



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

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

WEDNESDAY, NOVEMBER 10, 2021 - 6:00 PM

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

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The West Valley Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. Accordingly, it has been determined that all Board and Workshop meetings of the West Valley Water District will be held pursuant to Assembly Bill No. 361, the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue. 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. If you require additional assistance, please contact the Executive Assistant at administration@wvwd.org.

BOARD OF DIRECTORS

Director Greg Young
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.

PRESENTATION

- Oliver P. Roemer Water Filtration Facility Expansion Financing (Slides will be emailed separately)

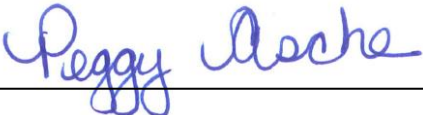
3. DISCUSSION ITEMS

- a. General Updates to Engineering, Operations and Planning Committee
- b. Consider Water System Infrastructure Installation and Conveyance Agreement with HDO 4, LLC for Ventana PA 6. **(Page No. 3)**
- c. Consider a Grant of Easement from Lennar Homes of California, Inc for River Ranch Tract 20208. **(Page No. 27)**
- d. Consider Amendment to Task Order No. 2 with GHD Inc. for Professional Engineering Services for the Oliver P. Roemer Water Filtration Facility Expansion Project. **(Page No. 42)**
- e. BIA Request for Grandfathering Development Fees. (Staff Report will be separately emailed)

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on November 4, 2021.



Peggy Asche, Board Secretary



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

DATE: November 10, 2021
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION
AND CONVEYANCE AGREEMENT WITH HDO 4, LLC FOR VENTANA
PA 6

BACKGROUND:

HDO 4, LLC. (“Developer”) is the owner of land located directly north and south of Duncan Canyon Road, west of Citrus Avenue and east of Lytle Creek Road in the City of Fontana, known as Ventana (“Development”). The Developer plans to construct the project in several phases, with each planning area containing multiple mixed-use residential and commercial products. In developing this land, new water mains and related facilities must be installed to allow for domestic, irrigation and fire connections to service the Development. In addition to the new facilities, as a condition of approval, the Developer will be required to pay a frontage charge equal to fifty percent (50%) of the cost for the construction of the extension of a 16-inch ductile iron water main from the intersection of Duncan Canyon Road and Citrus Avenue, to the northern most property line of Tract 20224, per the approved water plans, which is parallel to the new Development.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

DG:ls

ATTACHMENT(S):

1. Exhibit A - Water System Infrastructure Installation and Conveyance Agreement with HDO 4 LLC

EXHIBIT A

**WATER SYSTEM INFRASTRUCTURE
INSTALLATION AND CONVEYANCE AGREEMENT**

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of November 18, 2021, by and between **HDO 4, LLC A NEW MEXICO LIMITED LIABILITY COMPANY** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **WATER IMPROVEMENT PLANS FOR LYTLE CREEK ROAD (FUTURE ROAD) DUNCAN CANYON ROAD AND CITRUS AVENUE**, and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR WATER IMPROVEMENT PLANS FOR LYTLE CREEK ROAD (FUTURE ROAD) DUNCAN CANYON ROAD AND CITRUS AVENUE**, as approved and provided at a later date attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

2. CONSTRUCTION

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

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

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

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

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

3. LICENSES AND PERMITS

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

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

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

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

4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

5. BONDING REQUIREMENTS

5.1. Developer shall provide a Contractor's proposal based on the District approved water system plans. The Developer will provide a Contractor's proposal and will be submitted to the District for review and approval at a later date (Exhibit "C"), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The Contractor's proposal from the Developer for the **WATER IMPROVEMENT PLANS FOR LYTLE CREEK ROAD (FUTURE ROAD) DUNCAN CANYON ROAD AND CITRUS AVENUE**, is **TBD –DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – DOLLARS and 00/100 (\$0.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of **DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – TBD – DOLLARS and 00/100 (\$0.00)** equal to 100 percent of the approved Developer's estimate.

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

6. MATERIALS

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

7. NOTICES

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

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

WEST VALLEY WATER DISTRICT

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

RE: WATER IMPROVEMENT PLANS FOR LYTLE CREEK ROAD (FUTURE ROAD) DUNCAN CANYON ROAD AND CITRUS AVENUE

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

HDO 4, LLC

ATTN: ANDREW WENNERSTROM

2151 E. CONVENTION CENTER WAY, SUITE 114, ONTARIO CA 91764

RE: WATER IMPROVEMENT PLANS FOR LYTLE CREEK ROAD (FUTURE ROAD) DUNCAN CANYON ROAD AND CITRUS AVENUE

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

SURETY NAME:

ATTN TO:
ADDRESS

RE: WATER IMPROVEMENT PLANS FOR LYTLE CREEK ROAD (FUTURE ROAD) DUNCAN CANYON ROAD AND CITRUS AVENUE

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

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

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

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

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

requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

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

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

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

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

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

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

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

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

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

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

15. COSTS AND FEES

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

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

15.3. The Developer shall pay frontage charges equal to fifty percent (50%) of all previously established costs associated with the construction of the 16-inch water main extension in Citrus Avenue, north of Duncan Canyon Road per the approved plans for Tract 20224 and any actual cost increase due to construction change orders. If frontage charges are not received within 6 months of water main extension completion, the District may assess a construction cost index increase.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-

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

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

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

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

19. SUCCESSORS BOUND

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

[CONTINUED ON NEXT PAGE]

20. ENFORCEMENT OF PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____
Shamindra Manbahal, General Manager

Date: _____

DEVELOPER:

HDO 4, LLC
a New Mexico limited liability company

By: **HDO 4 LLC,**
a New Mexico limited liability company

By: _____
Richard Munkvold
Chief Financial Officer

Date: _____

Exhibit A

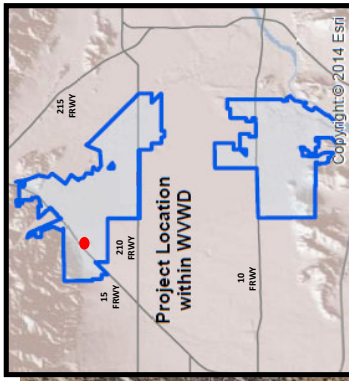
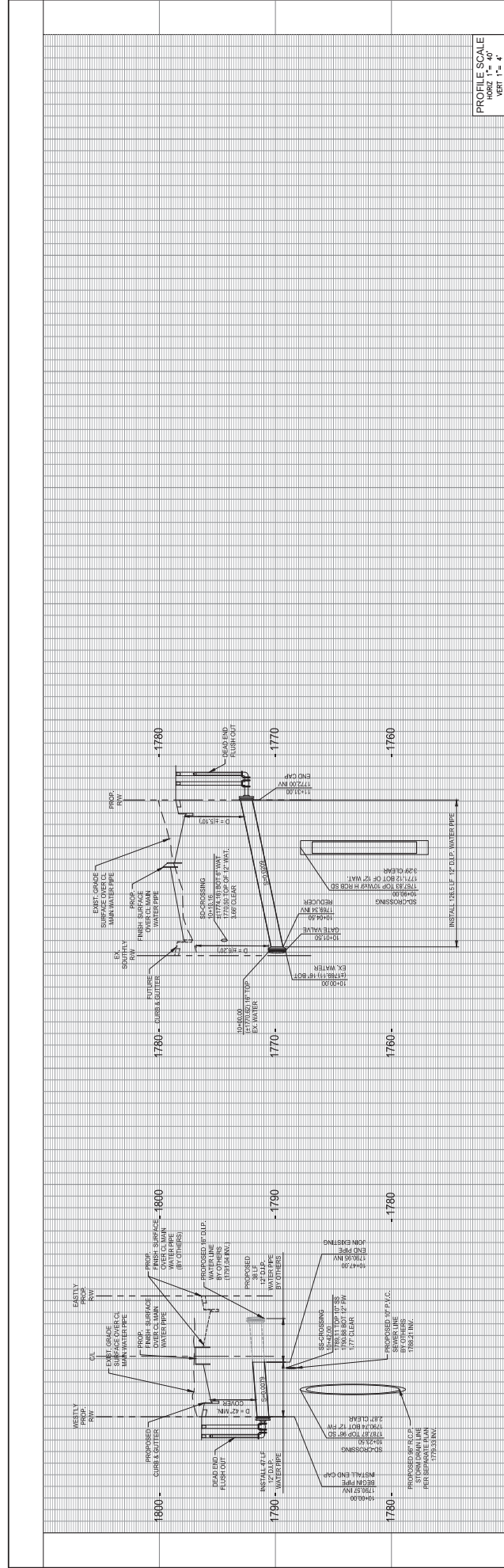


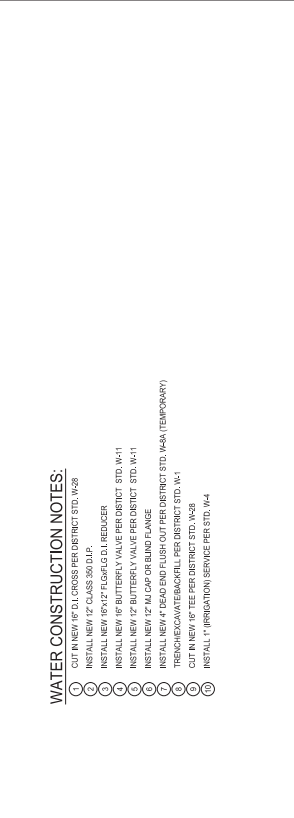
Exhibit A The Ventana



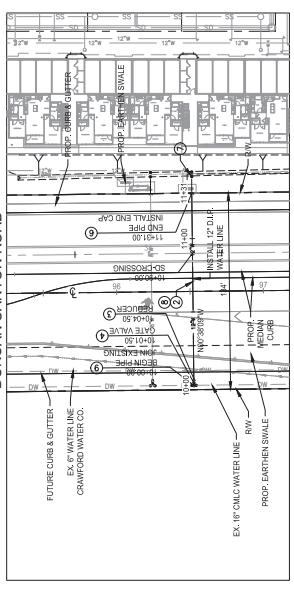
Exhibit B



PROFILE SCALE
 HORIZ. 1" = 40'
 VERT. 1" = 4'

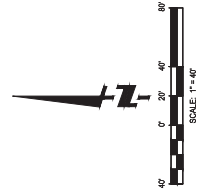


FIRE WATER LINE (PUBLIC)



FIRE WATER LINE (PUBLIC)

- WATER CONSTRUCTION NOTES:**
- 1. CUT IN NEW 12" D.I.P. CROSS-PERPENDICUT STD. W-38
 - 2. INSTALL NEW 12" CLASS 300 D.I.P.
 - 3. INSTALL NEW 12" BUTTERFLY VALVE PER DISTRICT STD. W-11
 - 4. INSTALL NEW 12" BUTTERFLY VALVE PER DISTRICT STD. W-11
 - 5. INSTALL NEW 4" D.I.P. OR BOND FLANGE
 - 6. TRENCH EXCAVATE BACKFILL PER DISTRICT STD. W-1
 - 7. CUT IN NEW 4" DEAD END FUSH-OUT PER DISTRICT STD. W-1
 - 8. CUT IN NEW 12" D.I.P. PER DISTRICT STD. W-38
 - 9. INSTALL 1" IRRIGATION SERVICE PER STD. W-4



SCALE 1" = 4'

PREPARED UNDER THE SUPERVISION OF

WEST VALLEY WATER DISTRICT
 PRESSURE ZONE 7
 FIRE WATER LINES

SHEET 4 of 4
 DRAWING NO. D21006

DATE: 11/14/07
 DATE: 11/14/07
 DATE: 11/14/07

REVISION: NO. BY DATE APPROVED BY

DESIGNED: [] CHECKED: [] SCALE: 1" = 4'

DRAWN: [] ISSUED: [] JOB NO.: []

REVISION

DIG AHEAD
 BEFORE YOU DIG
 CALL 800-4-A-HEAD
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ADJUST

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE PROTECTION AND PRESERVATION OF ALL EXISTING UTILITIES AND STRUCTURES AND TO VERIFY THE LOCATION, DEPTH, AND CHARACTERISTICS OF ALL EXISTING UTILITIES AND STRUCTURES PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION AND PRESERVATION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL EXISTING UTILITIES AND STRUCTURES.

Exhibit C

(to be provided at later date)

Exhibit D



ESTABLISHED AS A PUBLIC AGENCY IN 1952

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

2021 HOLIDAY LIST

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



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

DATE: November 10, 2021
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER A GRANT OF EASEMENT FROM LENNAR HOMES OF CALIFORNIA, INC FOR RIVER RANCH TRACT 20208

BACKGROUND:

Lennar Homes of California, Inc. (“Developer”) is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Ave in the City of Rialto, known as the River Ranch, Tract 20208 (“Development”), as shown in Exhibit A. In developing this land, the Developer is required to construct a new 18-inch water line within a dedicated open space lot and private streets to allow for the interconnection of the Zone 4 Well Sites.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

DG;ls

ATTACHMENT(S):

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

EXHIBIT A

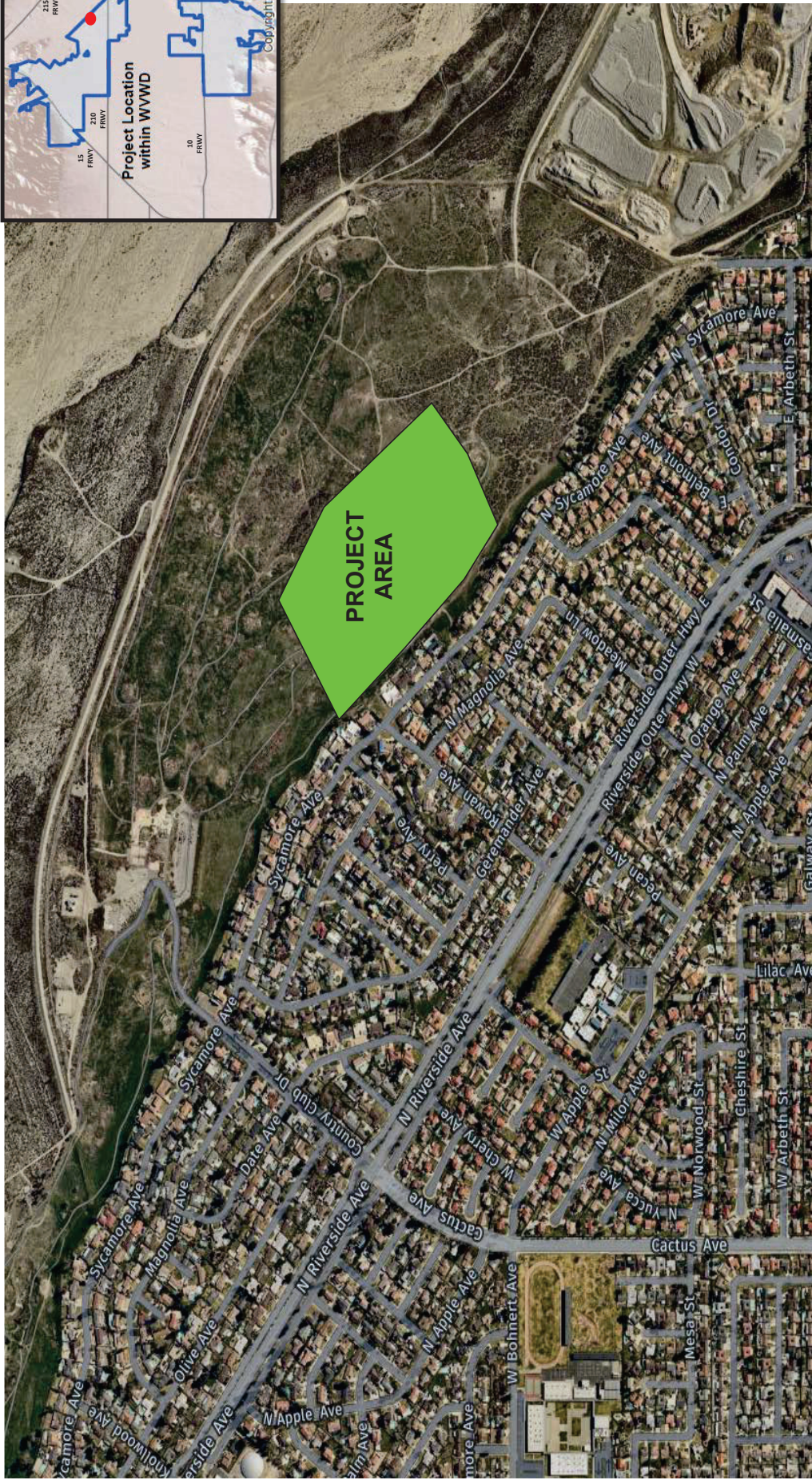
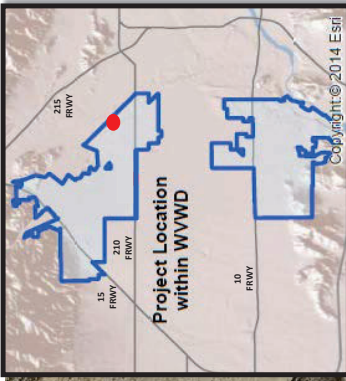
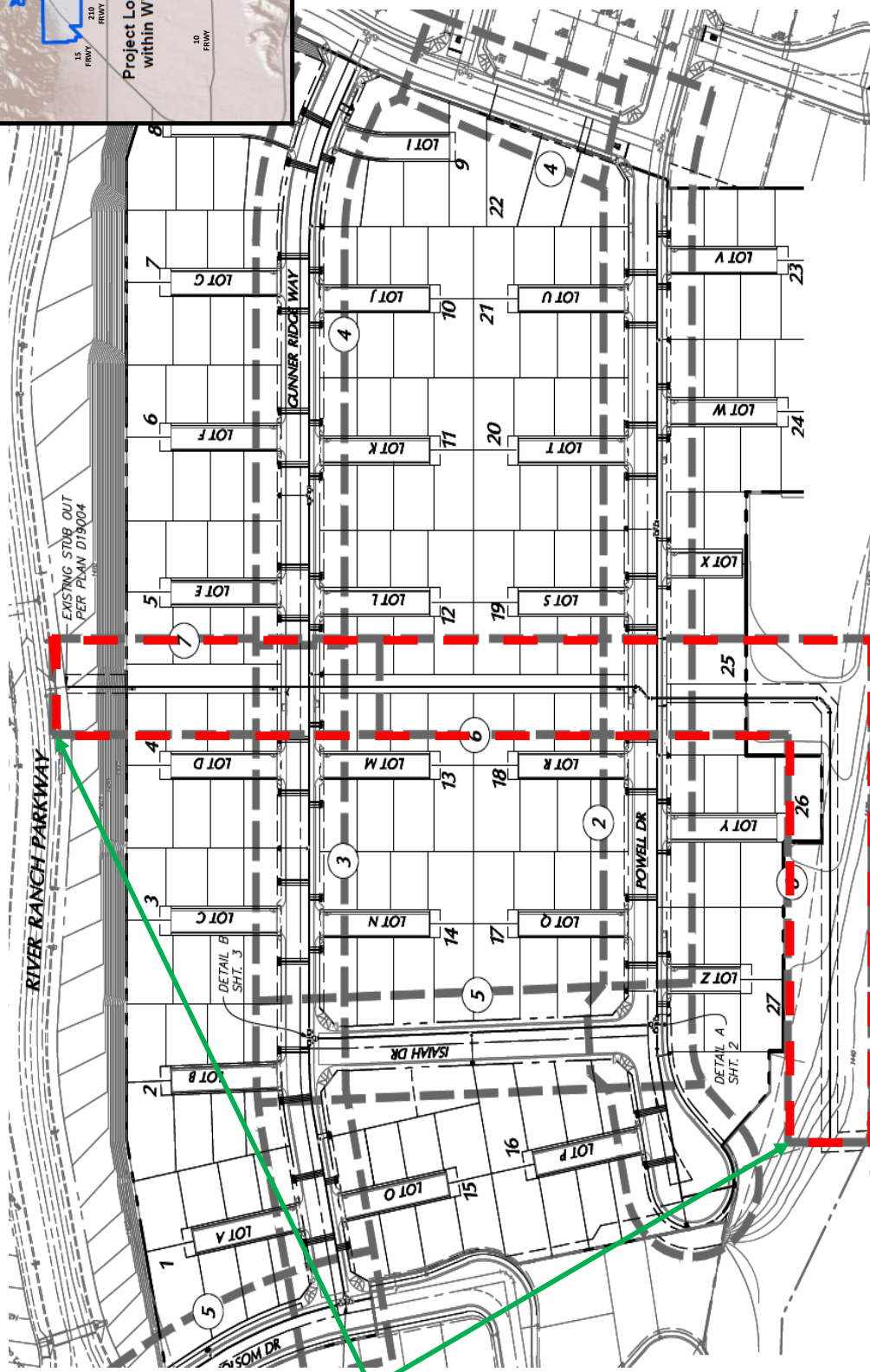
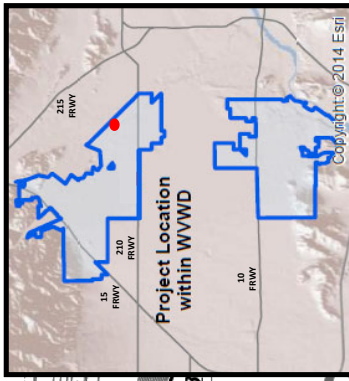


Exhibit A
TRACT 20208



3.c.a



Proposed
Grant of Easement



Exhibit A
TRACT 20208



EXHIBIT B

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

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

ATTENTION: GENERAL MANAGER

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

No Recording Fee required Pursuant to Government Code Section 27383

APN: _____

GRANT OF EASEMENT

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

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

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

The foregoing easement shall include:

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

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

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

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

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

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

IN WITNESS THEREOF, this instrument has been executed the _____ day of _____, 2021.

GRANTOR(S): _____

BY: _____

NAME: _____

ALL CAPACITY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement in favor of WEST VALLEY WATER DISTRICT, a county water district, is hereby accepted by order of the West Valley Water District on the date below and Grantee consents to the recordation thereof by its duly authorized office or agent.

DATE: _____

WEST VALLEY WATER DISTRICT

BY: _____
Peggy Asche, Board Secretary of the
West Valley Water District and Board of
Directors thereof

EXHIBIT "A"
WATER EASEMENT
LEGAL DESCRIPTION

SHEET 1 OF 2

PORTIONS OF LOT K AND LOT M OF TRACT MAP NO. 20092, LYING WITH THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS RECORDED IN BOOK ____ , PAGES ____-____, INCLUSIVE, OF SAID COUNTY

PARCEL 'A'

A STRIP OF LAND 20.00 FEET WIDE, THE CENTERLINE OF WHICH IS MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID LOT K WITH A BEARING OF "NORTH 50°57'24" WEST, AND A DISTANCE OF 1023.04 FEET";

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 50°57'24" EAST, 475.59 FEET, TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 39°02'36" EAST, 72.93 FEET TO TERMINATE AT THE SOUTHWESTERLY RIGHT OF WAY LINE OF EL RANCHO VERDE PARKWAY (39.00' HALF WIDTH).

THE SIDELINES OF SAID STRIP SHALL BE LENGTHEN OR SHORTENED NORTHERLY TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF EL RANCHO ROAD PARKWAY AND SOUTHERLY TO THE SOUTHWESTERLY LINE OF SAID LOT K.

CONTAINING 1,459± SQUARE FEET

SUBJECT: TO ALL COVENANTS, RIGHTS OF WAY AND EASEMENTS OF RECORDS

EXHIBIT 'B': ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

PARCEL 'B'

A STRIP OF LAND 20.00 FEET WIDE, THE CENTERLINE OF WHICH IS MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHEASTERLY LINE OF SAID LOT M WITH A BEARING OF "NORTH 50°57'24" WEST, AND A DISTANCE OF 274.67 FEET";

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 50°57'24" EAST, 64.67 FEET, TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 39°02'36" WEST, 83.69 FEET;

THENCE SOUTH 84°02'36" WEST, 23.07 FEET;

THENCE NORTH 50°57'24" WEST, 451.15 FEET;

THENCE SOUTH 36°40'02" WEST, 44.67 FEET TO TERMINATE AT AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID LOT M.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHEN OR SHORTENED NORTHERLY TO THE NORTHEASTERLY LINE OF SAID LOT M AND SOUTHERLY TO THE SOUTHWESTERLY LINE OF SAID LOT M.

PRERARED BY: K&A ENGINEERING
 357 N. SHERIDAN ST.
 CORONA, CA 92880

SECTION 26 TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M.
 DATE EXHIBIT PREPARED: JULY 17, 2021

EXHIBIT "A"
WATER EASEMENT
LEGAL DESCRIPTION

SHEET 2 OF 2

PARCEL 'B' CONT

CONTAINING: 12,026± SQUARE FEET

SUBJECT: TO ALL COVENANTS, RIGHTS OF WAY AND EASEMENTS OF RECORDS

EXHIBIT 'B': ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF



9/27/2021

ROBERT SCIOIBLUME
PLS NO. 9154
DATE EXP.

DATE



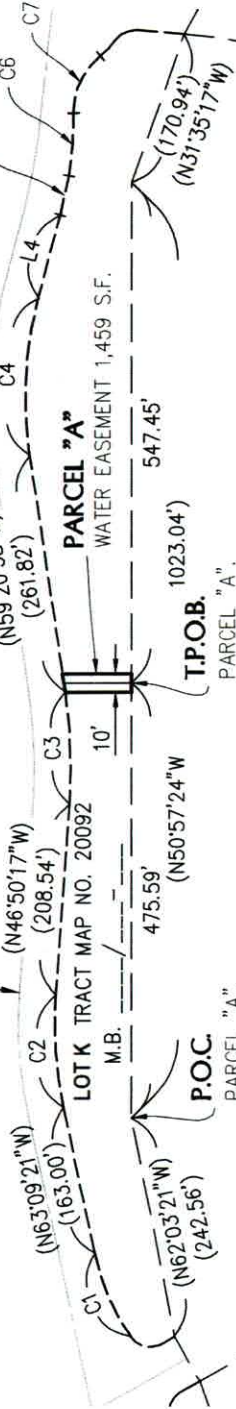
PRERARED BY: K&A ENGINEERING
357 N. SHERIDAN ST.
CORONA, CA 92880

SECTION 26 TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M.
DATE EXHIBIT PREPARED: JULY 17, 2021

EXHIBIT "B"
WATER EASEMENT
PLAT

SHEET 1 OF 3

EL RANCHO VERDE PARKWAY

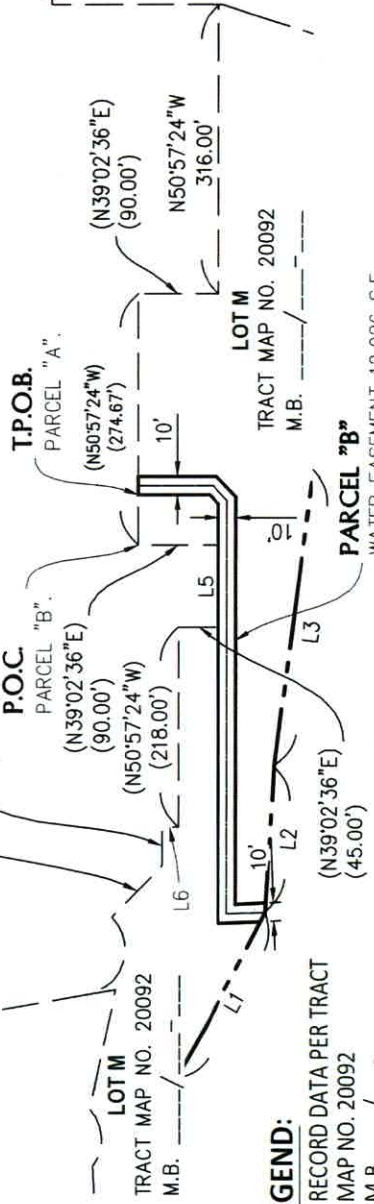


CURVE TABLE

NO.	A	R	L
C1	(21°19'51")	(268.00')	(99.77')
C2	(16°19'04")	(434.00')	(123.60')
C3	(12°30'41")	(566.00')	(123.59')
C4	(22°54'39")	(434.00')	(17354')
C5	(4°26'40")	(566.00')	(43.90')
C6	(11°17'06")	(346.00')	(68.15')
C7	(52°21'04")	(78.00')	(71.27')

LINE TABLE

NO.	BEARING	DISTANCE
L1	(N21°56'57"W)	(209.08')
L2	(N47°26'44"W)	(159.96')
L3	(N43°18'48"W)	(326.52')
L4	(N36°26'19"W)	(93.74')
L5	(N50°57'24"W)	(90.00')
L6	(N39°02'36"E)	(17.64')



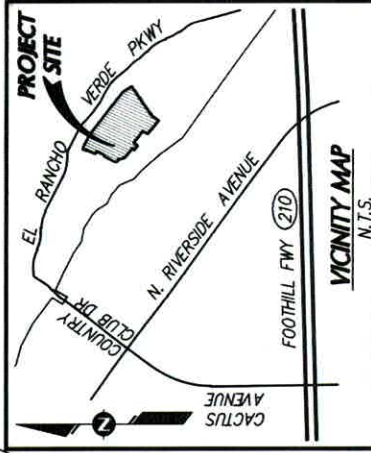
LEGEND:

- () RECORD DATA PER TRACT MAP NO. 20092
- M.B. _____

PREPARED BY: K&A ENGINEERING
357 N. SHERIDAN ST.
CORONA, CA 92880

AREA:
PARCEL "A" - 1,459 ± SQUARE FEET
PARCEL "B" - 12,026 ± SQUARE FEET

SCALE: 1"=200'
SECTION 26 TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M.
DATE EXHIBIT PREPARED: JULY 17, 2021



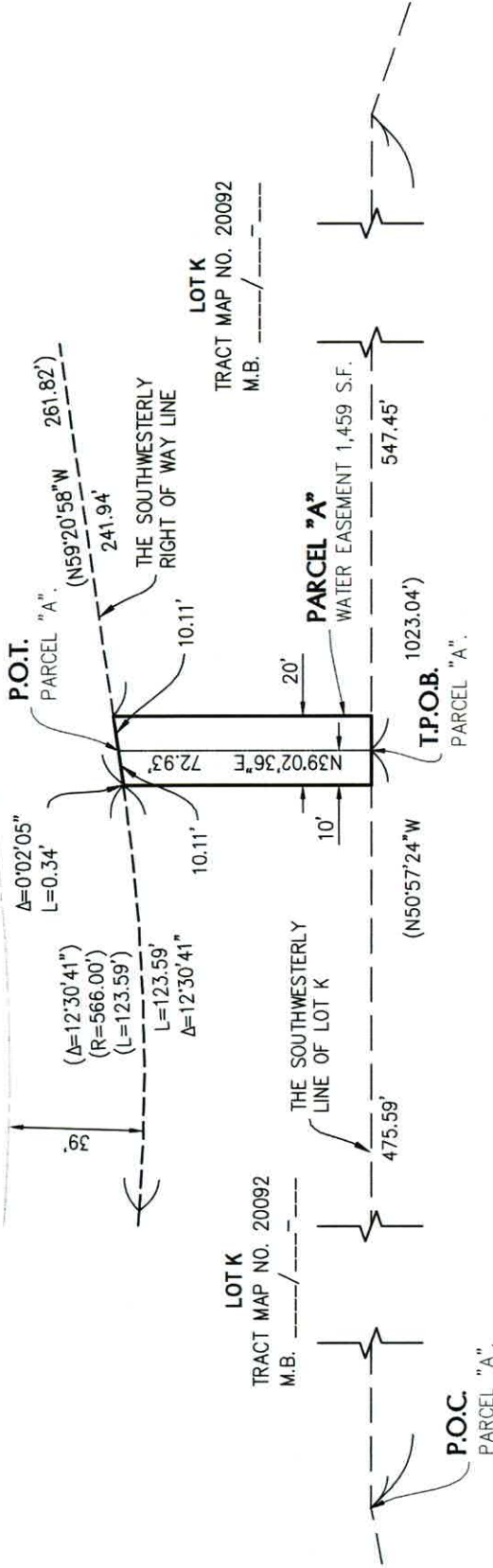
9/27/21

EXHIBIT "B"
WATER EASEMENT
PLAT

SHEET 2 OF 3



EL RANCHO VERDE PARKWAY



AREA:
 PARCEL "A" - 1,459 ± SQUARE FEET
 PARCEL "B" - 12,026 ± SQUARE FEET

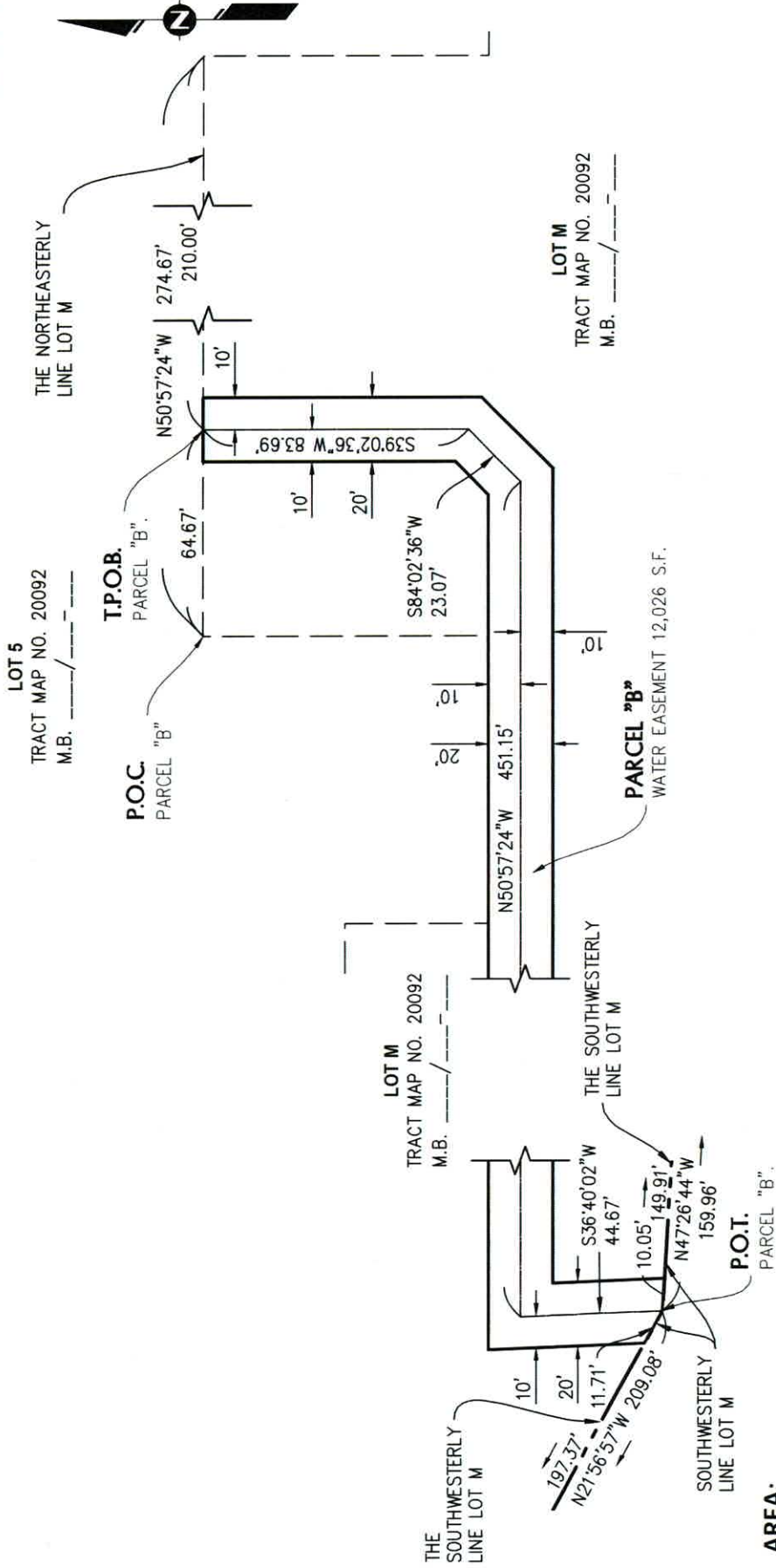
LEGEND:
 () RECORD DATA PER TRACT MAP NO. 20092
 M.B. ---/---/---

PREPARED BY: K&A ENGINEERING
 357 N. SHERIDAN ST.
 CORONA, CA 92880

SCALE: 1"=50'
 SECTION 26 TOWNSHIP 1 NORTH, RANGE 5 WEST, S.B.M.
 DATE EXHIBIT PREPARED: JULY 17, 2021

EXHIBIT "B" WATER EASEMENT PLAT

SHEET 3 OF 3





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

DATE: November 10, 2021
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER AMENDMENT TO TASK ORDER NO. 2 WITH GHD INC.
 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE OLIVER P.
 ROEMER WATER FILTRATION FACILITY EXPANSION PROJECT

DISCUSSION:

Over the past year and a half, GHD, Inc. (GHD) has been providing Professional Engineering Services to West Valley Water District's (District) for the Oliver P. Roemer Water Filtration Facility Expansion Project (project). To date, GHD has performed a commendable level of service to the District.

In May 2020, West Valley Water District entered into an Agreement for Professional Services with GHD to provide services through the first of the project. As the project has progressed, additional scope and services have been identified, including WIFIA and SRF Loan application support, discharge pipeline design, architectural and landscape improvements as well as SCADA upgrade and integration. With these additional tasks and as we move into this next phase of services, a new Task Order is required.

As we move into the next phase of the Project GHD will assist the District with the Design Build (DB) Team selection and onboarding and then provide Construction Management services and Engineering Services During Construction. This level of effort assumes a 2-year duration for design and construction of the project elements which assumes a part-time resident engineer and specialty inspections.

During this next phase of the project GHD will act as the "Owners Agent" during the Progress Design Build construction phase of the project, GHD will be responsible, as Owner's Agent, to review all of the DB work product and oversee construction, commissioning, post construction and warranty phase. Below is a brief description of the scope of work for GHD's Phase 2b services:

Scope of Work

1) Design-Build Phase

- Design Build Support Services
- Project Documentation, Reporting and Submittal Review
- Clarification & Interpretation Support

- Construction Observation Services
- DB Payment Assistance

2) Additional Services

- Landscape Predesign and SDC
- SCADA Requirements and SDC

3) Permitting and Compliance

- Engineering Report and Operations Plan Update
- Misc. Regulatory Requirements
- Loan Compliance Reporting

4) Commissioning Phase

- Review Documents, Meetings, Coordinate Responses, Oversee Startup

5) Post Construction and Warranty Phase

- Post-Construction, Warranty, Operational Optimization and As-Builts

6) Project Management

- Meetings, Project Planning/Coordination/Execution
- Progress Reports and Invoices

7) Contingency

- As Needed per District Request

A fixed fee proposal for the Phase 2b scope of work has been negotiated and is included in Exhibit A along with an Amendment to Task Order No. 2 with GHD Inc. Given how dynamic the work has evolved, contingency has been included in the Phase 2b scope and will only be used as-needed. There will be no billing for the contingency if no justification is identified. Within the original Statement of Qualifications submitted in January of 2020 an hourly rate schedule was provided and GHD will be holding these hourly rates through June 30, 2023 without any price increases.

FISCAL IMPACT:

The cost to perform the Construction Management and Engineering Services during Construction as presented in Amendment 1 to Task Order #2 for the Oliver P. Roemer Water Filtration Facility Expansion Project as proposed by GHD Inc. is \$1,538,602. This item was included in the Fiscal Year 2021/22 Capital Improvement Budget under project W19041.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

LJ:ls

ATTACHMENT(S):

1. Exhibit A - Amendment 1 to Task Order 2 with GHD for Roemer Expansion

EXHIBIT A

AMENDMENT 1 to TASK ORDER NO. 2
PROFESSIONAL ENGINEERING SERVICES
FOR THE
OLIVER P. ROEMER WATER FILTRATION FACILITY EXPANSION PROJECT

This Task Order ("Task Order") is executed this _____ day of _____, 2021 by and between West Valley Water District, a public agency of the State of California ("District") and GHD Inc. ("Consultant").

RECITALS

- A. On or about (May 21, 2020) District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

Shamindra Manbahal, General Manager

Board Secretary

CONSULTANT:

GHD Inc.

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT “1”
TO
AMENDMENT 1 TO TASK ORDER NO. 2

SCOPE OF SERVICES

INTRODUCTION

The purpose of the scope of services is to outline the tasks that are necessary to complete Professional Engineering Services for the Oliver P. Roemer Water Filtration Facility Expansion Project for West Valley Water District.

DESIGN-BUILD PHASE

- Design Build Support Services
- Project Documentation, Reporting and Submittal Review
- Clarification & Interpretation Support
- Construction Observation Services
- DB Payment Assistance

ADDITIONAL SERVICES

- Landscape Predesign and SDC
- SCADA Requirements and SDC

PERMITTING AND COMPLIANCE

- Engineering Report and Operations Plan Update
- Misc. Regulatory Requirements
- Loan Compliance Reporting

COMMISSIONING PHASE

- Review Documents, Meetings, Coordinate Responses, Oversee Startup

POST CONSTRUCTION AND WARRENTY PHASE

- Post-Construction, Warranty, Operational Optimization and As-Builts

PROJECT MANAGEMENT

Meetings, Project Planning/Coordination/Execution
Progress Reports and Invoices

CONTINGENCY - As Needed per District Request

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

Description	Cost
DESIGN-BUILD PHASE	
Design Build Support Services	\$196,159
Project Documentation	\$61,937
Reporting	\$54,840
Submittals	\$63,530
Clarification & Interpretation Support	\$77,262
Construction Observation Services	\$215,762
DB Payment Assistance	\$52,497
Subtotal	\$721,988
ADDITIONAL MISC. SERVICES	
Landscape Predesign and SDC	\$25,760
SCADA Requirements and SDC	\$78,960
Subtotal	\$104,720
PERMITTING AND COMPLIANCE	
Engineering Report and Operations Plan Update	\$77,661
Misc. Regulatory Requirements	\$15,248
Loan Compliance Reporting	\$13,169
Subtotal	\$106,078
COMMISSIONING PHASE	
Review Documents	\$23,955
Meetings	\$26,988
Coordinate Responses	\$30,292
Oversee Startup	\$82,068
Subtotal	\$163,303
POST CONSTRUCTION AND WARRENTY PHASE	
Post-Construction	\$35,991
Warranty	\$17,601
Operational Optimization	27,716
As-Builts	\$25,660
Subtotal	\$106,968

PROJECT MANAGEMENT	
Meetings	\$75,194
Project Planning/Coordination/Execution	\$27,656
Progress Reports and Invoices	\$30,080
Subtotal	\$132,930
CONTINGENCY	
Contingency	\$202,616
TOTAL	\$1,538,602

See attached spreadsheet for additional information on hourly rate, staff and the amount of labor hours for the scope of services.

West Valley Water District Oliver Roemer Expans

Labor (hours)

Project Role	Project Manager/ (UV&Trident)	Project Advisor	Project Engineer	Plant Piping	Electrical and I&C	Structural	Design-Build Lead	Constructability Review/ Startup O&M	Cost Estimating	Resident Engineer Mechanical	Stormwater	CAD/BIMM	Construction Management/ Administration	CEQA Staff	Specialty Inspection
Staff	Jamal Awad	Hector Ruiz	Lella Munia	Ulysses Fandino	Mehdi Mardi	Francisco Andrade	Paul Hermann	Kevin Tirado	Mike Freid	Ryan Kristensen	Brandon Willnecker	Devin Brady	Senior Technical	Misc.	TBD
Hourly Rate	\$270	\$270	\$165	\$250	\$220	\$220	\$280	\$250	\$190	\$170	\$250	\$145	\$220	\$190	\$165
1 Design-Build Phase															
1.1 Design Build Support Services	100	8	70				60	20					400		
1.2 Project Documentation			40										200		
1.3 Reporting			40							180			70		
1.4 Submittals				50	52	36				114	16				
1.5 Clarification & Interpretation Support				40	80	34				112	16		64		944
1.6 Construction Observation Services										72			120		64
1.7 DB Payment Assistance										56	32		854		1008
Subtotal	100	8	150	90	132	70	60	20	0	534	32	0	854	0	1008
2 Additional Misc. Services															
2.1 Landscape Pre-design and SDC															
2.2 SCADA Requirements and SDC															
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3 Permitting and Compliance															
3.1 Engineering Report and Operations Plan Update		62	100							180					
3.2 Misc. Regulatory Requirements										64					
3.3 Loan Compliance Reporting			60												
Subtotal	0	62	160	0	0	0	0	0	0	244	0	0	0	0	0
4 Commissioning Phase															
4.1 Review Documents		12					8	12							
4.2 Meetings		12		16			4	8							16
4.3 Coordinate Responses		60						8		48					16
4.4 Oversee Startup		20		12	16		6	180							88
Subtotal	160	40	0	28	16	0	18	208	0	72	0	0	0	0	120
5 Post Construction and Warranty Phase															
5.1 Post-Construction		18	18	10				14		6			48		
5.2 Warranty		18								18			36		
5.3 Operational Optimization		18	72							40		120			
Subtotal	54	36	90	10	0	0	0	14	0	64	0	120	84	0	0
6 Project Management for Tasks 1 through 5															
6.1 Meetings		20	50	20						20					
6.2 Project Planning/Coordination/Execution		92							9						
6.3 Progress Reports and Invoices		70	60												
Subtotal	310	20	110	20	0	0	0	0	9	20	0	0	0	0	0
Contingency, As-Needed per District Request															
Contingency, As-Needed per District Request		2	44	30	32	20	20	4		180			280		280
Subtotal	32	2	44	30	32	20	20	4	0	180	0	0	280	0	280
Total	656	168	554	178	180	90	98	246	9	1114	32	120	1218	0	1408

Division Project	Total Hours										Labor Total	Disbursements		Project Total				
	Blue Ribbon Panel	Blue Ribbon Panel	Blue Ribbon Panel	Blue Ribbon Panel	Lead CEQA Environmental Documentation	Architectural	Geotechnical	Schedule/Cost Control	CEQA Support	Landscaping		Potholing	SCADA Integrator		Consumables Cost	Direct Cost and Markups		
TBD	\$325	\$250	\$345	\$260	\$160	\$185	\$220	\$182	\$1	\$1	TBD	TBD	\$1	\$1	\$180,154	\$3,948	\$12,057	\$196,159
						52	48	52							286	\$1,440	\$1,507	\$61,937
						6		40							290	\$52,600	\$500	\$54,840
						20		10							298	\$60,760	\$1,162	\$63,530
						12									358	\$74,420	\$2,076	\$77,262
						64	64								1,144	\$193,920	\$6,096	\$215,762
								20							260	\$50,120	\$1,440	\$52,497
0	0	0	0	0	0	154	112	122	0	0	0	0	0	3,446	\$670,964	\$18,348	\$721,988	
									\$23,000					0	\$23,000	\$0	\$23,000	
0	0	0	0	0	0	0	0	0	0	0	\$70,000	\$70,000	0	\$70,000	\$0	\$8,960	\$78,960	
														0	\$93,000	\$0	\$11,720	\$104,720
														406	\$74,080	\$2,052	\$1,529	\$77,661
				64										84	\$14,080	\$384	\$15,248	
				20										74	\$12,140	\$360	\$13,169	
				14										564	\$100,300	\$2,796	\$106,078	
0	0	0	0	98		0	0	0	0	0	0	0	0	564	\$100,300	\$2,796	\$106,078	
														92	\$22,776	\$504	\$23,955	
								8						108	\$25,840	\$648	\$26,988	
														132	\$29,000	\$792	\$30,292	
														338	\$77,440	\$2,028	\$82,068	
0	0	0	0	0	0	0	0	8	0	0	0	0	0	670	\$155,056	\$3,972	\$163,303	
														150	\$33,800	\$684	\$35,991	
4	4	4	4	4		10		10						76	\$16,580	\$432	\$17,601	
						4								126	\$26,460	\$756	\$27,716	
														160	\$24,200	\$960	\$25,660	
4	4	4	4	4	0	14	0	10	0	0	0	0	0	512	101,040	2,832	\$106,968	
														293	\$71,996	\$1,548	\$75,194	
8	8	8	8	8				3						101	\$26,550	\$606	\$27,656	
														130	\$28,800	\$780	\$30,080	
8	8	8	8	8	0	0	0	3	0	0	0	0	0	524	\$127,346	\$2,934	\$132,930	
														1,000	\$195,144	\$5,544	\$202,616	
0	0	0	0	0	0	32	22	22	0	0	\$1,300	\$0	0	1,000	\$195,144	\$5,544	\$202,616	
12	12	12	12	12	98	200	134	165	0	23000	11300	70000	0	\$ 6,716	\$1,442,850	\$36,426	\$1,538,602	

EXHIBIT “3”
TO
AMENDMENT 1 TO TASK ORDER NO. 2
SCHEDULE

The schedule for the scope of services for Phase 2b covers activities for a two year period from January 2022 through December 2023.