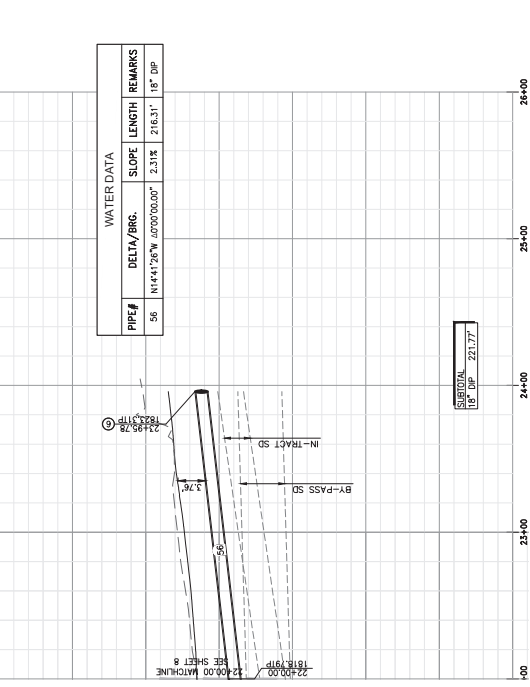


<p><b>FUSCOE</b> ENGINEERING 4390 Greenleaf Dr., Suite 170 San Diego, California 92122 Tel: 619.594.8800 www.fuscoe.com</p>	<p><b>DIGITAL</b> DIAL BET TALK FREE A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>PROFESSIONAL ENGINEER T. KOZLIK 6/1/2021 Exp. 12-31-21 CIVIL UP DM</p>	<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS MONARCH HILLS LYTLE CREEK ROAD LTM 20010 DRAWING NO. D20017 DATE 6/1/2021 DESIGNED BY KJV CHECKED BY J. K. COOPER DATE 6/1/2021 R.C.E. 71883</p>										
<p>PREPARED UNDER THE SUPERVISION OF: KENNETH T. KOZLIK</p>	<p>SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>REVISION DESCRIPTION</th> <th>DATE</th> <th>BY</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REVISION DESCRIPTION	DATE	BY	DATE						<p>PRESSURE ZONE ZONE 7</p> <p>DRAWING NUMBER D20017</p>
NO.	REVISION DESCRIPTION	DATE	BY	DATE									

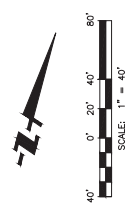
3.b.5.b





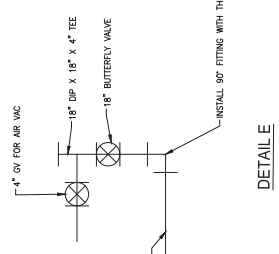


- CONSTRUCTION NOTES**
- ① FIRE PIPANT PER WWD STD W-2
  - ② THRUST BLOCK PER WWD STD W-3
  - ③ 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
  - ④ PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH MJ CAP OR BLD. P.A.
  - ⑤ INSTALL 18"X18"X1/2" TEE WITH THRUST BLOCK PER WWD W-3
  - ⑥ W-30 18" X 8" DUCTILE IRON TEE - FLG X MJ X MJ WITH THRUST BLOCKS PER WWD
  - ⑦ 18" BUTTERFLY VALVE PER WWD W-11
  - ⑧ 8" GATE VALVE PER WWD W-11
  - ⑨ 6" GATE VALVE PER WWD W-11
  - ⑩ INSTALL 18" X 8" CROSS WITH THRUST BLOCKS PER WWD W-3

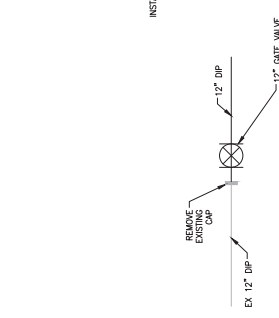


<p><b>FUSCOE</b> ENGINEERING</p> <p>4390 Greenloch Dr., Suite 170 San Diego, California 92122 Tel: 619.594.8800 www.fuscoe.com</p>	<p><b>DIGITIZER</b></p> <p>DIAL NET FREE TALK FREE</p> <p>A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS</p> <p>MONARCH HILLS LYTLE CREEK ROAD LTM 20010</p>	<p>Prepared Under The Supervision of :</p> <p><b>KENNETH T. KOZLIK</b> R.C.E. 71883</p>
<p>PRESSURE ZONE ZONE 7</p>	<p>DRAWING NUMBER D20017</p>	<p>DATE: 6/1/2021</p> <p>ISSUED: 6/1/2021</p> <p>DESIGNED BY: KJL</p> <p>CHECKED BY: KJL</p>	<p>DATE: 6/1/2021</p> <p>ISSUED: 6/1/2021</p> <p>DESIGNED BY: KJL</p> <p>CHECKED BY: KJL</p>

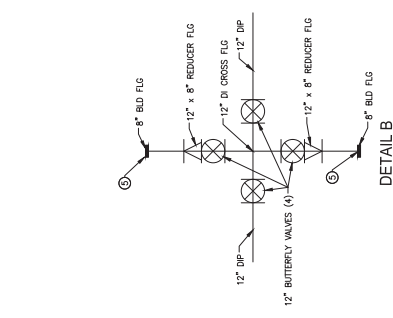
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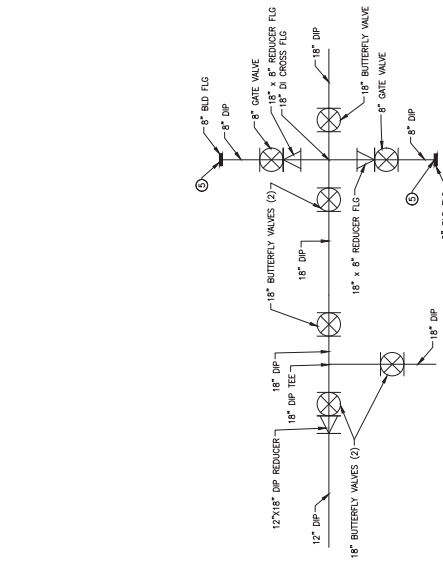
DETAIL A



DETAIL B



DETAIL C



DETAIL D

<p><b>FUSCOE</b> ENGINEERING 4390 Greenloch Dr., Suite 170 San Diego, California 92122 Tel: 619-594-2277 • Fax: 619-594-2278 www.fuscoe.com</p>	<p><b>DIGITAL</b> DIAL BY THE TALK FREE A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>REVISION DESCRIPTION</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>CHK</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY	CHK	DATE						<p>SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.</p>	<p>Prepared Under The Supervision of : KENNETH T. KOZLIK R.C.E. 71883</p>	<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS MONARCH HILLS LYTLE CREEK ROAD LTM 20010</p>
			NO.	DATE	BY	CHK	DATE								
<p>PROJECT NO.: DATE: 6/11/2021 DRAWING NO.: D20017/6</p>															

PRESSURE ZONE  
ZONE 7

DRAWING NUMBER  
D20017

3.b.5.b

# Exhibit C

Monarch Hills Bond Cost Estimate  
6/16/2021

Project ID: D20017  
Description: Lytle Creek Rd

ITEM	QUANTITY	UNITS	UNIT COST	TOTAL COST
Fire hydrant	11	EA	9,700	106,700
4" Airvac with gate valve	3	EA	6,000	18,000
12" Butterfly valve	4	EA	3,200	12,800
18x18x12 Tee with block	1	EA	22,000	22,000
Cut, cap & abandon in place 18" main	2	EA	3,750	7,500
Conductor tube encasement	105	LF	22	2,299
6" Blow off	1	EA	4,150	4,150
12x12x6 Tee with block	8	EA	3,390	27,120
18x18x6 Tee with block	4	EA	4,620	18,480
10" PRV Assembly with valves	1	EA	35,000	35,000
18" Butterfly valve	7	EA	7,500	52,500
8" Gate valve	2	EA	1,840	3,680
2" Irrigation meter/lateral/box w/ backflo	1	EA	2,700	2,700
Concrete blanket	24	LF	250	6,000
6" Gate valve	12	EA	1,350	16,200
18" CMLC pipe	120	LF	130	15,587
8" DIP	294	LF	67	19,719
12" DIP	3,132	LF	84	263,088
18" DIP	2,456	LF	130	319,244
<b>TOTAL</b>				<b>952,767</b>

# Exhibit D



ESTABLISHED AS A PUBLIC AGENCY IN 1952

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

## **2021 HOLIDAY LIST**

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



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

**DATE:** July 14, 2021  
**TO:** Engineering, Operations and Planning Committee  
**FROM:** Shamindra Manbahal , General Manager  
**SUBJECT:** ADOPT RESOLUTION 2021-17, ADOPTING THE AREA OF LAFCO 3243 (I-15 LOGISTICS PROJECT) INTO WEST VALLEY WATER DISTRICT ELECTION DISTRICT 1

---

**BACKGROUND:**

I-15 Logistics, LLC. is the owner of land (Exhibit A) located in unincorporated San Bernardino County, northwest of Interstate 15 (I-15), south of Sierra Avenue, east of Lytle Creek Road, and north of the City of Fontana's city limits, known as I-15 Logistics Center (I-15 Logistics Project). The I-15 Logistics Project proposes to construct a 1,171,788 square foot industrial warehouse. The project area is mostly within West Valley Water District's (District) service area, with the exception of 206,633 sq. ft. (4.744 Acres +/-). On February 6, 2020 the Board of Directors approved a plan for service and annexation of this area into the District's service area. On March 29, 2021, the Local Agency Formation Commission (LAFCO) by, Resolution No. 3328, adopted LAFCO 3243 reorganization to include annexation of this area into the District's service area.

**DISCUSSION:**

Division 21, State and Local Reapportionment, Chapter 8, Special Districts Election Code §22000(c) states that at the time of, or after, any annexation of territory to the District, the Board of Directors shall designate, by resolution, the division of which Election District the annexed area shall be a part. Attached as Exhibit B is Resolution 2021-17, adopting the area of LAFCO 3243 (I-15 Logistics Project) into West Valley Water District's Election District 1.

**FISCAL IMPACT:**

No fiscal impact.

**STAFF RECOMMENDATION:**

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

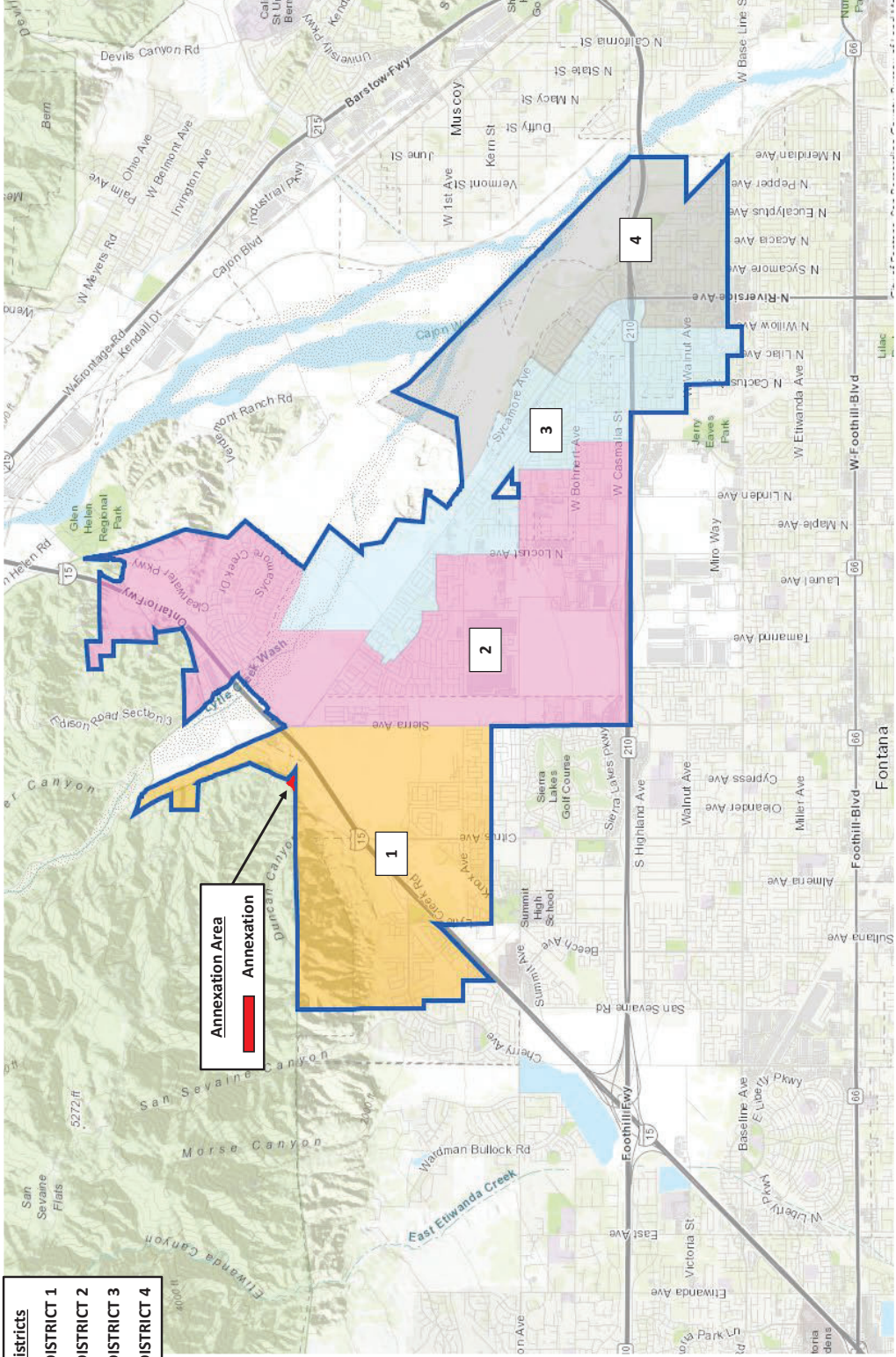
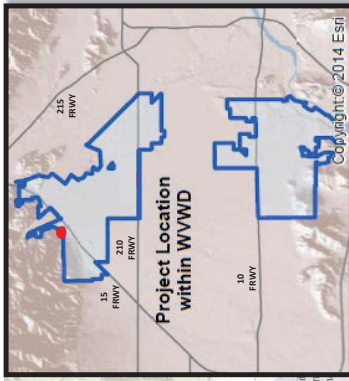
LJ:ls





**ATTACHMENT(S):**

1. Exhibit A Annexation Area
2. Exhibit B - Resolution 2021-17



# EXHIBIT A



Election Districts	
	DISTRICT 1
	DISTRICT 2
	DISTRICT 3
	DISTRICT 4

**Annexation Area**  
  
**Annexation**



## Exhibit A Annexation Area



3.b.6.a

# EXHIBIT B

**RESOLUTION NO. 2021-17**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF WEST VALLEY WATER DISTRICT  
ADOPTING THE AREA OF LAFCO 3243 (I-15 LOGISTICS PROJECT)  
INTO ELECTION DISTRICT 1**

**WHEREAS**, on March 29, 2021, the Local Agency Formation Commission (LAFCO) by, Resolution No. 3328, adopted LAFCO 3243 reorganization to include annexation of an area being proposed for development of a 1,171,788 square (sq) foot high-cube warehouse facility (I-15 Logistics Project) to the City of Fontana, Fontana Fire Protection District, West Valley Water District (District), and the San Bernardino Valley Municipal Water District; and

**WHEREAS**, Exhibit “C” of LAFCO 3243 more clearly identifies the area annexed into the District’s service area, which area is located in Government Lot 1 and that portion of the Southwest Quarter of Section 7, Township 1 North, Range 5 West, San Bernardino Meridian in the unincorporated area of San Bernardino County, State of California, calculated to be 206,633 sq. feet (4.744 Acres+/-), and is graphically shown on Exhibit “C-1” of LAFCO 3243; and

**WHEREAS**, on February 6, 2020 the Board of Directors approved a plan of service and annexation of this area into the District’s service area boundary; and

**WHEREAS**, this area is located on the northern boundary of West Valley Water District’s Election District 1; and

**WHEREAS**, Division 21. State and Local Reapportionment, Chapter 8, Special Districts Election Code §22000(c) states that at the time of, or after, any annexation of territory to the District, the Board of Directors shall designate, by resolution, the division of which Election District the annexed territory shall be a part.

**NOW THEREFORE BE IT RESOLVED**, that this Resolution hereby adopted and approved by the Board of Directors of the West Valley Water District, designates the annexed territory identified in LAFCO 3243, Exhibit “C”, as part of Election District 1.

**ADOPTED, SIGNED, AND APPROVED THIS 19th DAY OF AUGUST, 2021 BY THE FOLLOWING VOTE:**

**AYES: DIRECTORS:**  
**NOES: DIRECTORS:**  
**ABSENT: DIRECTORS:**  
**ABSTAIN: DIRECTORS:**

**ATTEST:**

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

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Channing Hawkins,  
President of the Board of Directors  
of West Valley Water District