



**WEST VALLEY WATER DISTRICT**

**855 W. BASE LINE ROAD, RIALTO, CA 92376  
PH: (909) 875-1804 FAX: (909) 875-1849**

**REGULAR BOARD MEETING  
AGENDA**

**THURSDAY, APRIL 21<sup>st</sup>, 2022  
CLOSED SESSION - 6:00 PM • OPEN SESSION – 6:15 PM**

**BOARD OF DIRECTORS**

**Channing Hawkins, President  
Dr. Michael Taylor, Vice President  
Greg Young, Director  
Angela Garcia, Director  
Kelvin Moore, Director**

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**"In order to comply with legal requirements for posting of agendas, only those items filed with the District Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."**

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**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 the Board Secretary, Peggy Asche at [peggy@wvwd.org](mailto:peggy@wvwd.org). If you require additional assistance, please contact [peggy@wvwd.org](mailto:peggy@wvwd.org).**

## OPENING CEREMONIES

Call to Order  
Pledge of Allegiance  
Opening Prayer  
Roll Call of Board Members

## ADOPT AGENDA

## PUBLIC PARTICIPATION

*Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.*

***Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.***

## CONSENT CALENDAR

*All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.*

### Consideration of:

1. Adopt Resolution No. 2022-9, Proclaiming a Local Emergency, ratifying the Proclamation of a State of Emergency by Governor Gavin Newsom on March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of West Valley Water District for the period May 14, 2022 through June 14, 2022, Pursuant to Brown Act Provisions.
2. Consider Award of Contract for Construction of Water Services for Riverside Ave. Phase 1B.
3. Booster Pump #2 Reconditioning-Oliver P. Romer Treatment Plant.
4. Granular Activated Carbon Media Replacement at the Oliver P. Roemer Water Filtration Facility.
5. Consider Grant of Easement for Southern California Edison's Electrical Service at Lord Ranch Site for Pump Station 4-3.
6. Consider Water System Infrastructure Installation and Conveyance Agreement with Magellan Value Partners for Tract 20196.

7. Consider Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc for River Ranch PA1 Tract 20204.
8. Approval of Payment to Lucien Partners, for Professional Services rendered in November & December 2021, Invoice No. 1364; \$9648.40.
9. Approval of Payment to Hunt Ortmann Palfy Nieves Darling & Mah, Inc., for Professional Services rendered in March 2022, Invoice No. 92575; \$10,305.90.

## **BUSINESS MATTERS**

### **Consideration of:**

10. Executive Recruitment Services- Chief Financial Officer
11. Strategic Plan Update

## **REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).**

1. **Board Members**
2. **General Manager**
3. **Legal Counsel**

## **UPCOMING MEETINGS**

1. April 26, 2022 - West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.
2. April 27, 2022 - West Valley Water District Finance Committee Meeting at 6:00 p.m., at District Headquarters.
3. May 3, 2022 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
4. May 5, 2022- West Valley Water District Regular Board of Directors Meeting at 6:30 p.m. (6:00 p.m. Closed Session) at District Headquarters.
5. May 9, 2022- West Valley Water District Human Resources Committee Meeting at 6:00 p.m., at District Headquarters.
6. May 10, 2022- West Valley Water District Safety & Technology Committee Meeting at 6:00 p.m., at District Headquarters.
7. May 11, 2022- West Valley Water District Engineering, Operations & Planning Committee Meeting at 6:00 p.m., at District Headquarters.

8. May 12, 2022- West Valley Water District Policy External Affairs Committee Meeting at 6:00 p.m., at District Headquarters.
9. May 17, 2022 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
10. May 19, 2022- West Valley Water District Regular Board of Directors Meeting at 6:30 p.m. (6:00 p.m. Closed Session) at District Headquarters.

#### **CLOSED SESSION**

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: One (1).

#### **ADJOURN**

#### **DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on April 18<sup>th</sup>, 2022.



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Maisha Mesa, Executive Assistant

#### **Please Note:**

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at [www.wvwd.org](http://www.wvwd.org) subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Peggy Asche, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Asche may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** April 21, 2022  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** ADOPT RESOLUTION NO. 2022-9, DECLARING LOCAL EMERGENCY

This item was brought to the Board of Directors during the January 13, 2022, Regular Board of Director's meeting as a method to continue remote teleconference meetings at West Valley Water District in accordance with the Brown Act. During that meeting, the Board of Directors approved a Resolution to continue remote teleconference meetings of West Valley Water District and will continue to evaluate the situation and renew this Resolution every 30-days thereafter until it is decided the resolution will no longer be needed.

**BACKGROUND:**

On March 17, 2020, due to the COVID-19 global pandemic emergency, Governor Newsom issued Executive Order N-29-20, which allowed local agencies to hold meetings via teleconferences and to make meetings accessible electronically without violating the open meetings laws in the Brown Act by relaxing the teleconferencing rules.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which replaced the text in Executive Order N-29-20. Executive Order N-08-21 stated the relaxed Brown Act provisions shall apply through September 30, 2021.

The recently signed Assembly Bill No. 361 provides additional flexibility for local agencies looking to meet remotely in order to continue providing the public with essential services during a proclaimed state of emergency. The goal of Assembly Bill No. 361 is "to improve 82 and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options."

Assembly Bill No. 361 allows a local agency to use teleconferencing without complying with certain Brown Act provisions in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Assembly Bill No. 361 will be in effect on October 1, 2021. A local agency is authorized to use teleconferencing without complying with the teleconferencing requirements in the Brown Act when meetings are held during a declared state of emergency until January 1, 2024. In order to do so, the local agency must adopt a Resolution making the following findings by majority vote:

1. The legislative body has considered the circumstances of the state-of-emergency; and
2. Any of the following circumstances exist:
  - a. The state-of-emergency continues to directly impact the ability of the members to meet safely in person; or
  - b. State or local officials continue to impose or recommend measures to promote social distancing.
  - c. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter in order to continue to meet under these abbreviated teleconferencing procedures.

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Adopt Resolution No. 2022-9, authorizing remote teleconference of the legislative bodies of West Valley Water District for the period May 14, 2022, through June 14, 2022.

**Attachment**

Resolution No. 2022-9

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, General Manager

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**ATTACHMENT(S):**

1. Resolution No. 2022-9

**RESOLUTION NO. 2022-9**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE WEST VALLEY WATER DISTRICT**  
**PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION**  
**OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM ON**  
**MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS**  
**OF THE LEGISLATIVE BODIES OF WEST VALLEY WATER DISTRICT FOR THE**  
**PERIOD MAY 14, 2022, THROUGH JUNE 14, 2022,**  
**PURSUANT TO BROWN ACT PROVISIONS**

**WHEREAS**, West Valley Water District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of the West Valley Water District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Gov't Code § 54950 et seq.), so that any member of the public may attend, participate, and watch the district's legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54950(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the district's boundaries, caused by natural, technological, or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or the state of emergency continues to directly impact the ability of the members to meet safely in person; and

**WHEREAS**, such conditions now exist in the district, specifically, a state of emergency has been proclaimed due to an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

**WHEREAS**, the San Bernardino County Department of Health has recommended measures to promote social distancing; and

**WHEREAS**, the Board of Directors has determined that the state of emergency continues to directly impact the ability of the members to meet safely in person; and

**WHEREAS**, the Board of Directors does hereby find that the current state of emergency with respect to COVID-19, local official recommendations to promote social distancing, and conditions causing imminent risk to the health and safety of attendees have caused, and will



continue to cause, conditions of peril to the safety of persons with the district that are likely to be beyond the control of services, personnel, equipment, and facilities of the district, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of West Valley Water District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953;

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT** as follows:

**Section 1. Recitals** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. Proclamation of Local Emergency.** The Board hereby proclaims that a local emergency now exists throughout the district and declares that meeting in person would not comply with local official recommendations to promote social distancing and would present imminent risk to the health and safety of attendees.

**Section 3. Ratification of Governor’s Proclamation of a State of Emergency.** The Board hereby ratifies the Governor of the State of California’s Proclamation of a State of Emergency, effective as of its issuance date of March 4, 2020.

**Section 4. Remote Teleconference Meetings.** The General Manager and legislative bodies of the West Valley Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

**Section 5. Effective Date of Resolution.** This Resolution shall take effect on May 14, 2022, and shall be effective until the earlier of (a) June 14, 2022, or (b) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the West Valley Water District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

\_\_\_\_\_  
Channing Hawkins  
President of the Board of Directors  
West Valley Water District

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



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** April 21, 2022  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** RIVERSIDE AVENUE NORTH STREET RECONSTRUCTION PROJECT  
 PHASE IB

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**BACKGROUND:**

The City of Rialto (City) is reconstructing Riverside Ave. in (3) phases. The first phase, currently under construction, is from Foothill Blvd. to just north of the 210 Freeway (Galway St.). Project improvements will include roadway reconstruction, and construction of ADA curb ramps and cross gutters at intersections. See attached Exhibit A for project overview. Reconstruction of Riverside Ave. will include over excavation between 24-29 inches in depth (most roadway reconstruction is between 6-12 inches in depth). Due to the depth of excavation and vibrating construction equipment needed to complete the reconstruction of the roadway, West Valley Water District's (District) facilities in the area will be impacted.

In March, the District abandoned a shallow 6-inch waterline on the west side of Riverside Ave. south of Walnut Ave. and relocated eight (8) customer services over to a 10-inch waterline on the east side of Riverside Ave. These services were constructed deeper to avoid conflict with the City's project. The work (known as Phase IA) was expedited as to not conflict with the City's concrete cross gutter replacement at the intersection of Walnut Ave. and Riverside Ave.

**DISCUSSION:**

Phase IB will consist of relocating 19 customer services and the connection of a 6-inch waterline to a 10-inch waterline. A Request for Bids was issued for the Riverside Avenue North Street Reconstruction Project Phase IB work and three bids were received. A summary of the bids received are as follows:

<b>Bidder</b>	<b>Total Bid</b>
Merlin Johnson Construction, Inc.	\$119,800.00
EL-CO Contractors, Inc.	\$150,500.00
C.P. Construction Co., Inc.	\$155,950.00

Staff has reviewed the bid information and confirmed that Merlin Johnson Construction, Inc. is the lowest responsible and responsive bidder.

**FISCAL IMPACT:**

The cost to perform the work as proposed by Merlin Johnson Construction, Inc. is \$119,800.00. This unforeseen project was not a budgeted item in the fiscal year 2021/22 budget and therefore funds will need to be transferred from the CIP Contingency fund. The District's budget for CIP Contingency has funds available to transfer.

**STAFF RECOMMENDATION:**

This item was presented to the Engineering, Operations and Planning Committee on Wednesday, April 13th. 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*

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Shamindra Manbahal, General Manager

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**ATTACHMENT(S):**

1. Exhibit A - Project Overview

**MEETING HISTORY:**

04/13/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A



# RIVERSIDE AVENUE NORTH STREET RECONSTRUCTION PROJECT

## Between Galway Street and Foothill Boulevard

### Project Overview

The City of Rialto will reconstruct and repave Riverside Avenue between Galway Street and Foothill Boulevard.

Project improvements will include:

- Reconstruction of Riverside Avenue between Galway Street and Foothill Boulevard
- Construction of ADA curb ramps and cross gutters at intersections
- Construction of a raised concrete median on Easton Street east of Riverside Avenue

### Frequently Asked Questions (FAQ)

#### When will construction begin?

Construction is expected to begin in February 2022 and will take approximately nine months to complete. Construction is dynamic and this schedule is subject to change. Please be alert when traveling through the area, and follow all posted construction and traffic signs. Safety is our top priority.

#### What can I expect during project construction?

**Construction will take place weekdays, Mondays through Fridays between 7:00 a.m. and 4:00 p.m. At least one lane in each direction on Riverside Avenue will be open at all times.** You may notice concrete barriers and traffic cones to separate work areas from traffic. Please be aware and use caution throughout the project area as workers and heavy equipment will be present. You should allow extra time to reach your destination as you may experience delays related to construction activities.

#### Where can I learn about planned closures and construction activities?

Regular updates on project construction, including planned closures and detours will be available on an interactive Google Map on the project website, [yourrialto.com/RiversideAveNorth](http://yourrialto.com/RiversideAveNorth).

#### Who can I contact for more information?

For questions or more information call the project hotline, (909) 490-5442, or email [RiversideAveNorth@rialto.ca.gov](mailto:RiversideAveNorth@rialto.ca.gov).

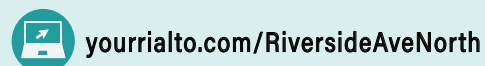
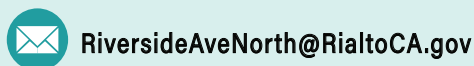
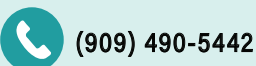
For more information and to sign up for project updates, visit [yourrialto.com/RiversideAveNorth](http://yourrialto.com/RiversideAveNorth) or scan the QR code below. Hablamos español.

*Last updated January 2022*

### Project Map



## GET CONNECTED





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** April 21, 2022  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** OILVER P. ROEMER BOOSTER PUMP #2 RECONDITIONING

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**BACKGROUND:**

The Oliver P. Roemer Treatment Plant has a capacity of approximately 14.4 million gallons per day and is West Valley Water District's single largest source of treated water supply. The facility relies on six booster effluent to move treated water into the water distribution system. Booster Pump #2 has experienced a reduced flow capacity and reduced efficiency over time, consistent with worn impellers in the pump. Operations staff, through the use of its contractor, took the booster pump out of service during the low-demand season to recondition the pump ahead of facing high-demand summer season. The condition of the pump components was inspected by staff as the entire pump assembly was being removed.

**DISCUSSION:**

Booster Pump #2 was pulled and inspected by the General Pump Company, which is the as needed/on-call well pump contractor that the District selected during a publicly advertised competitive bidding process. The contractors that participated in the bidding process entered their costs for all the services listed in a matrix created by members of Operations, which included all the services needed for the repair and replacement of the booster pump assemblies. The Board of Directors approved the As Needed On-Call Contract for General Pump at the May 6, 2021 Board Meeting shown in **Exhibit B**.

General Pump has the entire booster pump assembly and motor in their shop and has assembled their quote for the booster pump reconditioning repair and reinstallation shown in **Exhibit A**. Completing the repair and installation with General Pump will ensure the booster pump is back in service in the shortest possible timeline, providing an increased and much-needed production capacity in Zone 5. The work summary is as follows:

<b>Description</b>	<b>Cost</b>
Materials (including sales tax)	\$13,740.95
Shop Labor (105 hrs)	\$11,025.00
Field labor and On-site Reinstallation	\$3,440.00
Performance Bond	\$575.00
<b>TOTAL</b>	<b>\$28,780.95</b>

**FISCAL IMPACT:**

The Fiscal Year 2021/22 Capital Budget includes \$80,000.00 for Booster Pump Reconditioning at the Oliver P. Roemer Treatment Plant under Project Number W22004.

**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*

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Shamindra Manbahal, General Manager

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**ATTACHMENT(S):**

1. Exhibit A quote
2. Exhibit B contract

**MEETING HISTORY:**

04/13/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD



159 N. ACACIA STREET \* SAN DIMAS, CA 91773  
 PHONE: (909) 599-9606 \* FAX: (909) 599-6238

CAMARILLO, CA 93010 \* PHONE: (805) 482-1215  
 www.genpump.com

**WELL & PUMP SERVICE SINCE 1952**

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March 23, 2022

*Via Email*

West Valley Water District  
 855 West Baseline Road  
 Rialto, California 92377  
 Attn: Sergio Granda

***Subject: OPR Treatment Plant EFF/ VFD Booster 2 Rev.1***

**Engineering Inspection**

Pump bowl is worn, first stage impeller exhibits wear as a result of possible low net positive suction head, insufficient minimum liquid level, or both. Intermediate bowl bearings are worn. Impeller, hydraulic seal ring clearances are worn. Bowl shaft is worn in the intermediate bowl bearing journals. Water lubricated line shaft is worn in the water lube bushing journal. Flanged column appears to be in fair condition, two part liquid epoxy coating is chipped & compromised. Lower head shaft is worn in the stuffing box bearing journal. Discharge head is in good condition. Motor megs one (1) megohm @ 500 volts. Includes payment and performance bonds.

**Cost**

**Shop Labor**

- |  |         |
|--|---------|
| • Pressure wash pump, prepare for disassembly, handling                                  | N/C     |
| • Remove column & pump from discharge head   | N/C     |
| • Disassemble pump & inspect   | 12 Hrs. |
| • Set-up, indicate & machine suction bell skirt to meet hydraulic institute standards    | 4 Hrs.  |
| • Fabricate & install 316 Stainless Steel vortex splitter vanes into new basket strainer | 4 Hrs.  |
| • Clean new pump bowl components, prep for coating                                       | 2 Hrs.  |
| • Machine, drill & tap pump bowl adapter plate   | 9 Hrs.  |
| • Pressure wash column pipe, handling  | 2 Hrs.  |
| • Clean / wire wheel column pipe flanges & registers, prep for coating                   | 2 Hrs.  |
| • Clean coating over spray off flanged column machined surfaces after                    |         |





- coating 4 Hrs.
- Clean & balance new line shaft, install shaft couplings w/ anti-seize compound 1 Hrs.
- Machine lower head shaft, polish & balance, thread & key for solid shaft coupling 7 Hrs.
- Clean & machine solid shaft coupling registers to API 610 interference transition fit 8 Hrs.
- Transport pump bowl components to coating facility, handling 3 Hrs.
- Clean coating over spray off pump bowl assembly machined surfaces after coating 4 Hrs.
- Machine & modify stuffing box to adapt for mechanical seal installation 5 Hrs.
- Machine mechanical seal box registered mounting plate 4 Hrs.
- Pressure wash discharge head, remove base flange pipe plugs for future use 2 Hrs.
- Clean machined surfaces, prepare discharge head for coating 1 Hrs.
- Remove coating overspray from discharge head machined surfaces 2 Hrs.
- Install discharge head suction vessel air release valve, standpipe & isolation valve 2 Hrs.
- Install mechanical seal flush tube, pipe & compression fittings 1 Hrs.
- Assemble pump bowl, column pipe, line shafts & discharge head 16 Hrs.
- Check, dial indicate & verify lower head shaft alignment & run-out 4 Hrs.
- Fabricate & install Cal OSHA S.S. discharge head motor coupling guard screens 2 Hrs.
- Clean & touch up coating after assembly, prep for installation, handling 4 Hrs.

105 Hrs. @ \$105/Hr. \$ 11,025.00

**Materials**

- Pump suction basket strainer, 316 Stainless Steel \$ 786.00
- Basket strainer vortex splitter / baffle 316 S.S. 186.00
- Pump bowl adapter plate, carbon steel w/ 316 S.S. fasteners 584.00
- Bowl shaft coupling, 304 S.S. 62.00
- Line shaft, 416 S.S. Pump Shaft Quality 480.00
- Column flange fasteners, washers & nuts, 316 S.S. 528.00
- Water lube shaft centering bearing retainer with rubber bushing 368.00
- Line shaft coupling, 304 S.S. 68.00
- Lower head shaft, 416 S.S. P.S.Q. 760.00
- Top column flange full face gasket & 316 S.S. fasteners 152.00
- Seal box bronze sleeve bearing, gasket & 316 S.S. fasteners 208.00
- Mechanical seal mounting plate, cast iron 268.00
- Cartridge style mechanical seal 1,820.00
- Mechanical seal vent piping compression fittings 32.00
- Solid shaft coupling assembly GR8 fasteners 49.00
- Suction vessel air release valve A.R.I D-040 410.00
- Suction vessel air release valve pipe nipples, elbow & corporation stop valve 110.00



• Gallon electric motor turbine oil	32.00	
• Mobil One Polyrex motor lower bearing grease	22.00	
• Motor junction box electrical connection kit	280.00	
• Discharge head flange full face gasket & GR5 zinc plated fasteners	102.00	
• Discharge head full face neoprene base gasket & GR5 zinc plated fasteners	342.00	
• Misc. consumables, assembly lube, solvents, paint, permatex sealant	180.00	
• Shipping and handling	480.00	
• Sales Tax @ 7.75%	643.95	8,952.95

**Field Labor – Install**

• Mob to site, conduct brief tailgate safety meeting		
• Confirm lockout/tagout of energy source		
• Set up crane		
• Install repaired pump		
• Install motor, wire up, check rotation		
• Adjust seal, perform startup, record data		
 Crane w/Operator & Helper Est. 8 Hrs. @ \$290/Hr.	2,320.00	
 Pump Mechanic & Service Truck Est. 8 Hrs. @ \$140/Hr.	1,120.00	3,440.00

**Outside Service**

• <u>Coating:</u> Sandblast & coat pump bowl with Scotchkote 134 fusion bonded epoxy	1,120.00	
• Sandblast line & coat column with Scotchkote 134 fusion bonded epoxy	1,988.00	
• Sandblast line & coat discharge head with Scotchkote 134 fusion bonded epoxy	1,420.00	
• 3M Co. Scotchkote two part liquid epoxy touch up kit	260.00	<u>4,788.00</u>

***Payment and Performance Bonds*** \$575.00

***Total Labor & Materials*** **\$ 28,780.95**



Sergio Granda  
West Valley Water District  
March 16, 2022  
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Should you have any questions or need additional information regarding the above summary and associated cost, please do not hesitate to contact us. Thank you.

**GENERAL PUMP COMPANY, INC.**

*Tom Nanchy*

Tom Nanchy  
Sr. Project Manager / Project Engineer

## **AGREEMENT AS NEEDED/ON CALL SERVICES BY CONTRACTOR**

This AGREEMENT, made and entered into the 6th day of May, 2021, by and between the **WEST VALLEY WATER DISTRICT**, ("District"), and **General Pump Company, Inc.**, ("Contractor").

### **RECITALS**

**WHEREAS**, District desires to engage the services of Contractor to provide a variety of repair services as may be assigned on an as needed basis by District. Services will include emergency and non-emergency maintenance and repair work.

**WHEREAS**, Contractor agrees to provide such services pursuant to the terms and conditions of this Agreement and has represented to District that he/she possesses the necessary skills and qualifications to provide such services.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, District and Contractor agree as follows:

### **AGREEMENT**

#### **1. ENGAGEMENT OF CONTRACTOR**

Contractor agrees to provide such services for District as assigned on an as needed basis. Except for emergency work or work that is invoiced over \$500, a Purchase Order will be issued for each individual project defining the scope of work to be performed, the time allotted for completion of the project, and the cost to complete the work. All costs include labor, materials, equipment, travel time and mileage. Contractor shall advise the District as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events that may affect the scope and/or cost of services identified on each Purchase Order. Contractor understands that there is no guarantee of any work assignments given or implied by entering into this Agreement.

Contractor will supply all labor, tools, equipment, materials and expertise required to complete the work in a timely and workmanlike manner consistent with industry standards. Contractor agrees to perform the work in accordance with the terms and conditions of this contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the services are provided.

#### **2. TERM OF AGREEMENT**

The term of this Agreement shall cover a one year time period commencing on the day this Agreement is fully executed by all parties and continuing until one year after that date unless extended or sooner terminated as provided for herein. In addition, after the initial one year period, if and only if the parties mutually agree in writing by executing an amendment to this Agreement, the parties may extend this agreement for a maximum of two one year extensions. In the event the time specified for completion of an assigned Purchase Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to

complete such Purchase Order and thereupon this Agreement shall terminate.

3. **OTHER AGREEMENTS OR UNDERSTANDINGS**

It is hereby understood that if there is conflicting language between this Agreement and a Purchase Order, the language in this Agreement shall govern. To the extent the terms and conditions contained herein are inconsistent with the terms and conditions contained in the Contractor's proposal, the terms and conditions in this Agreement shall govern. In summary, if there is any conflicting language between this Agreement and any other document, this Agreement shall govern.

4. **PAYMENT FOR SERVICES**

For emergency work, District will pay Contractor on a time and expense basis in accordance with the **Billing Schedule attached hereto as Attachment A**. For non-emergency work, bids will be submitted based on either a "fixed price fee" or a "time and expense cost estimate subject to a maximum not-to-exceed dollar limit." A Purchase Order will be issued for all non-emergency work defining the scope of work and cost of services as set forth in Contractor's bid. For Purchase Orders involving not-to-exceed dollar limits, Contractor shall be responsible to manage the project progress and costs to ensure the costs will not exceed the authorized amount to complete the work and shall notify the District in writing immediately when the costs have reached 75% of the maximum dollar limit. In the event the Contractor encounters unexpected field conditions that will result in a cost overrun, a Change Order request shall be immediately submitted in writing by the Contractor to the District for approval. Contractor shall not be compensated for any services, nor reimbursed for any expenses in excess of those authorized by this Agreement, or any Purchase Order without prior written approval by District. Individual Purchase Orders shall not exceed \$25,000 without prior Board approval.

Upon completion of all work required by a Purchase Order, and acceptance by District, Contractor shall email invoices referencing the appropriate contract number to: [apinvoices@wvwd.org](mailto:apinvoices@wvwd.org) or mail to:

West Valley Water District  
P.O. Box 920  
Rialto, CA 92377  
Attn: Accounts Payable

Invoices **MUST** identify the Purchase Order Number, if applicable.

Contractor shall itemize on each invoice submitted a separate cost for material, labor and equipment.

**District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice.**

Monthly progress payments will only be made if Contractor provides performance and payment bonds for the total bid amount.

5. **RIGHT TO WITHHOLD PAYMENT**

District may withhold or nullify the whole or any part of any payment due Contractor to

such extent as may be reasonably necessary to protect the District from loss as a result of:

- A. Defective work not remedied in accordance with the provisions of the contract; or
- B. Claims or liens filed or reasonable evidence of probable filing of claims or liens; or
- C. Failure of Contractor to make payment properly for labor, services, materials, equipment or other facilities or to subcontractors; or
- D. Damage to other work or property; or
- E. Failure of the Contractor to maintain all records as required; submitting progress schedules, and any other such items as may be required herein.

6. **CHANGE ORDERS**

Change Orders are defined as additional work and/or changes to the scope of work. Change Orders may be required and ordered in writing by District with agreement by Contractor. No Change Orders shall be authorized by the District unless a request therefore is submitted in writing to the District with an estimate of additional hours of work to be performed and/or additional goods or materials to be supplied and the associated costs provided. **Change Orders performed without prior written authorization will not be approved for payment.**

7. **SAFETY**

Contractor will be responsible for safety related to and during the performance of the work hereunder. Contractor will ensure that Contractor's employees and the employees of the sub-contractors are notified of an observe and abide by all safety regulations and laws. Contractor shall include provisions for compliance with all safety regulations and laws in all sub-contracts.

8. **INSURANCE**

Contractor shall not commence work under this contract until Contractor has provided District with the **required policies of insurance as described in Attachment B and valid Certificate(s) of Insurance** for said policies of insurance.

Contractor shall immediately notify District of any damage to property and/or injury to, or death of, persons, which occurs in connection with or is in any way related to the work. Contractor shall furnish District a written report of any such damage or injury within three (3) working days.

9. **DEPARTMENT OF INDUSTRIAL RELATIONS**

**A. PREVAILING WAGES**

Company shall insure that prevailing wages are paid to all of their employees and subcontractor's employees in accordance with state of California Labor Code, Section 1770, et seq. Said rates are accessible from the Department of Industrial Relations at

[www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm). Contractor shall post such determinations at Contractor and subcontractor job site(s) when appropriate. If requested, certified payroll records will be furnished to District within ten (10) days after receipt of a written request.

Contractor shall forfeit to the District, or require the forfeit by a subcontractor, as penalty, \$50.00 for each calendar day, or portion thereof, for each worker paid less than the said stipulated prevailing rates for any work done under this contract in violation of the provisions of the California Labor Code, Section 1775. In addition, District shall not be responsible for, and Company shall be required to pay each affected worker the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the Company or subcontractor.

#### **B. CONTRACTOR REGISTRATION: DIR**

No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Contractor registration information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

#### **California Labor Code 1771.1(a)**

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

#### **C. WORKER CLASSIFICATION**

Contractor agrees to provide worker classification information to assist the District in completion of Contract award notice to Department of Industrial Relations.

### **10. ASSIGNMENT, SUBCONTRACTING, OR INSOLVENCY**

- A. No performance of this contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the District. Any attempt by the Contractor to assign or subcontract any portion of this contract without the express written consent of the District shall be invalid and shall constitute a material breach of this contract. Whenever the Contractor is authorized to subcontract or assign, the terms thereof shall incorporate by reference and not conflict with this contract.
- B. Contractor agrees that if there is a change in ownership prior to completion of this contract the Contractor agrees to incorporate into any sale documents the requirement that the new owners will be required under terms of sale to

assume this contract and complete it to the satisfaction of the District.

- C. The request for assignment or subcontract and the District's approval or disapproval is not to be construed as an excuse and does not excuse any non-compliance with any other provision of law and the signed contract, including but not limited to the "Subletting and Subcontracting Fair Practices Act" or any other contracting requirements relating to substitution of subcontractors.
- D. In the event Contractor shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver is appointed of Contractor's property or business, District may, at its sole option, cancel this contract immediately with no prior notice.

#### 11. **STATUS OF COMPANY**

Company shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of District. Contractor shall be under the control of District only as to the result to be accomplished. Neither Contractor nor any of his/her employees or agents shall have any claim under this Agreement or otherwise against District for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. Contractor is liable for all applicable Social Security, Federal and State taxes required on payments made by District. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor or any of his respective employees or agents, the parties hereby agree that both Contractor and District shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with who or by whom such discussions or negotiations are initiated.

Contractor shall be considered the prime or general contractor. In the event Contractor contracts with other firms (e.g. surveying firms, boring firms, trenching firms, earth moving firms, geotechnical/soils testing firms, or any other firms), those firms shall be considered subcontractors.

#### 12. **LICENSING AND PERMITS**

Contractor shall be licensed, as required, in accordance with the laws of this State. Contractor further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

#### 13. **WARRANTY**

Contractor shall guarantee all materials and/or workmanship for a period of twelve (12) months following completion and acceptance of the work by the District, and shall promptly repair or replace any defective work and/or materials at Contractor's own expense upon notification by the District. Contractor also guarantees and warrants all



material and/or work to be of merchantable quality and fit for District's specific purpose.

#### 14. **CONTRACTOR'S RESPONSIBILITIES**

##### A. EMPLOYEES:

1. Background/Security: Contractor warrants that all personnel engaged in the performance of this work are legal employees of the Contractor, possess sufficient experience, and have passed a background check for criminal history. During the term of this contract, Contractor shall notify District in writing of any employee performing this work that has a criminal conviction.
2. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on District's property. Neither shall the Contractor allow the use or presence of alcohol or drugs on District's property.
3. Conduct: Any employee or subcontractor of Contractor performing work on District property while under the influence of alcohol or drugs or whose conduct interferes with the proper performance of the work or with District's operations shall be immediately removed from the work site and not permitted at the worksite thereafter.
4. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. Training: Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training.
6. Gifts and Gratuities: Contractor shall establish precautions to prevent its employees or agents from making, providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

##### B. RECORDS:

Contractor shall maintain records showing name of employee, classification, actual hours worked, wages paid, and any benefits paid to each employee.

##### C. RESTRICTIONS:

Unauthorized use of District equipment is prohibited by the Contractor or their employees. District telephones shall not be used for personal or business reasons with the following exceptions(s):

1. To report need of medical aid, fire or need of law enforcement, use 911 number;

**15. NONDISCRIMINATION IN EMPLOYMENT**

Contractor shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin and in this respect shall comply with the provisions of Executive Order 11246 in effect on the date hereof. Contractor agrees upon request to provide District with Certificate of Submission of Current Compliance Report or Compliance Report Notification

**16. PAYMENT OF SUPPLIERS**

Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said material to be furnished under this contract. Contractor shall fully discharge each such obligation at the time performance of the obligation matures and becomes due. Prior to payment, Contractor shall provide an unconditional waiver and release form as authorized by Civil Code Section 3262, signed by each material supplier and subcontractor involved on the project. These forms must be provided to District upon request.

**17. STANDARD OF CARE**

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession or occupation currently practicing under similar conditions. All services shall be performed to District's satisfaction.

**18. PRECONSTRUCTION CONFERENCE**

If deemed necessary, at the sole discretion of the District, District shall arrange for a preconstruction conference to be attended by Contractor's Superintendent and representatives of utilities, permit agencies, major subcontractors, and others whose input may be desired.

The purpose of this conference shall be to establish a working understanding between the parties and to discuss the construction schedule, shop drawing submittals and approvals, cost breakdown of major lump sum items, applications for payment and their processing, and such other subjects and submittals as may be pertinent to the project.

**19. RESPONSIBILITY FOR JOB SITE CONDITIONS**

In accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of each project, including safety of all persons and property, and this requirement shall be made to apply continuously and not be limited to normal working hours. In this regard, Contractor assumes sole responsibility for any loss or damage, including theft and vandalism, to Contractor's completed work, work in process, materials, supplies and equipment of the work site, in storage or in transit until the work is accepted by the District. Contractor agrees to defend and indemnify and hold

harmless the District for all liability, damages, costs, and expenses, including but not limited to attorneys' fees, and any and all claims made against the District as a result of any negligence including but not limited to contributory negligence by the Contractor or Contractor's subcontractors.

**20. DISPUTES**

If any disputes should arise between Contractor and District concerning the work to be done under this contract, the payments to be made, or the manner of accomplishment of the work, Contractor shall nevertheless proceed to perform the work as directed by District pending complete settlement of the dispute.

**21. NON-PERFORMANCE OF DUTIES**

Should District find the Contractor in default by not performing duties as per requirements set forth in each Purchase Order, District will immediately notify the Contractor's representative verbally. If corrections are not made within five (5) working days of verbal notice, District will then notify Contractor in writing of non-performance. If corrections are not made within five (5) working days of written notice District may terminate the contract at its sole discretion immediately without further notice.

**22. TERMINATION**

This contract may be terminated for any reason set forth below:

- A. With Cause: In the event of any breach by the Contractor of the conditions set forth in this contract, including but not limited to, any non-performance of duties, District may, without prejudice to any of its legal remedies terminate this contract for cause upon five (5) days written notice to the Contractor. Upon contract termination, the District reserves the right, (but is not required) to complete the work at its convenience and timing as deemed necessary.
- B. Without Cause: The District reserves and has the right to immediately suspend, cancel or terminate this contract for its convenience (for reasons such as, but not limited to, budgetary restrictions, changes in project scope, change in Contractor personnel, etc.) at any time upon written notice to the Contractor. In the event of such termination, the District's only obligation to Contractor will be payment for goods received or services rendered up to and including the effective date of termination. District shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.
- C. Appeal Procedure: In the event of termination with cause, Contractor shall have the right to request a hearing in which it shall have the opportunity to address the reasons for the termination. Said request shall be in writing and submitted within five (5) days of issuance of the Notice of Termination. The ultimate decision to terminate is still in the sole discretion of the District notwithstanding any hearing identified above.

**23. PUBLIC RECORDS POLICY**

Information made available to the District may be subject to the California Public Records Act (Government Code Section 6250 et. Seq.) The District's use and

disclosure of its records are governed by this Act. The District shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure: (e.g., Trade Secret, Confidential, or Proprietary) District shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If District is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify District from all liability, damages, costs and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

**24. HOLD HARMLESS AND INDEMNIFICATION**

District, its agents, officers and employees shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injuries or death caused by, or resulting from, or claimed to have been caused by or resulting from, any act or omission of Contractor. Contractor hereby agrees to indemnify and hold harmless and defend District and its authorized agents, officers and employees against any or the foregoing liabilities, claims and/or any cost of expense that is incurred by District on account of any of the foregoing liabilities, including liabilities or claims by reason of Contractor's actions in the performance of services under this contract excluding, however, such liability, claims, losses, damages or expenses arising from District's sole negligence or willful acts.

**25. FORCE MAJEURE**

Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work by acts of God, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that non performance is not due to the fault or neglect of the nonperforming party.

Provided that delay caused by circumstances beyond the Contractor's control and not foreseeable is established, District may, but is not required to, grant Contractor a reasonable extension of time to complete the work. District shall be advised immediately in writing and a definite delivery or completion date shall be proposed for District's consideration. In no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance, or ordinary delays and accidents, or for failure to take reasonable precautions or actions to mitigate the delay. Acceptance of delay shall be at District's sole discretion and solely for the purpose of mitigating damages.

**26. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated.

**27. GOVERNING LAW AND VENUE**

This contract will be made under, and governed by, the laws of the State of California. Venue for any dispute shall be brought exclusively in the state courts located in Riverside County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

**28. ATTORNEY'S FEES**

In the event an action is commenced by a party to this contract against the other to enforce its rights or obligations arising from this contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all litigation and collection expenses, witness fees, court costs, plus reasonable attorneys' fees.

**29. LIQUIDATED DAMAGES/NOTICE TO PROCEED**

Liquidated damages, **if any**, will be detailed in each Purchase Order. A notice to Proceed will be issued specifying the agreed upon start and completion date. Liquidated damages will be charged per calendar day for each day completion of the services covered by the Purchase Order exceeds the time specified in the Notice to Proceed.

Liquidated Damages shall not be applied to delays caused by acts of God, strikes, boycotts, or similar obstructive actions of employees, failure by District or others to provide requested data or review comments in a timely manner, or any causes beyond the reasonable control of Contractor which are not the result solely of action or inaction by Contractor. Such delays shall result in the time for performance being extended by the length of the delays as documented by Contractor and agreed to by District in writing.

**30. PAYMENT AND PERFORMANCE BONDS**

Contractor may be required to furnish payment and performance bonds for work requested by means of a Purchase Order issued under this contract. **If required**, the performance bond shall be in an amount equal to 100 percent (100%) of the Purchase Order contract price as security for the faithful performance of this contract and payment bond shall be furnished in an amount not less than 100 percent (100%) of the Purchase Order contract price as security for the payment of all persons performing labor and/or furnishing materials or other supplies under this contract. All such bonds shall be issued by insurance or surety companies which are licensed by the State of California and rated no less than "A-VIII" or better by the A.M. Best Contractor and be in a form approved by District naming District as obligee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**DISTRICT:**

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

By   
Channing Hawkins, President

By   
Shamindra Manbahal, Acting General Manager

By   
Peggy Asche, Board Secretary

**APPROVED AS TO FORM:**

**TAFOYA LAW GROUP, APC**

By   
Robert Tafoya

**CONTRACTOR:**

General Pump Company, Inc

By 

Name Tom NANCHY

Its SR. Project MANAGER

# Attachment A

Name of Firm: General Pump Company, Inc.

## Billing Schedules and Hourly Rates

### APPLICABLE HOURLY RATES – WEEKDAYS

<b>1.</b>	<b>General Pump Pulling and Installation</b>		
	Mobilization & Demobilization	\$ 200	LS*
	Two (2) men, rig, and service truck	\$ 260	/hr
	Each additional employee	\$ 75	/hr
<b>2.</b>	<b>Well Rehabilitation</b>		
	Mobilization & Demobilization	\$ 200	LS*
<b>3.</b>	<b>Well Repair – Well Tear Down &amp; Inspection</b>		
	Two (2) men comb. Rig service truck	\$ 260	/hr
	Rebuild Bowl ( Estimated hours: <u>30</u> )	\$ 90	/hr
<b>4.</b>	<b>Well Cleanout Work</b>		
	Cable tool method (wire brush)	\$ 260	/hr
	Two (2) men comb. Rig service truck		
	Airlift method		
	Two (2) men, rig and service truck	\$ 260	/hr
	Air compressor charge	\$ 21	/hr
<b>5.</b>	<b>Crane: 40-ton with two (2) men</b>	\$ 290	/hr
<b>6.</b>	<b>Rotary Crane</b>		
	One (1) man and hydraulic crane – 5-ton	\$ 90	/hr
	One (1) man and hydraulic crane – 8-ton	\$ 95	/hr
	One (1) man and rotary crane – 10-ton	\$ 170	/hr
<b>7.</b>	<b>Field &amp; Technical Services</b>		
	One (1) man and delivery truck	\$ 50	/hr
	One (1) man and service truck	\$ 140	/hr
	Two (2) men and service truck	\$ 215	/hr
	Two (2) men and welding truck	\$ 215	/hr
	Electrician	\$ 140	/hr
	Engineering	\$ 10	/hr
	Hydrologist	\$ 10	/hr
<b>8.</b>	<b>Shop Labor</b>		
	General shop labor	\$ 85	/hr
	Premium shop labor	\$ 90	/hr
	Machine shop labor	\$ 90	/hr

## Section 1 (3)

	Metal spray labor	\$ 60	/hr
	Welding shop labor	\$ 90	/hr
9.	Closed Circuit Well Television with DVD copies	\$ 1,000	LS*
10.	Wire brush, Bail Well, or Swab rental	\$ 260	/hr
11.	NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)	\$ 2,500	LS*

\*LS = Lump Sum



# Attachment B

## Insurance and Indemnification Requirements

**Indemnification Language** – To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify West Valley Water District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from West Valley Water District's sole negligence or willful acts.

**Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to West Valley Water District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the West Valley Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the West Valley Water District; but this provision applies regardless of whether or not the West Valley Water District has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the West Valley Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of

the specified minimum limits of insurance and coverage shall be available to the West Valley Water District.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** West Valley Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the West Valley Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the West Valley Water District.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the West Valley Water District. The West Valley Water District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or West Valley Water District.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by West Valley Water District.

**Verification of Coverage** – Contractor shall furnish the West Valley Water District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the West Valley Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The West Valley Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Subcontractors** - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that West Valley Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

**Safety:**

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California

Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** April 21, 2022  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** GRANULAR ACTIVATED CARBON MEDIA REPLACEMENT AT THE OLIVER P. ROEMER WATER FILTRATION FACILITY

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**BACKGROUND:**

The West Valley Water District (District) currently operates ten (10) pressurized vessels that contain granular activated carbon (GAC) at the Oliver P. Roemer Water Filtration Facility for total organic carbon (TOC) removal. TOC reacts with chlorine, a commonly used drinking water disinfectant, and forms disinfection byproducts in the distribution system. The goal of the GAC is to reduce the TOC levels and the levels of disinfection byproducts.

District staff has identified a need to replace the GAC in five (5) vessels. Common GAC products are made from coconut shell, bituminous coal-based, and wood products. The selection of carbon sources is driven by contaminant reduction performance. Coconut shell carbons tend to have a higher percentage of micro-pores, making it a good choice for groundwater treatment with trace levels of organics and disinfection byproducts. Wood carbons have more macro-pores making them better for decolorization and removal of larger organics. Coal bases give an intermediate pore structure making them a good choice for purification of surface water treatment for TOC removal, taste, and odor contaminant removal.

The project's first phase consisted of a media exchange of five vessels and was completed in April 2021. The project's second phase is to replace media in the remaining five vessels. (200,000 LBS of GAC media)

**DISCUSSION:**

On February 11, 2022, a Request for Bids (RFB) was issued and publicly advertised on PlanetBids. Three (3) firms – Calgon Carbon Corporation (CCC), EVOQUA Water Technologies (EWT), and Carbon Activated Corp (CAC) – submitted bids to provide the specified services. The project includes the purchase, removal, and disposal of existing GAC and placement of new bituminous coal-based carbon that is NSF 61 certified to treat potable water. Attached as **Exhibit A** is the project summary and **Exhibit B** is the Agreement with Calgon Carbon Corporation.

The three bids received were as follows:

<b>Bidder</b>	<b>Bid Amount</b>
Calgon Carbon Corporation	\$414,000.00
Carbon Activated	\$440,980.00
EVOQUA Water	\$550,580.95

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2020/21 Capital Budget titled “GAC Vessel Media Replacement - Roemer” with a budget of \$360,000.00. Carbon prices have increased 30% due to tariffs and shipping costs in the past three months. The project needs additional funds to be transferred from the CIP Contingency budget in the amount of \$54,000 to cover the GAC product and installation cost. The District’s budget for CIP Contingency has funds available to transfer.

A summary of the requested budget transfer is as follows:

<b>CIP FY 2021-2022 Project Name</b>	<b>Current Budget</b>	<b>GAC Media Cost</b>	<b>Transfer From/To</b>	<b>Remaining Budget</b>
<b>CONT Contingency</b>	\$399,795.00	\$414,000.00	(\$54,000.00)	\$345,795.00
<b>W22007 Roemer GAC Vessel media replacement</b>	\$360,000.00	\$414,000.00	\$54,000.00	\$0

**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*

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Shamindra Manbahal, General Manager

SM;sg

**ATTACHMENT(S):**

1. Exhibit A - RFB
2. Exhibit B - Agreement

**MEETING HISTORY:**

04/13/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# Exhibit A



## Granular Activated Carbon (GAC) Media Replacement

### **PROJECT DESCRIPTION**

The Oliver P. Roemer Water Filtration Facility (WFF) located at 3010 N. Cedar Ave. in the City of Rialto needs to replace Granular Activated Carbon in five (5) GAC vessels that holds 40,000 pounds each. The treatment system is from Calgon model 12-40. The GAC supplier(s) will remove the spent GAC media and haul it away and replace it with new bituminous GAC media 12 by 40 mesh coal base carbon.

### **SCHEDULE OF EVENTS**

2/11/2022	Issuance of Request for Bids
2/21/2022	Deadline for Written Questions
2/28/2022	Bids Due by 4:00 PM
March 2022	District Approval of Contract (est. date)
April 2022	Issuance of Notice-to-Proceed (est. date)

### **SCOPE OF WORK**

#### **GAC Vessel Specifications**

<b>Description</b>	<b>Units</b>	<b>Design Capacity</b>
Vessel Manufacturer		Calgon Corp.
Maximum Flow Rate	GPM	(1000 per train)
System Configuration	--	5 sets of two in series
Number of Vessels	--	
<u>Carbon per Vessel</u>	Pounds	40,000
Type of Carbon	--	SWRCB Approved
Inlet Pressure	PSI	125 max (Varies)
Vessel Diameter	Ft	12
Material of Construction	--	Carbon Steel
Pressure Rating	PSI	125 @ 140 °F



All treatment carbon replacement work must be performed by experienced technicians working under the observation of WVWD. The GAC Supplier shall provide all labor, equipment, and materials required to perform the following:

- Remove spent carbon using slurry techniques to place media directly into trucks. Haul removed carbon to licensed facility for thermal destruction or reactivation. Provide manifests and certificates documenting thermal destruction or reactivation of spent carbon.
- Inspect and photograph empty vessel(s); identify any equipment damage or service requirements. Replace seals as necessary. Provide photographs to WVWD. [Note: costs for seal replacement or other internal vessel rehabilitation need not be included at this time].
- Hose down the inside of the empty vessel using water from the nearby municipal hydrant. Flush all wash waters from the GAC vessels to the adjacent decant ponds.
- Deliver and load pre-washed new GAC (12 x 40 mesh coal base carbon) in the treatment vessels as a slurry.
- Backwash loaded GAC to stratify the bed and remove fines until visually clear water is produced to WVWD's satisfaction. Fines shall be retained on Supplier's slurry trailer. Water may be discharged to adjacent decant ponds.
- Pressurize the GAC vessels and verify proper operation.
- Chemically test the "loaded" vessel and verify the absence of bacteria.
- If bacteria are detected in the loaded vessel, conduct carbon sanitization using pH adjustment techniques. Sanitization additives shall be identified before work begins, may not be employed without WVWD's approval. Chemicals used to remove bacteria shall be neutralized and shall be removed from the vessels and discharged to the adjacent waste pit. Vessel shall then be retested to verify the absence of bacteria.
- All GAC vessels could be shut down at any given time. Loading these vessels would take approximately 2-3 days.
- The material does not need to be domestically manufactured as most of the GAC media come from overseas. The GAC shall be NSF certified and meet SWRCB's requirements. WVWD has never used agglomerated coal before.
- The pre-wash step means the firm shall wet and wash the carbon on site to remove fines. The spent backwash water can go into the decant ponds.
- Once the vessels are loaded with the new GAC, the firm shall hook up filtering system to remove fines from the carbon. This step helps to keep the backwash basin clean.
- WVWD is responsible for sampling the vessels.

**Responsibility of Carbon Supplier:**

1. Supply of 40,000 lbs. of virgin activated carbon per vessel (i.e., 200,000 lbs. total), per specifications as defined below.
2. Delivery of virgin carbon to customer site in bulk slurry trailers dedicated to food grade/potable water service. Trailers must be sanitized by food grade wash-out prior to carbon loading for potable water contact. Food-grade washout certificates to be provided to WWWD upon request.
3. On-site supervision and removal of spent carbon from vessel absorbers via slurry transfer, and fill of absorbers with virgin carbon via slurry transfer.
4. Backwash of loaded GAC vessels to stratify the beds and to remove fines until visually clear water is produced to WWWD's satisfaction.
5. Compressed air supply.
6. Coordinate use of adjacent potable water hydrant with WWWD.
7. Transportation of spent carbon from the customer's site to destruction or reactivation facility with proper non-hazardous manifest. No bill of lading allowed.
8. Destruction or reactivation of the spent carbon at a properly permitted facility.
9. Supply of certificate of thermal destruction or reactivation within 30 days of WWWD's request.
10. Provide certified laboratory results to verify the absence of bacteria in loaded GAC.
11. Sanitize carbon as may be required to remove bacteria from GAC.

# Exhibit B

## WEST VALLEY WATER DISTRICT

### AGREEMENT

#### Granular Activated Carbon Replacement 2022

This Contract is made this 21st day of April, 2022 between the West Valley Water District (“WVWD”) and Calgon Carbon Corporation (“Contractor”). WVWD and Contractor may be collectively referred to as “Parties” and individually as a “Party.”

### RECITALS

- A. WVWD is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.
- B. WVWD desires to engage Contractor for performance of the following public work of improvement of the Granular Activated Carbon Replacement 2022 Project (the “Project or the Work”).
- C. Contractor represents that it is a licensed contractor pursuant to Section 7000 et seq. of the Business and Professions Code in the classification 724233 which it shall maintain for the duration of the Contract.
- D. Contractor further represents that it has examined and is fully familiar with all of the provisions of the Contract Documents; that it has satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, and all other matters which can in any way affect the Work or the cost thereof.
- E. Contractor has submitted a proposal to WVWD, incorporated herein by this reference, to perform all work and furnish the labor, supervision, materials and equipment, and operations necessary and required to complete the Project in strict accordance with the provisions of the Contract Documents, and at the prices stated.
- F. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which the Contractor shall complete the Project.

### SECTION 1 - SCOPE

- A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

#### **SUMMARY OF SCOPE.**

Without limiting the foregoing description, Contractor’s scope of work includes, but is not limited to, the following:

1. Submit any required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 60 working days after the date WVWD issues a Notice to Proceed and before the preconstruction meeting.
2. Submit a list of any permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the required date for the receipt of the permit.
3. Protect all materials to be used in the Work in accordance with the specifications.

4. Protect existing facilities and personal property.
  5. Attend a preconstruction conference with WVWD to discuss schedule, access, sequence of work, and other issues.
  6. If requested by WVWD, prepare and submit a written daily activity report to WVWD for each day on which work is performed, including weekends and holidays when worked, and submit reports to WVWD no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
  7. The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
  8. Coordinate with owner-scheduled events.
  9. The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
  10. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.
- B. The following documents are incorporated into and made part of this Contract by this reference:
1. Insurance Requirements (Attachment A)
  2. Designation of Subcontractors Form (Attachment B)
  3. Public Works Contractor Registration Certification Payment and Performance Bonds (Attachment C)
  4. Contractor's Proposal (Attachment D)
  5. Change orders issued in accordance with the Contract Documents
- C. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Contract, Insurance Requirements, and Contractor's Proposal/Schedule of Pay Items.
- D. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the Contract Documents, the more stringent requirements shall govern.

## SECTION 2 - PRICE

- A. WVWD agrees to pay, and Contractor agrees to accept, the sum of **\$414,000.00** (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by WVWD, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.
- B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. WVWD shall make payment within thirty (30) days of receipt of an undisputed payment application, less five percent retention. WVWD shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date WVWD accepts the Work. Pursuant to Public Contract Code section 22300, for monies earned by the Contractor and withheld by WVWD to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code section 22300.

If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by WVWD, for unit price items listed, if any, in the Schedule of Pay Items. Following WVWD's acceptance of the Work, the Contractor shall submit to WVWD a written statement of the final quantities of unit price items for inclusion in the final payment request. WVWD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment. WVWD makes no representation that the actual quantities of work performed will not vary from the estimates

- C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to WVWD, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code sections 8132, 8134, 8136, and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.
- D. In accordance with California Public Contract Code Section 22300, WVWD will permit the substitution of securities for any monies withheld by WVWD to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with WVWD, or with a state or federally chartered bank in California as the escrow agent, and thereafter WVWD shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time WVWD has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The escrow agreement used for the purposes of this Section shall be in the form provided by WVWD.

## SECTION 3 - ENTIRE AGREEMENT

This Contract represents the entire agreement between WVWD and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

## SECTION 4 - TIME

- A. Contractor shall complete the Project no later than **60 Calendar Days** following WVWD's issuance of the Notice to Proceed (the "Contract Time").
- B. Contractor shall provide WVWD with scheduling information in a form acceptable to WVWD, including any changes made by WVWD in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.
- C. If Contractor fails to complete the Project within the Contract Time, WVWD will sustain damage. It is and will be impracticable to determine the actual damage which WVWD will sustain in the event of and by reason of such delay; therefore, Contractor will pay to WVWD the sum of \$1,000 for each and every calendar day beyond expiration of the Contract Time. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that WVWD may deduct the amount thereof from any monies due or that may become due to the Contractor under the Contract.
- D. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, WVWD shall have the right to extend the Contract Time or not, as may seem best to serve the interest of WVWD; and if it decides to extend Contract Time, WVWD shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.
- E. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, provided that the Contractor shall within three (3) days from the beginning of any such delay, notify WVWD, in writing of the causes of delay. WVWD shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.
- F. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of WVWD, Contractor must give WVWD written notice of the commencement of delay within three (3) days of its occurrence.

## SECTION 5 - LABOR

- A. Prevailing Wages. The Contract is subject to California Labor Code Sections 1720 et seq., and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, WVWD has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of WVWD, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to WVWD not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- B. Employment of Apprentices. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the

Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- C. Payroll Records. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to WVWD, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

- D. Public Works Contractor Registration

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Contractor shall execute the Public Works Contractor Registration Certification attached hereto as Attachment C, attesting to the facts contained therein. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form attached hereto as Attachment B.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

- E. Hours of Work.

1. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to WVWD, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815.



2. The Contractor shall perform all work during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday unless otherwise authorized by WVWD in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from WVWD. The request must be received at least two (2) working days in advance of any work. No work will be allowed on WVWD Holidays except in the case of an emergency. A listing of WVWD holidays is on file in the office of WVWD. If Contractor requests overtime work in which WVWD will incur costs, Contractor shall be responsible for payment of WVWD's costs incurred in connection with the overtime work. WVWD will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, WVWD may deduct the amount billed from other payments due or to become due to Contractor under the Contract.
- F. Labor Compliance. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- G. Labor Certification. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:
- "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."
- H. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

## SECTION 6 - CHANGES IN WORK

- A. Contractor shall make no changes in the Work without written direction from WVWD. Contractor shall not be compensated for any change made without WVWD's written direction. No changes in the work covered by this Contract shall exonerate any surety or any bond given in connection with this Agreement.
- B. If WVWD directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:
1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
  2. By a combination of existing and new unit prices and related quantities for the changed work;
  3. Time and Materials, calculated as set forth in Section 6(C), below; or
  4. By mutual acceptance of a lump sum.
- C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:
1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only actual wages paid shall include any

employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in the California Department of Transportation official equipment rental rate schedule which is in effect on the date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.
  - (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.
  - (b) Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.
  - (c) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.
4. Work Performed by Special Forces or Other Special Services: When WVWD and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances, wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.
5. Overhead Defined. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables;

Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.

6. Overhead and Profit for Time and Materials. For work Contractor performs on Time and Materials at WVWD's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.
- (a) Overhead and profit on labor shall be fifteen percent (15%).
  - (b) Overhead and profit on materials shall be fifteen percent (10%).
  - (c) Overhead and profit on equipment rental shall be ten percent (10%).
  - (d) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.
  - (e) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.
- D. If WVWD directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, WVWD will make a reasonable adjustment to the Contract Time.

## **SECTION 7 - CLAIMS AND DISPUTES**

- A. If any dispute shall arise between WVWD and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to WVWD within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.
- B. If a claim cannot be resolved through direct discussions between WVWD and Contractor, disputes for \$375,000 or less shall be handled in accordance with Public Contract Code Sections 20104 et seq. WVWD shall respond in writing within the statutory time period(s), or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims WVWD may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. WVWD's response shall be submitted within the statutory timeframe after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- C. If a claim is more than \$375,000, WVWD shall respond in writing within a reasonable period of time to review and analyze the claim. The parties also agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.
- D. If the claimant disputes WVWD's response, or if WVWD fails to respond within the statutory time period(s), the claimant may so notify WVWD within 15 Days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, WVWD shall schedule a meet and confer conference

within 30 Days.

- E. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- F. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by WVWD, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.
- G. Venue for any litigation arising out of or relating to this Contract shall be Riverside County, California.
- H. Pursuant to Public Contract Code section 9201, WVWD shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

#### **SECTION 8 - INSPECTION AND PROTECTION OF WORK**

- A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by WVWD.
- B. All Work shall be inspected by WVWD. The charges for inspection shall be in accordance with WVWD's regulations. If WVWD is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to WVWD. Work performed without inspection shall be rejected.
- C. Contractor shall make the work accessible at all reasonable times for inspection by WVWD. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by WVWD.
- D. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, WVWD shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.
- E. WVWD may reject materials or Work that does not meet the requirements of the Contract Documents. If WVWD does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to WVWD.

#### **SECTION 9 - ASSIGNMENT AND SUBCONTRACTING**

- A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.
- B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.
- C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project

under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

- D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to WVWD, the subcontractor shall be removed immediately on the request of WVWD in the manner required by law and shall not again be employed on the work.
- E. Contractor shall not assign any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of WVWD, which consent may be withheld in WVWD's sole and absolute discretion.

## **SECTION 10 - TERMINATION**

- A. Should Contractor fail within seven (7) calendar days from receipt of WVWD's written notice to correct any default, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of WVWD, or failure to pay its creditors, WVWD may terminate this Contract and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, WVWD shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of WVWD's corrective action, including reasonable overhead, profit and attorneys' fees.
- B. WVWD may at any time terminate the Contract at WVWD's convenience upon five (5) days written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to WVWD's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against WVWD for any additional compensation or damages in the event of such termination.
- C. If WVWD terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

## **SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION**

- A. WVWD and all officers and employees thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of WVWD's officers or employees.
- B. Contractor shall indemnify, defend with legal counsel approved by WVWD, and hold harmless WVWD, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of WVWD. Should conflict of interest principles

preclude a single attorney from representing both WVWD and Contractor, or should WVWD otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse WVWD its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against WVWD (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of WVWD's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an indemnified party. However, without affecting the rights of WVWD under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless WVWD for liability attributable to the active negligence of WVWD, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where WVWD is shown to have been actively negligent and where WVWD's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of WVWD.
- D. In addition to any remedy authorized by law, contract funds sufficient to pay for any claim may be retained by WVWD until disposition has been made of such suits or claims for damage.

## **SECTION 12 - BONDS AND INSURANCE**

### **A. Bonds.**

1. Within fifteen (15) working days after being notified of the award of the contract, and before WVWD will execute this Agreement, the Contractor shall furnish and file with WVWD Performance and Payment Surety bonds as set forth below.
2. Contractor shall submit the bonds on the forms provided Attachment E, attached hereto, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to WVWD conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

### **B. Insurance.**

1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to WVWD within fifteen (15) working days after being notified of the award of the contract, and before execution of this Agreement by WVWD.

### **SECTION 13 - WARRANTY**

Contractor warrants to WVWD that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This Article shall not limit WVWD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. WVWD specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

### **SECTION 14 - LAWS TO BE OBSERVED**

- A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify WVWD, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by WVWD's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to WVWD in writing.
- C. This Contract shall be governed by and construed in accordance with the laws of the State of California.

### **SECTION 15 - CLEAN-UP**

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, WVWD may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

### **SECTION 16 - STATE LICENSE BOARD NOTICE**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

## SECTION 17 - COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, including any and all subsequent amendments and National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

## SECTION 18 - MISCELLANEOUS

### A. Existing Utilities.

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require WVWD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to WVWD may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code section 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

After the utility survey is complete, the Contractor shall commence “potholing” or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify WVWD before starting potholing operations. The Contractor shall uncover all piping and conduits to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved.

The Contractor’s attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: “When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-upon time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time.” The Contractor shall notify WVWD in advance of this meeting.

If the Contractor is required to locate, repair damage not due to the Contractor’s failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by WVWD and the owners of underground facilities or their authorized



agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

B. Differing Site Conditions.

1. The Contractor shall promptly, and before the following conditions are disturbed, notify WVWD in writing of any:
  - (a) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law,
  - (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or
  - (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
2. Contractor shall give Notice in accordance with the Change Order provisions above.
3. WVWD shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.
4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.
5. In the event a dispute arises between WVWD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

C. Records and Audits.

1. Contractor and its subcontractors shall establish and maintain records pertaining to this Contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.
2. Contractor shall permit WVWD and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. WVWD further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4)-year period following the termination of this Contract; and Contractor shall in no event dispose

of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination of this Contract.

3. Pursuant to California Government Code section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.
- D. Clayton Act and Cartwright Act.  
Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code section 7103.5, the Contractor and all of its subcontractors hereby offer and agree to assign to WVWD all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when WVWD tenders final payment to the Contractor without further acknowledgement by the parties.
- E. Contractor Supervision.  
The Contractor shall provide competent supervision and staffing of the Work as approved by WVWD. As necessary, the Contractor or designated representative shall be present at all times while work is actually in progress. Supervisor(s) must be able to proficiently speak, read and write in English.
- F. Character of Workers.  
If persons employed by the Contractor, including any subcontractors, shall appear to WVWD to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of WVWD, and such person shall not again be employed on the Work.
- G. Cooperation.  
Should construction be under way by WVWD, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. WVWD reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- H. Notices.  
All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

**West Valley Water District:**

855 W. Baseline Rd.  
Rialto, CA 92377  
Attn: Shamindra Manbahal, General Manager

**Calgon Carbon Corporation**

300 GSK Drive  
Moon Township, PA 15108  
Attn: Tim Brekke

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_

Printed Name: Channing Hawkins

Title: President, Board of Directors

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

By: \_\_\_\_\_

Printed Name: Shamindra Manbahal

Title: General Manager

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

By: \_\_\_\_\_

Printed Name: Peggy Asche

Title: Board Secretary

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


**APPROVED AS TO FORM**

**TAFOYA LAW GROUP, APC**

By: \_\_\_\_\_

Printed Name: Robert Tafoya

**NAME**

By:  \_\_\_\_\_  
(Authorized Representative of Contractor)

Printed Name: Jeremy J. Jones

Title: DWS Project Manager

(Attach Acknowledgment for Authorized Representative of Contractor)

Dated: 04/06/2022

License No.: 1000026499

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS FOR MINOR PUBLIC WORKS PROJECTS**

1. Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to WVWD that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence to WVWD that the subcontractor has secured all insurance required under this Section.
2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract and shall verify subcontractors' compliance. Contractor's and subcontractors' insurance shall meet at least the following minimum levels of coverage:
  - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, with statutory limits. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.
  - (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1 Million per occurrence, \$2 Million aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation: statutory limits. Employer's Liability limits of \$1 million per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.
  - (C) Notices: Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with WVWD. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with WVWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, WVWD has the right but not the duty to obtain the insurance it deems necessary

and any premium paid by WVWD will be promptly reimbursed by Contractor or WVWD may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, WVWD may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by WVWD, to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, WVWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of WVWD, before WVWD's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) WVWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against WVWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy.

(D) All Coverages. Each insurance policy required by this Contract shall be endorsed to include the following provisions:

- (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to WVWD and all additional insureds,
  - (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to WVWD and any other additional insureds,
  - (iii) standard separation of insureds provisions,
  - (iv) no special limitations on the scope of protection afforded to WVWD, and all additional insureds,
  - (v) waiver of any right of subrogation of the insurer against WVWD, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others required to provide insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against WVWD or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WVWD. Contractor shall guarantee that, at the option of WVWD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
  5. Claims Made Policies. Claims made policies are not acceptable.
  6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Contract until Contractor has verified that the subcontractor has provided evidence to WVWD that they have secured all insurance required under this Section. If requested by Contractor, WVWD may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and WVWD shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.
  7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to WVWD.
  8. Verification of Coverage. Contractor shall furnish WVWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WVWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by WVWD before work commences. WVWD reserves the right to require complete, certified copies of all required insurance policies, at

any time.

9. Reservation of Rights. WVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## END OF INSURANCE REQUIREMENTS

**ATTACHMENT B  
DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., Contractor shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number



Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number

Name of Contractor: Calgon Carbon Corporation

Signature  \_\_\_\_\_

Name and Title Jeremy J. Jones, DWS Project Manager

Dated 04/06/2022

**ATTACHMENT C**  
**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <https://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

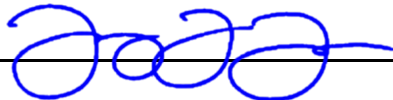
Name of Contractor: Calgon Carbon Corporation

DIR Registration Number: 1000026499

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: Calgon Carbon Corporation

Signature  \_\_\_\_\_

Name and Title Jeremy J. Jones, DWS Project Manager

Dated 04/06/2022

**ATTACHMENT D**  
**CONTRACTOR'S PROPOSAL**

**GAC Vessel Specifications**

Description	Units	Design Capacity
Vessel Manufacturer		Calgon Corp.
Maximum Flow Rate	GPM	(1000 per train)
System Configuration	--	5 sets of two in series
Number of Vessels	--	
Carbon <u>per Vessel</u>	Pounds	40,000
Type of Carbon	--	SWRCB Approved
Inlet Pressure	PSI	125 max (Varies)
Vessel Diameter	Ft	12
Material of Construction	--	Carbon Steel
Pressure Rating	PSI	125 @ 140 °F

All treatment carbon replacement work must be performed by experienced technicians working under the observation of WVWD. The GAC Supplier shall provide all labor, equipment, and materials required to perform the following:

- Remove spent carbon using slurry techniques to place media directly into trucks. Haul removed carbon to licensed facility for thermal destruction or reactivation. Provide manifests and certificates documenting thermal destruction or reactivation of spent carbon.
- Inspect and photograph empty vessel(s); identify any equipment damage or service requirements. Replace seals as necessary. Provide photographs to WVWD. [Note: costs for seal replacement or other internal vessel rehabilitation need not be included at this time].
- Hose down the inside of the empty vessel using water from the nearby municipal hydrant. Flush all wash waters from the GAC vessels to the adjacent decant ponds.
- Deliver and load pre-washed new GAC (12 x 40 mesh coal base carbon) in the treatment vessels as a slurry.
- Backwash loaded GAC to stratify the bed and remove fines until visually clear water is produced to WVWD's satisfaction. Fines shall be retained on Supplier's slurry trailer. Water may be discharged to adjacent decant ponds.
- Pressurize the GAC vessels and verify proper operation.
- Chemically test the "loaded" vessel and verify the absence of bacteria.
- If bacteria are detected in the loaded vessel, conduct carbon sanitization using pH adjustment techniques. Sanitization additives shall be identified before work begins, may not be employed

without WVWD's approval. Chemicals used to remove bacteria shall be neutralized and shall be removed from the vessels and discharged to the adjacent waste pit. Vessel shall then be retested to verify the absence of bacteria.

- All GAC vessels could be shut down at any given time. Loading these vessels would take approximately 2-3 days.
- The material does not need to be domestically manufactured as most of the GAC media come from overseas. The GAC shall be NSF certified and meet SWRCB's requirements. WVWD has never used agglomerated coal before.
- The pre-wash step means the firm shall wet and wash the carbon on site to remove fines. The spent backwash water can go into the decant ponds.
- Once the vessels are loaded with the new GAC, the firm shall hook up filtering system to remove fines from the carbon. This step helps to keep the backwash basin clean.
- WVWD is responsible for sampling the vessels.

**Responsibility of Carbon Supplier:**

1. Supply of 40,000 lbs. of virgin activated carbon per vessel (i.e., 200,000 lbs. total), per specifications as defined below.
2. Delivery of virgin carbon to customer site in bulk slurry trailers dedicated to food grade/potable water service. Trailers must be sanitized by food grade wash-out prior to carbon loading for potable water contact. Food-grade washout certificates to be provided to WVWD upon request.
3. On-site supervision and removal of spent carbon from vessel absorbers via slurry transfer, and fill of absorbers with virgin carbon via slurry transfer.
4. Backwash of loaded GAC vessels to stratify the beds and to remove fines until visually clear water is produced to WVWD's satisfaction.
5. Compressed air supply.
6. Coordinate use of adjacent potable water hydrant with WVWD.
7. Transportation of spent carbon from the customer's site to destruction or reactivation facility with proper non-hazardous manifest. No bill of lading allowed.
8. Destruction or reactivation of the spent carbon at a properly permitted facility.
9. Supply of certificate of thermal destruction or reactivation within 30 days of WVWD's request.
10. Provide certified laboratory results to verify the absence of bacteria in loaded GAC.
11. Sanitize carbon as may be required to remove bacteria from GAC.

# FILTRASORB® 400

Granular Activated Carbon

## Applications



FILTRASORB 400 activated carbon can be used in a variety of liquid phase applications for the removal of dissolved organic compounds. FILTRASORB 400 has been successfully applied for over 40 years in applications such as drinking and process water purification, wastewater treatment, and food, pharmaceutical, and industrial purification.

## Description

FILTRASORB 400 is a granular activated carbon for the removal of dissolved organic compounds from water and wastewater as well as industrial and food processing streams. These contaminants include taste and odor compounds, organic color, total organic carbon (TOC), industrial organic compounds such as TCE and PCE, and PFAS.

This activated carbon is made from select grades of bituminous coal through a process known as reagglomeration to produce a high activity, durable, granular product capable of withstanding the abrasion associated with repeated backwashing, hydraulic transport, and reactivation for reuse. Activation is carefully controlled to produce a significant volume of both low and high energy pores for effective adsorption of a broad range of high and low molecular weight organic contaminants.

FILTRASORB 400 is formulated to comply with all the applicable provisions of the AWWA Standard for Granular Activated Carbon (B604) and Food Chemicals Codex. This product may also be certified to the requirements of NSF/ANSI 61 for use in municipal water treatment facilities. Only products bearing the NSF Mark are certified to the NSF/ANSI 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packaging or documentation shipped with the product.

## Features / Benefits

- Produced from a pulverized blend of high quality bituminous coals resulting in a consistent, high quality product.
- Carbon granules are uniformly activated through the whole granule, not just the outside, resulting in excellent adsorption properties and constant adsorption kinetics.
- The reagglomerated structure ensures proper wetting while also eliminating floating material.
- High mechanical strength relative to other raw materials, thereby reducing the generation of fines during backwashing and hydraulic transport.
- Carbon bed segregation is retained after repeated backwashing, ensuring the adsorption profile remains unchanged and therefore maximizing the bed life.
- Reagglomerated with a high abrasion resistance, which provides excellent reactivation performance.
- High density carbon resulting in a greater adsorption capacity per unit volume.

## Specifications<sup>1</sup>

### FILTRASORB 400

Iodine Number, mg/g	1000 (min)
Moisture by Weight	2% (max)
Effective Size	0.55–0.75 mm
Uniformity Coefficient	1.9 (max)
Abrasion Number	75 (min)
Screen Size by Weight, US Sieve Series	
On 12 mesh	5% (max)
Through 40 mesh	4% (max)

<sup>1</sup>Calgon Carbon test method

## Typical Properties\*

### FILTRASORB 400

Apparent Density (tamped)	0.54 g/cc
Water Extractables	<1%
Non-Wetttable	<1%

\*For general information only, not to be used as purchase specifications.

## Safety Message

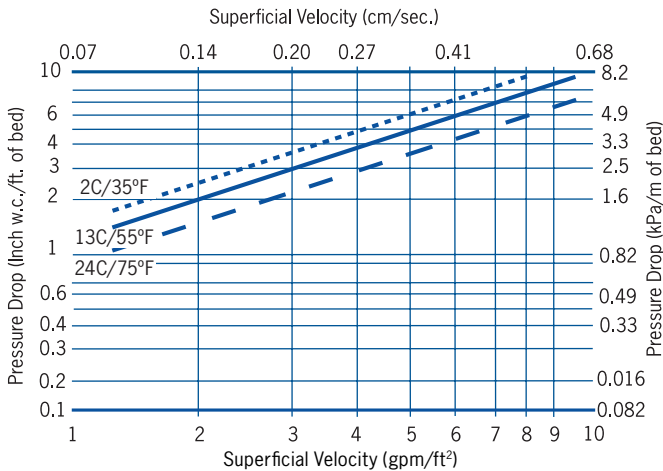
Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

1.800.4CARBON calgoncarbon.com

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 DS-FILTRA40018-EIN-E1

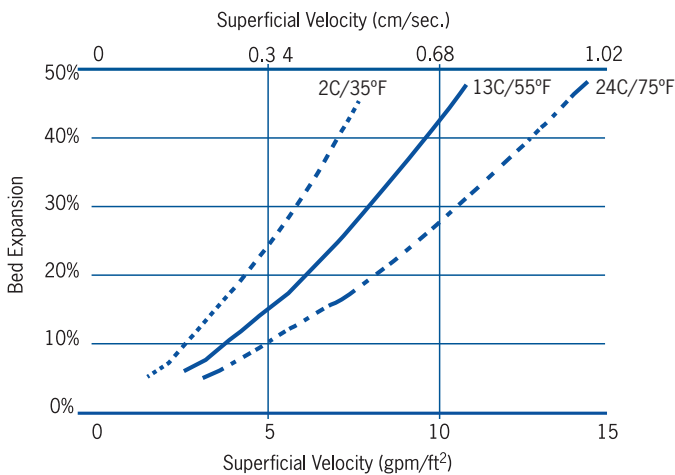
## Typical Pressure Drop

Based on a backwashed and segregated bed



## Typical Bed Expansion During Backwash

Based on a backwashed and segregated bed



## Conditioning and Backwashing

Backwashing and conditioning fresh GAC before placing into operation is critical to GAC performance. The reasons for backwashing before placing fresh media online are to: (1) size segregate the media so subsequent backwashing will return the media to the same relative position in the bed, (2) remove any remaining air from the bed, and (3) remove media fines which can lead to excessive pressure drop and flow restriction. In addition, proper backwashing is a crucial step to collecting the most representative and meaningful post-start up data on compounds of interest, such as metals listed in the NSF/ANSI 61 standard.

Below are the recommended steps for proper conditioning and backwashing of GAC based on Filtrasorb 400 GAC being backwashed at 55°F:

1. Fully submerge GAC bed in clean, contaminant free water for at least 16 hours (overnight)
2. Open backwash inlet and begin up-flow at 3 gpm/ft<sup>2</sup> for 2 minutes
3. Increase flow to 5 gpm/ft<sup>2</sup> and maintain for 2 minutes
4. Increase flow to 7 gpm/ft<sup>2</sup> and maintain for 2 minutes
5. Increase flow to 8.5 gpm/ft<sup>2</sup> and maintain for 30 minutes\*
6. Decrease flow to 7 gpm/ft<sup>2</sup> and maintain for 2 minutes
7. Decrease flow to 5 gpm/ft<sup>2</sup> and maintain for 2 minutes
8. Decrease flow to 3 gpm/ft<sup>2</sup> and maintain for 2 minutes
9. Close backwash inlet and stop flow

\*Duration representative of initial backwash conditions. Required duration during operational backwashes can be shorter but will vary by utility, solids load, and GAC throughput. Contact Calgon Carbon for more information"

## Design Considerations

FILTRASORB 400 activated carbon is typically applied in down-flow packed-bed operations using either pressure or gravity systems. Design considerations for a treatment system is based on the user's operating conditions, the treatment objectives desired, and the chemical nature of the compound(s) being adsorbed.

## Safety Message

Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

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DS-FILTRA40018-EIN-E1

## SALES SPECIFICATION SHEET

# FILTRASORB 400

## Granular Activated Carbon

Test	Specification		Calgon Carbon Test Method
	Min	Max	
IODINE NUMBER, mg/g	1000	-	ASTM D4607
MOISTURE (AS PACKAGED), wt%	-	3	ASTM D2867
ABRASION NUMBER	75	-	TM-9,AWWA B604
EFFECTIVE SIZE, mm	0.55	0.75	ASTM D2862
UNIFORMITY COEFFICIENT	-	1.9	ASTM D2862
12 US MESH [1.70 mm], wt%	-	5	ASTM D2862
< 40 US MESH [0.425 mm] (PAN), wt%	-	4	ASTM D2862

### Typical Properties:

This product complies with the requirements for activated carbon as defined by the Food Chemicals Codex (FCC) (8th Edition) published by the U.S. Pharmacopeia.

Only products bearing the NSF Mark are Certified to NSF/ANSI 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packing or documentation shipped with the product.

THIS PRODUCT IS NOT INCLUDED IN THE SCOPE OF CCC'S QUALITY SYSTEM CERTIFIED TO ISO 9001.

NOTE: CCC'S Quality System elements are applied whenever possible.

**Calgon Carbon Corporation's activated carbon products are continuously being improved and changes may have taken place since this publication went to press. 3134-06/06/2013**



+1 800 422 7266 calgoncarbon.com

Pure Water. Clean Air. Better World.





# FILTRASORB 400

## Safety Data Sheet

Issued: 10/20/2020  
Supersedes: 03/02/2020  
Version: 4.0

### SECTION 1: Identification of the Substance/Mixture and of the Company/Undertaking

#### 1.1. Product identifier

Product name : FILTRASORB 400  
Product form : Substance  
CAS No : 7440-44-0  
Product code : 12031  
Synonyms : Activated carbon; Steam activated carbon

#### 1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Adsorbent

#### 1.3. Details of the supplier of the safety data sheet

Calgon Carbon Corporation  
P.O. Box 717  
Pittsburgh, PA 15230  
412-787-6700

#### 1.4. Emergency telephone number

Emergency number : CHEMTREC (24 HRS): 1-800-424-9300

### SECTION 2: Hazards Identification

#### 2.1. Classification of the substance or mixture

##### GHS-US classification

Combustible Dust

*Not classified as a simple asphyxiant. Product does not displace oxygen in the ambient atmosphere, but slowly adsorbs oxygen from a confined space when wet. Under conditions of anticipated and recommended use, product does not pose an asphyxiation hazard.*

#### 2.2. Label elements

##### GHS-US labeling

Signal word (GHS-US) : **Warning**  
Hazard statements (GHS-US) : May form combustible dust concentrations in air.

#### 2.3. Other hazards

Other hazards not contributing to the classification : Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

#### 2.4. Unknown acute toxicity (GHS-US)

No data available

### SECTION 3: Composition/Information on Ingredients

#### 3.1. Substance

Name	Product identifier	%
Activated carbon	(CAS No) 7440-44-0	< 100

#### 3.2. Mixture

Not applicable

### SECTION 4: First Aid Measures

#### 4.1. Description of first aid measures

First-aid measures general : If exposed or concerned, get medical attention/advice. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use. Never give anything to an unconscious person.

First-aid measures after inhalation : IF INHALED: Remove to fresh air and keep at rest in a comfortable position for breathing.

First-aid measures after skin contact : IF ON SKIN (or clothing): Remove affected clothing and wash all exposed skin with water for at least 15 minutes.

First-aid measures after eye contact : IF IN EYES: Immediately flush with plenty of water for at least 15 minutes. Remove contact lenses if present and easy to do so. Continue rinsing.



# FILTRASORB 400

Product Code: 12031

## Safety Data Sheet

First-aid measures after ingestion : IF SWALLOWED: Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center or medical professional. Get medical attention if you feel unwell.

### 4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation : Not expected to present a significant hazard under anticipated conditions of normal use. Dust may cause irritation to the respiratory system.

Symptoms/injuries after skin contact : Dust may cause irritation.

Symptoms/injuries after eye contact : Dust may cause irritation and redness.

Symptoms/injuries after ingestion : Not expected to present a significant hazard under anticipated conditions of normal use.

### 4.3. Indication of any immediate medical attention and special treatment needed

No additional information available.

## SECTION 5: Firefighting Measures

### 5.1. Extinguishing media

Suitable extinguishing media : Water spray. Carbon dioxide. Dry chemical. Foam. Sand.

Unsuitable extinguishing media : None known.

### 5.2. Special hazards arising from the substance or mixture

Fire hazard : Dust may be combustible under specific conditions. May be ignited by heat, sparks or flames.

Explosion hazard : Dust may form explosive mixture in air.

Reactivity : No dangerous reactions known under normal conditions of use. Carbon oxides may be emitted upon combustion of material.

### 5.3. Advice for firefighters

Firefighting instructions : Wear NIOSH-approved self-contained breathing apparatus suitable for the surrounding fire. Use water spray or fog for cooling exposed containers. Evacuate area.

## SECTION 6: Accidental Release Measures

### 6.1. Personal precautions, protective equipment and emergency procedures

General measures : Evacuate area. Keep upwind. Ventilate area. Spill should be handled by trained clean-up crews properly equipped with respiratory equipment and full chemical protective gear (see Section 8).

#### 6.1.1. For non-emergency personnel

No additional information available.

#### 6.1.2. For emergency responders

No additional information available.

### 6.2. Environmental precautions

Prevent entry to sewers and public waters. Avoid release to the environment. Product is not soluble, but can cause particulate emission if discharged into waterways. Dike all entrances to sewers and drains to avoid introducing material to waterways. Notify authorities if product enters sewers or public waters.

### 6.3. Methods and material for containment and cleaning up

For containment : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust.

Methods for cleaning up : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust. Dispose of material in compliance with local, state, and federal regulations.

### 6.4. Reference to other sections

No additional information available.

## SECTION 7: Handling and Storage

### 7.1. Precautions for safe handling

Precautions for safe handling : Avoid dust formation. Avoid contact with skin, eyes and clothing. Do not handle until all safety precautions have been read and understood. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Keep away from sources of ignition - No smoking.

### 7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep container tightly closed in a cool, dry, and well-ventilated place. Keep away from ignition sources.

# FILTRASORB 400

Product Code: 12031

## Safety Data Sheet

### SECTION 8: Exposure Controls/Personal Protection

#### 8.1. Control parameters

##### Activated carbon (7440-44-0)\*

OSHA PEL (TWA) (mg/m <sup>3</sup> )	≤ 5 (Respirable Fraction) ≤ 15 (Total Dust)
-------------------------------------	--

\*Exposure limits are for inert or nuisance dust. No specific exposure limits have been established for this activated carbon product by OSHA or ACGIH.

#### 8.2. Exposure controls

Appropriate engineering controls : Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof equipment with flammable materials. Ensure adequate ventilation, especially in confined areas. Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

Personal protective equipment : Gloves. Safety glasses. Protective clothing. Under insufficient ventilation conditions wear respiratory protection.



Hand protection : Gloves should be classified under Standard EN 374 or ASTM F1296. Suggested glove materials are: Neoprene, Nitrile/butadiene rubber, Polyethylene, Ethyl vinyl alcohol laminate, PVC or vinyl. Suitable gloves for this specific application can be recommended by the glove supplier.

Eye protection : Use eye protection suitable to the environment. Avoid direct contact with eyes.

Skin and body protection : Wear long sleeves, and chemically impervious PPE/coveralls to minimize bodily exposure.

Respiratory protection : Use NIOSH-approved dust/particulate respirator. Where vapor, mist, or dust exceed PELs or other applicable OELs, use NIOSH-approved respiratory protective equipment.

### SECTION 9: Physical and Chemical Properties

#### 9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Granular, powder, or pelletized substance
Color	: Black
Odor	: Odorless
Odor threshold	: No data available
pH	: No data available
Relative evaporation rate (butylacetate=1)	: Not applicable
Melting point	: Not applicable
Freezing point	: Not applicable
Boiling point	: Not applicable
Flash point	: No data available
Auto-ignition temperature	: > 325 °C
Decomposition temperature	: No data available
Flammability (solid, gas)	: > 325 °C
Vapor pressure	: Not applicable
Relative vapor density at 20 °C	: Not applicable
Apparent density	: 0.3 - 0.75 g/cc
Solubility	: Insoluble
Log Pow	: Not applicable
Log Kow	: Not applicable
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: Not applicable
Explosive properties	: No data available
Oxidising properties	: No data available
Explosive limits	: No data available

#### 9.2. Other information

No additional information available.

# FILTRASORB 400

Product Code: 12031

## Safety Data Sheet

### SECTION 10: Stability and Reactivity

#### 10.1. Reactivity

No dangerous reactions known under normal conditions of use.

#### 10.2. Chemical stability

Stable under use and storage conditions as recommended in section 7.

#### 10.3. Possibility of hazardous reactions

None known.

#### 10.4. Conditions to avoid

Avoid dust formation. Heat. Ignition sources. Exposure to high concentrations of organic compounds may cause bed temperature to rise.

#### 10.5. Incompatible materials

Alkali metals. Strong oxidizing agents.

#### 10.6. Hazardous decomposition products

Carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>).

### SECTION 11: Toxicological Information

#### 11.1. Information on toxicological effects

Acute toxicity : Not classified

Activated carbon (7440-44-0)	
LD <sub>50</sub> oral rat	> 2000 mg/kg

Skin corrosion/irritation : Not classified

Serious eye damage/irritation : Not classified

Respiratory or skin sensitisation : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Silica: crystalline, quartz (14808-60-7)	
IARC group	1 - Carcinogenic to humans

The International Agency for Research on Cancer (IARC) has classified "silica dust, crystalline, in the form of quartz or cristobalite" as carcinogenic to humans (group 1). However these warnings refer to crystalline silica dusts and do not apply to solid activated carbon containing crystalline silica as a naturally occurring, bound impurity. As such, we have not classified this product as a carcinogen in accordance with the US OSHA Hazard Communication Standard (29 CFR §1910.1200) but recommend that users avoid inhalation of product in a dust form.

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

Symptoms/injuries after inhalation : Not expected to present a significant hazard under anticipated conditions of normal use.

Symptoms/injuries after skin contact : Dust may cause irritation of the skin.

Symptoms/injuries after eye contact : Dust may cause irritation and redness.

Symptoms/injuries after ingestion : Not expected to present a significant hazard under anticipated conditions of normal use.

### SECTION 12: Ecological Information

#### 12.1. Toxicity

No additional information available.

#### 12.2. Persistence and degradability

No additional information available.

#### 12.3. Bioaccumulative potential

No additional information available.

#### 12.4. Mobility in soil

No additional information available.

# FILTRASORB 400

Product Code: 12031

## Safety Data Sheet

### 12.5. Other adverse effects

No additional information available.

## SECTION 13: Disposal Considerations

### 13.1. Waste treatment methods

Waste treatment and disposal methods : Vacuum or shovel material into a closed container. Dispose in a safe manner in accordance with local/national regulations. Do not allow the product to be released into the environment.

Additional information : Activated carbon is an adsorbent media; hazard classification is generally determined by the adsorbate. Consult U.S. EPA guidelines listed in 40 CFR 261.3 for more information on hazardous waste disposal.

## SECTION 14: Transport Information

### 14.1. In accordance with DOT

Not classified as hazardous for domestic land transport.

UN-No.(DOT) : None on finished product

DOT NA no. : None on finished product

Proper Shipping Name (DOT) : Not regulated

Department of Transportation (DOT) Hazard Classes : None on finished product

Hazard labels (DOT) : None on finished product

Packing group (DOT) : None on finished product

DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : None on finished product

### 14.2. Transport by sea

Not classified as hazardous for water transport.

IMO / IMDG

UN/NA Identification Number : None on finished product

UN- Proper Shipping Name : Not regulated

Transport Hazard Class : None on finished product

### 14.3. Air transport

Not classified as hazardous for air transport.

ICAO / IATA

UN/NA No : None on finished product

UN- Proper Shipping Name : Not regulated

Transport Hazard Class : None on finished product

Packing Group : None on finished product

Marine Pollutant : None on finished product

### 14.4. Additional information

Other information : Under the UN classification for activated carbon, all activated carbons have been identified as a class 4.2 product. However, this product type or an equivalent has been tested according to the *United Nations Transport of Dangerous Goods, Manual of Tests and Criteria, Part III, Test N.4 - Test Method for Self Heating Substances* and it has been specifically determined that this product type or an equivalent does not meet the definition of a self-heating substance (class 4.2). This information is applicable to the steam activated carbon product described in this document.

## SECTION 15: Regulatory Information

### 15.1. US Federal regulations

#### FILTRASORB 400

All chemical substances in this product are listed as "Active" in the EPA (Environmental Protection Agency) "TSCA Inventory Notification (Active-Inactive) Requirements Rule" ("the Final Rule"). as of February 2019 or are otherwise exempt.

SARA Section 311/312 Hazard Classes	Physical hazard - Combustible dust
-------------------------------------	------------------------------------

# FILTRASORB 400

Product Code: 12031

## Safety Data Sheet

<b>Cobalt (7440-48-4)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory Listed on United States SARA Section 313	
SARA Section 313 - Emission Reporting	0.1 %

### 15.2. International regulations

No additional information available.

### 15.3. US State regulations

#### California Proposition 65

**⚠ WARNING:** This product can expose you to chemicals including Silica: crystalline, quartz, which are known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

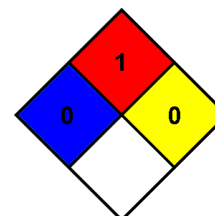
Component	Carcinogenicity	Developmental toxicity	Reproductive toxicity male	Reproductive toxicity female	No significant risk level (NSRL)	Maximum allowable dose level (MADL)
Silica: crystalline, quartz (14808-60-7)	X					
Titanium dioxide (13463-67-7)	X				Not available	
Cobalt (7440-48-4)	X					

Component	State or local regulations
Aluminum oxide (1344-28-1)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Massachusetts - Right To Know List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
Calcium sulfate (7778-18-9)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List
Silica: crystalline, quartz (14808-60-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List
Titanium dioxide (13463-67-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List
Cobalt (7440-48-4)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List U.S. - Massachusetts - Right To Know List

## SECTION 16: Other Information

Indication of changes : Revision 4.0  
 Revision Date : 10/20/2020  
 Other information : Author: ADK  
 For internal use only : PR #1  
 Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

NFPA health hazard : 0 - Exposure under fire conditions would offer no hazard beyond that of ordinary combustible materials.  
 NFPA fire hazard : 1 - Must be preheated before ignition can occur.  
 NFPA reactivity : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



### HMIS III Rating

Health : 0  
 Flammability : 1  
 Physical : 0

# FILTRASORB 400

Product Code: 12031

## Safety Data Sheet

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Personal Protection :

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product. The information in this document applies to this specific material as supplied. It may not be valid if product is used in combination with other materials. It is the user's responsibility to determine the suitability and completeness of this information for their particular use. While the information and recommendations set forth herein are believed to be accurate as of the date hereof, Calgon Carbon Corporation makes no warranty with respect to the same, and disclaims all liability for reliance thereon.

**ATTACHMENT E**  
**BOND FORMS**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District (hereinafter referred to as "WVWD") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the WVWD in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the WVWD, its officers and agents, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by WVWD, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect WVWD from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit WVWD's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by WVWD in enforcing such obligation.



Whenever Contractor shall be, and is declared by WVWD to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at WVWD 's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and WVWD, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by WVWD under the Contract and any modification thereto, less any amount previously paid by WVWD to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit WVWD to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by WVWD under the Contract and any modification thereto, less any amount previously paid by WVWD to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that WVWD may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if WVWD, when declaring the Contractor in default, notifies Surety of WVWD 's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: Attorney-In-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by Attorney-In-Fact.)

THE FOLLOWING INFORMATION IS MANDATORY:

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_

### Notary 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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

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

\_\_\_\_\_ Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

**END OF PERFORMANCE BOND**

**PAYMENT BOND (LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District (hereinafter referred to as "WVWD") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto WVWD in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by WVWD in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement

pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between WVWD and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,  
if corporation)

\_\_\_\_\_  
Principal (Proper Name of Contractor)

By \_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

### Notary 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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)

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.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

#### END OF PAYMENT (LABOR AND MATERIALS) BOND



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** April 21, 2022  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON'S  
 ELECTRICAL SERVICES AT LORD RANCH FOR PUMP STATION 4-3

---

**BACKGROUND:**

The District's Lord Ranch Site ("Site") is located on the east side of Pepper Avenue north of Baseline Road and south of State Route 210, in the City of Rialto, and is currently occupied by existing pump station 4-1, 3-2 Reservoir, and groundwater Wells 7, 8A, and 36. West Valley Water District ("District") proposes to construct several projects at the Site to utilize additional capacity through San Bernardino Valley Municipal Water District's Base Line Feeder ("BLF") water system. Water supplied through the BLF is boosted into the District's northern service area. The proposed infrastructure projects include the construction and operation of a 1-million gallon aeration tank R3-5, a booster pump station 4-3 ("PS4-3") within a concrete masonry building, pipelines connecting the proposed tank and pump station to existing facilities, and site grading and drainage.

**DISCUSSION:**

As part of developing the proposed infrastructure projects at the Site and receiving additional power supply, Southern California Edison ("SCE") requires the District to approve the Grant of Easement ("Easement") for the installation of the electrical transformer and conduits to serve the electrical services for PS4-3. In order to construct the water facilities needed to supply water to the District's service area, the District must accept the Easement. The Easement documents are attached as **Exhibit A**. The Easement documents has been reviewed by staff and legal counsel and was found to be in good order.

**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

RMG:ls

**ATTACHMENT(S):**

1. Exhibit A - Grant of Easement Documents

**MEETING HISTORY:**

04/13/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD



# EXHIBIT A

RECORDING REQUESTED BY


**SOUTHERN CALIFORNIA  
EDISON**

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

**SOUTHERN CALIFORNIA EDISON COMPANY**2 INNOVATION WAY, 2nd FLOOR  
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF  
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)		DISTRICT Foothill	SERVICE ORDER TD1849721	SERIAL NO.	MAP SIZE
SCE Company		FIM MT-6776-D	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 0264-201-08	VEGETATION & LAND MANAGEMENT	SLS/BT	11/10/2021

WEST VALLEY WATER DISTRICT, a county water district organized and existing under the County Water District Law of the State of California, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, described as follows:

THE NORTHERLY 6.00 FEET OF THE SOUTHERLY 266.45 FEET OF THE WESTERLY 95.00 FEET OF THAT PORTION OF MUSCUPIABE RANCHO IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 N, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, SAID PORTION IS MORE PARTICULARLY DESCRIBED AS PARCEL NO. 2 IN THE DEED TO THE GRANTOR HEREIN, RECORDED ON FEBRUARY 28, 1962 IN BOOK 5653, PAGE 506 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared by Spectrum Land Services pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**GRANTOR**

WEST VALLEY WATER DISTRICT, a county water district organized and existing under the County Water District Law of the State of California

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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 \_\_\_\_\_ )

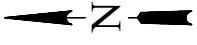
On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

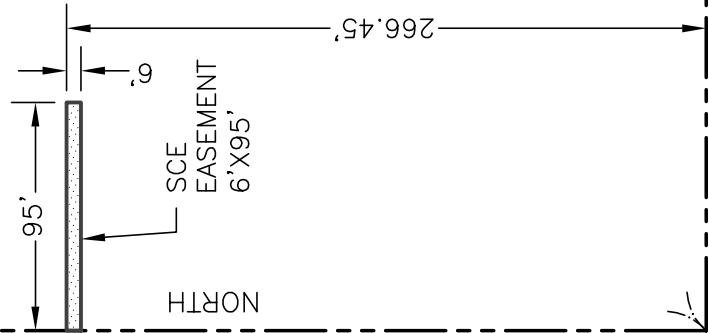
Signature \_\_\_\_\_ (Seal)



592.02'

NORTH

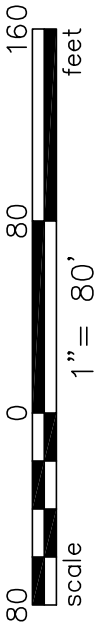
**POR. MUSCUIABE RANCHO  
 IN THE NE 1/4 OF SEC. 36,  
 T 1 N, R 5 W, S.B.B.&M.  
 DESCRIBED AS PARCEL NO. 2  
 PER DEED REC. 02/28/1962  
 BK. 5653 PG. 506, O.R.  
 SAN BERNARDINO CO.**



EAST 1/4 COR.  
 OF SEC. 36

735.90'

EAST



2.5.a

SCE EASEMENT		
DSE802109101	TD1849721	
SLS/BT		11/10/2021

Unless otherwise specified on the working drawing which forms a part of the specifications, the Contractor/Designer shall furnish the following items of no cost to the Edison Company...

- 1. FOR GENERAL SPECIFICATIONS SEE US G 010.
2. CONDUIT:
a. Minimum cover on private property is 3' below finished grade, unless noted otherwise.
b. Minimum cover on public property is 3' below finished grade, unless noted otherwise.

- 3. CONDUIT RADIUS REQUIREMENTS:
a. The minimum radius for all conduits shall be 12" (unless noted otherwise).
b. For conduits 4" and 5" in diameter, the minimum radius shall be 12".

- 4. EXCAVATION AND BACKFILL:
a. Work area shall be cleared and rough graded to within four inches of final grade prior to installation of trench.
b. All excavations shall be in accordance with the California State Construction Safety Orders (when applicable).

- 5. FINISHES:
a. Retaining walls shall be constructed of masonry or concrete.
b. All structures shall be constructed of masonry or concrete.
c. All structures shall be constructed of masonry or concrete.

- 6. STRUCTURES:
a. All structures shall be constructed of masonry or concrete.
b. All structures shall be constructed of masonry or concrete.
c. All structures shall be constructed of masonry or concrete.

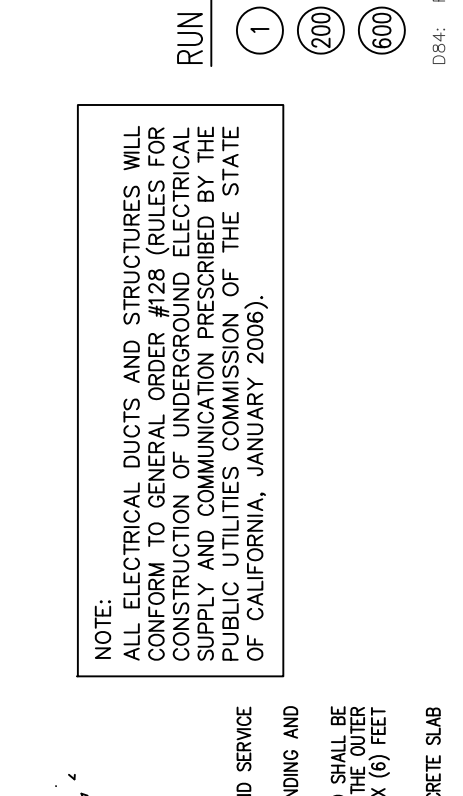
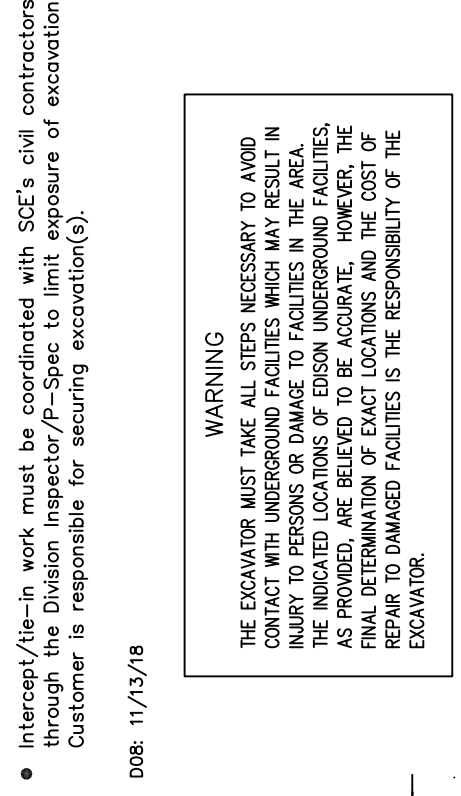
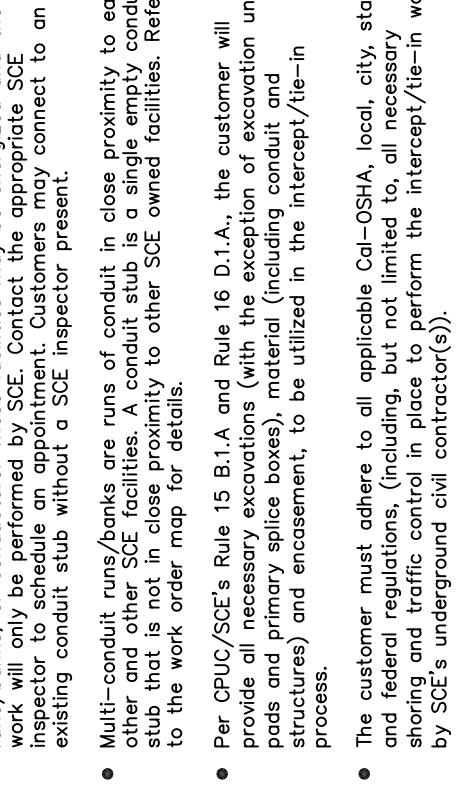
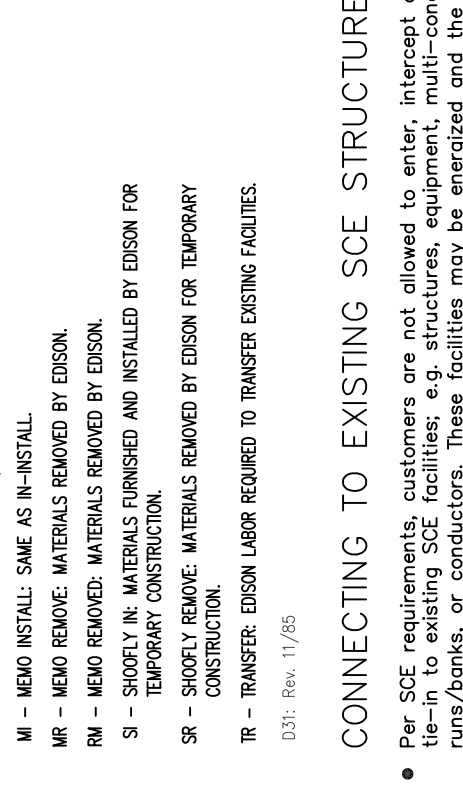
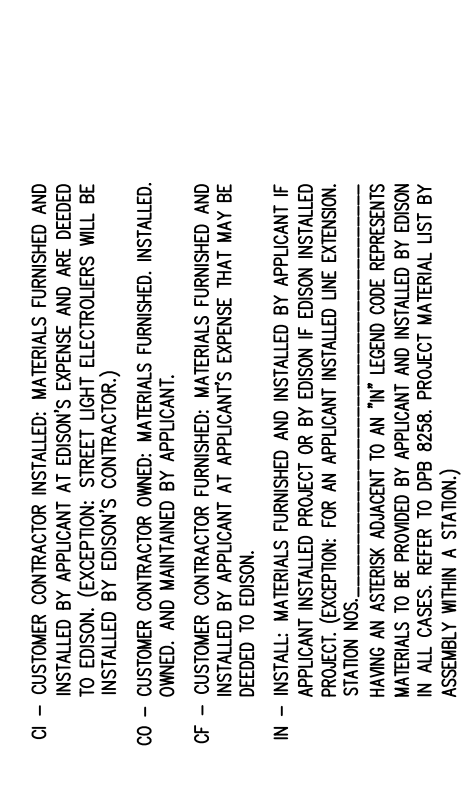
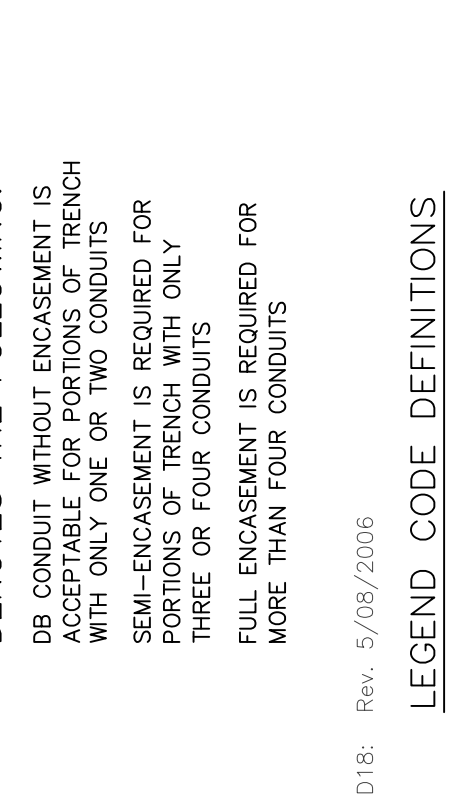
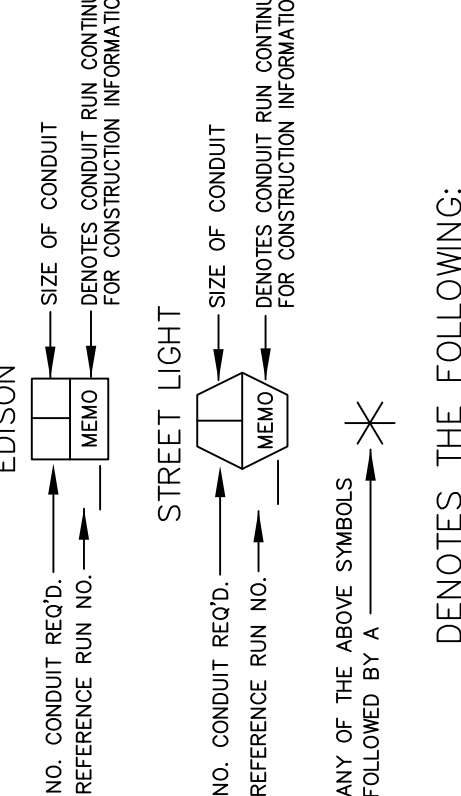
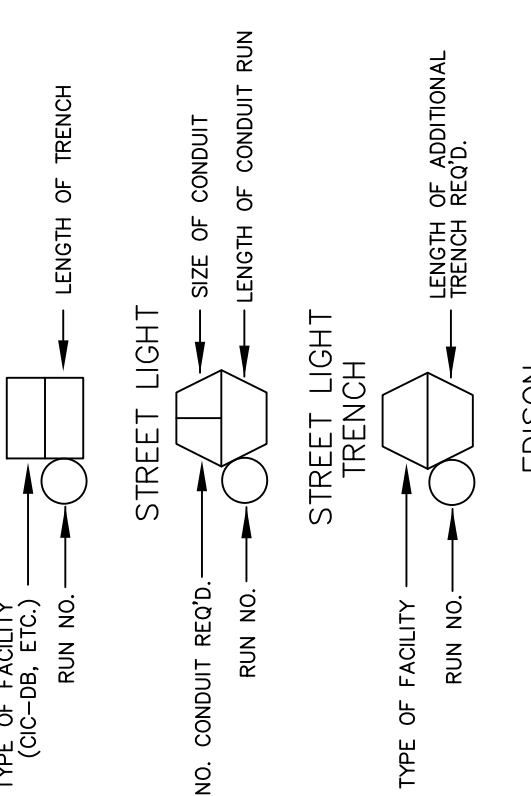
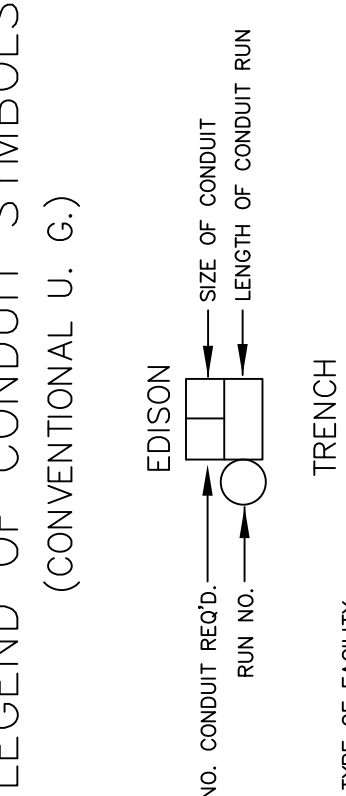
- 7. RETAINING WALLS:
a. Retaining walls shall be constructed of masonry or concrete.
b. Retaining walls shall be constructed of masonry or concrete.
c. Retaining walls shall be constructed of masonry or concrete.

- 8. PERMITS:
a. All permits necessary for excavation shall be provided to the Contractor/Designer.
b. All permits necessary for excavation shall be provided to the Contractor/Designer.

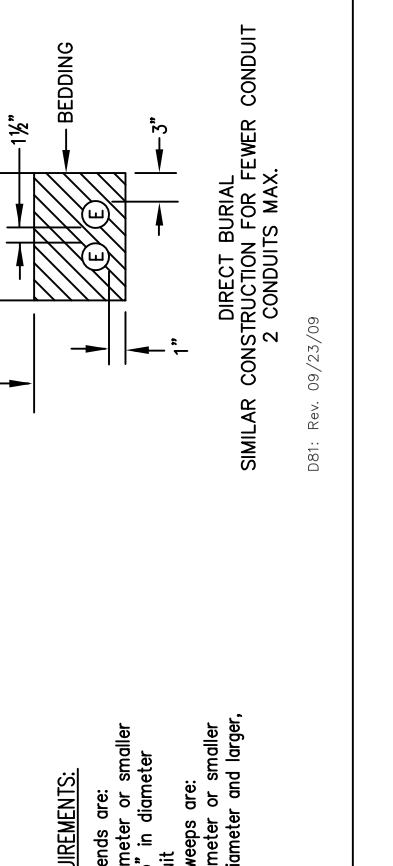
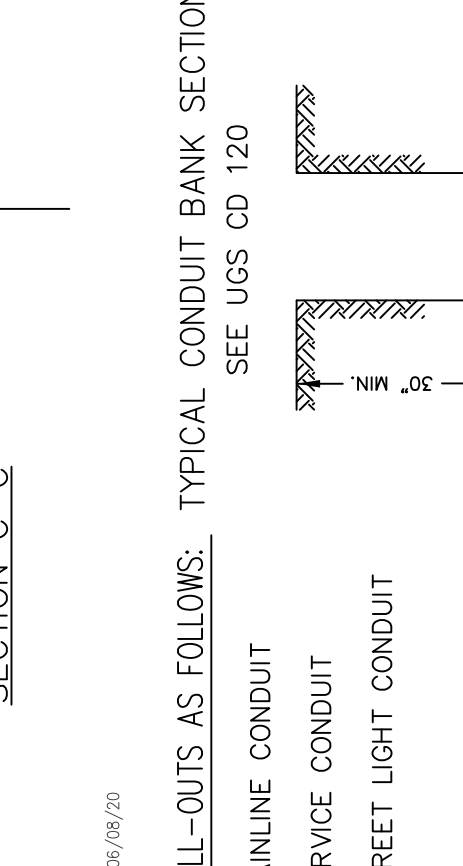
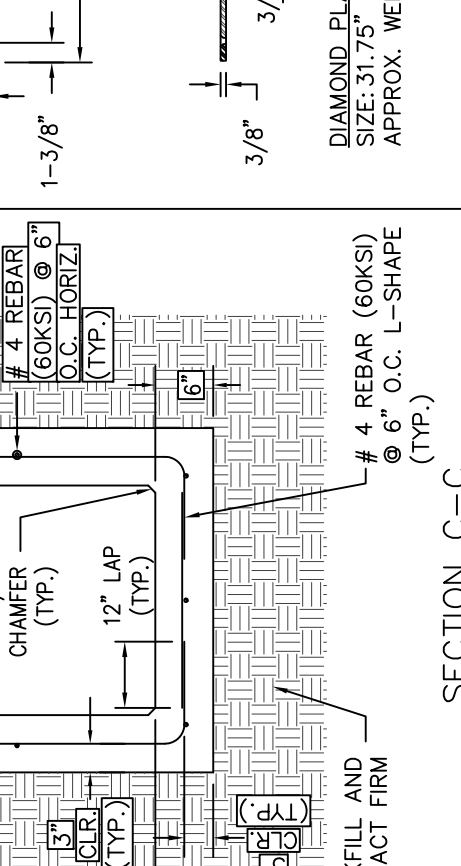
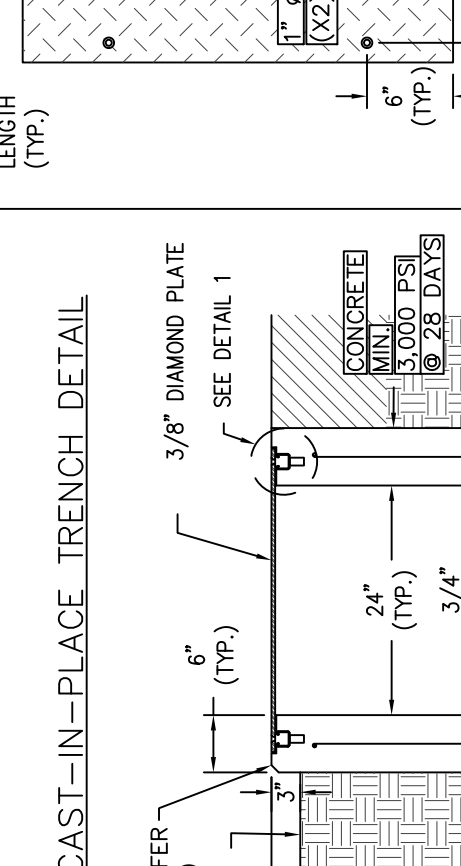
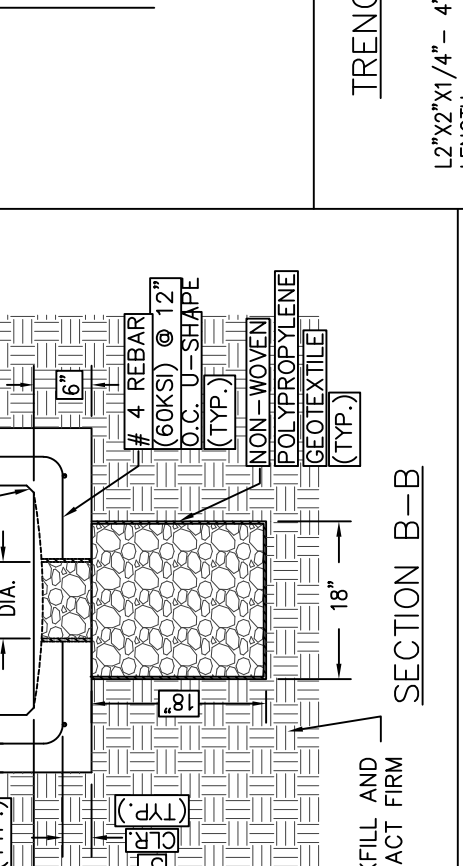
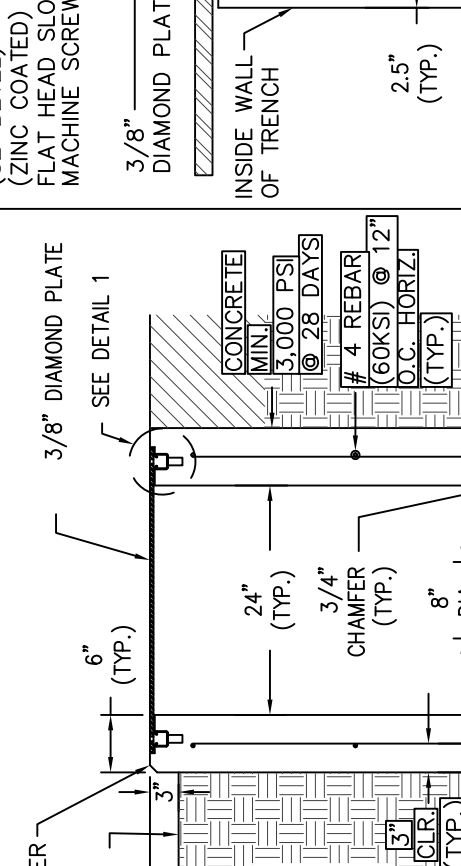
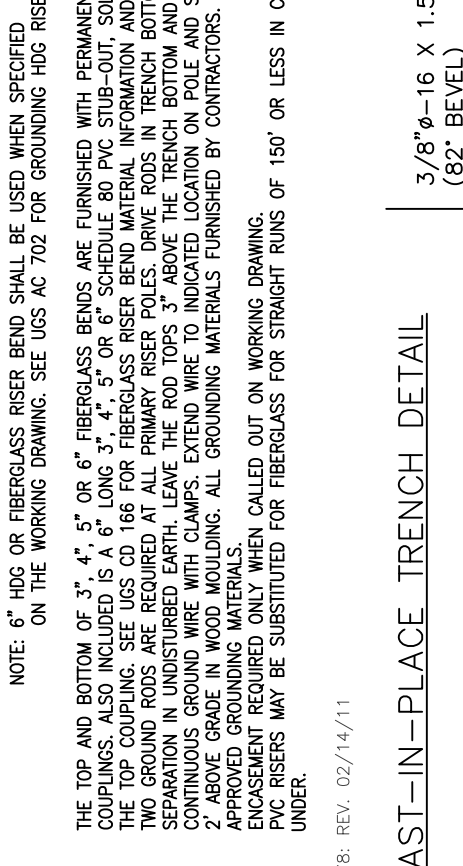
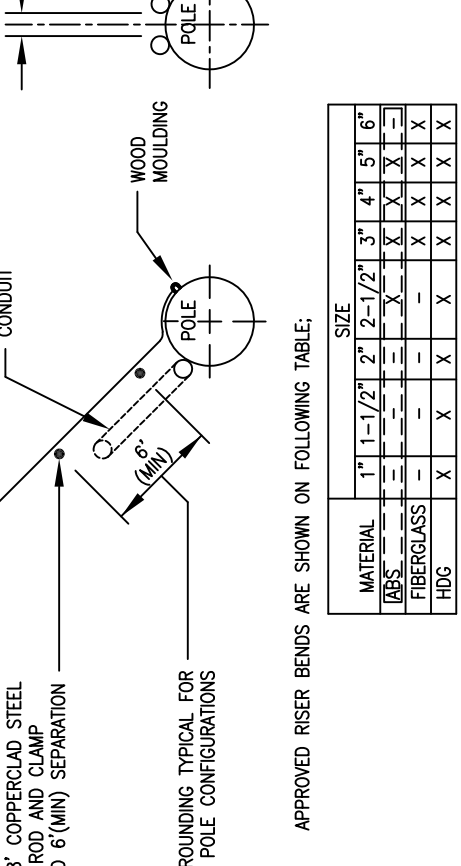
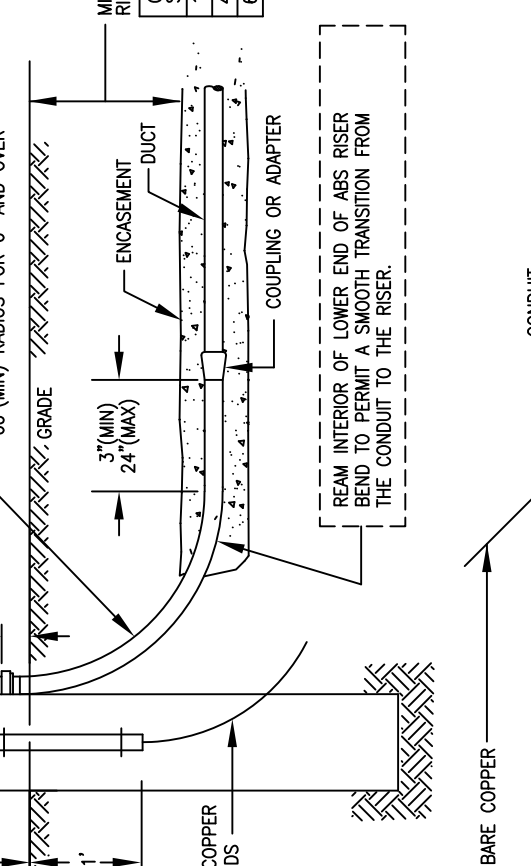
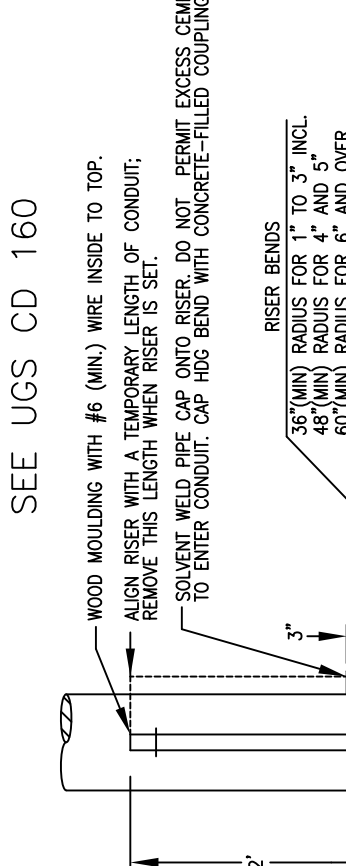
- 9. ACCESS:
a. All access roads shall be maintained to permanent locations.
b. All access roads shall be maintained to permanent locations.

- 10. SURVEY:
a. The Contractor shall verify the location and widths of all sidewalks and driveways prior to street light installation.
b. The Contractor shall verify the location and widths of all sidewalks and driveways prior to street light installation.

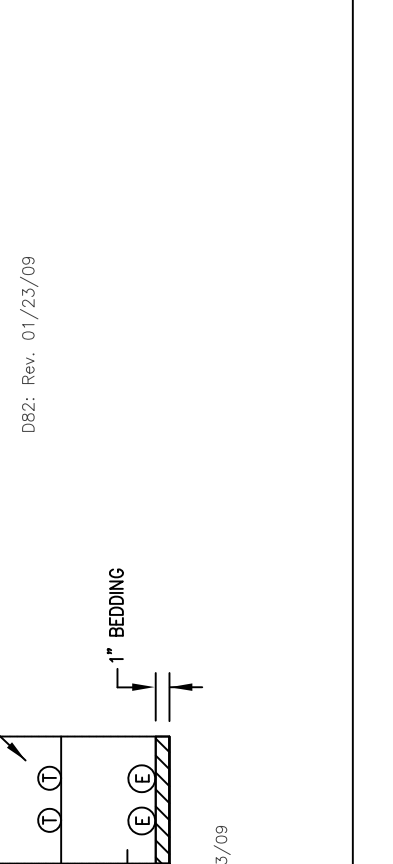
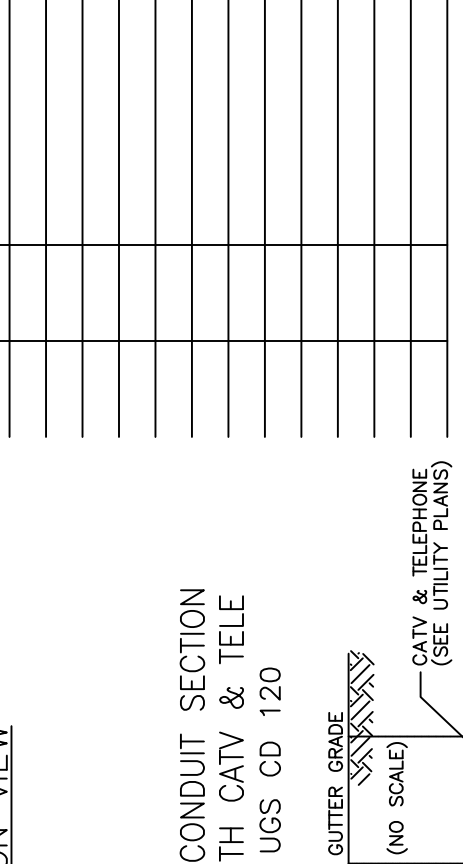
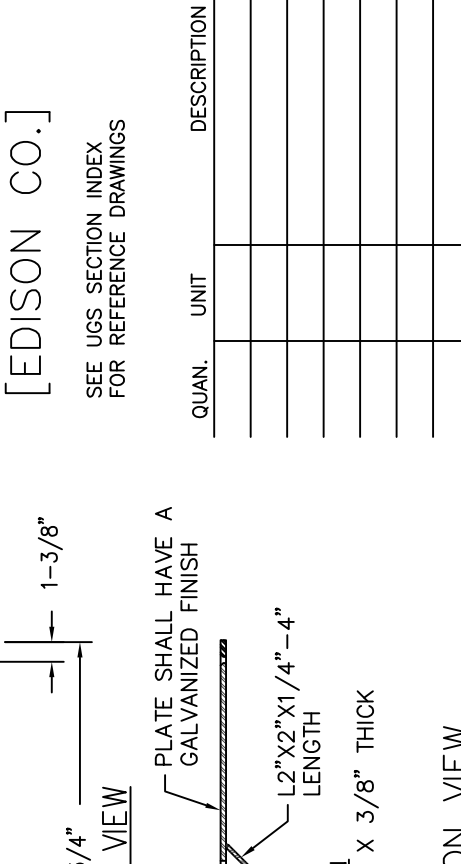
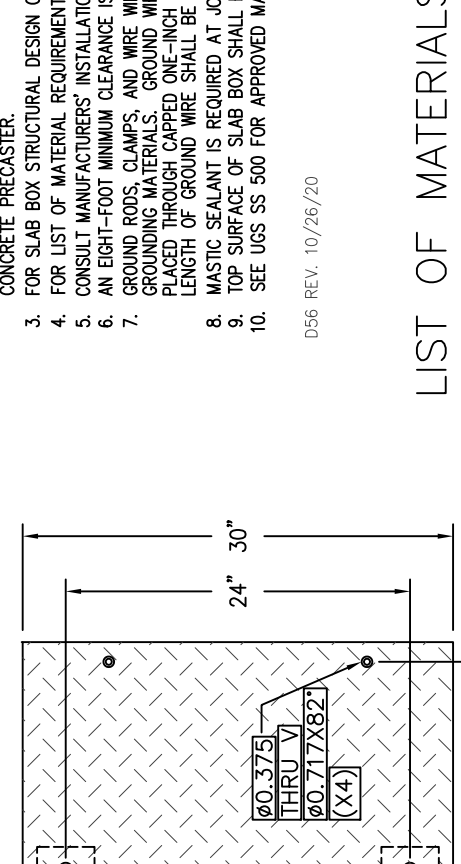
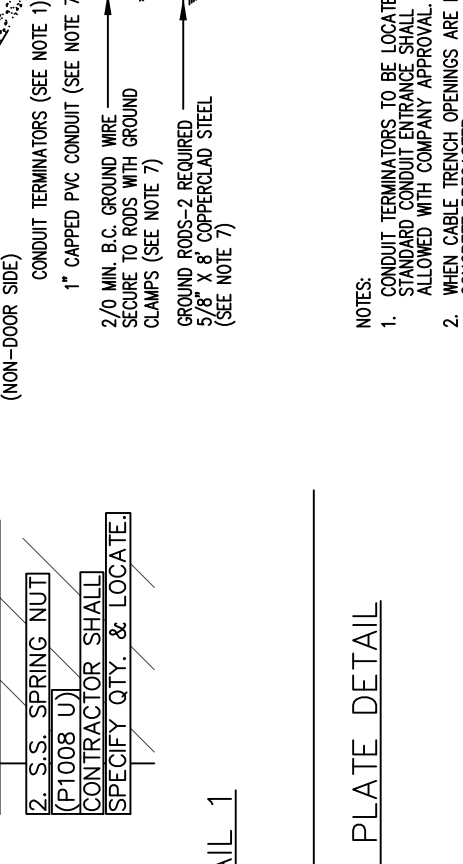
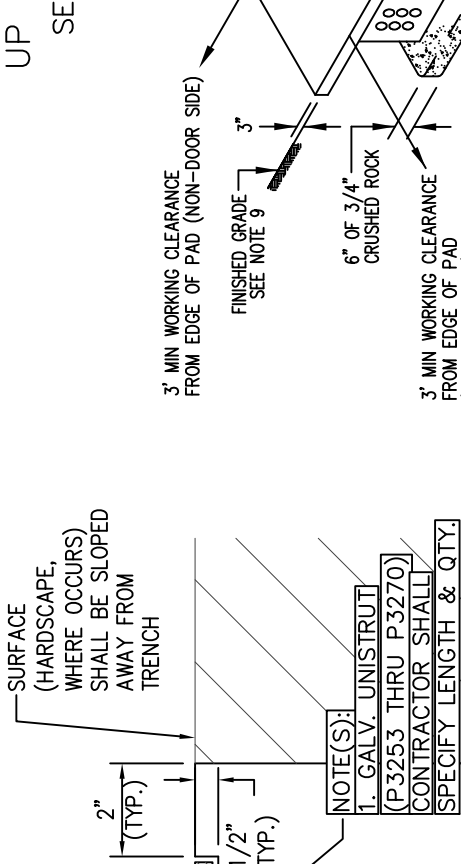
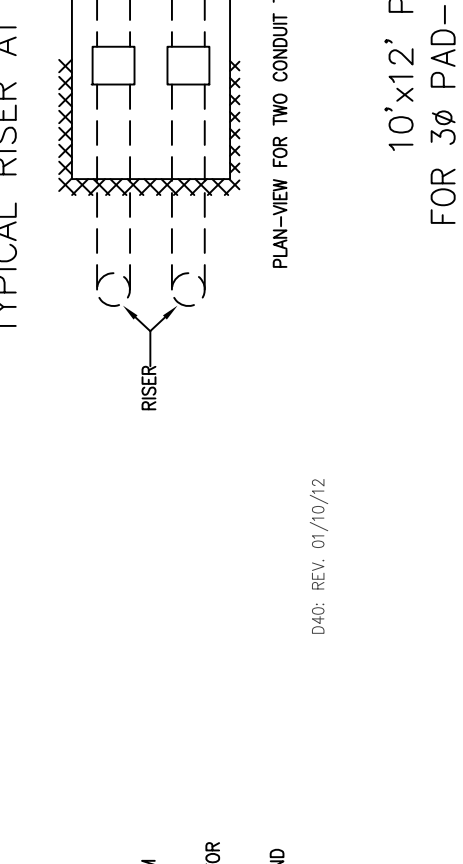
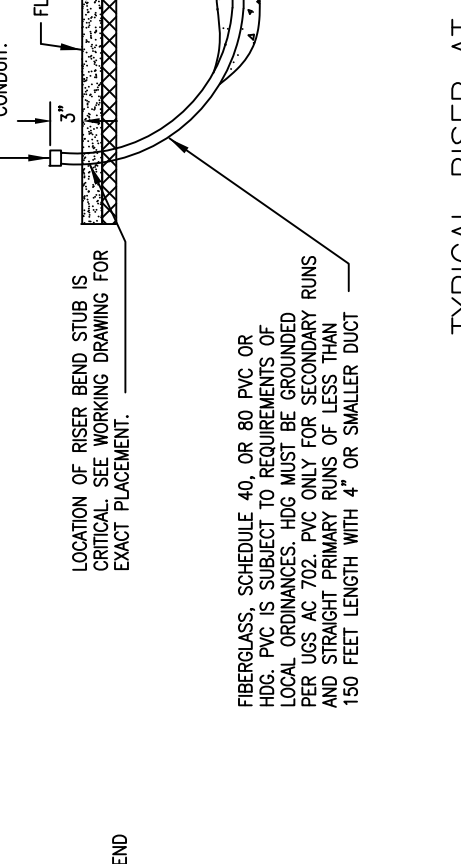
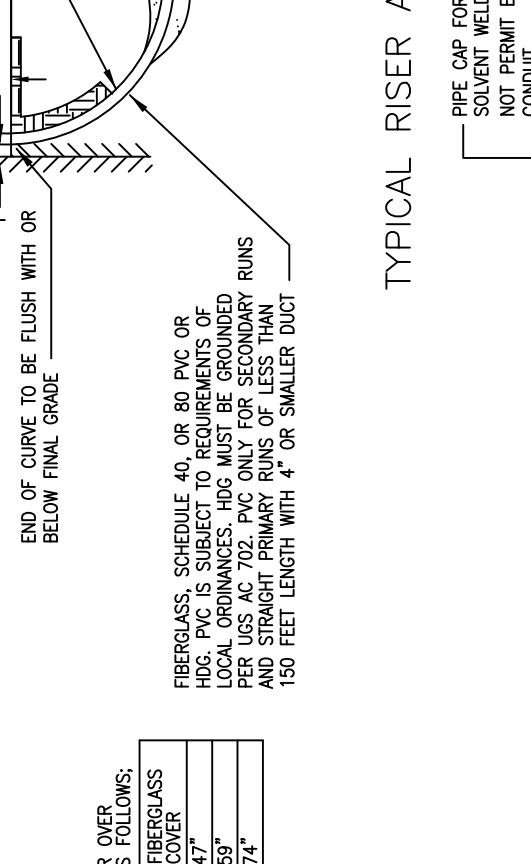
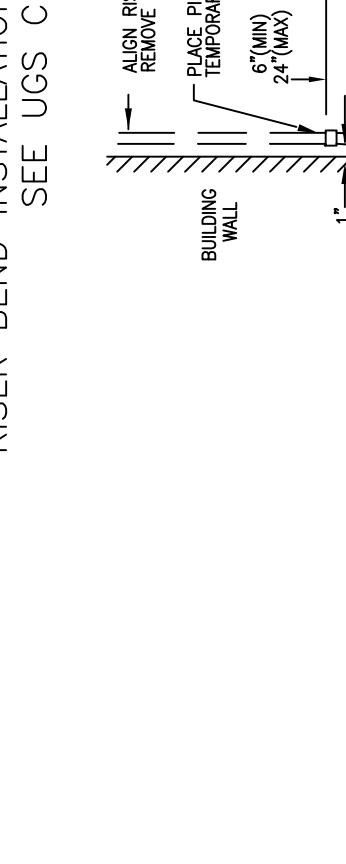
LEGEND OF CONDUIT SYMBOLS (CONVENTIONAL U. G.)



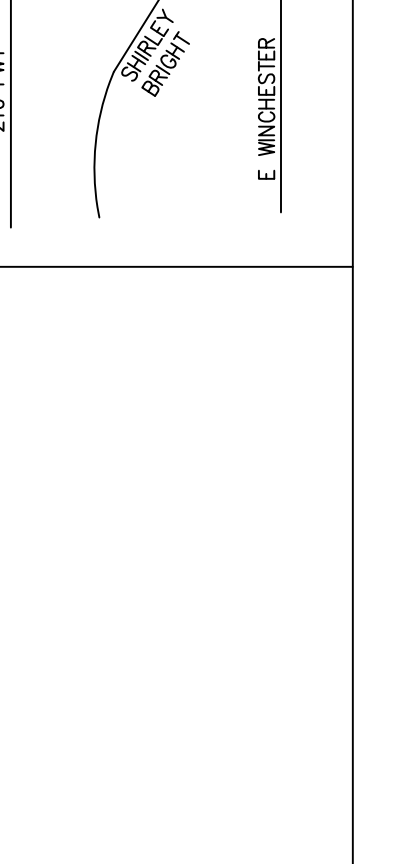
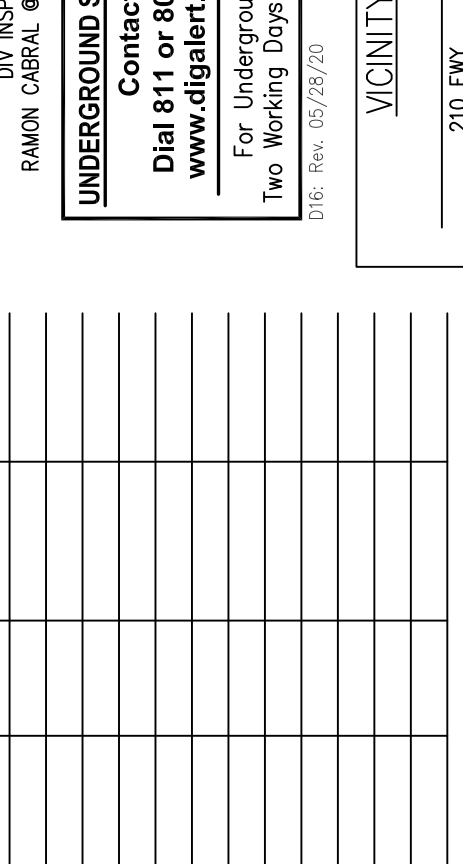
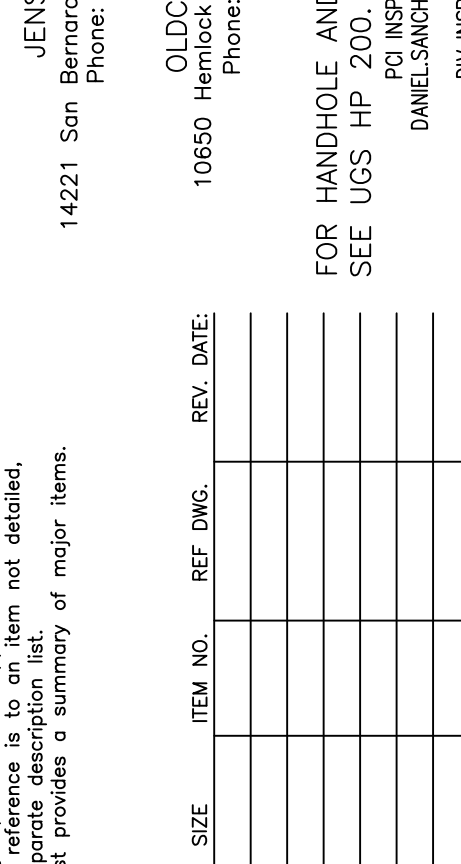
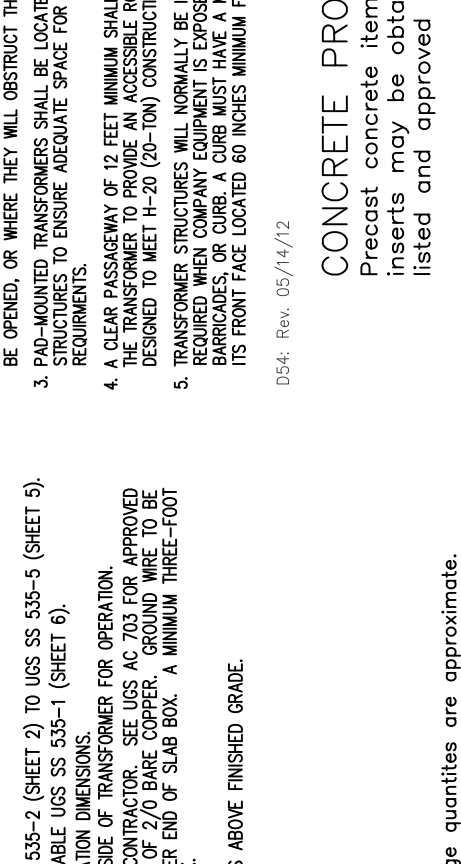
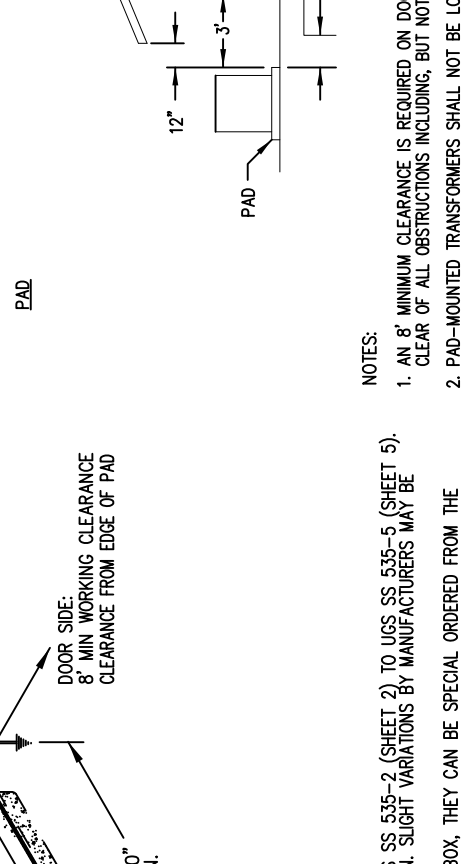
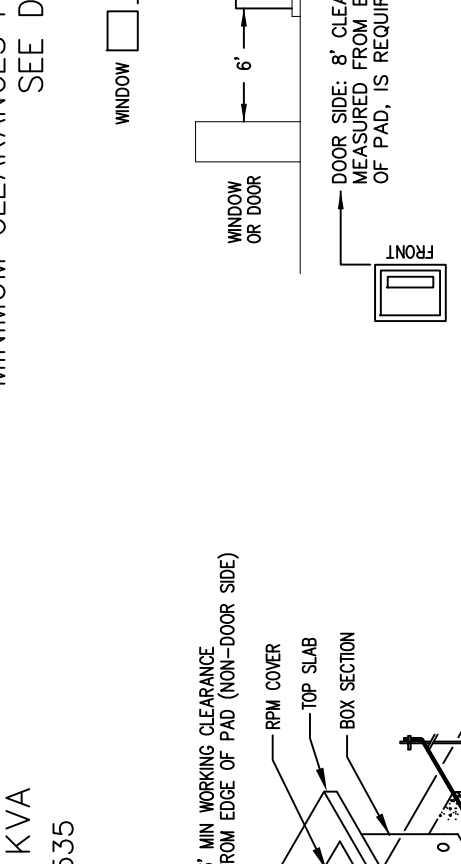
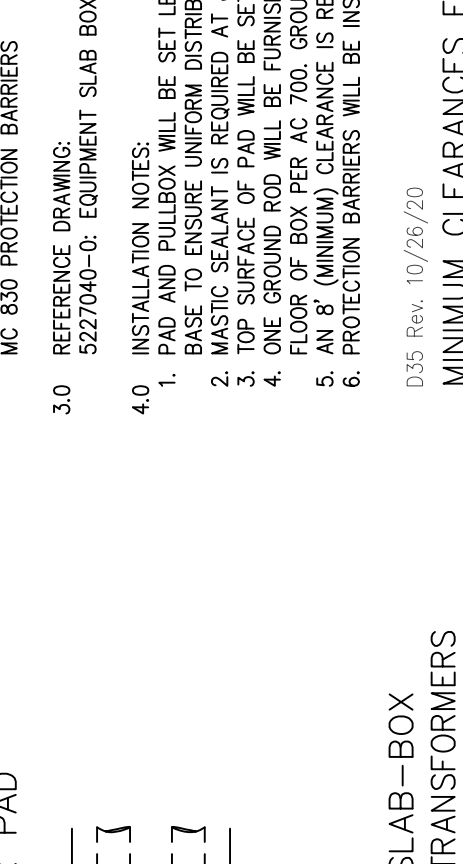
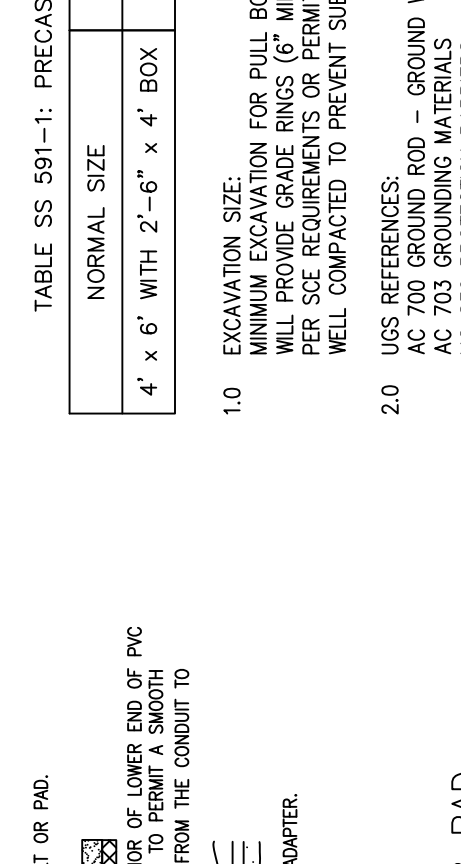
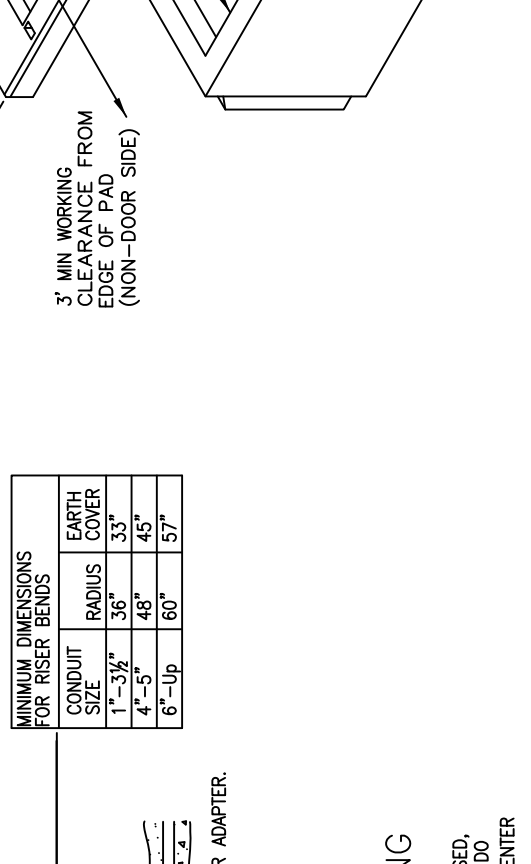
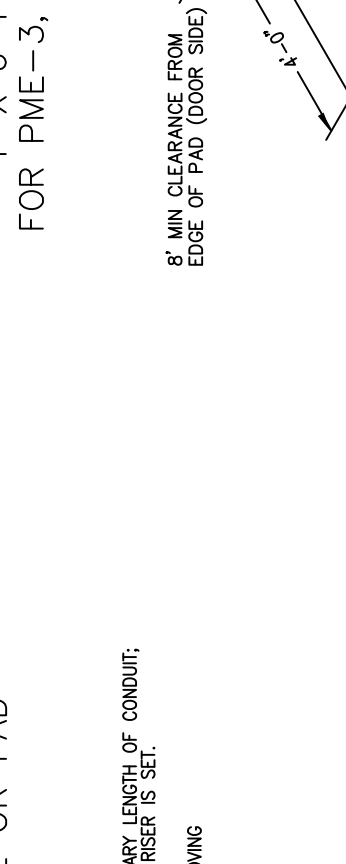
POLE RISER BEND STANDARD LOCATION SEE UCS CD 160



RISER BEND INSTALLATION AT WALL OR PAD SEE UCS CD 170



4" X 6" PAD WITH 2'-6" X 4" BOX FOR PME-3, PME-4, & PME-5 SWITCHES SEE UCS SS 591



PROJECT REQUIREMENTS (Y/N)

Table with project requirements for Edison easement, civil work, permit, outage, traffic control, etc.

Table with project requirements for Edison easement, civil work, permit, outage, traffic control, etc.

Table with project requirements for Edison easement, civil work, permit, outage, traffic control, etc.

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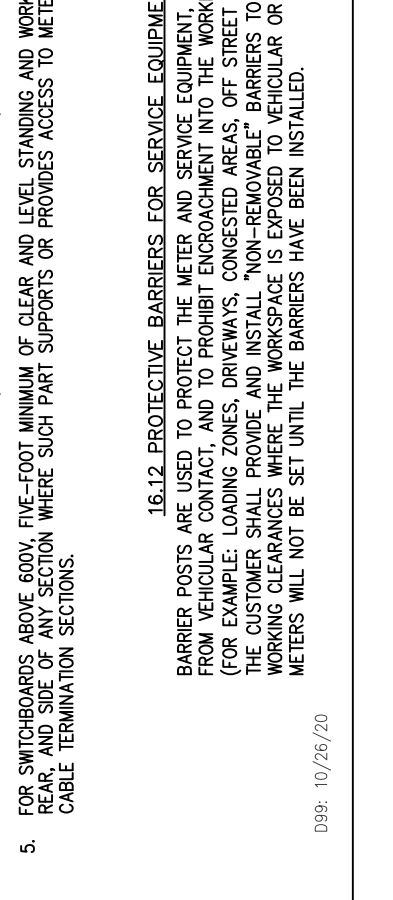
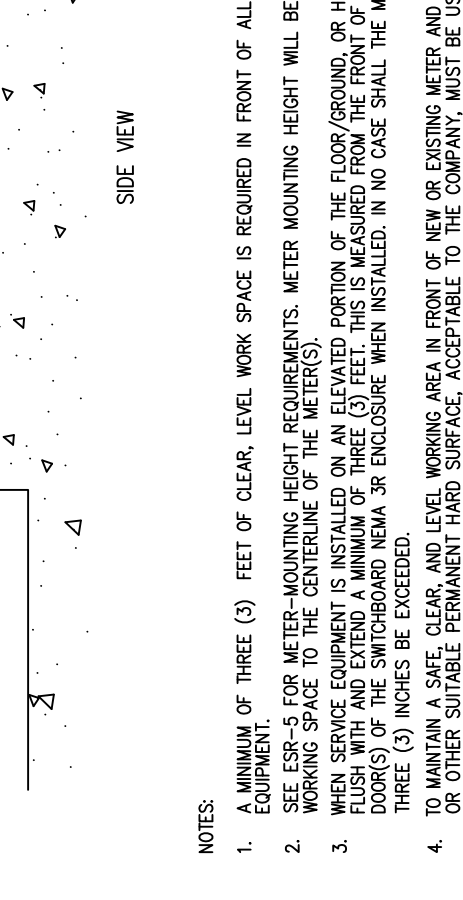
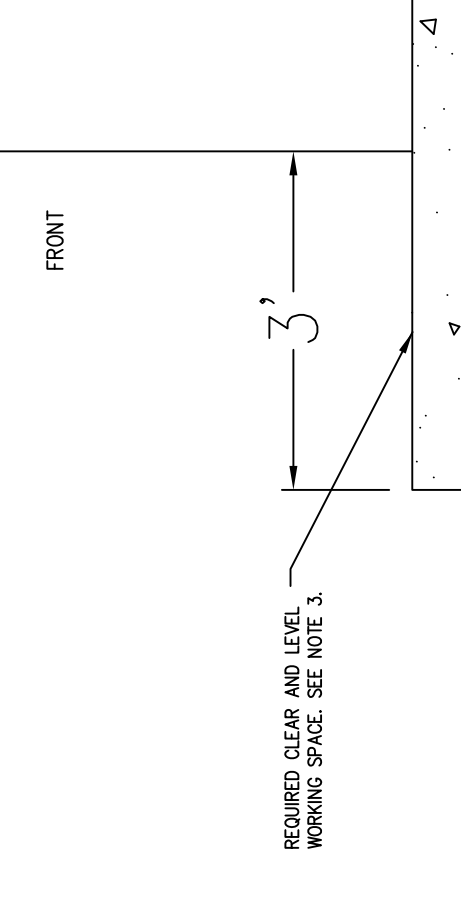
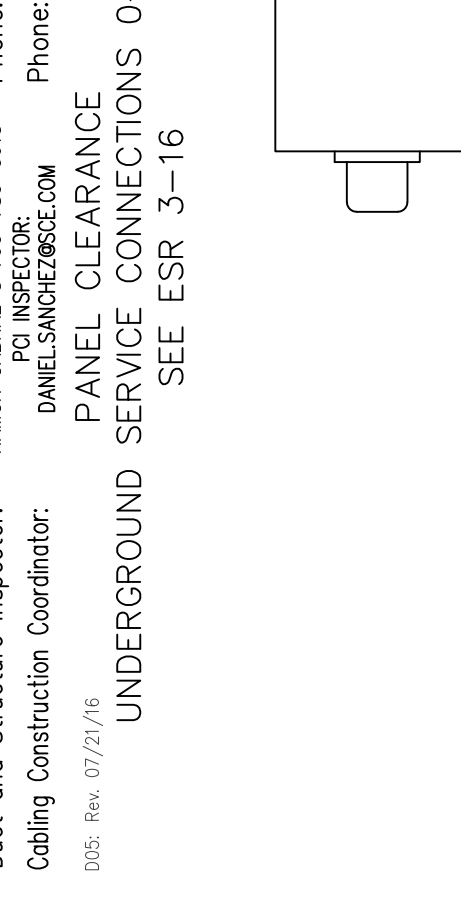
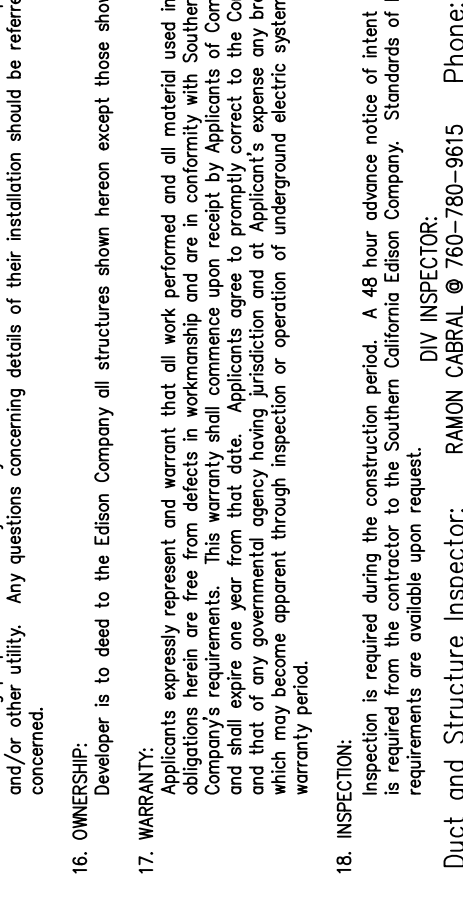
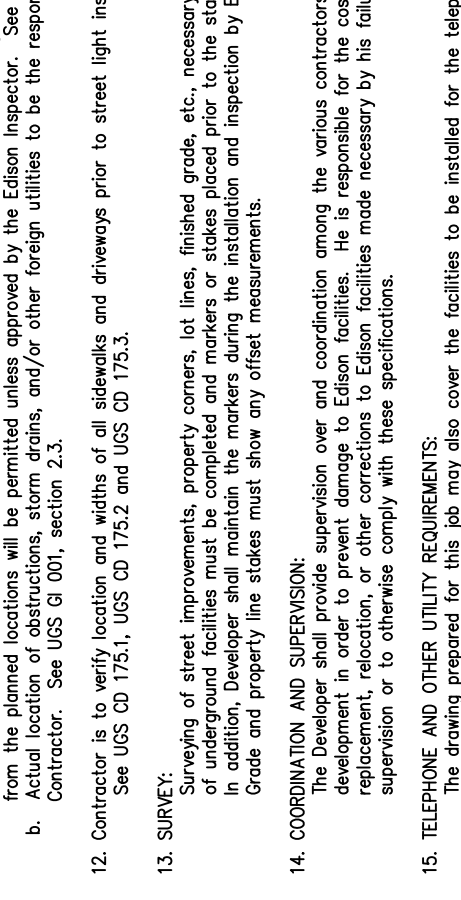
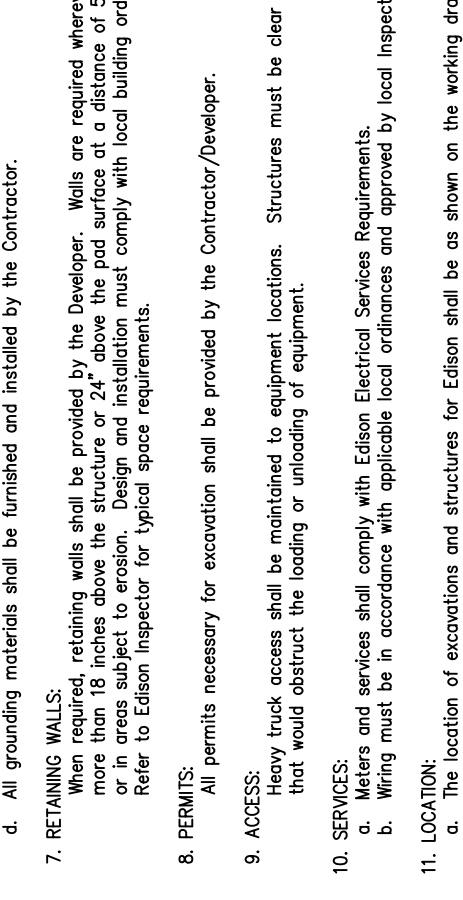
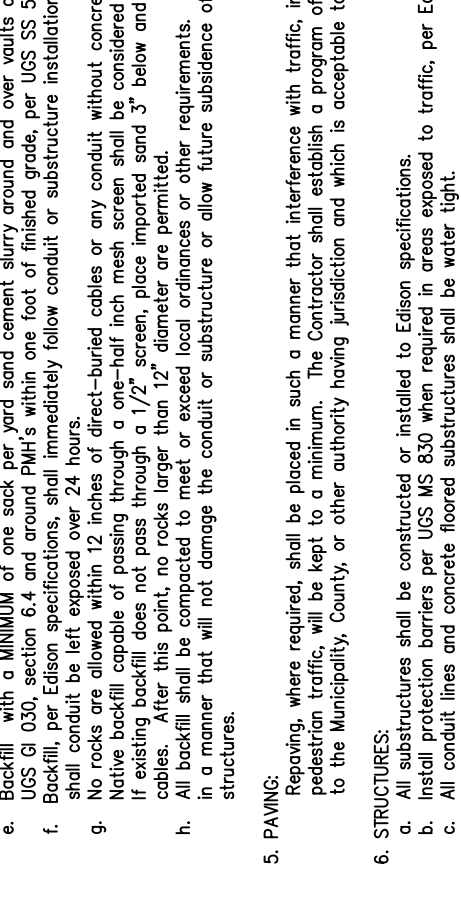
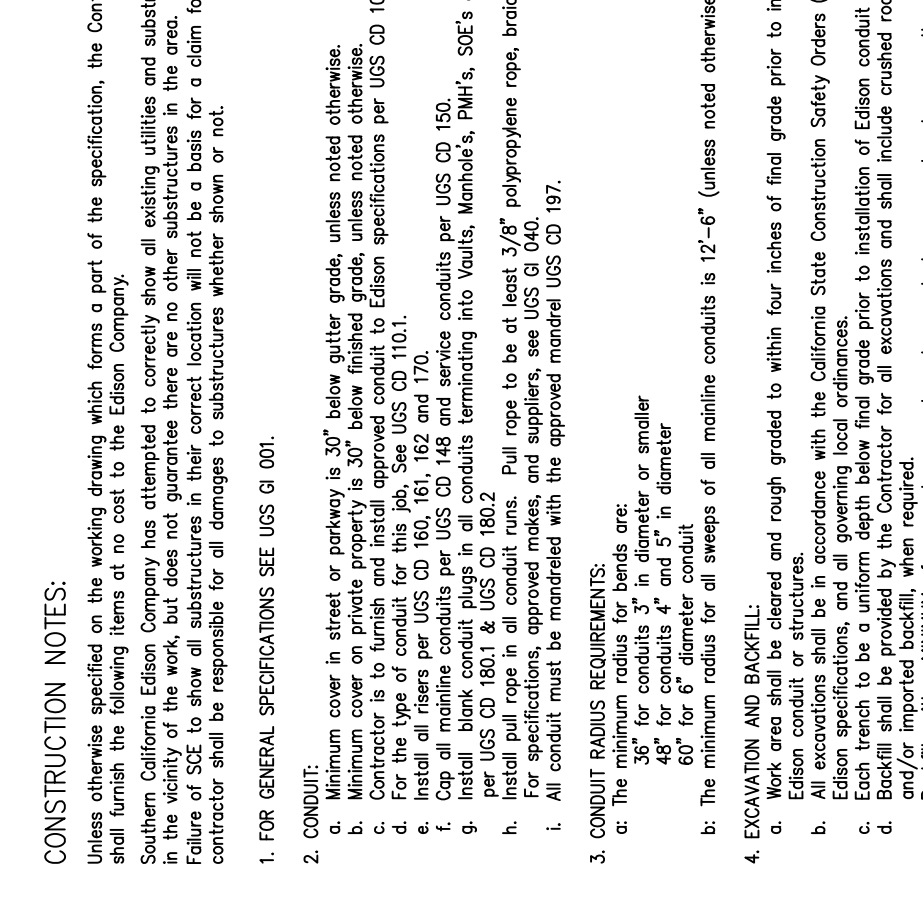
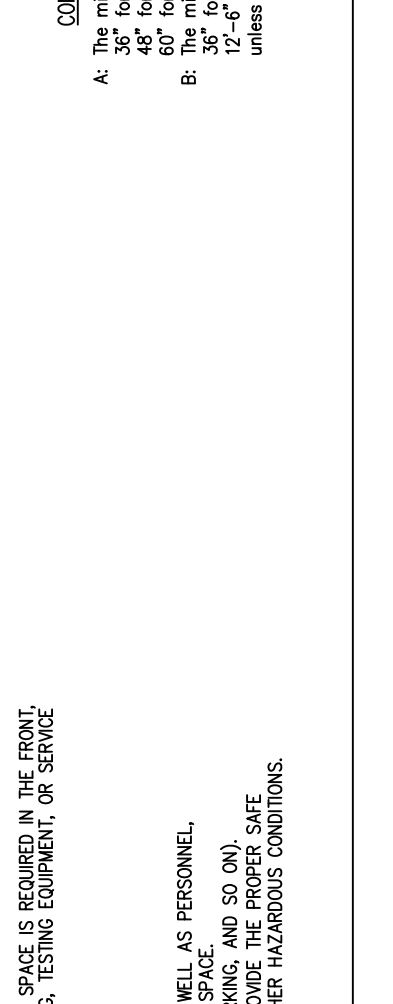
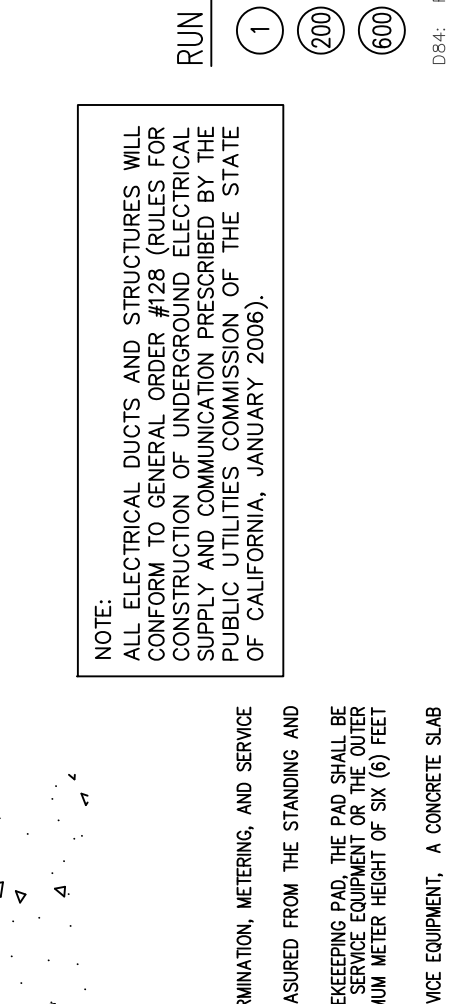
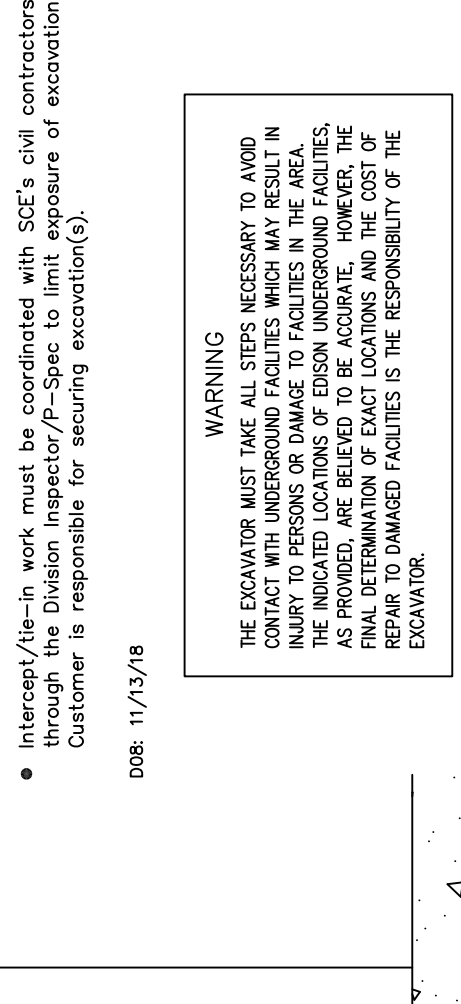
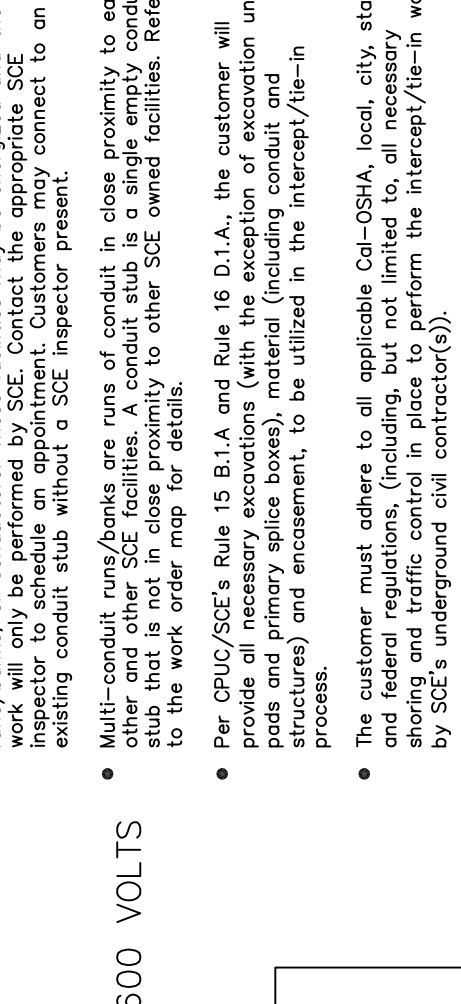
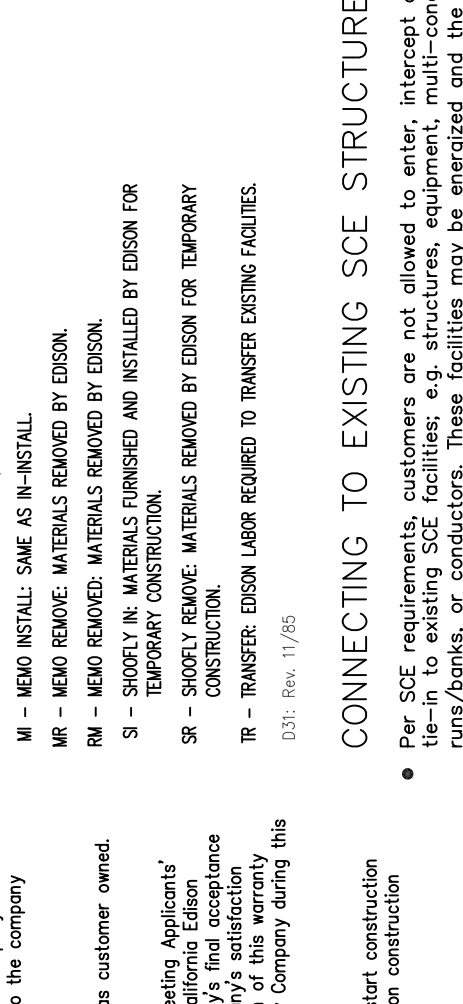
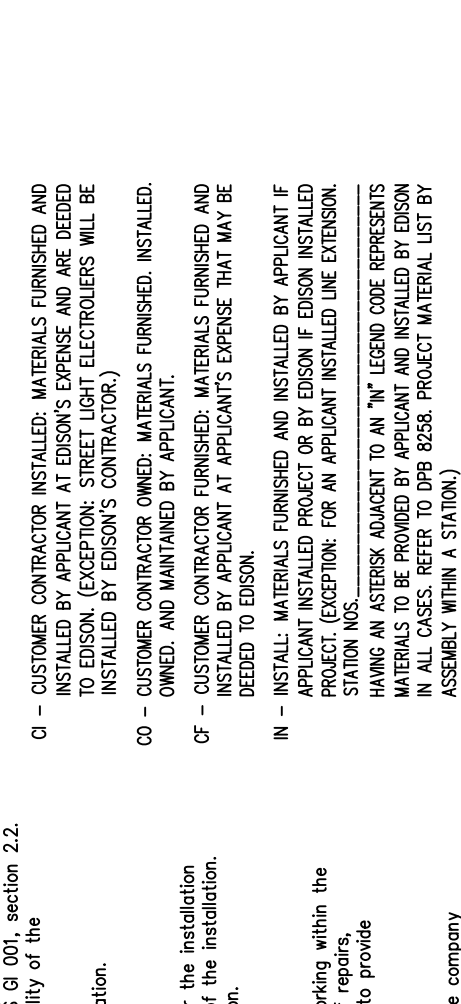
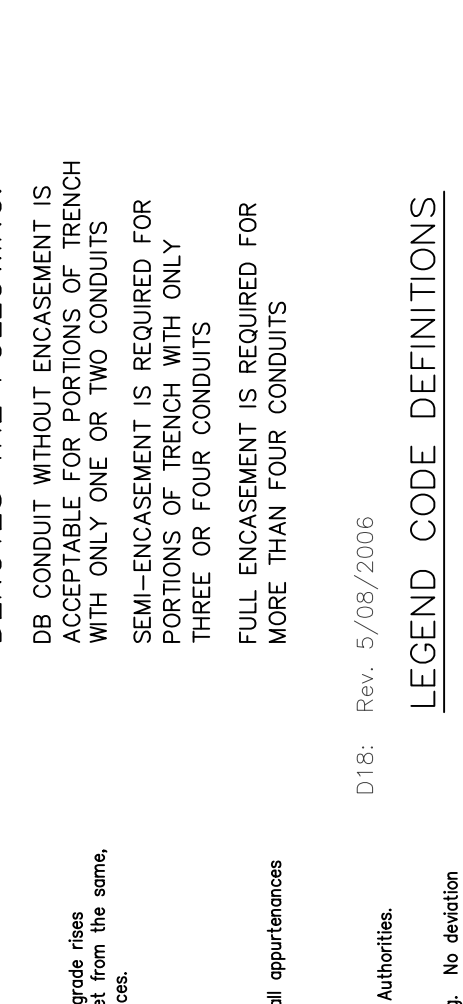
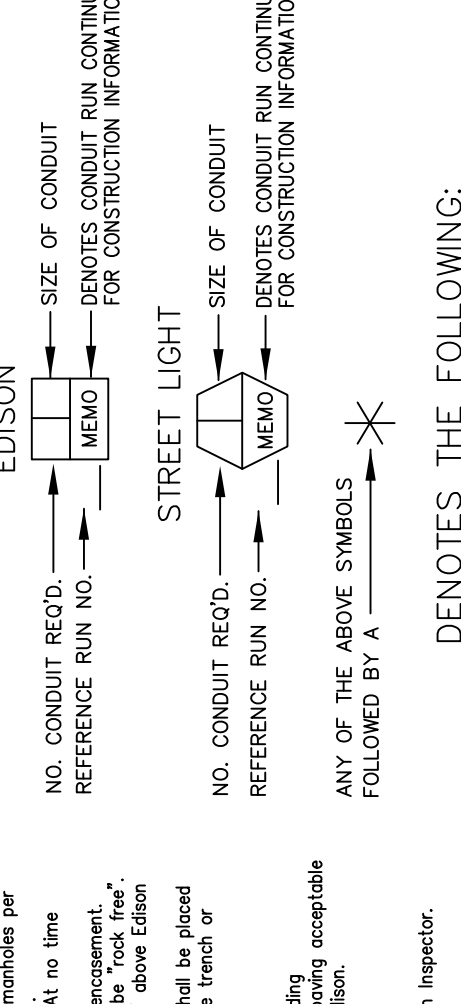
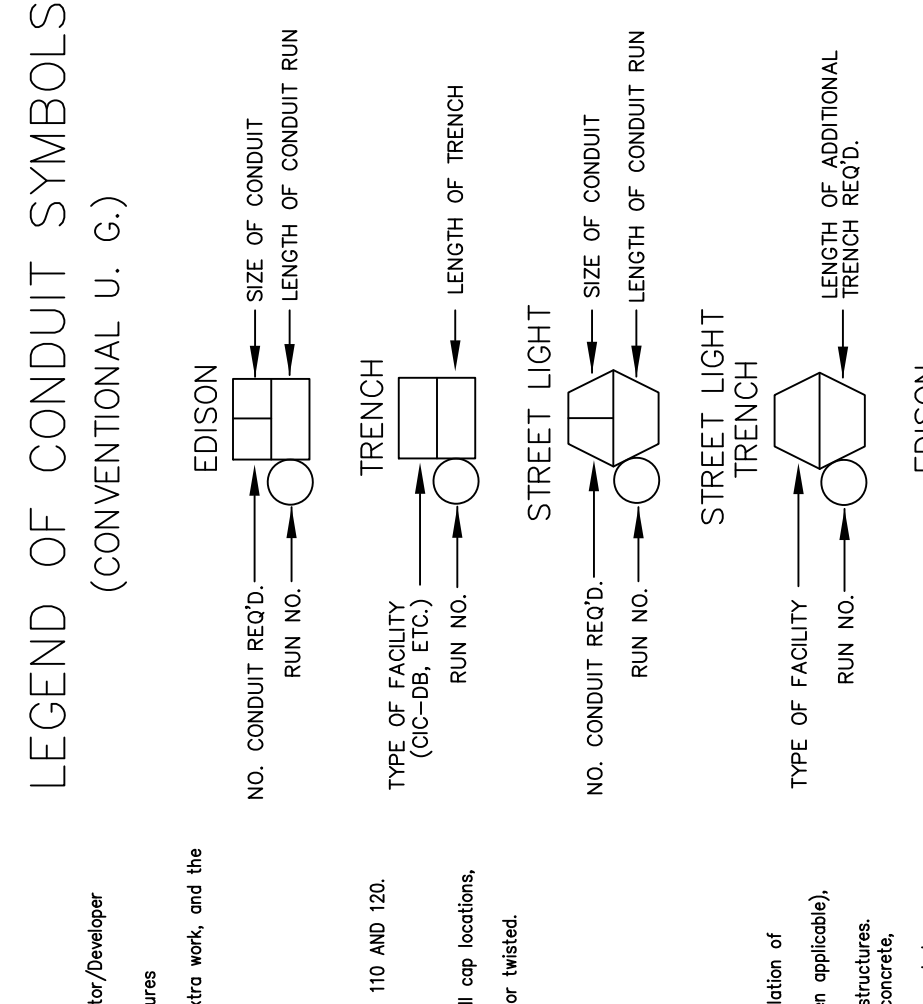
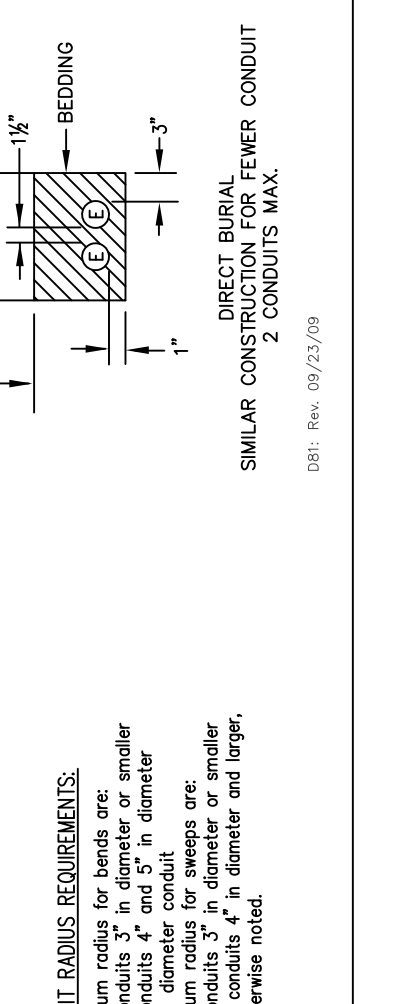
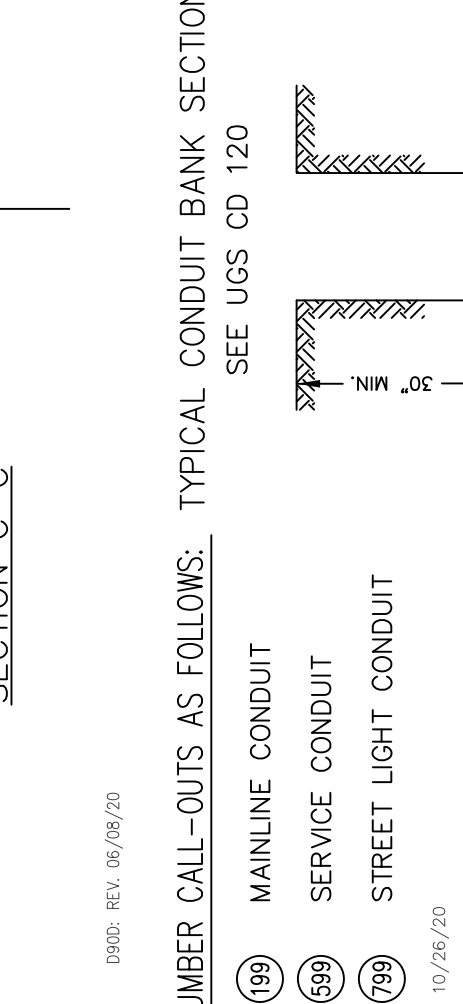
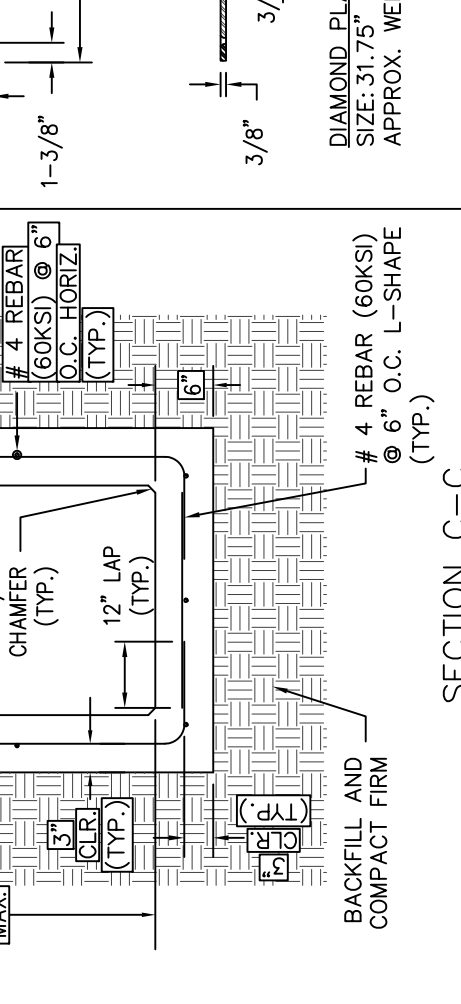
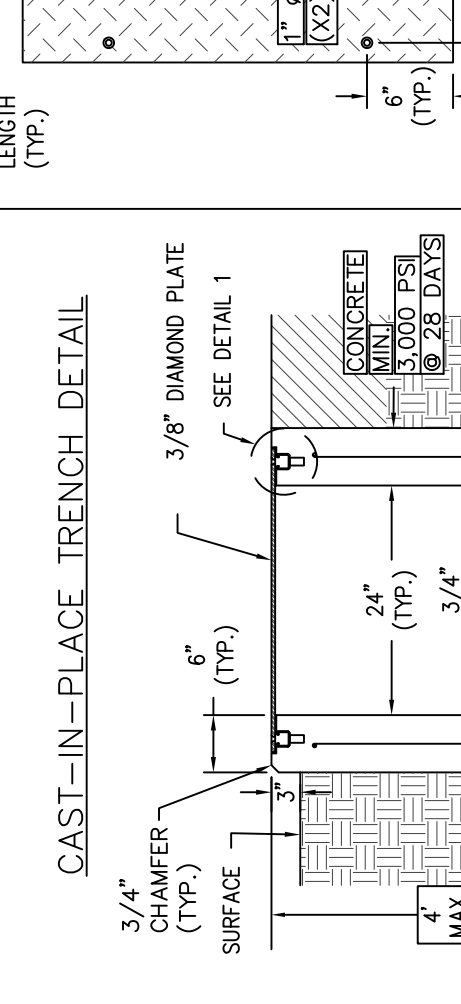
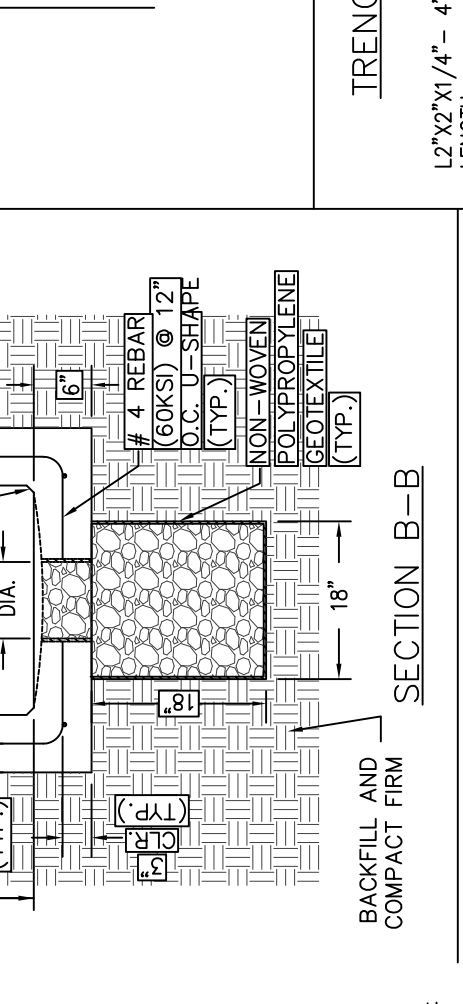
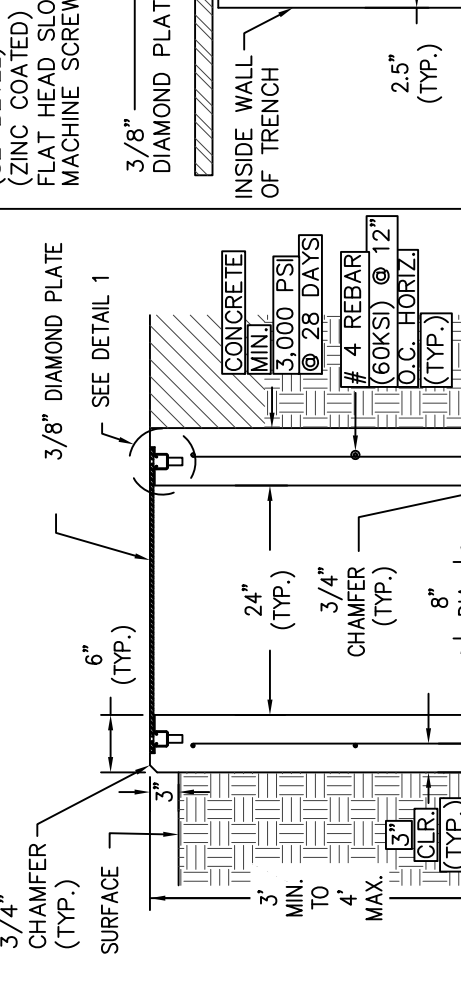
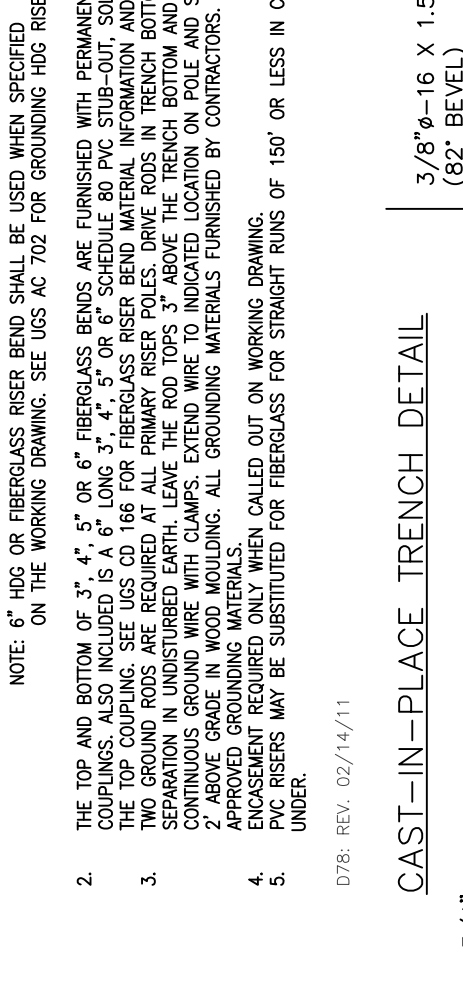
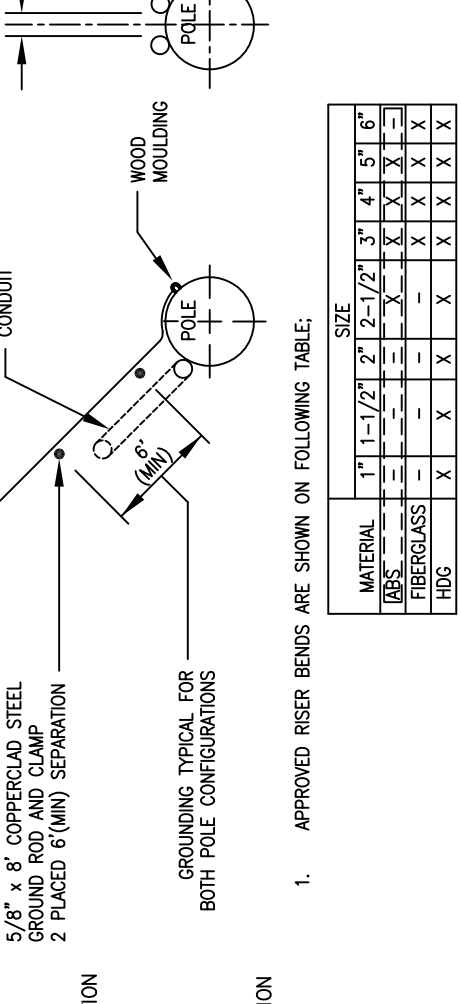
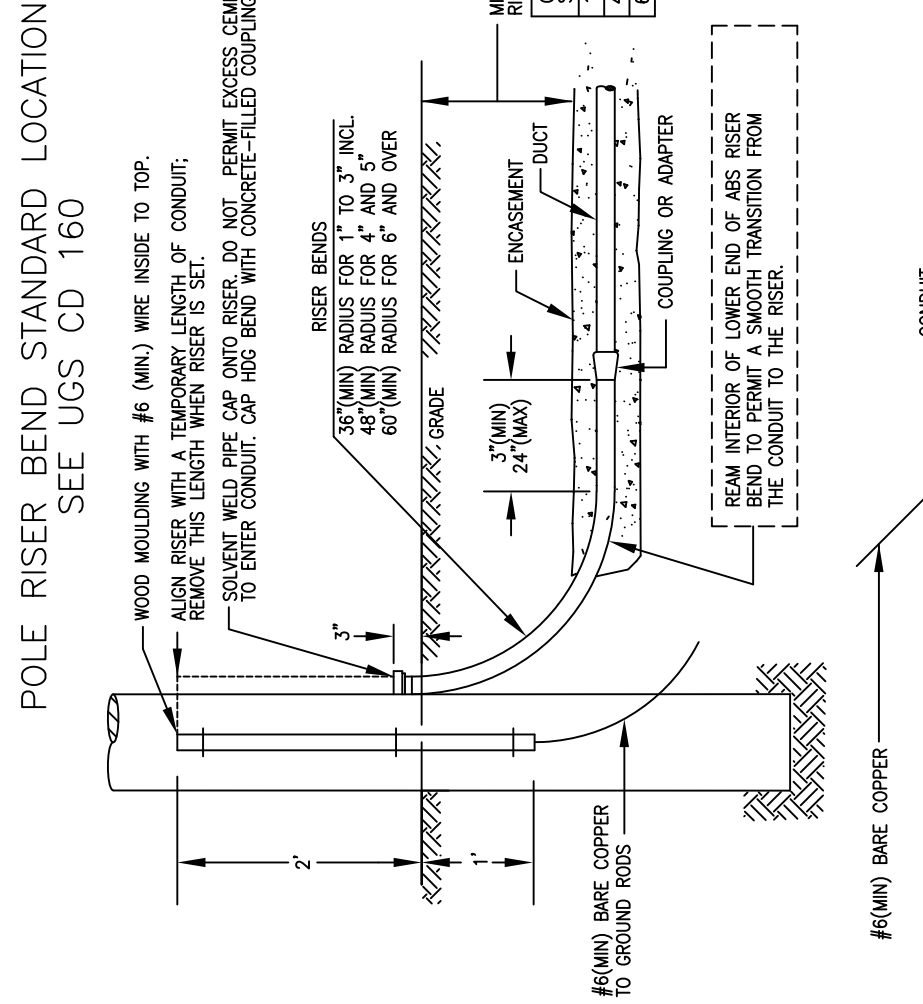
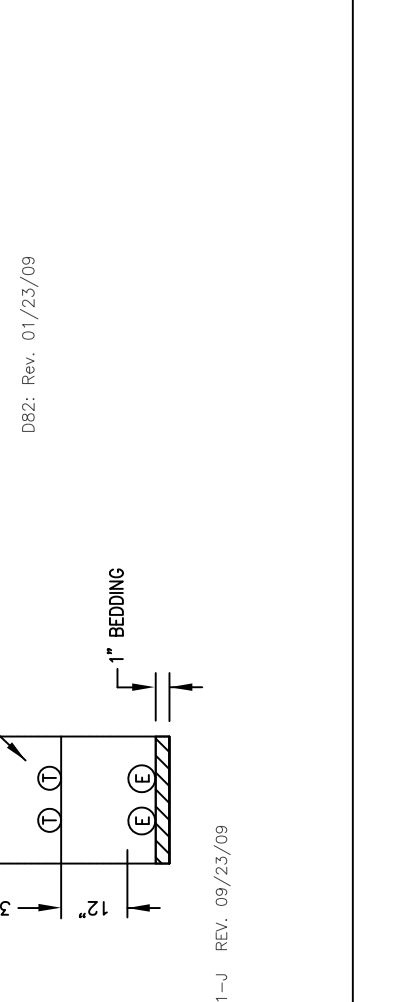
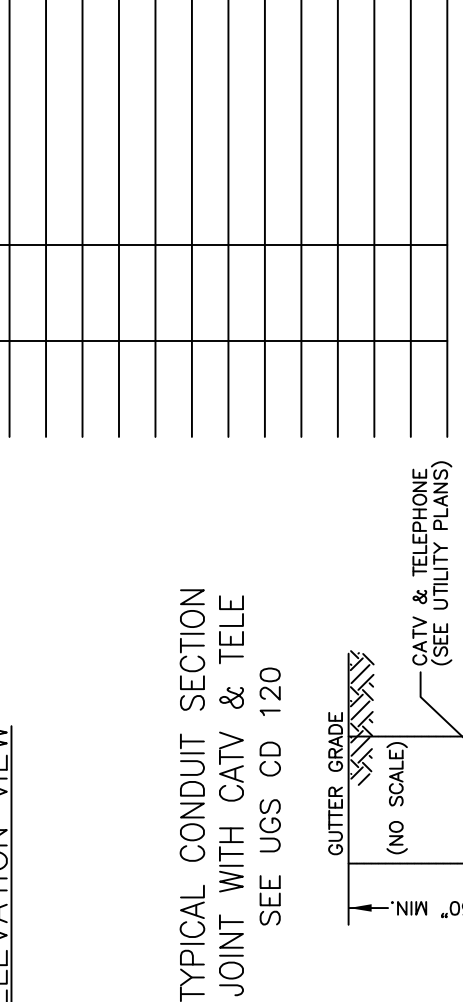
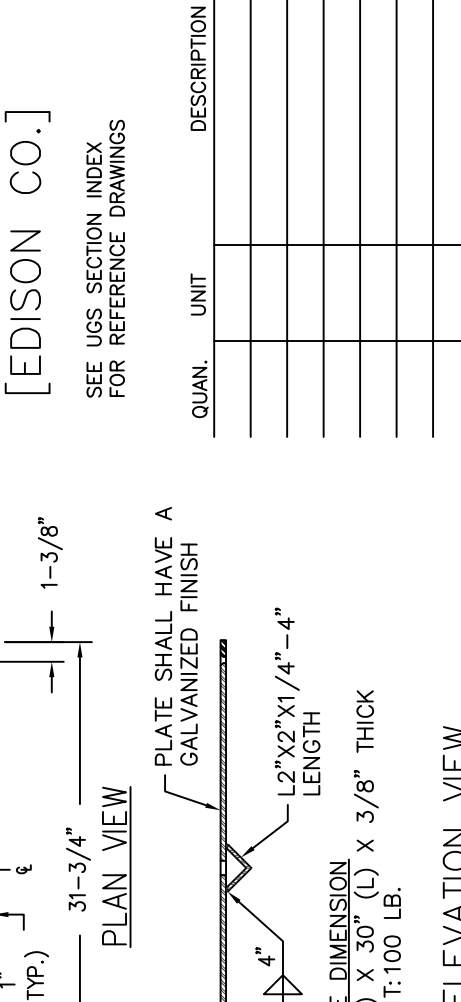
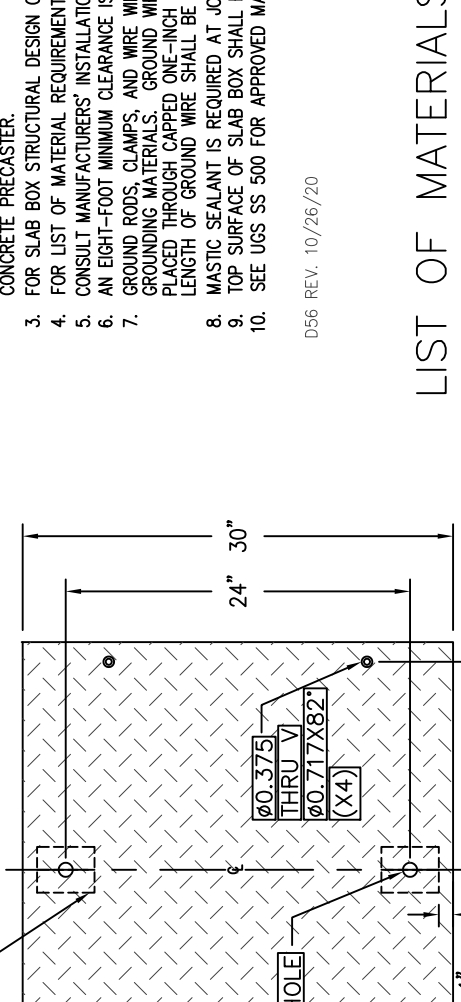
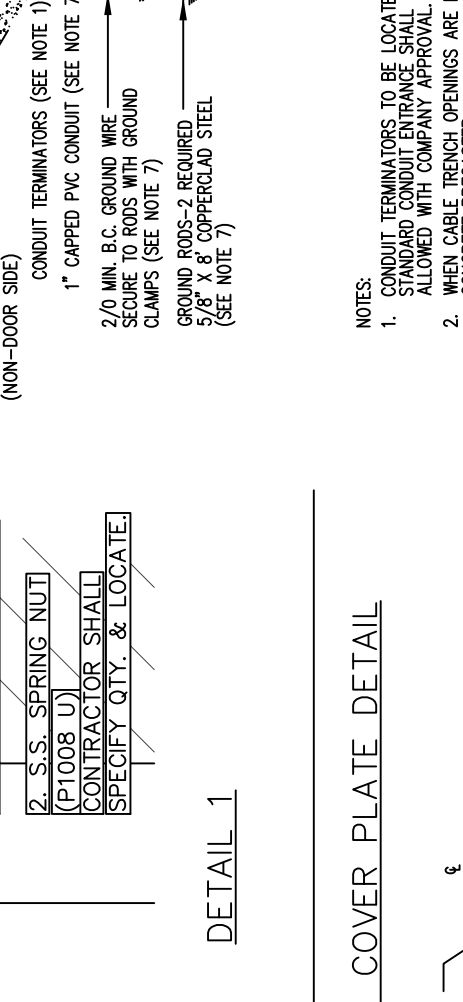
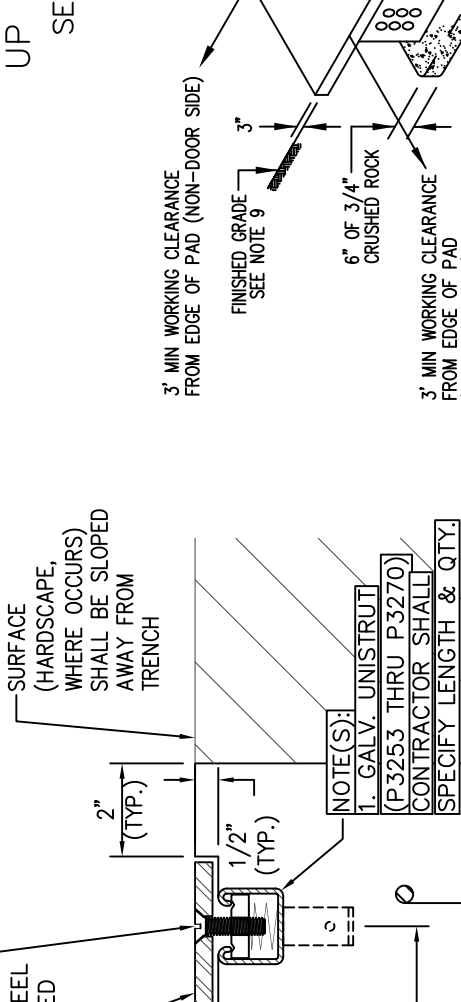
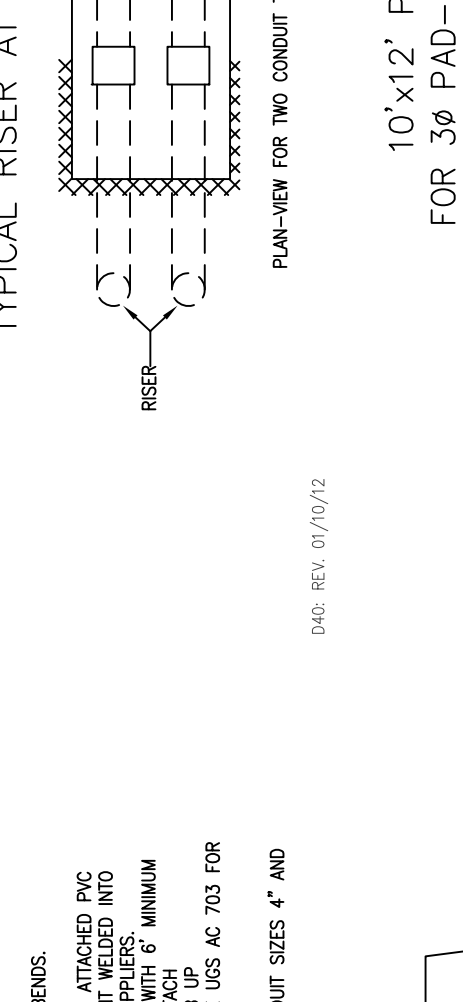
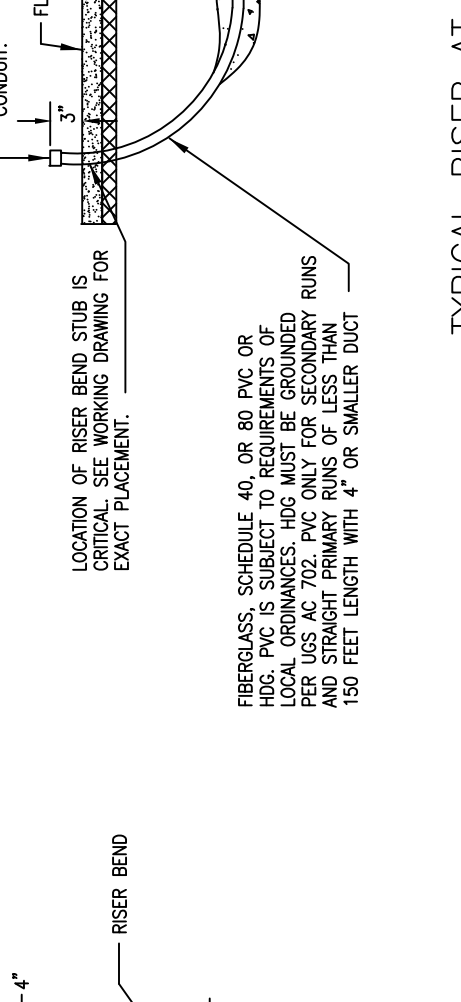
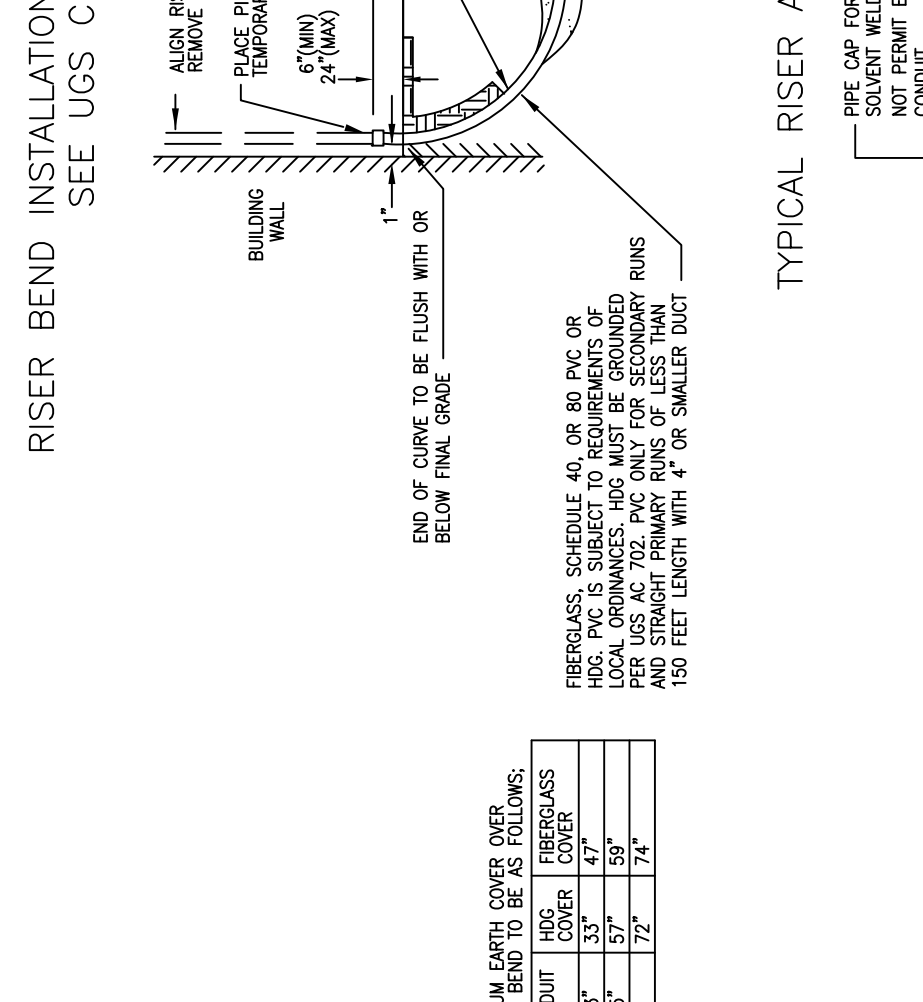
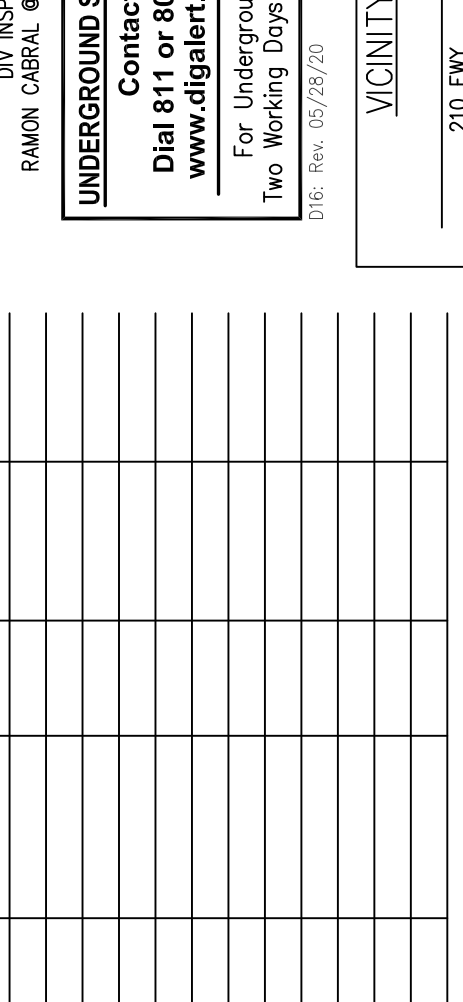
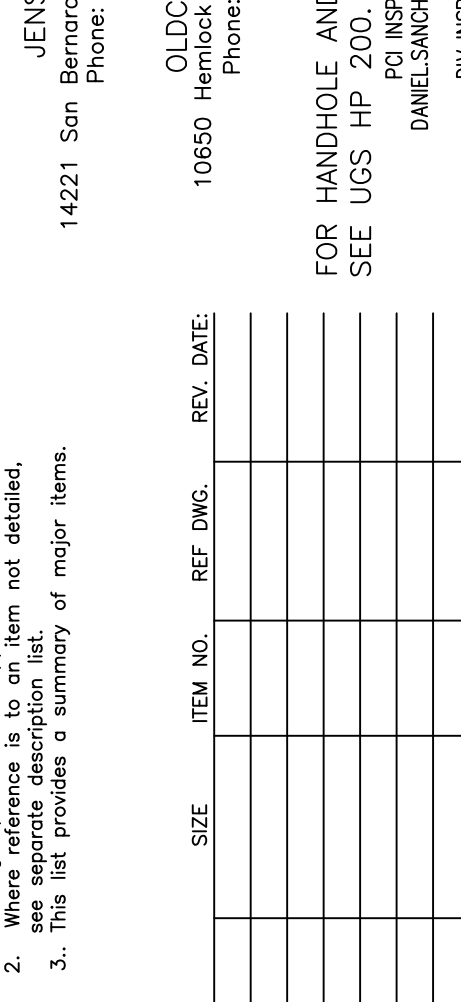
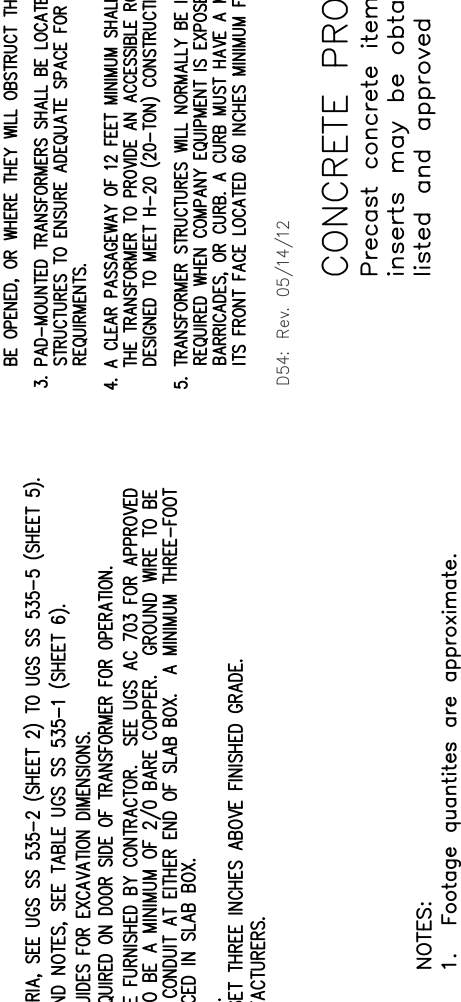
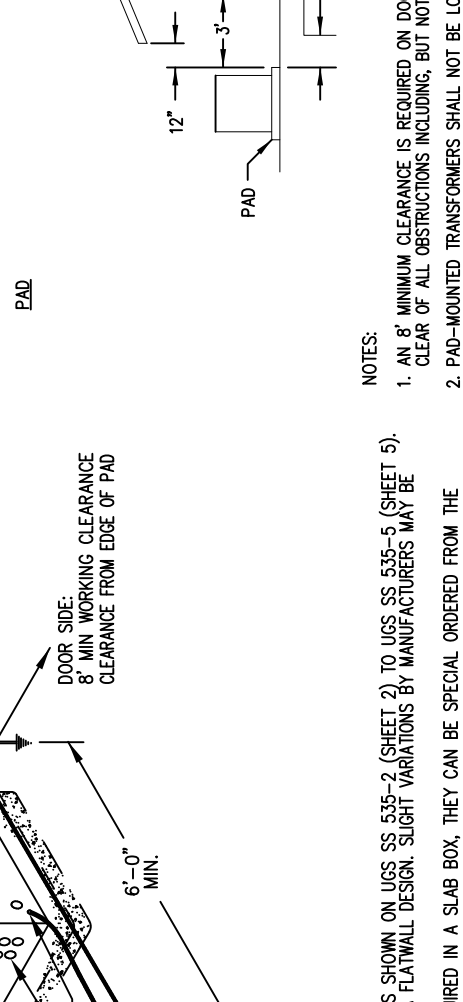
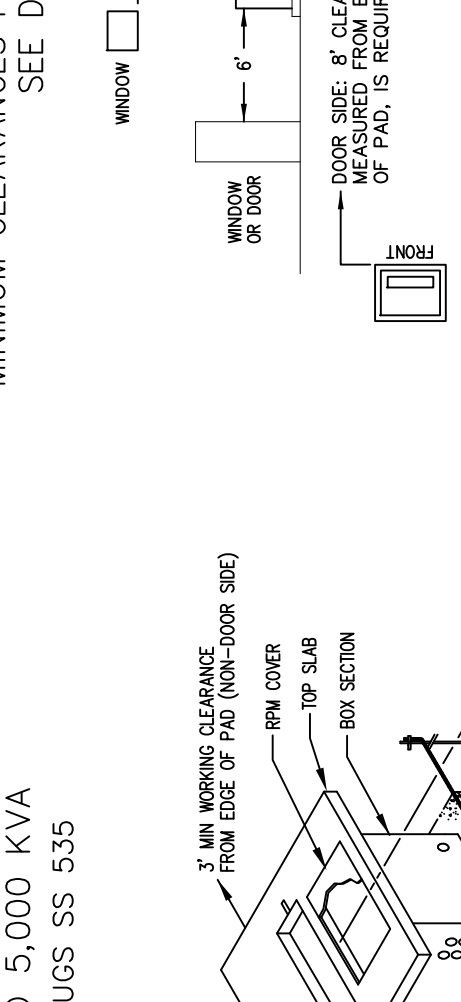
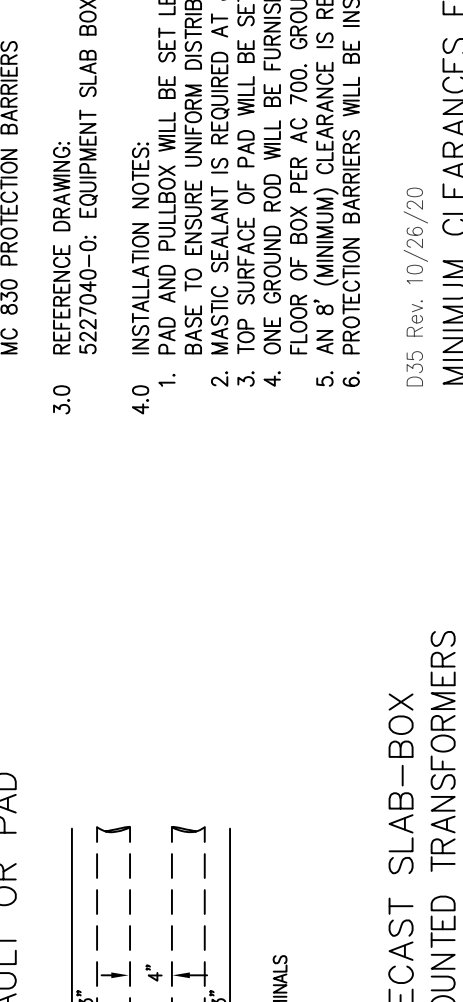
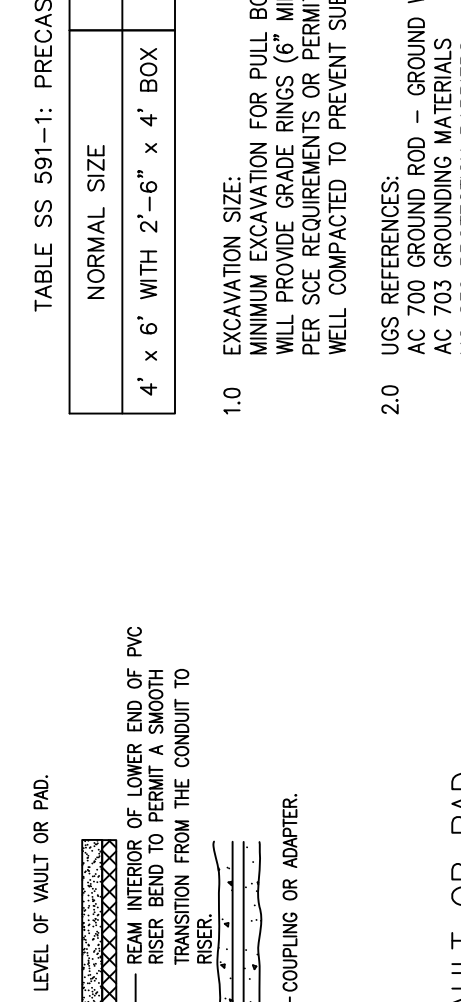
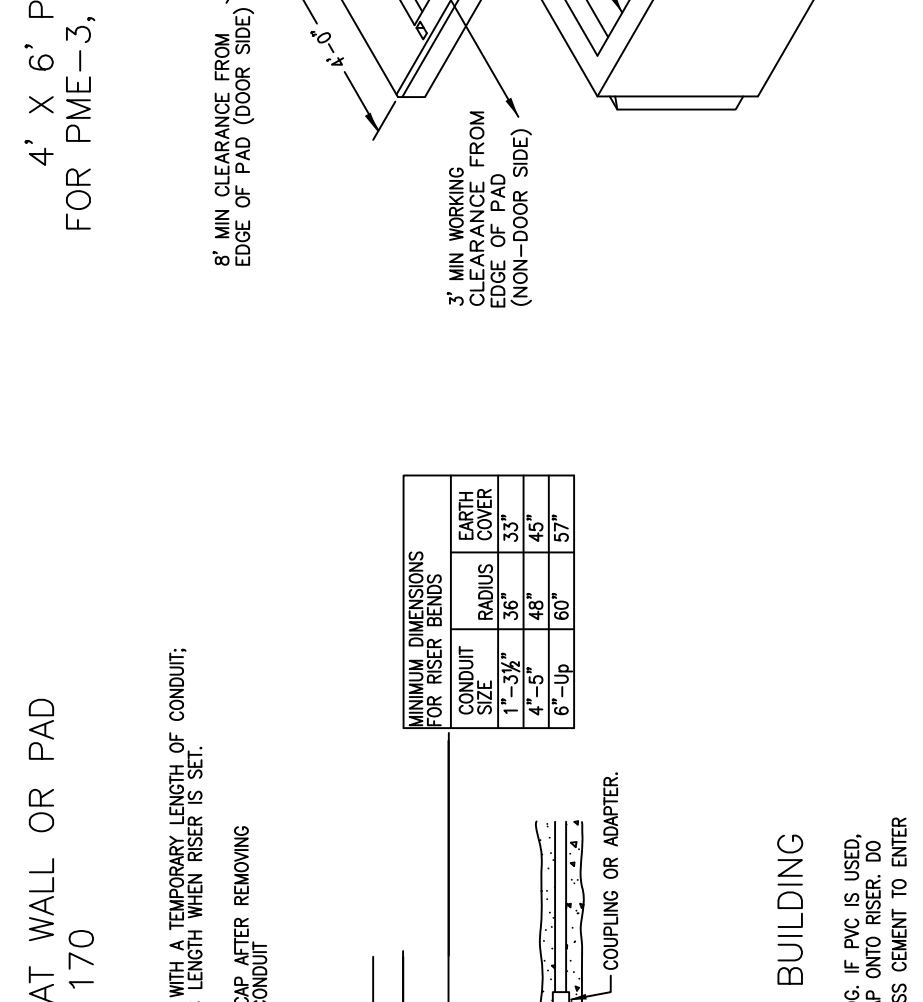
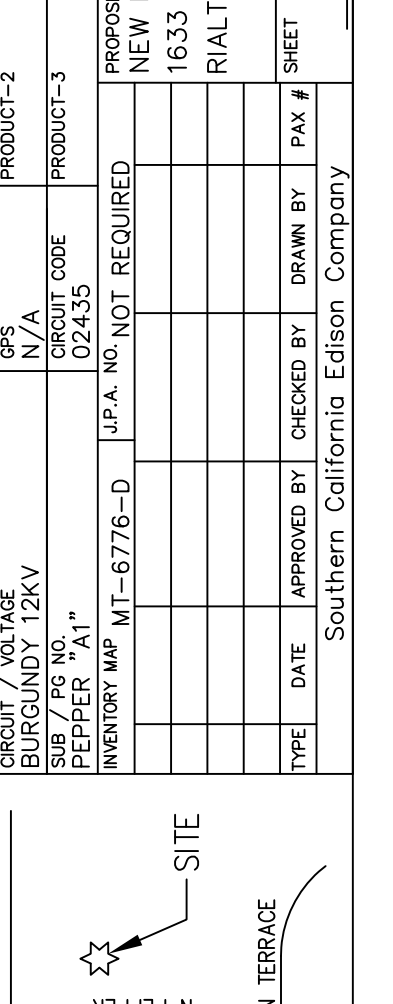
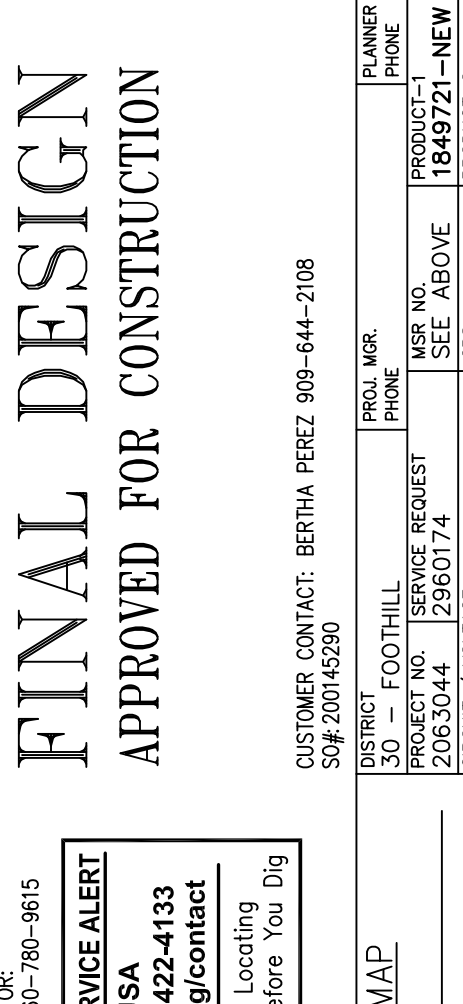
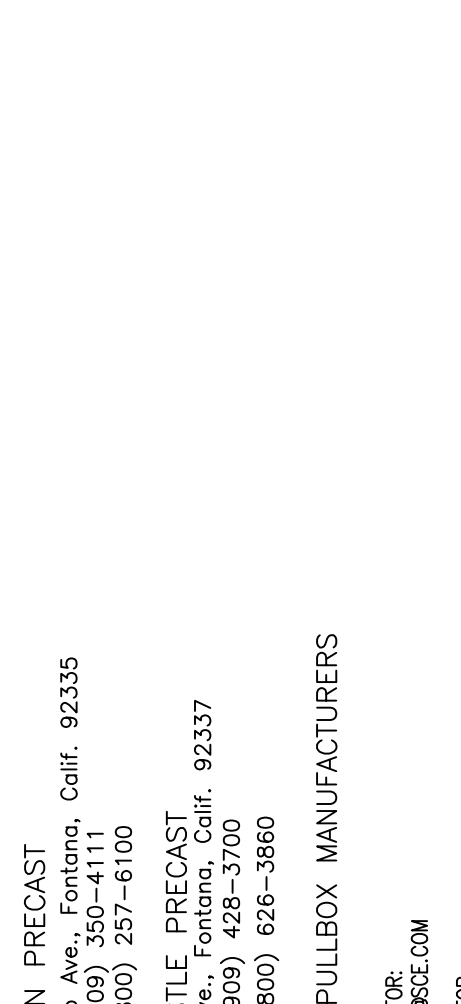
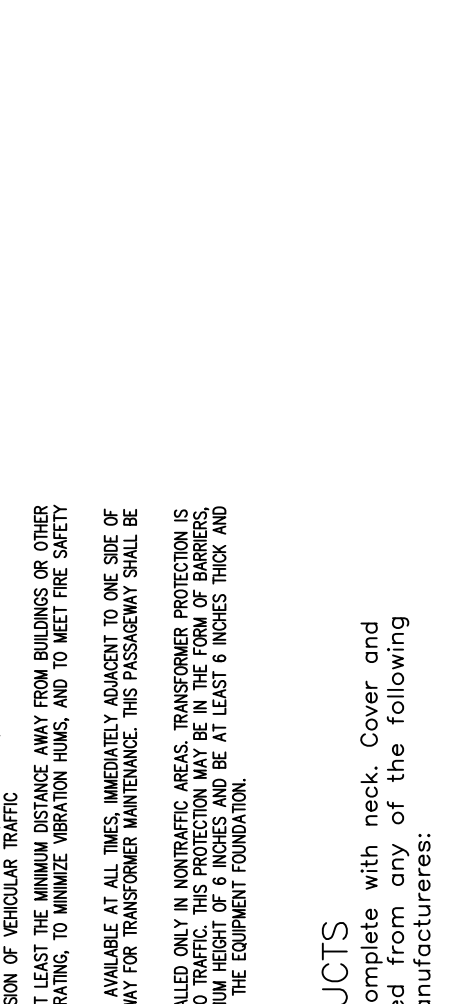
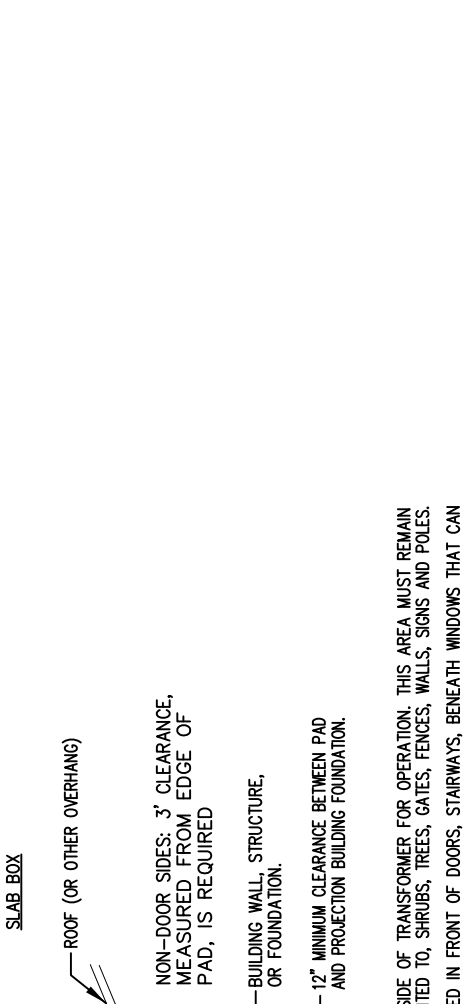
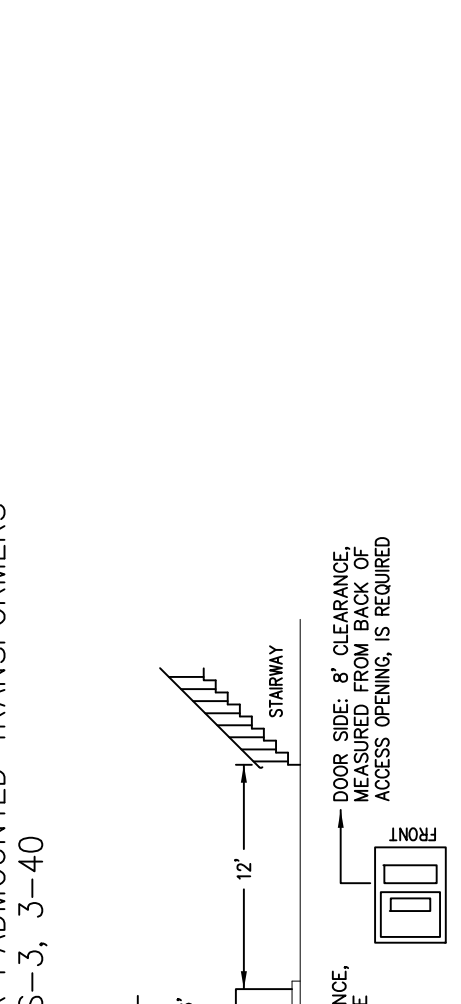
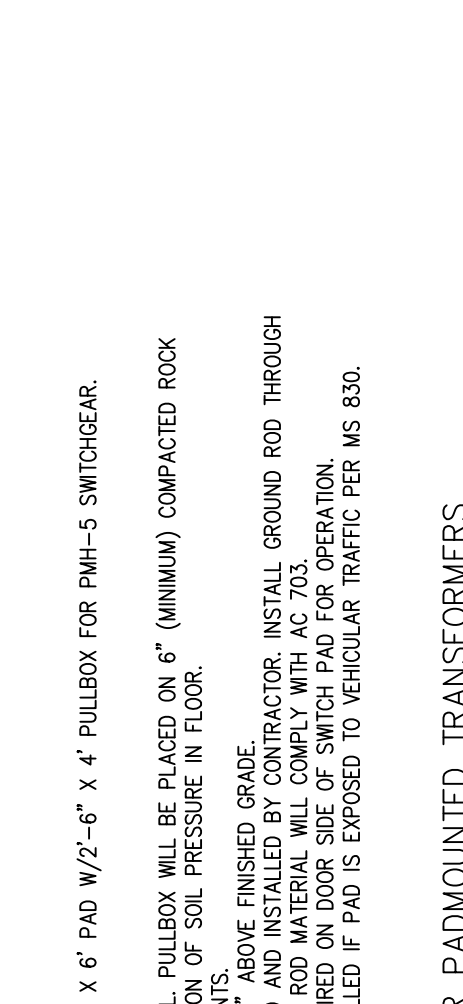
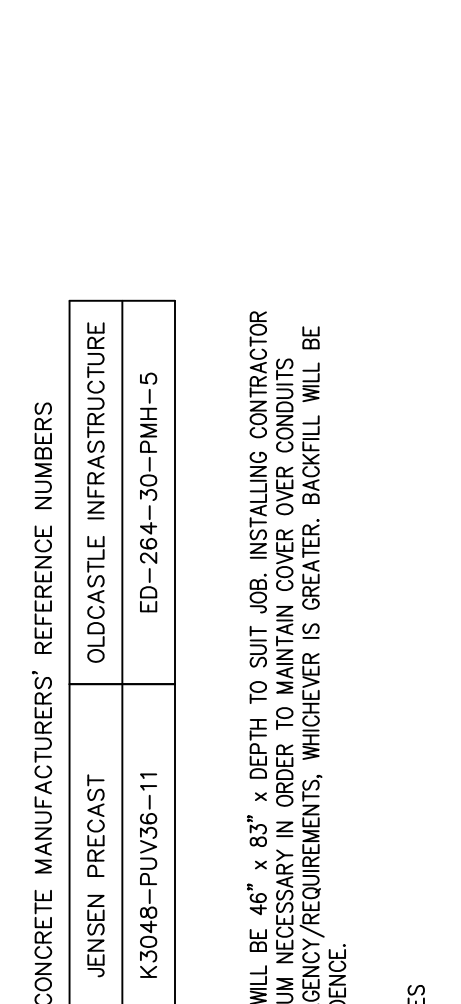
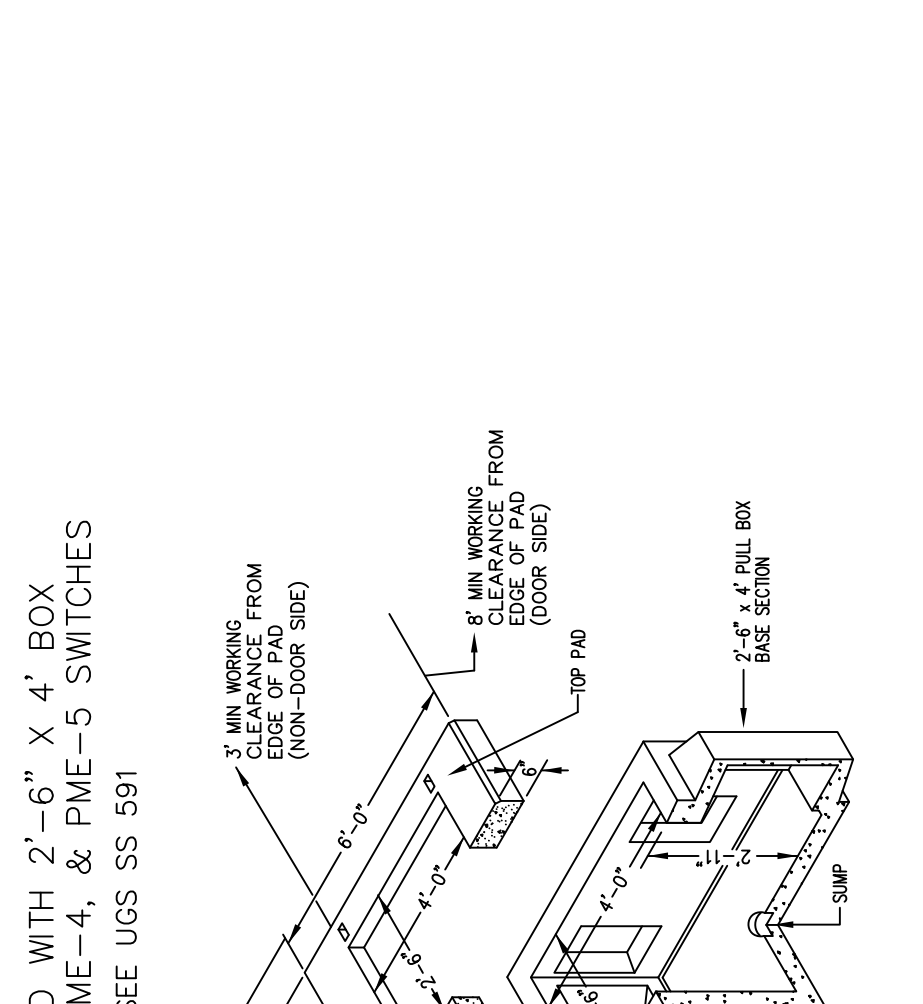
Table with project requirements for Edison easement, civil work, permit, outage, traffic control, etc.

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**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** April 21, 2022  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION  
 AND CONVEYANCE AGREEMENT WITH MVP FONTANA MANGO,  
 LLC FOR TRACT 20196 MVP MANGO WAREHOUSE

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**BACKGROUND:**

MVP Fontana Mango, LLC (“Developer”) is the owner of land located north of Sierra Lakes Parkway, east of Sierra Avenue, and fronting the west side of Mango Avenue in the City of Fontana, known as Tract 20196 – MVP Mango Warehouse (“Development”). The proposed development includes the construction and operation of a 111,000 square-foot warehouse with offices. In developing this land, the Developer is required to construct a new 12-inch water main on Mango Avenue and install water services for domestic, fire and irrigation purposes.

**DISCUSSION:**

The West Valley Water District (“District”) and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”) and supply water to the Development. 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 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*

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Shamindra Manbahal, General Manager

DG;ls

**ATTACHMENT(S):**

1. Exhibit A - Water System Infrastructure Installation Agreement

**MEETING HISTORY:**

04/13/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD



# 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 **April 21, 2022**, by and between **MVP FONTANA MANGO, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT NO. 20196** 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 TRACT NO. 20196**, 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 **WATER IMPROVEMENT PLANS FOR TRACT NO. 20196**, 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 TRACT NO. 20196

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

MVP FONTANA MANGO, LLC  
 ATTENTION: RICK MARTINEZ  
 1900 AVENUE OF THE STARS, SUITE 2470  
 LOS ANGELES, CA 90067  
 RE: WATER IMPROVEMENT PLANS FOR TRACT NO. 20196

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

SURETY NAME:  
 ADDRESS  
 RE: WATER IMPROVEMENT PLANS FOR TRACT NO. 20196

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.

## **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: \_\_\_\_\_  
Shamindra Manbahal, General Manager

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

**DEVELOPER:**

**MVP FONTANA MANGO, LLC**  
**a Delaware Corporation**

By: \_\_\_\_\_  
Rick Martinez, Authorized Agent

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

# Exhibit A



# Exhibit B

(approved plans to be  
provided at a later date)







# Exhibit C

(to be provided at later date)

# Exhibit D



**CALENDAR YEAR 2022  
HOLIDAY SCHEDULE**

<b><u>HOLIDAY</u></b>	<b><u>DAY OBSERVED</u></b>
New Year's Day	Friday, December 31, 2021
Martin Luther King Jr. Day	Monday, January 17, 2022
Presidents Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Day before Christmas	Friday, December 23, 2022
Christmas Day	Monday, December 26, 2022
New Year's Eve	Friday, December 30, 2022



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** April 21, 2022  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC RIVER RANCH PA1 TRACT 20204

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**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. The Developer has subdivided the land into multiple tracts to be developed into single family residential homes within River Ranch. Tract 20204 (“Development”), is part of this master planned community containing residential lots and is required to construct new water mains and related facilities within the tract to allow for new domestic and irrigation connections.

**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 and bonding requirements 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.

**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*

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Shamindra Manbahal, General Manager

DG:ls

**ATTACHMENT(S):**

1. Exhibit A - Water System Infrastructure Installation Agreement

**MEETING HISTORY:**

04/13/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# 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 April 21, 2022, by and between **LENNAR HOMES OF CALIFORNIA, INC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20204** 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 **TRACT 20204 WATER IMPROVEMENT PLANS**, 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 **TRACT 20207 WATER IMPROVEMENT PLANS**, 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: TRACT 20204 WATER IMPROVEMENT PLANS

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

LENNAR HOMES OF CALIFORNIA, INC  
 ATTENTION: GREG MENDOZA  
 980 MONTECITO, SUITE 302  
 CORONA, CA  
 RE: TRACT 20204 WATER IMPROVEMENT PLANS

- 7.4. Notices required shall be given to **Surety** addressed as follows:  
 SURETY NAME:  
 ADDRESS  
 RE: TRACT 20204 WATER IMPROVEMENT PLANS

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.

## **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: \_\_\_\_\_  
Shamindra Manbahal, General Manager

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

**DEVELOPER:**

**Lennar Homes of California, Inc**  
**a California Corporation**

By: \_\_\_\_\_  
Authorized Agent

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

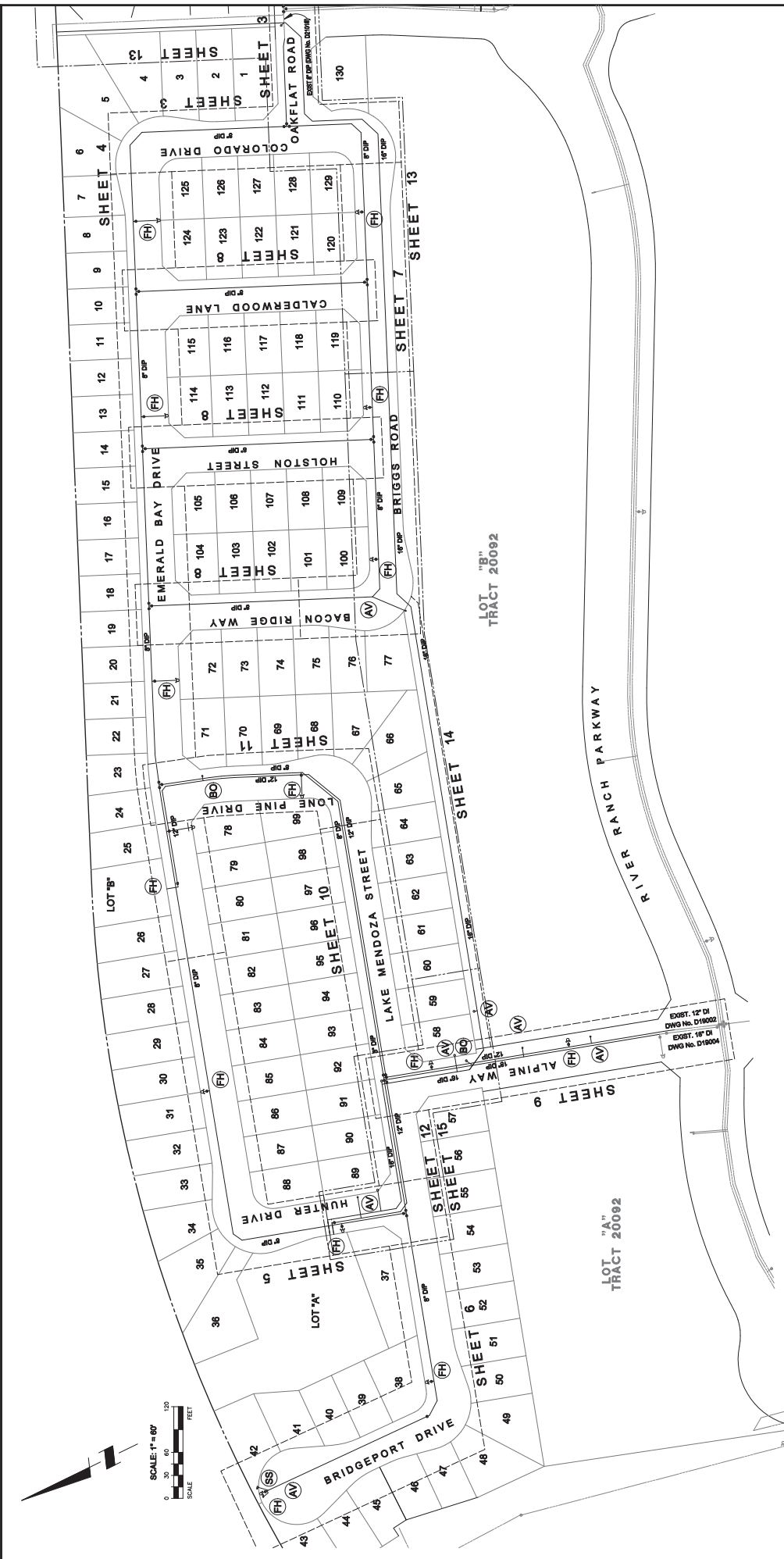
# Exhibit A



# Exhibit B

(approved plans to be  
provided at a later date)





SHEET INDEX MAP  
SCALE: 1" = 80'

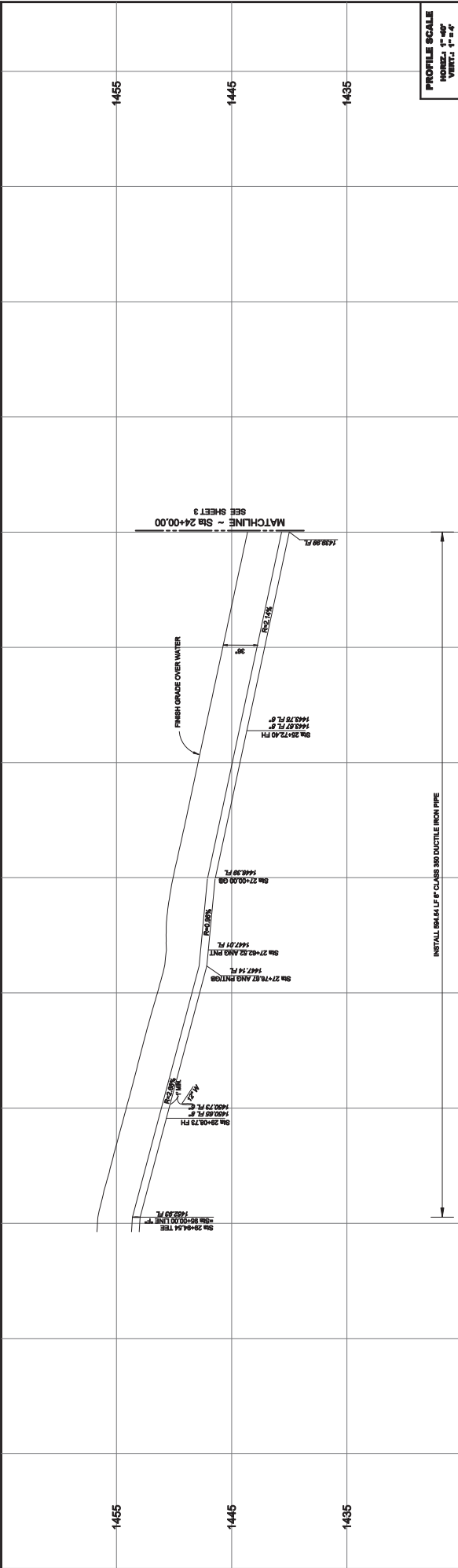


<p>CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES AND THE REQUIREMENTS OF THE UTAH CONSTRUCTION ACT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AND PROPERTY DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY ON THE PROJECT SITE. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE PROJECT, INCLUDING BUT NOT LIMITED TO, NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURNISHES TO DETAIL, MEASUREMENT AND HOLD THE CONTRACTOR RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AND PROPERTY ON THE PROJECT. EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.</p>		<p>Unimproved Services Met</p> <p>ONE TOLL FREE 1-800-227-2800</p> <p>UTAH TWO MONTHS DUES BEFORE NOV 15, 2009</p>	<p>Revision</p> <table border="1"> <tr> <th>No.</th> <th>By</th> <th>Date</th> <th>Approval</th> <th>APPROVED</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	No.	By	Date	Approval	APPROVED						<p>OTTE INDEPENDENT GROUP, INC. 1000 W. 1000 S. SUITE 100 SALT LAKE CITY, UT 84119 TEL: 313.444.4444 WWW.OTTEGROUP.COM</p>	<p>WEST VALLEY WATER DISTRICT WATERLINE IMPROVEMENT PLANS FOR RIVER RANCH BY LENA TRACT NUMBER</p>
No.	By	Date	Approval	APPROVED											
<p>LOT "A" TRACT 20092</p> <p>LOT "B" TRACT 20092</p>		<p>Pressure Zone: <b>ZONE 5</b></p> <p>WIP Number: <b>D22019</b></p>	<p>AS SHOWN</p> <p>Checked: _____ Job No. _____</p> <p>Designed: _____ Drawn: _____</p>	<p>Scale: _____</p> <p>RCE _____ Date _____</p>	<p>Sheet 2 of 4</p>										

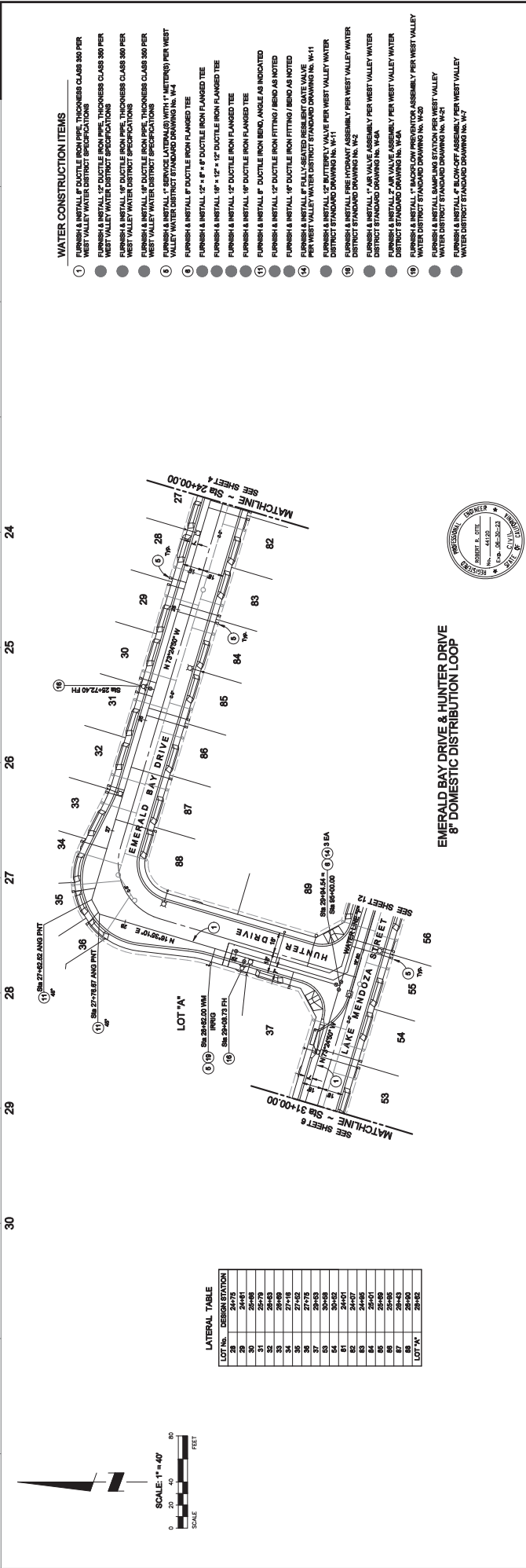








**PROFILE SCALE**  
 HORIZ. 1" = 40'  
 VERT. 1" = 4'



- WATER CONSTRUCTION ITEMS**
- 1 FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 350 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
  - 2 FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 350 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
  - 3 FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 350 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
  - 4 FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 350 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
  - 5 FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 350 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
  - 6 FURNISH & INSTALL 12" SERVICE LATERALS WITH 1" METERS PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-1
  - 7 FURNISH & INSTALL 12" DUCTILE IRON FLANGED TEE
  - 8 FURNISH & INSTALL 12" x 8" DUCTILE IRON FLANGED TEE
  - 9 FURNISH & INSTALL 12" x 12" DUCTILE IRON FLANGED TEE
  - 10 FURNISH & INSTALL 12" DUCTILE IRON FLANGED TEE
  - 11 FURNISH & INSTALL 12" DUCTILE IRON FLANGED TEE
  - 12 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 13 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 14 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 15 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 16 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 17 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 18 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 19 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 20 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 21 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 22 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
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  - 27 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 28 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 29 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)
  - 30 FURNISH & INSTALL 12" DUCTILE IRON FITTING (BEND AS NOTED)

**2.7.a**

**WEST VALLEY WATER DISTRICT**  
**WATERLINE IMPROVEMENT PLANS FOR**  
**RIVER RANCH BY LEN TRACT NUMBER**

**LOT 'A'**

**EMERALD BAY DRIVE & HUNTER DRIVE**  
**8" DOMESTIC DISTRIBUTION LOOP**

SCALE: 1" = 40'  
 0 20 40 80 FEET

SCALE: 1" = 40'  
 0 20 40 80 FEET

LATERAL TABLE

LOT 'A'	ES/STATION
29	24+81
30	25+05
31	25+29
32	25+53
33	25+77
34	26+01
35	26+25
36	26+49
37	26+73
38	26+97
39	27+21
40	27+45
41	27+69
42	27+93
43	28+17
44	28+41
45	28+65
46	28+89
47	29+13
48	29+37
49	29+61
50	29+85
51	30+09
52	30+33
53	30+57
54	30+81
55	31+05
56	31+29
57	31+53
58	31+77
59	32+01
60	32+25
61	32+49
62	32+73
63	32+97
64	33+21
65	33+45
66	33+69
67	33+93
68	34+17
69	34+41
70	34+65
71	34+89
72	35+13
73	35+37
74	35+61
75	35+85
76	36+09
77	36+33
78	36+57
79	36+81
80	37+05
81	37+29
82	37+53
83	37+77
84	38+01
85	38+25
86	38+49
87	38+73
88	38+97
89	39+21
90	39+45
91	39+69
92	39+93
93	40+17
94	40+41
95	40+65
96	40+89
97	41+13
98	41+37
99	41+61
100	41+85

UNDEVELOPED SERVICE METERS

ONE TOLL FREE 1-800-227-2800

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES AND STANDARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES AND AGENCIES OF THE WEST VALLEY WATER DISTRICT, INCLUDING BUT NOT LIMITED TO THE WEST VALLEY WATER DISTRICT, BEFORE COMMENCING ANY WORK ON THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES AND AGENCIES OF THE WEST VALLEY WATER DISTRICT, INCLUDING BUT NOT LIMITED TO THE WEST VALLEY WATER DISTRICT, BEFORE COMMENCING ANY WORK ON THIS PROJECT.

OTTE BROTHERY GROUP, INC.  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 (303) 733-1000

JAMES B. OTTE, P.E.  
 PROFESSIONAL ENGINEER  
 No. 424323

Pressure Zone: **ZONE 5** WIP Number: **D22019**

AS SHOWN

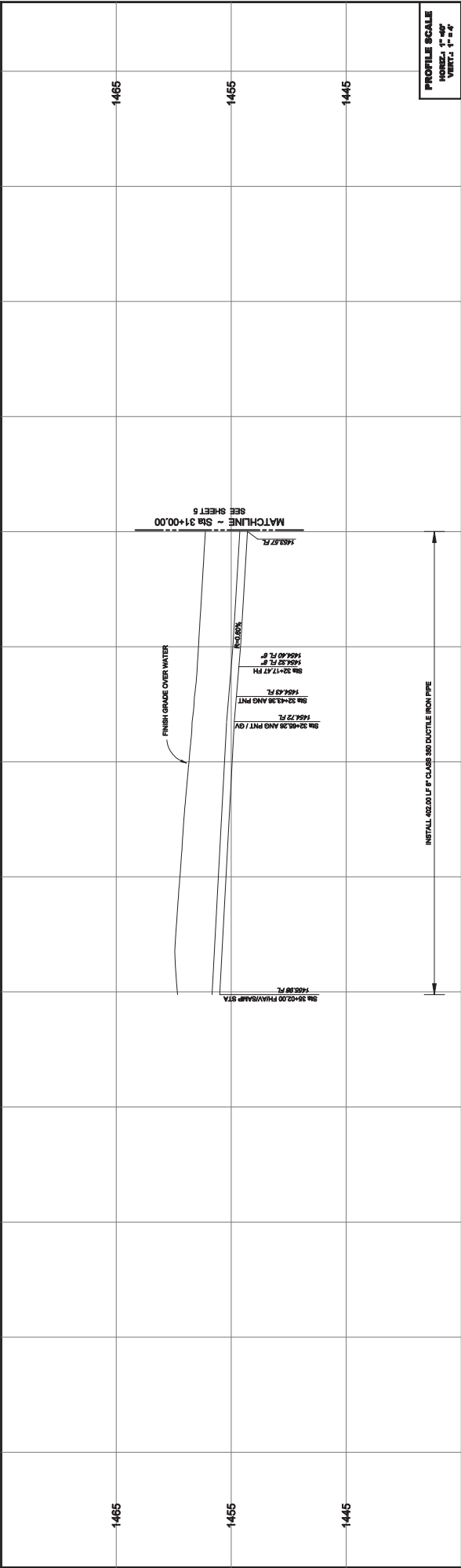
APPROVED

No. By Date

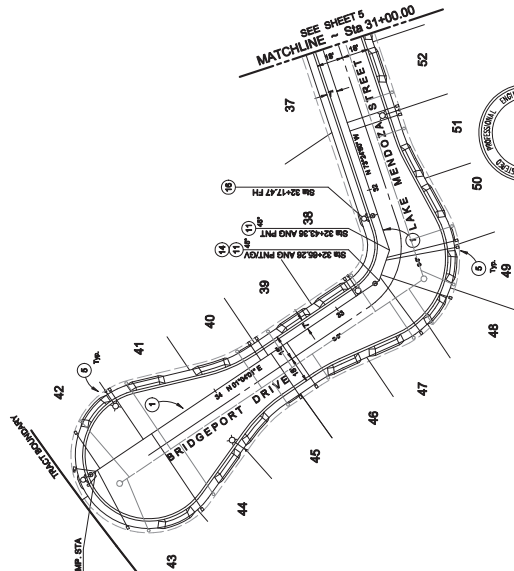
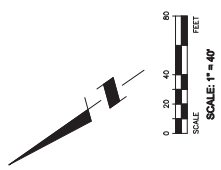
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Job No. \_\_\_\_\_

Down



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



**LATERAL TABLE**

LOT No.	DESIGNATION
38	32-44
39	32-07
40	32-08
41	32-08
42	34-08
43	34-07
44	32-08
45	32-04
46	32-41
47	32-43
48	32-43
49	32-43
50	32-43
51	32-43
52	31-41

- WATER CONSTRUCTION ITEMS**
- 1 FURNISH & INSTALL 4\"/>
  - 2 FURNISH & INSTALL 12\"/>
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  - 18 FURNISH & INSTALL 12\"/>
  - 19 FURNISH & INSTALL 12\"/>
  - 20 FURNISH & INSTALL 12\"/>
  - 21 FURNISH & INSTALL 12\"/>
  - 22 FURNISH & INSTALL 12\"/>

**CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES AND THE CITY OF WEST VALLEY, UTAH, LOCAL ORDINANCES AND REGULATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND THE PROTECTION OF THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST VALLEY, UTAH, AND SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONALS.**

**UNIMPAIRED SERVICE MET**

ONE TOLL FREE  
1-800-227-2800

WEST VALLEY, UTAH  
2020 WEST VALLEY BLVD, SUITE 100  
WEST VALLEY, UTAH 84086

**OTTE SECRETARY GROUP, INC.**  
 1000 N. 1000 W. SUITE 100  
 WEST VALLEY, UTAH 84086  
 (801) 373-1000

**PROFESSIONAL ENGINEER**  
 JAMES B. JETT  
 No. 42423-2  
 Exp. 12/31/23

Pressure Zone: **ZONE 5**

WIP Number: **D22019**

Checked: \_\_\_\_\_  
 Drawn: \_\_\_\_\_

**WEST VALLEY WATER DISTRICT**

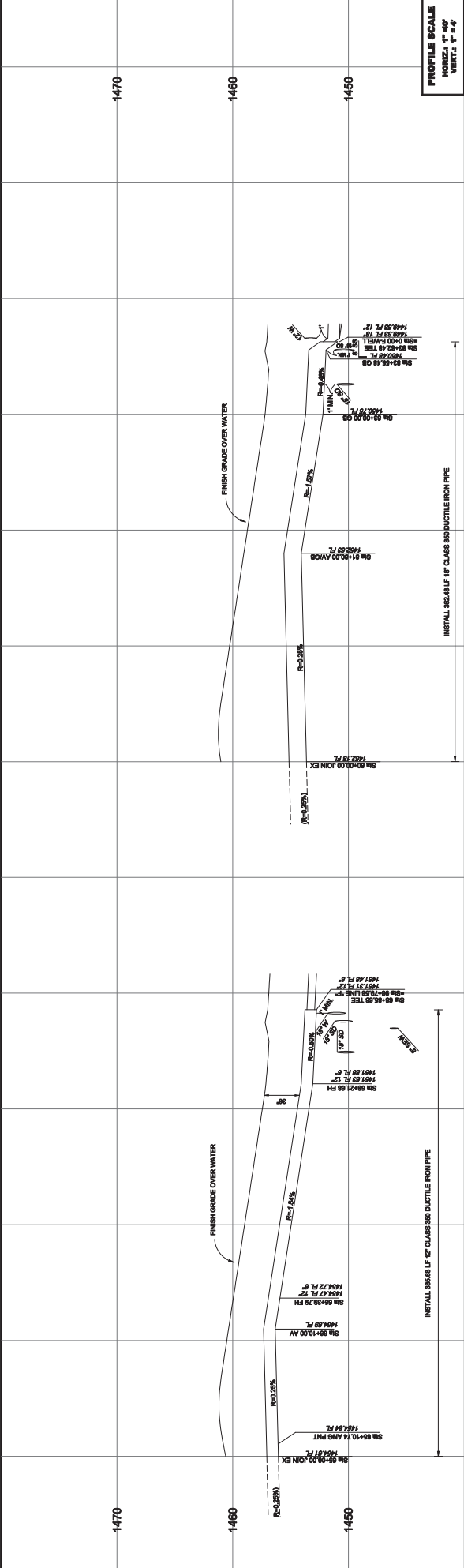
**WATERLINE IMPROVEMENT PLANS FOR**  
**RIVER RANCH BY LENA TRACT**

TRACT NUMBER: \_\_\_\_\_

2.7.a





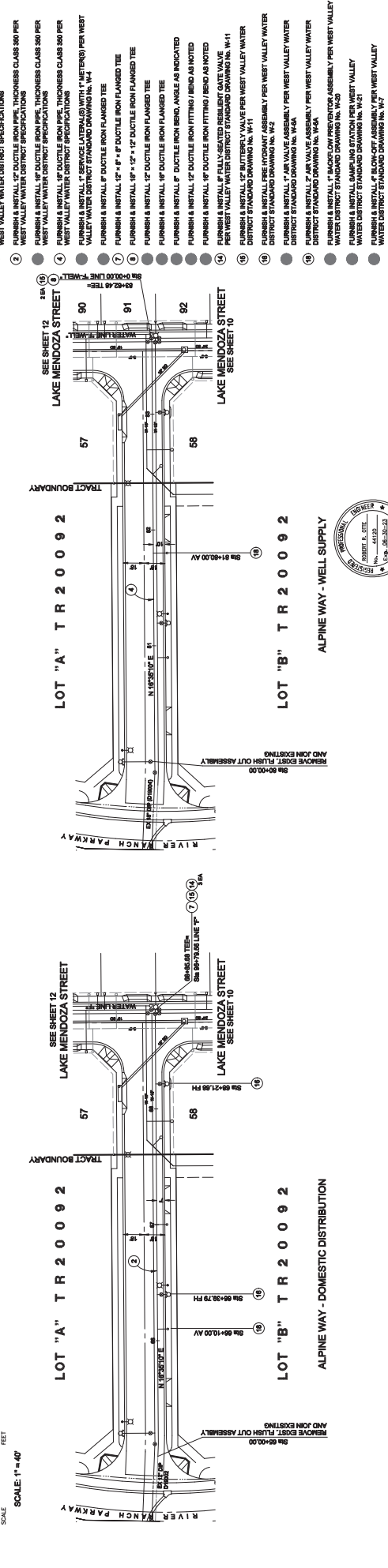


PROFILE SCALE  
HORIZ. 1" = 40'  
VERT. 1" = 4'



**WATER CONSTRUCTION ITEMS**

- 1. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 2. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 3. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 4. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 5. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 6. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 7. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 8. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 9. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 10. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 11. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
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- 19. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 20. FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 360 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS



2.7.a

**WEST VALLEY WATER DISTRICT**

**WATERLINE IMPROVEMENT PLANS FOR**  
**RIVER RANCH BY LENA TRACT NUMBER**

---

**OTTE TECHNOLOGY GROUP, INC.**  
1000 S. 1000 W. SUITE 100  
 SALT LAKE CITY, UT 84119  
 TEL: 801-488-8888  
 WWW.OTTEGROUP.COM

Pressure Zone: **ZONE 5** WIP Number: **D22019**

Scale: **AS SHOWN**

Checked: \_\_\_\_\_ Job No. \_\_\_\_\_  
 Drawn: \_\_\_\_\_

Revision: \_\_\_\_\_ No. \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_ APPROVED: \_\_\_\_\_

Unapproved Services Alert  
 Call TOLL FREE 1-800-227-2800  
THESE SERVICES ARE NOT PERMITTED ON THIS PROJECT

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES AND THE SPECIFICATIONS OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, GAS, ELECTRIC, AND TELEPHONE LINES, AND SHALL HOLD THEMSELVES AND THEIR EMPLOYEES AND SUBCONTRACTORS HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

1465

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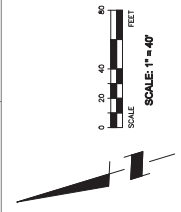
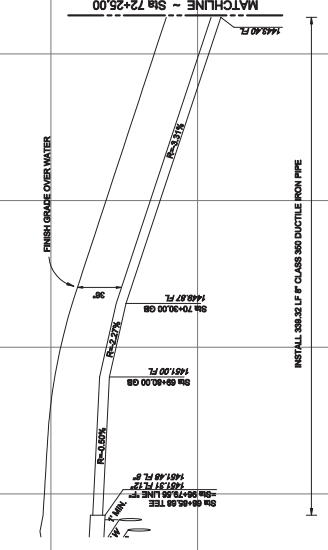
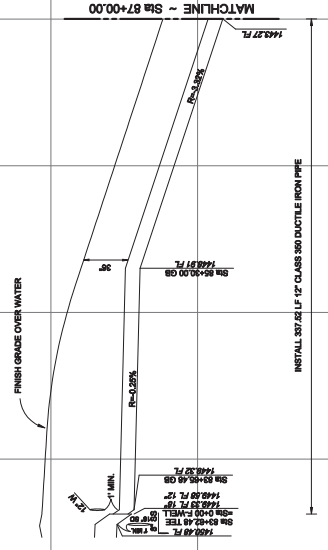
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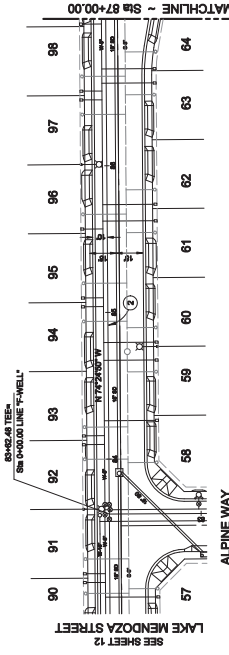
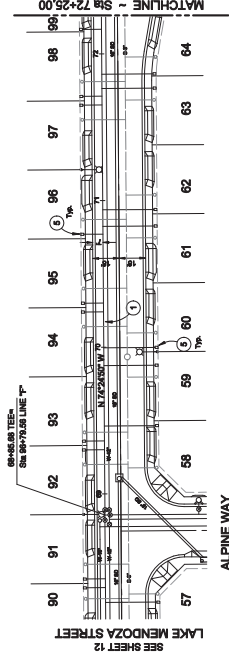
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PROFILE SCALE  
HORIZ. 1" = 40'  
VERT. 1" = 4'



WATER CONSTRUCTION ITEMS

- 1 FURNISH & INSTALL 8" DUCTILE IRON PIPE, THICKNESS CLASS 300 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 2 FURNISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 300 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 3 FURNISH & INSTALL 18" DUCTILE IRON PIPE, THICKNESS CLASS 300 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 4 FURNISH & INSTALL 24" DUCTILE IRON PIPE, THICKNESS CLASS 300 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 5 FURNISH & INSTALL 30" DUCTILE IRON PIPE, THICKNESS CLASS 300 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 6 FURNISH & INSTALL 1" SPRUCE LATERAL (S) WITH 1" METERS) PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-4
- 7 FURNISH & INSTALL 8" DUCTILE IRON FLANGED TEE
- 8 FURNISH & INSTALL 12" DUCTILE IRON FLANGED TEE
- 9 FURNISH & INSTALL 18" DUCTILE IRON FLANGED TEE
- 10 FURNISH & INSTALL 24" DUCTILE IRON FLANGED TEE
- 11 FURNISH & INSTALL 30" DUCTILE IRON FLANGED TEE
- 12 FURNISH & INSTALL 12" DUCTILE IRON BEND, ANGLE AS INDICATED
- 13 FURNISH & INSTALL 12" DUCTILE IRON FITTING / BEND AS NOTED
- 14 FURNISH & INSTALL 12" DUCTILE IRON FITTING / BEND AS NOTED
- 15 FURNISH & INSTALL 1" FULLY SEATED RESILIENT GATE VALVE PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-11
- 16 FURNISH & INSTALL 12" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-11
- 17 FURNISH & INSTALL PRE-INSULATED ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-12
- 18 FURNISH & INSTALL 1" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-12
- 19 FURNISH & INSTALL 2" AIR VALVE ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-12
- 20 FURNISH & INSTALL 1" BACKFLOW PREVENTOR ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-20
- 21 FURNISH & INSTALL 1" BACKFLOW PREVENTOR ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-20
- 22 FURNISH & INSTALL 1" CHECK ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-7



LOT NO.	DESIGN STATION	LOT NO.	DESIGN STATION
57	69+00	64	72+17
58	69+48	65	72+50
59	70+00	66	73+24
60	70+50	67	73+50
61	71+00	68	74+00
62	71+50	69	74+50
63	72+00	70	75+00
64	72+50	71	75+50

LAKE MENDOZA STREET - DOMESTIC DISTRIBUTION

LAKE MENDOZA STREET - WELL SUPPLY



CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES AND THE TERMS AND CONDITIONS OF THE CONTRACT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES, AND SHALL MAINTAIN THE SAME AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES, AND SHALL MAINTAIN THE SAME AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES, AND SHALL MAINTAIN THE SAME AT ALL TIMES.

Unapproved Services Alert  
  
 ONE TOLL FREE  
 1-800-227-2800  
 TWO WASHINGTON STATE TOLL FREE 1-800-227-2800

Revision	No.	By	Date	Approval	APPROVED

Checked: \_\_\_\_\_  
 Drawn: \_\_\_\_\_  
 AS SHOWN  
 Scale: \_\_\_\_\_  
 Pressure Zone: **ZONE 5**  
 WIP Number: **D 22 0 1 9**

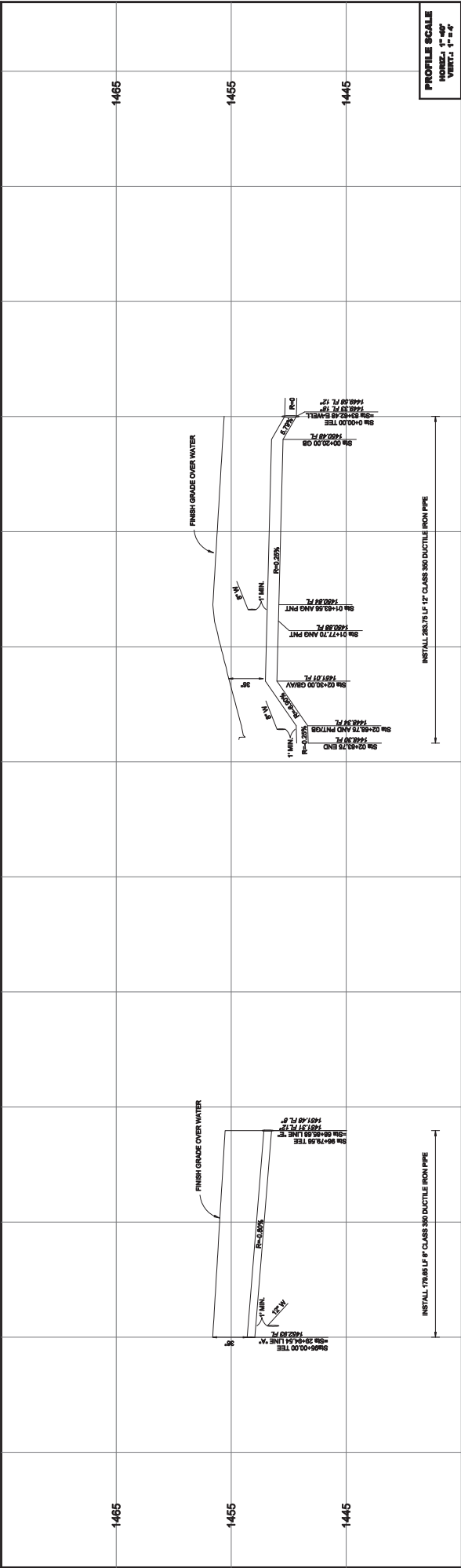
OTTIE SECRETARY GROUP, INC.  
 1000 N. 1000 W. SUITE 100  
 SALT LAKE CITY, UT 84119  
 (801) 466-1111  
 www.ottiesecretarygroup.com

WEST VALLEY WATER DISTRICT  
 WATERLINE IMPROVEMENT PLANS FOR  
 RIVER RANCH BY LENA TRACT NUMBER  
 SHEET 10 OF 16 SHEETS

2.7.a



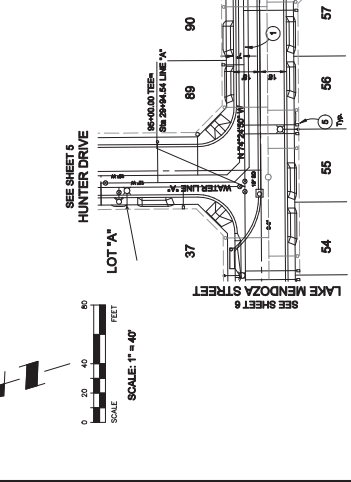
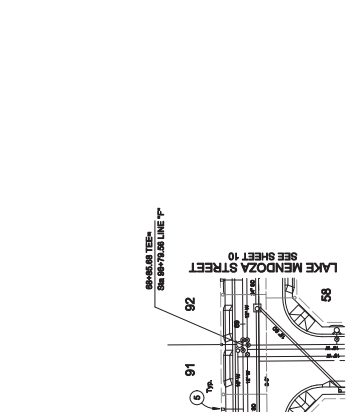




PROFILE SCALE  
 HORIZ. 1" = 40'  
 VERT. 1" = 4'

**WATER CONSTRUCTION ITEMS**

- 1 FINISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 300 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
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- 19 FINISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 300 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS
- 20 FINISH & INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 300 PER WEST VALLEY WATER DISTRICT SPECIFICATIONS



LOT NO.	DESIGN STATION
54	54+00.00
55	55+00.00
56	56+00.00
57	57+00.00
58	58+00.00
59	59+00.00
60	60+00.00
61	61+00.00

**LAKE MENDOZA STREET - DOMESTIC DISTRIBUTION**

**LAKE MENDOZA STREET & HUNTER DRIVE- WELL SUPPLY**



CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND AGENCIES OF THE CITY OF SAN JOSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND AGENCIES OF THE CITY OF SAN JOSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND AGENCIES OF THE CITY OF SAN JOSE.

UNDEGROUND SERVICES MET

ONE TOLL FREE 1-800-227-2800

WEST VALLEY WATER DISTRICT

WATERLINE IMPROVEMENT PLANS FOR RIVER RANCH BY LEN TRACT NUMBER

DATE: 08/20/2020

SCALE: AS SHOWN

ZONE 5

D22019

OTTE-BROCKWAY GROUP, INC.

1400 S. 1ST ST. SUITE 200

SAN JOSE, CA 95128

TEL: 408.281.1111

FAX: 408.281.1112

PROJECT NO. 20-0001

DATE: 08/20/2020

SCALE: AS SHOWN

ZONE 5

D22019

OTTE-BROCKWAY GROUP, INC.

1400 S. 1ST ST. SUITE 200

SAN JOSE, CA 95128

TEL: 408.281.1111

FAX: 408.281.1112

PROJECT NO. 20-0001

DATE: 08/20/2020

SCALE: AS SHOWN

ZONE 5

D22019

2.7.a







# Exhibit C

(to be provided at later date)

# Exhibit D



**CALENDAR YEAR 2022  
HOLIDAY SCHEDULE**

<b><u>HOLIDAY</u></b>	<b><u>DAY OBSERVED</u></b>
New Year's Day	Friday, December 31, 2021
Martin Luther King Jr. Day	Monday, January 17, 2022
Presidents Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Day before Christmas	Friday, December 23, 2022
Christmas Day	Monday, December 26, 2022
New Year's Eve	Friday, December 30, 2022

**Lucien Partners**

**Invoice**

1017 L STREET #246  
SACRAMENTO, CA 95814 US  
+1 9162713461  
lucienmediagroup@gmail.com  
www.lucienpartners.com



BILL TO  
West Valley Water District  
P.O. BOX 920  
Rialto, CA 92377

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1364	04/07/2022	\$9,648.40	05/07/2022	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Advocacy Services</b>	Pass-through billing for legal services rendered by Nielsen Merksamer for redistricting and mapping			9,648.40

Please review the attached document for an itemized breakdown of the legal fees assessed for redistricting and mapping.

**BALANCE DUE**

**\$9,648.40**

VENDOR# \_\_\_\_\_ PO# \_\_\_\_\_  
 GL CODE \_\_\_\_\_ Proj# \_\_\_\_\_  
 GL CODE \_\_\_\_\_ Proj# \_\_\_\_\_  
 APPROVAL \_\_\_\_\_



HUNT ORTMANN PALFFY NIEVES  
DARLING & MAH, INC.  
301 N. LAKE AVE  
7TH FLOOR  
PASADENA, CA 91101  
(626) 440-5200

WEST VALLEY WATER DISTRICT  
Attn: Accounts Payable  
P.O. BOX 190  
RIALTO, CA 92377

April 13, 2022

Account #        7473.002  
Invoice #        92575

In Reference to:    Contracts

FOR PROFESSIONAL SERVICES RENDERED THROUGH 03/31/2022 SUMMARY OF FEES AND COSTS:

Total Fees:	\$9,540.50
Total Costs:	\$765.40
<b><u>Total Balance Due</u></b>	<b><u>\$10,305.90</u></b>



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** April 21, 2022  
**TO:** Board of Directors  
**FROM:** Shamindra Manbahal, General Manager  
**SUBJECT:** EXECUTIVE RECRUITMENT SERVICES-CHIEF FINANCIAL OFFICER

---

**BACKGROUND:**

West Valley Water District (“District”) is seeking a qualified executive recruitment service provider to assist in recruiting, interviewing, evaluating candidates, and hiring the Chief Financial Officer (CFO). The selected firm is expected to work closely with the Executive Committee in the process. The CFO position is a high ranking and highly important position which will oversee the Finance Department, consisting of a staff of 21 persons in Purchasing, Billing, Accounting, and Customer Service.

**DISCUSSION:**

On March 9, 2022, staff issued a Request for Proposals (RFP) for recruitment services for the CFO position. In response to the RFP, the District received six (6) proposals. Staff evaluated the proposals (**Exhibit A**) and determined that four of the proposals distinguished themselves in qualifications, experience, proposed project personnel, reference checks, providing of a one-year guarantee, and reasonableness of costs.

Those four firms, which are being recommended to potentially be retained to assist the District with the CFO recruitment are:

- Bob Hall & Associates
- CPS HR Consulting
- Hawkins Company
- Koff & Associates

The proposals of four firms are attached alphabetically by the firm’s name as **Exhibits B, C, D, & E**.

**FISCAL IMPACT:**

Funding for this recruitment is not currently included in approved FY 2021-22 budget and will likely require a year-end transfer.

**STAFF RECOMMENDATION:**

Consider awarding a professional service agreement with one of the executive recruitment service firms to assist the District in recruiting for the Chief Financial Officer position.

Respectfully Submitted,

*Shamindra Manbahal*

---

Shamindra Manbahal, General Manager

mm

**ATTACHMENT(S):**

1. Exhibit A
2. Exhibit B
3. Exhibit C
4. Exhibit D
5. Exhibit E

**Proposal Evaluation: CFO Recruitment Proposals**

Firm (alphabetical)	Qualifications & Experience	Assigned Project Managers	Reference Checks	Reasonableness in Cost	Providing 1-Year Guarantee	Proposed Cost
<b>Bob Hall &amp; Associates</b>	***	**	**	***	YES	\$20,500+expenses, not to exceed \$22,500
<b>CPS HR Consulting</b>	***	***	***	**	YES	\$25,000 + expenses
<b>Hawkins Company</b>	***	***	**	**	YES	\$30,000 + expenses
<b>Koff &amp; Associates</b>	***	***	***	**	YES	\$25,000
Management Partners	***	**	**	**	YES	\$24,900 + expenses
Southland HR Services, LLC	*	*	*		no	\$50,000

Rating Key

- \*\*\* - Excellent
- \*\* - Very Solid
- \* - Not the Best
- Not Desirable

**RED** - Staff's recommended Top 4 (for this project only).



April 8, 2022

Dear Mr. Al Robles:

After review of all materials provided by the District, Bob Hall & Associates is pleased to submit this proposal to conduct a recruitment for the position of Chief Financial Officer for the West Valley Water District.

If selected, Karen Herrera will be the point of contact and lead project director for this search, with the support of Bob Hall and the Bob Hall & Associates team. As former Assistant City Manager of Duarte and Bell Gardens, Karen's substantial knowledge and experiences will help the West Valley Water District find a candidate that fits the ideal criteria for the position. Recent recruitments by Bob Hall & Associates include the Cities of Manteca, Tracy, Morro Bay, San Bernardino, Laguna Niguel, Costa Mesa, Seal Beach, San Clemente, Stanton, and the Laguna Woods Village.

While not a large firm, Bob Hall & Associates' network encompasses a strong talent pool and will add the personal, individualized attention that each search requires. Attached is a summary of the search process and the services that the Bob Hall & Associates team is willing and able to offer the West Valley Water District.

For more information or clarification, do not hesitate to contact Bob Hall at (714) 309-9104 or by email at [bob@bobhallandassociates.com](mailto:bob@bobhallandassociates.com). We appreciate the opportunity to be considered to aid in the search for the Chief Financial Officer vacancy. Should you select our team, we are prepared to proceed immediately.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bob Hall', written over a light blue circular stamp.

Bob Hall



## Executive Summary

We are excited to submit our proposal to the West Valley Water District for the opportunity to assist with the identification and recruitment for the Chief Financial Officer position. The Bob Hall & Associates team is well connected throughout California with a keen knowledge of talent and is prepared to offer a strong pool of top candidates. At Bob Hall & Associates, we pride ourselves in adding a personal, individualized touch to each recruiting search. In the last 30 months, the Bob Hall & Associates team has conducted more than 50 recruitments across the state of California with a 100% success rate in Director of Finance recruitments. Of the 50+ recruitments completed, over 95% of those individuals are still in the position today.

We provide a cost-effective alternative to working with large recruiting firms, without sacrificing the level of service. Our individualized service helps target candidates who are equipped to specific needs within the region. We do not stray from a challenge and thrive in filling the tough to find positions at all levels throughout the organization. Our work ethic and desire to help our clients succeed is second to none.

Bob Hall brings over 30 years of experience in municipal government and leadership. Hall has served as City Manager for Fountain Valley, Laguna Niguel, and Stanton. His prior City Manager experience gives him a unique perspective on the recruiting process. He knows first-hand the talent it takes to build a high-performance operation and wants to share that knowledge and experience with candidates and municipalities. His wide variety of experience throughout municipal organizations provides a strong understanding of the diverse needs throughout the City. Before assuming the leadership role in Orange County, he worked in many departments, including General Services Director for the City of Riverside.

Bob Hall holds a Master's degree in Public Administration from California State University, San Bernardino. Hall is a member of ICMA, former Board Member of Cal ICMA and has been an invited guest lecturer at Cal-State Northridge, Cal-State Fullerton and Long Beach State University.



## The Team and Recent Placements

### Our Recruitment Team

Bob Hall  
Founder & Sole Proprietor, Bob Hall and Associates

With Bob's 30 plus years of experience serving in most departments within a municipal organization, he brings a strong knowledge and understanding of city operations. This diverse knowledge has translated into Bob Hall and Associates keen ability to place highly qualified candidates in key positions. Bob's niche is finding that "perfect fit", especially in positions that traditionally are more challenging to fill. Bob Hall provides individualized customer service and responsiveness resulting in successful placements and ultimately, client satisfaction.

Karen Herrera  
Recruiter

Karen A. Herrera is a retired local government professional with over 34 years of service, most recently serving as Deputy City Manager and Public Information Officer for the City of Duarte. Her forward thinking, "can do" attitude has enabled her to hold a variety of executive positions during a career that spanned five different cities including Bell Gardens Assistant City Manager, Duarte Deputy City Manager, Hawaiian Gardens Administrative Services Director, and Orange Senior Assistant to the City Manager. Her in depth knowledge of government and vast professional network has also facilitated the accomplishment of countless "out of the box" projects during her career.

Rachel Hall  
Recruitment Coordinator

Rachel has a Bachelor of Arts in Communications from the University of Arizona and brings a background in marketing and writing to the team. Rachel has experience working within municipal government and provides support services for Bob Hall and Associates recruitments.



## Recent Recruitments

**City Manager** - Stanton  
**City Manager** - Laguna Niguel  
**City Manager** - Manteca  
**City Manager** - San Bernardino  
**City Manager** - Fountain Valley  
**City Manager** - Tracy  
**City Manager** - Laguna Hills  
**Assistant City Manager** - Costa Mesa  
**City Attorney** - Manteca  
**Fire Chief** - Morro Bay  
**CFO** - Laguna Woods Village

**Assistant to City Manager** - San Luis Obispo  
**Director of Finance** - Placentia  
**Director of Finance** - Moorpark  
**Director of Finance** - Seal Beach  
**Director of Finance** - Stanton  
**Director of Finance** - Manteca  
**Director of Finance** - Paramount  
**Director of Community Development** - Stanton  
**Director of Community Services** - Costa Mesa  
**Director of Parks & Recreation** - American Canyon  
**Budget Officer** - Tracy

## Recruiting Process

Below, you will find our proposed recruiting process, schedule, and cost breakdown for your consideration. During the recruitment process, we will require the following specific assistance from the District: a draft job description (we will work with the District to craft language), any other legal descriptions or District language and guidelines; District logo, high resolution photography, review of the brochure and other marketing materials and timely feedback; and logistics coordination with any District staff and our team.







## Create Position Profile

The Bob Hall & Associates team will meet with the District to discuss the strategy for the search as well as communication preferences and project timeline. It is at this time that the team will collaborate with the District to determine characteristics of the ideal candidate. Communication and customer service is a priority, as the Bob Hall & Associates team will stay in touch with the District throughout the recruitment keeping them up to date. In the meeting, the search criteria will be determined to help aid the Bob Hall & Associates team in narrowing the search to appropriate candidates based on the specific goals and qualities of the organization.

## Outreach and Recruiting

### Outreach

Outreach begins with the creation of a job announcement and brochure that will be advertised for the public to see on platforms such as *Public CEO*, *GFOA*, *CSMFO*, *GovernmentJobs.com* and in *Western Cities* magazine. We will also utilize social media engagement on LinkedIn, networking with top industry leaders throughout the nation, and personal outreach.

### Candidate Identification

Following the creation of the job announcement and advertisement of the position, the Bob Hall & Associates team will actively seek out qualified candidates by tapping into the network of talented prospects both local to California and across the country. Unlike other firms, Bob Hall & Associates focuses on adding a personal touch to the identification process by tailoring the recruiting process to the needs and desires of the organization. Our active recruiting style has proved to increase the number of applications and resumes from potential candidates leading to a deeper evaluation of each individual.



## Candidate Assessment

### Screening

Every application will be carefully examined and those that most closely fit the criteria indicated by the organization will be subject to a more thorough evaluation. Such evaluation will focus on aspects such as professional experience, size and complexity of current organization as compared to the advertised position.

### Initial Research and Interviews

Research will be conducted on top candidates in the form of Internet searches and other public profiles to ensure prospects' values, experiences, and history match the criteria established by the organization. Following research, preliminary interviews will be conducted via phone, video-conferencing, or face-to-face, depending on candidates' location.

## Selection and Presentation of Top Candidates

Bob Hall & Associates will manage the selected finalist candidates. Top candidates will be presented to the District for consideration to determine which candidates will be interviewed. District will be provided with detailed description of work history and other important information about each candidate prior to selection and scheduling of interviews. Bob Hall & Associates will then schedule interviews with candidates and provide books containing detailed descriptions of each candidate to each member of the interview panel.

## Negotiations

The Bob Hall & Associates team is willing and able to support the District in the negotiation process of the selected candidate's compensation package.

## Close Out

After the organization has successfully chosen a candidate, the search will be closed out. This includes informing finalist candidates of the status of the search via telephone.



## Project Costs

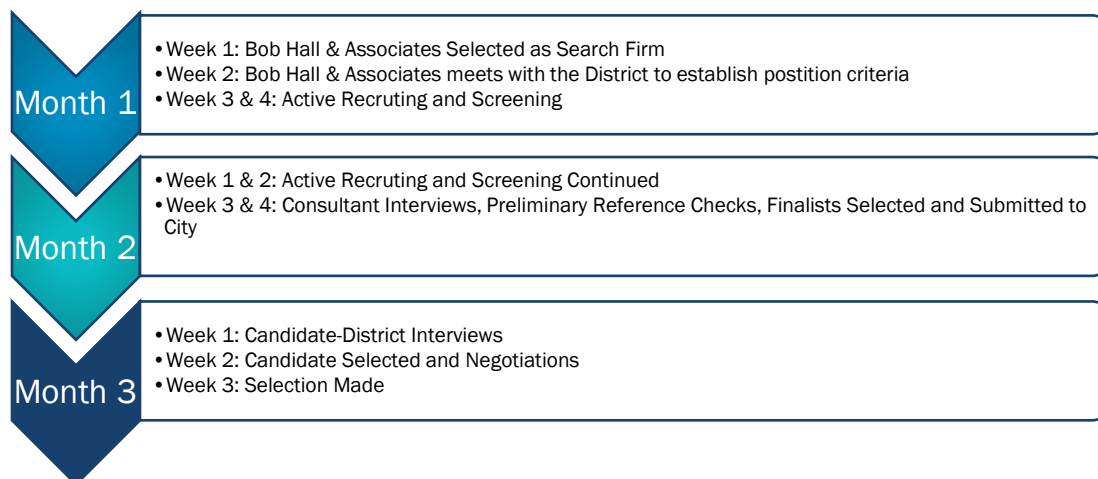
The recruitment for the Chief Financial Officer position will be a complete and comprehensive search in an effort to present the District with the most capable, talented, candidates available. The fee to perform the search will be \$20,500 plus expenses not to exceed \$22,500. These expenses will include advertising and printing. Top candidates will subject to DMV, civil and criminal background, and credit checks conducted by a legally compliant third party. This proposal is good for at least 180 days from April 8, 2022. Bob Hall & Associates takes no exceptions to the RFP and Professional Services Agreement provided.

Fees will be collected in three installments as follows:

1. Upon Execution of the Agreement: \$7,500
2. Following Presentation of Candidates: \$7,000
3. Upon Acceptance of Offer: \$6,500

## Project Timeline

A typical search will be conducted in a 90 to 120-day period from start to finish. Following the final selection, negotiations can take up to two weeks. The proposed schedule includes four to five weeks of active recruitment, which reflects our suggested minimum timeline. However, this can be adjusted if the District would prefer a longer or accelerated process. An exact schedule will be provided once a firm start date has been provided by the District. If an expedited process is preferred, we can reduce the process to about 60 days however we will need ensure review dates and interviews are scheduled early in the process.





## Bob Hall & Associates' Guarantee

The Bob Hall & Associates team guarantees industry-standard services. If within one year following appointment, selected candidate resigns or is terminated for cause, our team will conduct another search free of professional services charges. However, the organization will be expected to pay for incurred costs.

## Testimonials and References

[

### Fred Minagar

Mayor, City of Laguna Niguel

]

“

*Bob was very professional and extremely responsive throughout the recruitment. He was able to bring an objective perspective to the process, which ultimately led to great candidates that were an ideal match for our organization.*

**Rob Field, City Manager of San Bernardino**  
 Field\_Rob@sbcity.org  
 (909) 384-5122

**Damien Arrula, City Manager of Placentia**  
 darrula@placentia.org  
 (714) 993-8117

**Jarad Hildenbrand, City Manager of Stanton**  
 jhildenbrand@ci.stanton.ca.us  
 (714) 890-4277

**Travis Hopkins, Assistant City Manager of Huntington Beach**  
 thopkins@surfcity-hb.org  
 (714) 536-5202

[

### Karin Schnaider

Director of Finance, City of Tracy

]

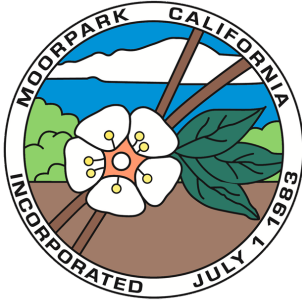
”

*Bob is very conscientious and works hard to match the candidates to the needs of the organization. He has been able to find good candidates for the tough to fill positions in our region.*

**Karin Schnaider, Director of Finance, Tracy**  
 karin.schnaider@cityoftracy.org  
 (209) 831-6800

**Fred Minagar, MS PE, Mayor Laguna Niguel**  
 fminagar@cityoflagunaniguel.org  
 (949) 338-8964

**Rigoberto Ramirez, Mayor Pro Tem of Stanton**  
 rramirez22@ci.stanton.ca.us  
 (714) 890-454



*Moorpark*  
California



invites applications for the position of

# **Director of Finance City Treasurer**

## THE COMMUNITY

The City of Moorpark is located in the southeastern part of Ventura County near the cities of Thousand Oaks and Simi Valley, within an hour's drive to Los Angeles and Santa Barbara, and close to the Southern California beaches. Moorpark is nestled in a flourishing valley with spacious mountain views, a perpetual vacation climate, beautiful residential neighborhoods, cultural arts, shopping, a variety of restaurants, outstanding schools, and the exceptional Moorpark Community College.

The City of Moorpark is a unique blend of natural, historical, and contemporary living and has been consistently named one of the safest cities in the nation. Local residents are proud that Moorpark is a family-oriented community with 19 City parks, abundant open space, hiking and equestrian trails, a golf course, and incredible sunset views. Moorpark is the perfect blend of country and city living. Additionally, the City of Moorpark strives to attract, retain, and support local businesses, and has been named as among the most tax friendly cities to start a business by the Kosmont-Rose Institute Cost of Doing Business Survey. The City of Moorpark's population is approximately 36,326 and the City continues to grow with more than 2,000 new housing units approved for development.

## MOORPARK AT A GLANCE

### Moorpark is Growing

**No. 1 Fastest** Growing City in Ventura County for Past 30 Years

### Moorpark is Safe

**No. 1 Safest City** in Ventura County  
**No. 3 Safest City** in California

### Moorpark is Business Friendly

**No. 1 Least Expensive** City to Do Business in Ventura County  
**Top 5 Least Expensive** Cities to Do Business in California  
**Top 50 Best Cities** for Jobs in California

### Moorpark is Livable

**Top 30 Best Places** to Raise a Family in California  
**Top 100 Best Small Cities** to Live in America



### YOUNG

Median Age:  
36 Years



### HOMEOWNERS

Homeowners: 76%  
Households: 11,415



### EDUCATED

College  
Graduates: 42%



### WEALTHY

52% earn  
\$100,000 or more

## THE CITY

The City of Moorpark was incorporated in 1983 as a general law city and operates under the Council-Manager form of government. The Mayor, who is separately elected, serves a two-year term, and the four City Council members are elected by district and serve staggered four-year terms. Moorpark has been rated the 3rd Safest City in California for two years in a row by Safewise.com.



## QUALIFICATIONS

Any combination of experience and training that would likely provide the required knowledge and abilities may be qualifying. A typical way to obtain the knowledge and abilities would include:

- A minimum of six (6) years broad and extensive experience in public agency accounting and financial analysis, including at least three (3) years of administrative and management responsibility.
- Graduation from an accredited college or university with a Bachelor's degree in accounting, finance, business administration, or a closely related field is also required. A Master's degree in a related field is highly desirable.
- Certification as a Certified Public Accountant (CPA), Certified Government Finance Officer (CGFO) or Certified Government Finance Manager (CGFM) is highly desirable.



## THE POSITION

Under direction of the City Manager, the Finance Director will assume full responsibility for managing all activities and services of the Finance Department. This includes directing personnel and resources; developing, administering and evaluating projects and procedures to meet organizational needs and ensure smooth and efficient activities; directing the preparation and administration of the City's Annual Budget; directing and approving various personnel actions, including selection, promotion, performance evaluations and disciplinary actions; and perform other related duties as assigned.

## DUTIES

The Finance Department is comprised of 4 divisions: Finance, Purchasing, Emergency Management/Contract Risk Management/Solid Waste, and Information Systems. Including the Director of Finance, the department has 10 employees. General duties and responsibilities of the Director of Finance include but are not limited to:

- Plans and directs the preparation of the annual City budget, including the forecasting of revenues, expenditures, fund balances, and capital projects needs and the implementation of expense controls during the year.
- Oversees year-end accounting, including the preparation and reconciliation of year end closing financial statements and auditing processes.
- Directs the general accounting, payroll, accounts payable, accounts receivable, purchasing, and contracts administration programs; reviews monthly reports and actual activities to assess the City's financial position on a continuing basis.
- Evaluates City's revenues, reserves and cash flow from tax subventions, grants, transfers, business licenses, and other fees; makes short-term investments, monitors daily cash flow and maintains the City's investment portfolio, while advising the City Manager regarding important trends.
- Establishes Department goals, priorities and timelines for completion of projects and assignments; evaluates department and staff performance in conformance with established objectives.
- Manages the Purchasing Division, develops and implements purchasing policies and ordinances, and directs coordination of bid processes and fixed assets.
- Oversees the Solid Waste and Recycling Division, plans and implements solid waste collection, waste reduction, and recycling programs and monitors compliance with the City's Solid Waste Ordinance.
- Manages the Emergency Management Division; and coordinates disaster preparedness and response, emergency related grant funding, emergency planning, and training and public education.

## IDEAL CANDIDATE

The ideal candidate for the Finance Director position is a professional with the highest level of integrity, outstanding judgment, leadership and accountability skills. The Finance Director will be collaborative, inclusive, tech savvy, committed to exceptional customer service, and able to motivate and maximize the skills of staff. The ideal candidate will also need to be energetic, self-confident, and have an open, approachable management style.

The candidate will possess strength of character and depth of knowledge to inspire and lead the Finance Department's talented, dedicated staff. The candidate will be a key member of the Executive Management Team, provide financial advice to the City Manager and City Council, maintain fiscal stability, administer the payroll, and safeguard the assets of the City. The City of Moorpark has tremendous stability throughout the organization. Troy Brown is the City's second ever City Manager and not only leads the organization, but is the ICMA President.

The City is looking for someone with a wealth of experience in accounting and running City investment portfolios, who has the willingness to bring a hands-on approach to the department. Experience working in dissolution of redevelopment agency, landscape maintenance funding, and comprehensive fee studies is highly desired. Experience working with Incode financial system also a plus.

## APPLICATION AND SELECTION PROCESS

First Review Date | February 18, 2022

To apply for this exciting career opportunity, please send a compelling cover letter and your detailed resume electronically to [bob@bobhallandassociates.com](mailto:bob@bobhallandassociates.com).



Please contact Bob Hall at (714) 309-9104 should you have any questions regarding this position or the recruitment process.

Application materials will be screened in relation to the criteria described in this brochure. Candidates deemed to be the most highly qualified will be invited to participate in the selection process. The selection process will include phone interviews with the most qualified candidates, panel interview, and final interview with the City Manager. Appointment is subject to completion of a thorough background and reference checks, and pre-employment medical exam.

## BENEFITS

- **Annual salary range:** \$135,636.80 - \$182,395.20 with a 2% COLA increase effective the first pay period in July 2022.
- **Insurance:** The medical insurance is through CalPERS and paid by the City at 100% of the PERS Platinum insurance Preferred Provider Organization (PPO) plan family rate. An employee may convert up to a maximum of \$300 per month of the medical insurance allowance to cash out or deposit in deferred compensation each month if not used for medical insurance cost. Dental and vision for employee and dependents are 100% paid by the City.
- **Short and Long-Term Disability:** City-paid coverage.
- **Life Insurance:** \$150,000 term life insurance fully paid by the City.
- **Retirement Benefits:** The City participates in the California Public Employees Retirement System (CalPERS) providing retirement benefits to eligible employees. For Miscellaneous Classic employees (employees hired before 1/1/13) with a 2% @ 55 formula and no required employee contribution; the City contributes 7% of base salary for employees' CalPERS contribution. "New" members "PEPRA" (employees hired after 12/31/12) with a 2% @ 62 formula have an employee contribution to CalPERS of 6.75% of base salary.
- **Deferred Compensation Saving Plan:** 2.5% of gross base salary is paid by the City.
- **Leave:** Annual leave (vacation, personal and sick time hours) is accrued based on years of service. The City observes 11 ½ days paid legal holiday each calendar year.
- **Car Allowance:** \$310 per month.
- **Cell Phone Allowance:** \$70 per month.







*The City of*  
**LAGUNA HILLS**  
*California*



*invites applications for the position of*

**CITY MANAGER**

## WHERE WE'VE BEEN...

Laguna Hills is built on one of the major land grants developed during the Rancho Era. Following Mexico's independence from Spain in 1821, those who had served in the government or who had friends in authority, were given vast lands for cattle grazing. Rancho Lomas de Santiago, Rancho San Joaquin, and Rancho Niguel covered much of the western portion of the Saddleback Valley. In 1842, Don Juan Avila was granted the 13,000 Rancho Niguel on which Laguna Hills is located.

In 1874, Lewis Moulton travelled from Boston to California and worked the land learning the trade of sheep herding. He began the Moulton Ranch by leasing Rancho Niguel. After purchasing it in 1895, he increased the original grant to 22,000 acres. Moulton and his partner, Jean Pierre Daguerre, used the ranch for dry farming and to raise sheep and cattle. The Moulton Ranch was eventually subdivided in the early 1960's, part of which is recognized as Laguna Hills.

Incorporation efforts began in 1987 and on March 5, 1991, the goal of incorporation was finally achieved with 86% of the residents voting in favor of forming the City of Laguna Hills. On December 20, 1991, Laguna Hills officially became a City.

On November 14, 1995, the City Council approved annexation of the North Laguna Hills area, which became part of the incorporated City on July 1, 1996.

On September 18, 2000, with the overwhelming support from the 1,800 residents, the "Westside" annexation area officially became part of the incorporated City. The annexation added 149 acres of residential land, which includes the Aliso Viejo Community Association's Sheep Hills Park.

## WHERE WE'RE GOING...

Laguna Hills is a great community, a great place to live, and an excellent place to start or relocate a business. While residents value this small-town atmosphere they also enjoy the big city amenities the City has to offer.

The City's shopping and employment destinations provide for a strong and sound economy, further strengthening the City's quality of life. The City features streets lined with well-manicured homes, low crime rates, award-winning school districts, and an ethnically diverse population where over 45% of residents hold a Bachelor's degree or higher and households have an average income level of 23% above the state average.

The guiding themes of the City establish the vision and direction Laguna Hills foresees and they include:

- A City prepared for the future
- Focused revitalization in commercial centers
- Efficient transportation system
- Strong community identity
- Healthy and supportive community for families and people of all ages.

## THE CITY



The City of Laguna Hills, has approximately 6.6 square miles of land in its corporate boundary and is now home to 31,508 people.

The majority of the area in the City has a distinctive residential character. Yet, the City has a commercial base in its northern part. This commercial area or "urban village," is anchored by the Village at Laguna Hills, the Oakbrook Village Shopping Center, and Saddleback Memorial Hospital. It includes retail, restaurant, professional office, and medical related building space. The Village at Laguna Hills is looking to build 1500 apartments, including retail space, and a hotel, which has been set for Council approval in February 2022.



The City of Laguna Hills is a General Law City that operates under the Council/Manager form

of government. The voters elect five fellow citizens to the City Council for overlapping four-year terms. The Council, in turn, selects one of its members to serve as Mayor for a one-year term. In November 2022, there will be four council seats up for election. The City is financially stable with a \$45.5 million biennial budget where ongoing revenues meet ongoing expenses with a small surplus. In addition, the City has a \$90 million seven-year CIP budget. Many City services are delivered through long- and short-term contracts including police and fire.



## THE POSITION

The City Manager oversees 26 full-time employees, with a five-member executive team including two Deputy City Managers, a Finance Manager, and Assistant City Manager/Public Services Director. Under policy direction, the City Manager plans, organizes, and provides administrative direction and oversight for all City functions and activities; provides policy guidance and program evaluation to the City Council and management staff; encourages and facilitates the provision of services to City residents and businesses; fosters cooperative working relationships with State and local intergovernmental and regulatory agencies and various public and private groups; pursues appropriate avenues of economic and community development, and performs related work as required.

## EDUCATION

Equivalent to graduation from an accredited four-year college or university with major coursework in public or business administration, public policy, finance, or a related field. Ten (10) years of management or administrative experience in a public agency setting as a City Manager, Assistant City Manager, or in a related administrative/managerial capacity involving responsibility for planning, organization, and implementation, including six (6) years of management or supervisory experience. An equivalent to a Master's Degree in Public or Business Administration is highly desired.



## DUTIES

- Plans, organizes, and administers operations of the City; coordinates and evaluates the work of the City in accordance with applicable laws, codes, regulations and adopted policies and objectives of the City Council.
- Oversees the preparation of the annual budget for the City; authorizes budget transfers, expenditures, and purchases; provides information regarding the financial condition and needs to the City Council.
- Advises the City Council on issues, programs, and financial status; prepares and recommends plans for City service provision, capital improvements, and funding; directs the development of proposals for action regarding City needs.
- Oversees the administration, construction, use, and maintenance of all City facilities and equipment.
- Represents the City and the Council in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the City government.
- Provides for contract services and franchise agreements; ensures proper performance of obligations to the City; has responsibility for enforcement of all City codes, ordinances, and regulations.
- Oversees the selection, training, professional development, and work performance of City staff; oversees the implementation of effective employee relations programs; provides policy guidance and interpretation to staff; serves as the hearing officer for grievances and discipline hearings.
- Ensures that the Council is kept informed of City functions and activities, as well as legal, social, and economic issues affecting City activities.
- Monitors changes in laws, regulations, and technology that may affect City operations; implements policy and procedural changes as required.
- Responds to the most complex, difficult, and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.

## IDEAL CANDIDATE

The City of Laguna Hills is seeking a strong leader and experienced manager to provide effective leadership while coordinating the activities of a municipal organization. The ideal candidate will be a strategic visionary with an innovative mindset who can take a creative approach to solving problems and managing the long-term goals of the City. Ideally, the right candidate will be an excellent generalist and have a proven track record of delivering results.

The ideal candidate will place an emphasis on communication throughout the organization and community. The ideal candidate will also need to be energetic, self-confident, and have an open, approachable management style. The successful candidate will be a diplomatic yet strong leader. They will be able to collaborate effectively with council and staff, will stand behind their decisions, and be transparent and thorough in their communications.

The City is eager for a City Manager with the ability to propose and implement ideas for increasing city revenues without increasing taxes. The candidate will demonstrate a strong understanding of municipal management in the State of California and an in-depth understanding of the City's financial situation and the path forward. Experience in economic development and community services is a plus.

As Laguna Hills continues its upward trajectory, a passionate leader is needed to help the City realize its full potential. The future City Manager will value all the City has to offer, recognize needs of improvement, and take decisive action to meet the goals of the City Council. A collaborative, experienced, and ethical leader will excel in this role.

## APPLICATION AND SELECTION PROCESS

**First Review Date | February 25, 2022**

To apply for this exciting career opportunity, please send a compelling cover letter and your detailed resume electronically to [bob@bobhallandassociates.com](mailto:bob@bobhallandassociates.com).



Please contact Bob Hall at (714) 309-9104 should you have any questions regarding this position or the recruitment process.

Application materials will be screened in relation to the criteria described in this brochure. Candidates deemed to be the most highly qualified will be invited to participate in the selection process. The selection process will include phone interviews with the most qualified candidates and final interviews with the City Council. Appointment is subject to completion of a thorough background and reference checks, and pre-employment medical exam.

## BENEFITS

- **Salary** range for the position is \$260,000-\$280,000 depending on qualifications.
- **Insurance** - The City contributes the following towards medical premiums: employee only - \$822.65; employee + one - \$1,637.58; employee + family - \$2,126.94. The City pays 100% of dental and vision insurances for the employee and dependents. The City pays 100% of the premium for group life (100% of employee's salary) and short- and long-term disability insurances.
- **Retirement Benefits** - The City is a member of CalPERS with a 2% @ 60 formula and one-year final compensation, post-retirement survivor allowance, and pre-retirement survivor allowance. This defined benefit plan is supplemented with a 401A defined contribution plan administered by PARS in which the City contributes 7% of the employee's base salary on a bi-weekly basis. After ten years of employment, the City cashes out all unused sick leave in excess of 160 hours and deposits it into a Retiree Health Savings Plan for the employee. Thereafter, the City annually deposits into the employee's Health Savings Plan \$5,000 and the cash value of all accrued sick leave in excess of 160 hours.
- **Leave** - Three weeks of vacation in each of the first three years and four weeks annually thereafter. The City also offers 108 paid holiday hours and 96 hours of sick leave annually.
- **Vehicle and Technology Allowance**



PROPOSAL

# West Valley Water District

Executive Recruitment Services for  
Chief Financial Officer

Due Date: April 11, 2022

5:00 PM PST

SUBMITTED BY:

MELISSA ASHER

*Sr. Practice Leader, Products and Services*

CPS HR Consulting  
2450 Del Paso Road, Suite 220  
Sacramento, CA 95834  
P: 916-471-3358  
masher@cpshr.us  
Tax ID: 68-0067209

[www.cpshr.us](http://www.cpshr.us)



Your Path to Performance



April 11, 2022

West Valley Water District  
855 W. Base Line Road  
Rialto, CA 92376

***Submitted via PlanetBids Portal***

**Subject: Executive Recruitment for Chief Financial Officer**

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the West Valley Water District (District) with the recruitment of a new Chief Financial Officer. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the District to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact me at [masher@cpsr.us](mailto:masher@cpsr.us) or (916) 471-3358.**

Sincerely,

A handwritten signature in blue ink that reads "Melissa Asher".

Melissa Asher  
Senior Practice Leader, Products and Services

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## Executive Summary

Our response to the West Valley Water District's Request for Proposal includes the following: information about our qualifications and experience with work of a similar nature; references; information about our proposed consulting team; an introduction of our methodology and approach to providing executive recruitment services; and a detailed timeline.

**CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years.** We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a **Joint Powers Authority**, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

ORGANIZATION IDENTIFICATION INFORMATION	
Legal Name and DBA	Cooperative Personnel Services dba CPS HR Consulting
Main Office	<p><b>*Physical:</b> 2450 Del Paso Road, Suite 220, Sacramento, CA 95834</p> <p><b>Mailing:</b> 2450 Del Paso Road, Suite 160, Sacramento, CA 95834</p> <p><b>*Primary location from which services will be provided.</b></p>
Phone	Main: (800) 822-4277; FAX (916) 263-3613
Years in Business	Established 1985
Type of Organization	Joint Powers Authority (Public Agency)
State/County Registration #s	As a California JPA with federal income tax exemption under IRS Code Section 115, CPS HR is exempt from most Local and State taxes.
Federal Tax ID#/TIN/EIN	68-0067209
Dunn and Bradstreet	12-851-2480
Website	<a href="http://www.cpsshr.us">www.cpsshr.us</a>
POINTS OF CONTACT	
Proposal Contact	Melissa Asher, Senior Leader (916) 471-3358 masher@cpsshr.us



## Proposer's Qualifications

### Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through **more than 19 years** of placing top and mid-level executives in public agencies throughout the United States.

- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, currently more than 91% of our placements are still in their position after two years.
- **Partial list of recruitments.** Below is a brief listing of recent recruitments to show our experience with executive recruitments.

Agency	Title	Year Completed
Valley of the Moon Water District, CA	Finance Manager	Current
City of League City, TX	Finance Director	2021
First 5 Santa Clara County, CA	Deputy Chief of Finance	2021
First 5 Contra Costa, CA	Finance and Operations Director	2021
City of Oxnard, CA	Assistant Chief Financial Officer	2021
Alameda-Contra Costa Transit District, CA	Chief Financial Officer	2021
City of San Bernardino, CA	Director of Finance	2021
Galveston Island Park Board	Chief Financial Officer	2020
County of Oakland, CA	Management and Budget Director	2020
City of Vancouver, WA	Deputy Finance Director	2020
City of Millbrae, CA	Finance Director	2020
Utah Transit Authority, UT	Chief Financial Officer	2020

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Agency	Title	Year Completed
County of Marin – Health and Human Services, CA	Chief Fiscal Officer	2020
City of Banning, CA	Director of Administrative Services	2019
Orange County Fire Authority, CA	Finance Manager	2019
City of Garden Grove, CA	Finance Director	2019
Contra Costa County Employment and Human Services Department, CA	Chief Financial Officer	2019
City of McAllen, TX	Finance Director	2019
City of Missouri City, TX	Chief Financial Officer	2019
City of Oxnard, CA	Chief Financial Officer	2019

## Our Approach

### Key Stakeholder Involvement

The Executive Committee and the General Manager on behalf of the West Valley Water District must be intimately involved in the search for a new Chief Financial Officer. Our approach assumes their direct participation in key phases of the search process. At the discretion of the Executive Committee and the General Manager, other key stakeholders may also be invited to provide input for the development of the candidate profile.

### City's Needs

A critical first step in a successful executive search is for the Executive Committee and the General Manager to define the professional and personal qualities required of the Chief Financial Officer. CPS HR has developed a very effective process that will clarify the preferred future direction for the District; the specific challenges the District is likely to face in achieving this future direction; the working style and organizational climate the Executive Committee and the General Manager wishes to establish with the Chief Financial Officer; and ultimately, the professional and personal qualities required of the Chief Financial Officer.

### Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

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CPS HR's communication continues once you have selected the new Chief Financial Officer. We will contact the General Manager and the newly appointed Chief Financial Officer within six months of appointment to ensure an effective transition has occurred.

### **Aggressive, Proactive, and Robust Recruitment**

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates. We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

### **Diversity Outreach Process**

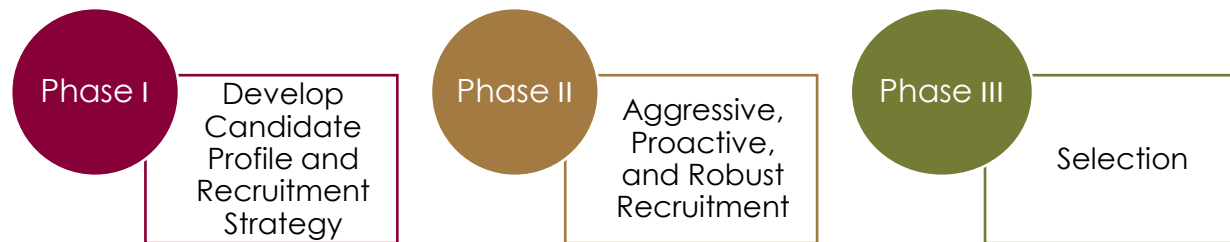
CPS HR strives to attract the most highly qualified, diverse candidate pool possible. We are pleased that our diligent efforts have resulted in more than 57% of our executive level placements being minority and/or female candidates within the past three years. Our City Manager search for the City of East Palo Alto is an excellent example of our diverse outreach process. The City's demographics are 6% White, 16% Black, 4% Asian, 7% Pacific Islander, 64% Hispanic, and 3% Other. It was a high priority of the Mayor and City Council to pursue and demonstrate a diverse outreach process.

We accomplished this by advertising with organizations like the National Forum for Black Public Administrators and the Local Government Hispanic Network in order to reach these specific population groups. We also sought candidate referrals from local subject matter experts and the national leadership of groups like Women Leading Government. By taking the time to directly contact these influential industry experts, we ensured that we captured the maximum number of distinguished candidates – particularly those who are well-known in their industries, but who may not be actively looking for a new job.

The result was an incredibly diverse finalist group and our successful placement was an experienced Hispanic candidate. The elected officials were quite pleased with the process and end result. In fact, one Councilmember mentioned that he had checked with neighboring communities behind the scenes regarding their recent recruitments and could confirm that our candidate pool was most impressive in comparison – likely in terms of quantity, quality, and diversity.

## Methodology and Scope of Work

Our proposed executive search process is designed to provide the District with the full range of services required to ensure the ultimate selection of a new Chief Financial Officer uniquely suited to the District's needs.



### Phase I:

- Meet with the Executive Committee and the General Manager and appropriate stakeholder(s) to gather information on the organization and to develop the specifications and ideal candidate profile for the new Position
- Coordinate with the Executive Committee and the General Manager on development of recruitment brochure for the Position's position; prepare brochure design.
- Complete recruitment brochure and post brochure on CPS HR website.

### Phase II:

- Conduct aggressive outreach by initiating contact with potential applicants and with referral sources (this includes e-mailing appropriate government management professionals from our database, conducting extensive outreach via LinkedIn, and contacting candidates from prior recruitments who may be interested and a good fit for the Position's position).
- Place ads in agreed upon on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy. Examples may include:

#### Advertising Sources

- |  |   |
|--|---|
| ● ICMA   | ● California Society of Municipal Finance Officers              |
| ● National League of Cities                          | ● Municipal Management Association Northern/Southern California |
| ● American Institute of Certified Public Accountants | ● California Society of Certified Public Accountants            |
| ● League of CA Cities (On-line)                      | ● CA Municipal Treasurers' Association                          |
| ● Association of Government Accountants              | ● Governmentjobs.com  |
| ● Government Finance Officers Association            | ● National Association of State Budget Officers                 |
| ● LinkedIn   | ● CFO Leadership Council  |
| ● Association for Financial Professionals            |   |

- Distribute brochure/job announcement

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- Receive all resumes and acknowledge receipt thereof
- Respond to inquiries from applicants and potential applicants
- Keep client posted on recruitment progress
- Review application materials and identify candidates for further consideration
- Conduct preliminary screening interviews
- Submit “Client Report” (includes resumes, summary of resumes, notes, overview)
- Meet with the Executive Committee and the General Manager to discuss the report and the results of the screening interviews in order for the Authority to identify an appropriate number to interview as finalists (or semi-finalists)
- Notify all applicants of status in the recruitment

**Phase III:**

- Prepare an assessment process for finalists in coordination with the District.
- Schedule candidates for participation in finalist assessment; send invitations to candidates and coordinate travel/accommodations.
- Prepare evaluation materials
- Facilitate finalist assessment process in coordination with the District.
- Conduct reference and background checks on top identified candidate(s) following assessment process.
- Assist the District in negotiation of terms of employment (if desired).

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## Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of new Chief Financial Officer can be completed in 12 to 14 weeks. The precise schedule will depend on the placement of advertising and the ability to schedule the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads		➤														
Aggressive Recruiting					➤											
Final Filing Date						➤										
Preliminary Screening							➤									
Present Leading Candidates								➤								
Semi-finalist Interviews										➤						
Reference/ Background Checks												➤				
Final Interviews												➤				
Appointment													➤			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

## **Our Executive Recruiting Team**

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Our executive recruitment team will work collectively to fulfill the District's needs in a timely and effective manner. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. No staff members will be removed or replaced without the prior written concurrence of the District.

Role/Project Assignment	Name	Phone	Email
Manager, Executive Recruitment	Pamela Derby	(916) 471-3126	pderby@cpshr.us
Senior Executive Recruiter	Andrew Nelson	(916) 471-3329	anelson@cpshr.us
Senior Executive Recruiter	Kylie Wilson	(916) 471-3325	kwilson@cpshr.us
Senior Executive Recruiter	Paula Adams	(916) 471-3350	padams@cpshr.us
Executive Recruiter	Joanne Peterson	(916) 471-3359	jpeterson@cpshr.us
Executive Recruiter	David Niemeyer	(916) 263-1401	dniemeyer@cpshr.us
Associate Executive Recruiter	Fatima Nukic	(916) 471-3308	fnukic@cpshr.us
Associate Executive Recruiter	Rachael Danke	(916) 263-1401	rdanke@cpshr.us

### Team Resumes

#### **Pamela H. Derby, Manager, Executive Recruitment**

Since joining CPS HR Consulting in 2003, Pam Derby has conducted a wide range of recruitments for county, city, special district and association executives including city attorney, executive director, general manager, city manager, assistant and deputy city manager, police chief, community and economic development director, human resource director, finance director, city administrator, registrar of voters, library director, and director of information technology in addition to specialized support positions.

Prior to joining CPS HR, Ms. Derby served as the Aide to the Yuba County Board of Supervisors serving as the Board's liaison to County Department Heads, the community, and the media. This experience provided her with a unique perspective into the special circumstances that exist in a Board/Council-Manager relationship and a keen awareness of the inner workings of local government. She is sensitive to balance the wants of the community with the needs of the client so as to tailor a recruitment process that reaches out to the most appropriate candidates and ensures a diverse group of individuals from which to make a selection. She has successfully employed these techniques in jurisdictions ranging from under 10,000 to 10 million. Moreover, she employs a firmly-held personal philosophy that candidates must be treated with the same respect and careful consideration as her client.

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Prior to her local government service, Ms. Derby served in the private sector and with several non-profit lobbying associations. She was responsible for the management of several large consumer groups.

### **Employment History**

- Senior Executive Recruiter, CPS HR Consulting
- Professional Management Consultant, CPS HR Consulting
- Administrative Technician, CPS HR Consulting
- Aide to the Board of Supervisors, Yuba County, CA
- Special Cases Manager, Consumer Relations, The Money Store, CA
- Supervisor, Trailing Documents, The Money Store, CA
- Executive Assistant, Randlett Associates, CA

### **Education**

- California State University, Chico, major course emphasis – Physical Education/English

### **Andrew Nelson, Senior Executive Recruiter**

Andrew Nelson brings an extensive background in government service to his role as Executive Recruiter at CPS HR Consulting through city administration, transportation planning, and court management as well as professional recruiter training from the U.S. military.

Mr. Nelson has significant experience with recruitments of professional and management positions for the public sector. Prior to joining CPS HR Consulting, Mr. Nelson served as City Administrator for the City of Kemmerer, WY and as director of the Casper Area Metropolitan Planning Organization, where he served as an advisory board member to the Casper/Natrona County International Airport. He also managed a small general aviation airport in Wyoming. This hands-on experience gives Mr. Nelson perspective to the mindset and needs of senior public officials recruiting open positions.

Additionally, Mr. Nelson currently serves the United States Coast Guard as an Auxiliary Recruiter. He received formal training in recruitment, including sales, marketing, and interviewing skills at the Coast Guard Training Center Cape May (New Jersey) and has received an Auxiliary Commandant Letter of Commendation and three Coast Guard Meritorious Team Commendations as a direct result of his recruiting efforts.

Mr. Nelson volunteers locally in the Las Vegas community as a career mentor for student members of the Association of Latino Professionals for America (ALPFA).

### **Employment History**

- Senior Executive Recruiter, CPS HR Consulting
- Executive Recruiter, CPS HR Consulting
- Military Recruiter, United States Coast Guard Auxiliary
- Chief Administrative Officer, Kemmerer, Wyoming



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- Transportation Program Manager, Casper Area Metropolitan Planning Organization, Casper, Wyoming

### **Education**

- Master of Public Administration, Brigham Young University, Provo, Utah
- B.A. Political Science, Brigham Young University, Provo, Utah

### **Kylie Wilson, Senior Executive Recruiter**

Kylie Wilson has over twenty-five years of professional and management experience in the public sector. Ms. Wilson has worked directly with local government organizations and associations, predominately human resources personnel, city management, parks and recreation, project management, employee development, executive recruitment, strategic planning, and other client needs.

Ms. Wilson has conducted numerous executive recruitments for all types of organizations for General Manager/City Management, Chief Information Officers, Chief Financial Officers, City Auditors, City Clerks, Directors for various departments, along with numerous other manager level positions. She has worked in several impactful management roles for municipal government entities in Texas to include the City of Baytown, the City of Missouri City, the City of Georgetown, and the City of League City. She also previously worked for Strategic Government Resources (SGR) overseeing member relations, leadership conferences, job board vacancies, live training and workshops, and online learning management system (LMS) opportunities.

She has a passion for public service and a strong skill set for being mission driven and results oriented, while always maintaining an optimistic and engaging demeanor. Ms. Wilson also provided management and oversight to key programs, projects and processes by evaluating City operations and making recommendations to improve operational implementation of a strategic plan, to include short-term and long-term goals and objectives, for City operations, and identifying opportunities for improving methods and procedures.

### **Employment History**

- Executive Recruiter, CPS HR Consulting
- Assistant to the City Manager, City of League City – City Administration
- Collaboration Manager, Strategic Government Resources (SGR)
- Assistant Director, City of Baytown – Parks & Recreation

### **Education**

- Masters in Business Administration (MBA), Bellevue University
- Bachelor of Science Sports Management, Texas A&M University
- Certified Executive Coach, Bellevue University
- Certified Leader & Manager, University of Houston

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### **Paula Adams, Senior Executive Recruiter**

Paula Adams brings over 25 years of public sector Human Resources experience with extensive managerial assignments as Human Resources Director and Director of Airports Administration with the City of Los Angeles. Ms. Adams is well known for thinking strategically, contributing a constructive point of view, dissecting organizational barriers and applying active listening. Ms. Adams has been a leader on a few strategic planning design teams and held a leadership role with organizational cultural shifting to foster diversity and inclusion in the workplace.

For 21 years, Ms. Adams had a leadership role for Los Angeles World Airports (LAWA), one of the largest airport complexes in the world. As an established and credible leader with Human Resources – Ms. Adams led recruitments for Deputy Executive Director, Assistant Airport Police Chief, Airport Police Chief, and Chief Financial Officer at LAWA.

Ms. Adams holds a Master of Public Administration from CSU Dominguez Hills and a Certificate in Corporate Litigation from UCLA Extension and serves on the Board of Directors of the Western Region International Public Management Association for Human Resources (WRIPMA) and is the 2021-2022 WRIPMA President.

#### **Employment History**

- Senior Executive Recruiter, CPS HR Consulting
- Director of Airport Administration, LAWA, CA
- Human Resources Director, LAWA, CA
- Employee Relations Manager, LAWA, CA

#### **Education**

- Master of Public Administration, California State University Dominguez Hills, Carson, CA

### **Joanne Peterson, Executive Recruiter**

Joanne Peterson is a proven visionary and leader in supporting and sustaining a healthy workplace culture. Ms. Peterson has over twenty-five years of direct experience in the public sector. She has worked with local government organizations and associations, predominately in human resource management, County management, and metropolitan transportation authority among others.

Prior to joining CPS HR Consulting she served as the Chief Human Capital & Development Officer for the Los Angeles County Metropolitan Transportation Authority. In this role, she served as department chief leading a staff of HR professionals that is comprised of eight operating units, including Talent Acquisition (recruitment, selection hiring, compensation & classification and employee on-boarding), Strategic Workforce Planning (short/long term workforce projects, succession planning, and veteran outreach), Employee Relations and Talent Development (employee readiness and employee advancement), Labor Relations, Pension and Benefits and General Services. She has built world-class workforce programs with a focus on change management, leadership development and strategic planning. The hallmark of her career has been to develop our future leaders while building strategic workforce plans.

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## Employment History

- Executive Recruiter, CPS HR Consulting
- Chief Human Capital and Development Officer, Los Angeles County Metropolitan Transportation Authority, CA
- Director of Human Resources, County of Marin, CA
- Director of Utility Operations Center, Seattle Public Utilities, WA
- Director of Human Resources, Seattle Public Utilities, WA
- Workshop Lecturer and Instructor, University of Washington, WA

## Education

- Master of Public Administration (MPA) - Evans School of Public Affairs, University of Washington, Seattle
- Associate Degree, Occupational Therapy – Lake Superior College, Duluth, Minnesota
- Professional in Human Resources (PHR) – SHRM
- Executive Leadership Certificate from Harvard University, Cambridge, Massachusetts
- Coaching Certification from the Hudson Institute of Coaching, Santa Barbara, California
- Certification in Strategic Leadership from Dominican University of California, San Rafael, California
- Leadership Tomorrow Program, San Rafael Chamber of Commerce
- Labor Relations Academy Masters Series – CALPELRA
- Incident Command System, 400-level certification – MINS Training

## David J. Niemeyer, Executive Recruiter

David Niemeyer brings 38 years of local government management experience including managing 7 communities in the suburban Chicago area. He brings an extensive practitioner's experience in government services to the CPS HR Executive Recruitment team through his roles as Village Manager, City Manager, Village Administrator, and City Administrator/Assistant to the Mayor all in the state of Illinois. Human resources and senior executive recruitment are areas that he excels in and thoroughly enjoys.

Mr. Niemeyer led recruitments for over 15 department head vacancies as well as numerous other management positions. This included preparing recruitment profiles and brochures, screening candidates and creating a list of top candidates for the elected officials, developing interview questions, managing assessment centers, conducting background checks, and negotiating employment offers. His most recent large recruitment was for the police chief of Tinley Park which included a day long assessment center.

He recently retired as the village manager for the Village of Tinley Park, where he oversaw redevelopment of the downtown and two aging retail centers, as well as establishing a new music brand to promote tourism and development in the community. He also was the village manager of Oak Brook, a well-known retail destination area and home to several corporate headquarters, where he undertook a major reorganization of the staff that reduced the village's annual operating budget about 10% and established a new management performance evaluation system.

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David has a reputation as an ethical, engaged, collaborative leader, who has excellent communication and listening skills. He has a calm, focused disposition and has worked with vocal and diverse elected boards and residents to develop a consensus on controversial issues.

Additionally, he has worked in a variety of different communities in terms of wealth, demographic, political stability, culture and differing goals. A candidate that is successful in one community may not be successful in other, and so it is important that a recruiter understands the importance of candidate fit in an organization. Mr. Niemeyer's experience in diverse communities will help in screening candidates that are a good match for an organization.

### **Employment History**

- Village Manager, Village of Tinley Park, IL
- Village Manager, Village of Oak Brook, IL
- Village Manager, Village of Homewood, IL
- City Manager, City of Des Plaines, IL
- Village Manager, Village of Richton Park, IL
- Village Administrator, Village of Orland Hills, IL
- City Administrator/Assistant to the Mayor, City of Harvard, IL

### **Education**

- Masters in Public Administration, Northern Illinois University, DeKalb, IL 1985
- Bachelor of Science in Political Science, Northern Illinois University, 1983
- Minors: International Relations, Journalism
- ICMA Credentialed Manager and member of ICMA International Committee

### **Fatima Nukic, Associate Executive Recruiter**

Fatima Nukic has over ten years of professional experience in the public sector. She has assistant on a wide range of recruitments for county, city, special district, and association executives including executive director, city attorney, police chief, human resources director, finance director, health and human services director, risk manager, environmental resources director, to name a few. Ms. Nukic is an action-oriented and results-driven leader who thrives on finding new ways to promote recruitments and finding ideal candidates. She brings an extensive background in promoting, sourcing, and social media marketing to her role as an Associate Executive Recruiter at CPS HR Consulting.

### **Employment History**

- Associate Executive Recruiter, CPS HR Consulting
- Executive Search Technician, CPS HR Consulting
- Office Manager/HR, DMD Express

*Proposal to West Valley Water District  
Executive Recruitment for Chief Financial Officer*

- Guest Representative, The Mirage Hotel and Casino
- Department Manager, Albertsons

### **Education**

- Project Management Certificate-CSUS College of Continuing Education
- Bachelor of Science in Business Administration-University of Nevada, Las Vegas
- Bachelor of Arts, German Studies-University of Nevada, Las Vegas

### **Rachael Danke, Associate Executive Recruiter**

Rachael Danke has spent her entire career in the non-profit and public sectors. With over five years of experience in Human Resources, Rachael has assisted multiple agencies throughout the nation with their talent attraction and retention needs. Rachael has experience recruiting for roles such as Chief of Police, Director of Public Works, Director of Human Resources, Executive Director, and other executive roles for Counties, Cities, and Special Districts. She is currently finishing her Masters Degree in Human Resources at Pepperdine University and is excited to continue to attract new talent to the public sector using innovative techniques such as Virtual Career Fairs and talent engagement.

### **Employment History**

- Associate Executive Recruiter, CPS HR Consulting, Sacramento, CA
- HR Consultant, CPS HR Consulting, Sacramento, CA
- Human Resources Technician, El Dorado County, Placerville, CA
- Registry Training Specialist, El Dorado County, Placerville, CA
- Program Coordinator, American Red Cross, Reno, NV

### **Education**

- B.A., Honors Psychology, University of Waterloo
- M.S. Human Resources Management, Pepperdine University (*in progress*)

*Proposal to West Valley Water District  
Executive Recruitment for Chief Financial Officer*

## References

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT/POSITIONS	CONTACT(S)
<b>First 5 Santa Clara County</b> 4000 Moorpark Avenue, Suite 200 San Jose, CA 95117  Deputy Chief of Finance (2021)	Tyson Jue, Chief Operating Officer (408) 260-3768 Tyson@FIRST5KIDS.ORG
<b>Marin County</b> 3501 Civic Center Dr. San Rafael, CA 94903  Multiple recruitments (2019 – present)	Diane Ooms, Principal HR Analyst (415) 473-3045 dooms@marincounty.org
<b>Contra Costa County</b> 1025 Escobar Street, 2nd Fl Martinez, CA 94553  Chief Financial Officer (2020) & multiple other recruitments (2019-present)	Tina Pruett, Human Resources Manager (925) 655-2179 Tina.pruett@hrd.cccounty.us
<b>Alderwood Water &amp; Wastewater District</b> 3626 156 <sup>th</sup> Street Lynnwood, WA 98087  Finance Director (2020)	Camille Gatza, Human Resources Manager (425) 741-7933 Cgatza@awwd.com

## Professional Fees and Guarantee

### Professional Services

Our professional fixed fee covers all CPS HR services and deliverables associated with **Phases I, II, and III** of the recruitment process.

Travel expenses for candidates who are invited forward in the interview process are not included. However, should the District desire CPS HR's Travel Team to assist with these arrangements, we are happy to do so. This might require an amount be added to our contract.

Professional Fixed Fee*	
Professional Services for Full Recruitment (Fixed Flat Fee)	\$25,000

\*Professional fees would be billed and paid monthly.

### One-Year Service Guarantee

If the employment of the candidate selected and appointed by the District as a result of a full executive recruitment (*Phases I, II, and III*) comes to an end before the completion of the first year of service, CPS HR will provide the District with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The District would be responsible only for expenses such as re-advertising, consultant travel, additional background checks, etc. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

## Acknowledgement of Agreement and Statement of Exceptions

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CPS HR's Contracts Manager has reviewed the Standard Professional Services Agreement information included with the RFP. We can accept the terms and conditions set forth in it with two minor notations in which we respectfully request and hope the District is amenable to discussion of this language during contract negotiations.

1. CPS HR does not own any autos.
2. Our self-insured retention is \$50,000.



*We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the West Valley Water District in this important endeavor.*





# WEST VALLEY WATER DISTRICT

## RFP PROPOSAL

CHIEF FINANCIAL OFFICER  
04/11/2022

### SUBMITTED BY:

THE HAWKINS COMPANY

Bill Hawkins, President

Yonnine Hawkins, Vice President

310-348-8800

bill@thehawkinscompany.com

www.thehawkinscompany.com

*Executive Search Consultants  
Connecting Leaders; Affecting Change*



April 11, 2022

**CONFIDENTIAL**

Executive Committee  
General Manager  
West Valley Water District (WVWD)  
855 West Line Road  
Rialto, California 92376

Dear Executive Committee Members & General Manager:

We are extremely pleased to present our Request for Qualifications (RFQ) in conjunction with the WVWD's need to recruit a Chief Financial Officer. We are pleased to submit the following proposal which outlines the services we provide and includes a tentative timeline and our fees. We have reviewed all the terms and conditions associated with working with WVWD and are fully prepared to meet all conditions as outlined in the RFQ and Standard Professional Services Agreement.

We confirm the receipt of all addenda issued to this RFQ. Copies of the actual addenda are not included in this proposal.

**BACKGROUND AND EXPERIENCE**

*The Hawkins Company* is a full-service executive search firm with operations in Southern and Northern California. Established in 1984, the firm has conducted over 800 executive searches for public, private, and nonprofit sector clients. One of our core areas of expertise is working with water agencies and utilities to recruit their senior leadership.

We are pleased with our ability to assemble teams of consultants with specific expertise and skills that contribute to the delivery of outstanding recruitment services. The team's objective is to clearly understand client needs and candidate competencies required to ensure that we identify and recruit "best in class" professionals. As a result, we are often requested to assist clients with their most difficult and challenging recruitments. Our experience allows us to maintain strong relationships with top level governmental, non-profit, education and private sector executives in most functional and geographical areas who serve as resources to us throughout the search process. We are experts in recruiting "best in class" executives and maintain a thirty-seven year placement rate of 90%.

*The Hawkins Company* has a solid footprint in recruiting top level change agents and highly skilled transformational leaders. The majority of our recruitments are national, and we have worked in most areas of the country, which has afforded us an opportunity to develop a large database of candidates and sources of candidates from throughout the United States. In addition to our national candidate reach, we have worked for or represented large-complex organizations in all sectors. *The Hawkins Company* is confident in our ability to draft an effective recruitment strategy and work collaboratively with the Executive Committee and General Manager to ensure a successful Chief Financial Officer (CFO) recruitment.

Our ability to think and operate creatively and work collaboratively with our client partners is a hallmark of our expertise and what we do. Finally, our willingness to deploy adequate staff resources will result in a timely, thorough and successful executive recruitment of a new CFO for WVWD.

## **FINANCE SEARCH ASSIGNMENTS**

*The Hawkins Company* is pleased with our track record of successfully assisting public, private and nonprofit organizations recruit top level financial executives. Our team has represented a variety of public agencies and we possess substantial experience placing senior financial executives.

Below is a partial list of relevant CFO searches our staff has conducted:

<b><u>CLIENT</u></b>	<b><u>SEARCH</u></b>
City of Compton, CA	-City Controller (CFO)
City of Fillmore, CA	-Finance Director
City of Huntington Beach	-Chief Financial Officer
City of Oakland, CA	-Assistant City Administrator (CFO)
City of Richmond, VA	-Finance Director -Assistant Chief Administrative Officer, Finance & Administration
City of Vernon, CA	-Director of Finance, CFO
Port of Los Angeles, CA	-Chief Financial Officer
Port of Portland	-Chief Financial Officer
Los Angeles County Metropolitan Water District	-Chief Financial Officer -Assistant CFO
Compton Unified School District Sunline Transit	-Interim Chief Business Officer/CFO -Director of Finance
Santa Clara Valley Water District	-CFO
San Francisco International Airport	-CFO
Dallas Area Rapid Transit (DART)	-SVP Chief Financial Officer
Salem Area Mass Transit District	-CFO
Vallejo Flood & Wastewater District	-Director of Finance (CFO)
Los Angeles Gay & Lesbian Center	-Chief Financial Officer
Faithful Central Bible Church	-Chief Financial Officer

8939 S. Sepulveda Blvd, #110-216 • Los Angeles, California 90045 • (310) 348-8800  
11040 Bollinger Canyon Road, Suite E-216 • San Ramon, California 94582

*Executive Search Consultants  
Connecting Leaders; Affecting Change*

### **PUBLIC SECTOR CLIENTS: (PARTIAL LISTING OF PUBLIC SECTOR CLIENTS)**

City of Bellevue, Washington	City of Benicia
City of Baltimore	City of Bellevue, WA
City of Carson	City of Citrus Heights
City of Compton	City of Inglewood
City of Kansas City, Missouri	City of Long Beach
City of Los Angeles	City of Lynwood
City of Oakland	City of Oceanside
City of Pasadena	City of Richmond, California
City of Richmond, Virginia	City of Sacramento
City of San Diego	City and County of San Francisco
City of San Jose	City of Seattle
City of Santa Monica	City of San Bruno
County of Alameda	County of Contra Costa
Contra Costa Water District	Las Vegas Valley Water District
County of San Diego	Atlanta-Fulton County
Brooklyn Public Library	Dallas Area Rapid Transit District Authority
East Bay Municipal Utility District	Las Vegas Housing Authority
Las Vegas Valley Water District	Long Beach Water Department
LA County Transportation Commission	Metropolitan Water District of Southern California
Village of Oak Park, IL	City of College Park

### **DIVERSITY RECRUITING**

As a minority-owned business, *The Hawkins Company* takes pride in its record of promoting diversity. The firm was listed in *The Wall Street Journal* as one of twenty search firms nationally that focus on cultural diversity recruiting. Members of the firm are often quoted by major publications regarding minority-hiring practices. Over seventy-percent (70%) of the firm's placements during the past three years have been people of color and/or women. *The Hawkins Company's* recruitment team and national contacts allow for the successful identification and recruitment of highly qualified minority and female candidates. In addition, seventy-five percent (75%) of our recruitments are nationwide.

*The Hawkins Company* operates under Equal Opportunity Employment, Americans With Disabilities, and Affirmative Action guidelines in conducting executive search assignments and in contracting.

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## **PROJECT MANAGEMENT AND STAFFING**

Our team of consultants consists of William Hawkins, Yonnine Hawkins Garr, Todd Hawkins, Adrienne Montgomery, and Tisa Jones. The team has over fifty (50) years of combined experience in researching and conducting national executive searches. They have handled assignments from routine to highly confidential and complex recruitments in both the private and public sectors, with a consistent commitment to service, professionalism, and positive results. Yonnine Hawkins Garr will serve as the lead recruiter and project manager on this engagement.

### **Williams D. Hawkins President**

Bill Hawkins is President/CEO and Founder of *The Hawkins Company*. An industry pioneer in diversity recruiting at senior corporate levels, Mr. Hawkins has over thirty (30) years of executive search experience. During his search career, he has conducted and/or participated in over 1,200 searches for CEO's, COO's and other officers, directors, senior managers, and professional staff in the private, public, educational, and non-profit sectors. Mr. Hawkins has been instrumental in hundreds of placements, seventy percent (70%) of which have been executives of color and women.

Early in his career, Mr. Hawkins worked for the National Economic Management Association, a small business consulting firm concentrating on minority economic development, where he rose to the position of Senior Vice President. Prior to launching *The Hawkins Company* in 1984, Mr. Hawkins spent eight (8) years as a senior member of the world's largest executive search firm, Korn Ferry International. Nurtured in this multi-specialty, multi-national environment, Mr. Hawkins developed specialty-recruiting expertise in financial services, real estate, and entertainment, which has allowed his commitment to diversity and equity in the workplace to cut a wide swath through many industries.

A graduate of Howard University, Mr. Hawkins has spoken extensively on recruiting and human resources issues all over the country and has counseled leaders in both industry and government on career transitioning and talent management. He holds memberships in numerous community, business, and professional organizations.

### **Yonnine Hawkins Garr Vice President**

Affiliated with *The Hawkins Company* since 2013, Yonnine Hawkins Garr serves as a Vice President for the firm. Ms. Garr began her career in the mortgage banking and finance industry, becoming a skilled real estate commercial and residential lender, eventually working in real estate development, construction, as well as real estate asset management. Her background makes Ms. Garr uniquely qualified for her executive-search work which focuses on financial services, economic and community development, construction, facility management, asset management and human resources, and she has co-led many of the firm's senior-level assignments. A graduate of the University of California, Irvine, Ms. Garr went on to study at the University of Santa Clara School of Law, but soon found her passion for ensuring equity and diversity in both the public and private sectors took precedence over her interest in the study of law. She has conducted recruitments for government agencies in such areas as City Management, Public Safety, Diversity Equity and Inclusion and Transportation and has worked with non-government agencies such as community development corporations (CDCs) and other nonprofits,

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ensuring they are able to continue the wide range of services they provide to revitalize communities that are underserved.

A dynamic public speaker, Ms. Garr often represents *The Hawkins Company* at industry and personal development conferences, giving talks and sitting on panels discussing Human Resources and Diversity.

### **Todd Hawkins** **Vice President**

A part of *The Hawkins Company* since 2018, Todd Hawkins serves as a Vice President for the firm. With a vast and varied background in community engagement, brand management and advocacy strategy, Mr. Hawkins' role at the firm is twofold. He concentrates on creating new development opportunities, widening the company's public engagement and outreach. He also conducts executive searches for entrepreneurial enterprises at the C-suite level, as well as for community-based nonprofits and has developed a specialized expertise in recruiting fund development executives, helping to ensure the organizations he works with are strategically positioned to grow their resources.

A graduate of the University of California, Los Angeles, Mr. Hawkins' career has, from its beginnings, existed at the intersection of philanthropy, politics, and entertainment. As a name partner in a social-innovation consulting firm, he has been instrumental in creating issue-based campaigns and social impact events for philanthropic organizations. This understanding of the inner workings of nonprofits makes Mr. Hawkins the natural choice to head *The Hawkins Company's* nonprofit practice and the firm's Board Advisory Services.

Mr. Hawkins has held positions on numerous boards in both Southern and Northern California including arts councils, museums, and educational organizations, chairing, and serving on several search committees for these nonprofits. He currently sits on the board of the Human Rights Campaign, the nation's largest LGBTQ rights organization that works locally, nationally, and globally with industries and governments, providing leadership to actualize equality and representation. Mr. Hawkins is also the President of the California African American Museum, a position to which he was appointed by Governor Jerry Brown in 2014.

Mr. Hawkins is a sought-after speaker, addressing audiences nationally on issues related to diversity, equity and inclusion in the workplace and the world of business.

### **Tisa Jones** **Managing Consultant and Director of Candidate Engagement and Assessment**

Having joined *The Hawkins Company* in 2016, Tisa Jones is a Managing Consultant and the Director of Candidate Engagement and Assessment. Ms. Jones began her career in hospitality, managing her family's restaurant business, overseeing human resources, customer service, public relations, and finances. Her background makes her keenly qualified for her recruiting and research work with the firm, and she specializes in human resources, legal, finance, IT, and general management in all sectors. As such, she has played a major role on numerous successful executive search assignments while deftly managing the firm's candidate background and reference process.

A graduate of the University of California, Berkeley with a Bachelor of Arts in Interdisciplinary Studies with an emphasis in Mass Communications, Psychology, and Chicano Studies, Ms. Jones is a recognized leader in Diversity and Equity executive searches as well as a strong advocate for social justice. Passionate about education and assisting people suffering from homelessness, from 2016-2018 Ms. Jones served on the inaugural

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junior board of the Downtown Women's Center, a Los Angeles based organization focused exclusively on serving and empowering women experiencing homelessness and formerly unhoused women.

### **Adrienne Montgomery** **Search Consultant**

In her role as Search Consultant with *The Hawkins Company*, Adrienne Montgomery marries dynamic leadership with warmth, knowledge, and passion, ensuring both client and candidate goals are aligned, synchronized, and achieved. With over 25 years of experience in sales, consulting, and business strategy, Ms. Montgomery is also the perfect choice to help expand and scale the firm's market presence, creating more opportunities while safeguarding its commitment to the increase of equity and diversity in executive roles.

With a Master of Business Administration (MBA) from the University of Phoenix, Ms. Montgomery's financial savvy and business acumen enable her to develop key relationships with Fortune 100 and Fortune 500 executives in order to solve their most critical business and workforce needs. Ms. Montgomery also thrives in the nonprofit arena, leveraging her creativity to form innovative alliances and partnerships between community leaders, corporate executives, and municipal experts. These strengths coupled with her robust background in candidate assessments, has made Ms. Montgomery integral to many of *The Hawkins Company's* search assignments for CFO and CEO roles and instrumental in executive placements in nonprofit, healthcare, and government organizations.

Ms. Montgomery's expertise and commitment to equity play a vital role in her personal life as well. She has served as a Board Member on the National Diversity Council, Los Angeles Chapter, is the former Co-Chair of the Diversity Committee at the Country School in Valley

Village and has held the title of Youth of the Year Judge with the Boys and Girls Club of America. Currently, Ms. Montgomery is developing a nonprofit that provides pajamas to prematurely birthed babies in hospitals around the country.

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## **THE SEARCH PROCESS**

Our assignments follow our well-defined six-step process:

### **1. DEVELOP A THOROUGH UNDERSTANDING AND ASSESSMENT OF THE CLIENT**

This involves meeting with the Executive Committee of the Board, CEO, CHRO, and other key stakeholders to ascertain the mission, culture, and goals of the West Valley Water District. During this phase, a review of organizational structures, backgrounds of executives, official and unofficial lines of authority and responsibility, are conducted. The organization's plans and programs, perceived strengths and weaknesses, and the organizational culture are discussed. The status of potential candidates will also be reviewed. Perceptions about the organization's stature and attractiveness to potential candidates are crucial to developing a good organizational profile. Advantages and negative factors regarding the organization which may aid, or hinder recruitment will be thoroughly assessed. This initial phase becomes the foundation for developing a strong partnership and effective working relationship between the client organization and *The Hawkins Company*.

### **2. DEVELOP A COMPREHENSIVE UNDERSTANDING OF THE POSITION**

In discussions with key executives, personal and professional attributes for the position are established. A recruitment profile is developed that includes a clear description of the recruitment criteria, which will serve as a profile for the ideal candidate. This profile is prepared by *The Hawkins Company*, from information provided by officials who have key relationships with the position to be filled. It is imperative that this position profile consists of realistic requirements and experience levels because it is the standard against which potential candidates are recruited and evaluated.

### **3. DEVELOP SEARCH STRATEGY AIMED AT ATTRACTING THE MOST QUALIFIED CANDIDATES**

During this phase, the objective is to accumulate a strong pool of candidates. We will work with the client to identify appropriate candidates. Organizations are targeted as sources of candidates and geographical preferences are established. *The Hawkins Company* will also finalize recruitment plans and timelines.

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*The Hawkins Company* will use various candidate solicitation methods, including direct sourcing based upon industry research, our candidate data bank, and contacts with appropriate professional associations. Since individuals with the desired qualities are not usually actively looking to make a change, they must be recruited. An effective strategy is crucial to a successful recruitment, and *The Hawkins Company* works closely with the client in developing the search strategy.

#### **4. EVALUATE POTENTIAL CANDIDATES**

In addition to formal advertising and mailings, *The Hawkins Company* uses a private sector direct sourcing approach in locating candidates who meet the position specifications and have established patterns of accomplishments and success. Potential candidates and sources of candidates, identified through the above methods, are actively recruited to become candidates, and/or solicited as referral sources. We will review and acknowledge in writing all resumes received. Once the candidate pool is established, all qualified candidates, both internal and external, will be evaluated against the core competencies established for the position. Reports are prepared and reviewed with the client to select the most appropriate candidates for further consideration. These candidates are interviewed, by *The Hawkins Company*, in two phases. The first phase involves a telephone interview. Based upon information obtained in this interview, a decision is made as to the most appropriate candidates for further consideration. These candidates will then be interviewed by video conference or in person by *The Hawkins Company*.

Our goal is to formulate a comprehensive understanding of their background, i.e., qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered. Additionally, candidates are evaluated to determine their overall suitability as a member of the client's management team, as well as their strengths and limitations. It is our policy to conduct reference checks, to include job performance, qualifications, and personal history, and ascertain degree verification on all finalists, i.e., professional, educational, and other credentials. We also conduct other background investigations, i.e., criminal record, and investigate other pertinent factors as required for the recruitment.

The most qualified candidates are selected for presentation to the hiring authority. We will prepare a recruitment report which will detail each candidate's background, experience, education, accomplishments, and salary expectations.

#### **5. PRESENTATION OF SEMI-FINAL CANDIDATES**

*The Hawkins Company* works closely with the client and semi-final candidates to arrange personal interviews. If requested, suggested interview questions and rating forms are provided. Additional selection processes such as assessment centers, psychological evaluations, and interview boards are available options. Reference summaries and *The*

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*Hawkins Company's* professional appraisals are also provided on the final candidates.

While the hiring decision is always the client's, we are prepared to assist with negotiations relative to terms and conditions of employment. We maintain a very close relationship with both candidate and client during the offer/acceptance period.

## **6 CANDIDATE AND CLIENT FOLLOW-UP**

After the executive is hired, *The Hawkins Company* meets with the client to evaluate the overall executive recruiting strategy. Our strengths and the level of client satisfaction are assessed, along with those areas needing improvement.

We periodically follow-up with the hired executive to identify any areas of concern and to ensure a lasting relationship.

*Throughout the search process, The Hawkins Company maintains a close Client- Consultant working relationship which includes periodic status reports.*

## **PROJECT MANAGEMENT APPROACH**

The key elements of *The Hawkins Company's* approach to effective project management are developed in our work plan. They include:

- Mutually agreed upon performance targets based on sound partnering principles.
- Realistic time schedule to complete tasks.
- Periodic progress reporting (bi-weekly).
- Immediate client notification of any issues/challenges that are impacting the recruitment.
- Open and honest dialogue between consultant and client at all stages of the search.
- Assigning, managing and coaching staff involved with recruiting efforts.
- Internal status discussions regarding the recruitment.
- Documented follow-up between consultant and client at all stages of the recruitment.

All search assignments are tailored to meet the specific client needs and requirements. While we encourage our clients to follow certain best practices within the recruiting profession, we accept and follow the client organization's practices that are part of their standard operating procedures.

The biggest challenge, we encounter in most recruitments, is establishing the "fit" which is a combination of professional and personal attributes; beliefs and values; and the "win

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win.” The project manager’s role is to confirm realistic core competencies for the position to be filled with the client. These competencies need to be ranked or prioritized. The competencies become the standard for identifying, recruiting, evaluating, assessing candidates, and managing the assignment. Additionally, the core competencies become the primary quality control mechanism and should form the basis for the hiring decision.

The core competencies are used to rate the candidates’ material and determine which individuals will receive additional consideration. Using core competencies, both personal and professional, will reduce the tendency to make subjective hiring decisions and therefore enhance the client’s ability to make successful hiring decisions. For a good hire to occur, both the needs of the client and the candidate must be met.

Another area where strong project management can prove beneficial is how you approach the recruitment process. *The Hawkins Company* employs a variety of methods to recruit highly desirable candidates who may not currently be in the job market. They include:

- Personal meetings with a potential candidate to discuss the specifics of the job and address any obstacles.
- Getting other influential members of the profession to encourage reluctant candidates to consider the opportunity. **Peer to peer recruiting is a powerful tool.**
- Having a client representative contact the potential candidate and encourage them to become a candidate has been helpful. **People enjoy being sought after.**

Being able to assess a candidate is as important as recruiting top level individuals. We use a three-step approach to candidate assessments.

1. Thorough personal interviews to assess skills in relationship to required competencies.
2. Research of literature, public records, news accounts and other sources to ascertain career accomplishments/awards or controversies/problems that will impact the candidate’s performance.
3. The 360-degree reference/background investigations include not only people supplied by the candidates, but individuals identified by the consultant who are in positions to give candid non-bias impressions. Talking to people who have supervised the candidate, worked with them as peers, and who have served as subordinates gives us the 360-degree perspective that is useful in developing a complete candidate assessment.

The final part of our project management approach includes developing a schedule for formal progress meetings, informal status updates, and mutual feedback regarding the recruitment. Our formal meetings are scheduled as follows:

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1. Beginning of the recruitment to develop the workplan.
2. Presentation of the initial recruitment report.
3. Report on the final candidates.

We are always available for additional meetings as needed by the client or consultant. During both formal and informal meetings, we address issues and activities that may require changing the scope or adjusting core competencies. Minor changes are immediately incorporated into the work plan, while major shifts/changes will require consultation between the project manager and the client.

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## PROJECT COST

The professional fee for conducting this executive search is \$30,000.00, plus expenses. Our reimbursable expenses include approved consultant travel/lodging, research, interview expenses, report preparation, background investigations, postage/mailings, profile development/printing/mailling and advertisements.

It is our policy and practice to bill the estimated fee in three (3) installments. The initial billing of \$10,000. will be rendered upon signing a letter agreement. The second installment of \$10,000. will be billed upon submission of *The Hawkins Company's* recruitment report. The final installment will be billed once the final candidate is selected and the final compensation negotiations are complete. Our professional fee **is not contingent** upon hiring a candidate, and *The Hawkins Company* shall continue to recruit and present candidates until a suitable individual is selected and hired by the Port of Portland. The billings will include reimbursable expenses on the assignment, as incurred. ***Any required candidate travel is billed directly to the client.***

*The Hawkins Company* Guarantee: Should the hired executive leave voluntarily or be discharged for cause within a one-year period, we will conduct the search again for expenses only.

Either party may discontinue this agreement, by written notification, at any time. In the unlikely event that this occurs, you will be billed for all expenses incurred up to the date of cancellation, and for professional fees, based upon the time elapsed from the commencement of the assignment to the date of cancellation, as further described below.

If a cancellation occurs within the first thirty days of the assignment, the first installment of professional fees will be due in full. If a cancellation occurs between thirty and sixty days from the start of the assignment, the first installment, as well as the second installment will be due. If a cancellation occurs after ninety days from the start of the assignment, the first, second and third installments will be due.

Please feel free to contact me directly at 310-348-8800 if you have any questions.

Sincerely,



William D. Hawkins

President

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	<b>Proposed Tasks</b>	<b>Proposed Timeline</b>
1.	Initial meeting with client representatives.	<b>Week 1</b>
2.	Meet with the Executive Committee of the District's Board of Directors ("Board") and the General Manager to discuss core competencies, recruitment parameters, and develop search strategy. Interview other key stakeholders as identified by the client.	<b>Week 1</b>
3.	Present work plan including detailed timeline. Finalize recruitment profile/brochure and place advertisements.	<b>Week 2</b>
4.	Candidate recruitment (6 weeks).	<b>Week 3 to Week 8</b>
5.	Candidate evaluations by search consultants.	<b>Week 9</b>
6.	Presentation of Recruitment Report to client to include top (6-10) candidates for consideration for on-site interviews. The Executive Committee of the District's Board of Directors ("Board") and the General Manager selects top 4-6 candidates for interviews.	<b>Week 10</b>
7.	Semifinal candidates participate in selection process. Final candidates selected.	<b>Week 11</b>
8.	Finalists interviews.	<b>Week 12</b>
9.	West Valley Water District selects Chief Financial Officer	<b>TBD</b>

***Adjustments May Be Made To This Timeline As Needed.***

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**EXECUTIVE RECRUITMENT SERVICES**  
**CHIEF FINANCIAL OFFICER**  
**WEST VALLEY WATER DISTRICT**



**Koff & Associates**  
A Gallagher Company

Submittal date: April 11, 2022

Submitted by:  
Koff & Associates  
2835 Seventh Street  
Berkeley, CA 94710

**Frank Rojas**  
Recruitment Manager  
[frojas@koffassociates.com](mailto:frojas@koffassociates.com)  
510.495.0448



April 11, 2022

Al Robles, Purchasing Supervisor  
West Valley Water District  
855 W Base Line Rd  
PO Box 920  
Rialto, CA 92377

Dear Mr. Robles,

Thank you for the opportunity to submit our proposal to assist West Valley Water District with Executive Recruitment services. We are excited about the possibility of developing this partnership and supporting the District with the search for its next Chief Financial Officer. Koff & Associates (K&A) Recruiting, a Gallagher company, is uniquely qualified based on over 37 years of assisting public agencies with finding and placing candidates dedicated to public service.

Our unique selling proposition lies in K&A Recruiting's experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data.

Conducting countless executive search efforts has made K&A Recruiting an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves on transparency, flexibility, and quality work.

As K&A's Recruitment Manager, I will be the Project Manager for this recruitment effort with K&A Recruiting's support team. You can reach me at (510) 495-0448 or [frojas@koffassociates.com](mailto:frojas@koffassociates.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Rojas', enclosed in a thin black rectangular border.

Frank Rojas  
Recruitment Manager





Koff & Associates  
A Gallagher Company

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## BUSINESS INFORMATION

Koff & Associates (“K&A”) is a full spectrum, public-sector human resources and recruiting services firm founded by Gail Koff in 1984 and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western US Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

## EXPERIENCE AND QUALIFICATIONS

With 37 years of HR experience, K&A Recruiting knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment at the start of your search through the start date of your newest employee, and everything in between.

We build enduring relationships

K&A Recruiting provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization’s people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.

We value strength in diversity

We source top talent reflective of the communities you serve. With our focus on inclusion, networking and partnering with minority-based associations, utilizing bias-reducing tools, and drawing from our own employees’ certification training, we are leaders in public sector Diversity and Inclusion.

We leverage innovative search technology

K&A Recruiting uses advanced programs and unique sourcing methods to identify candidates which traditional recruiting strategies might have missed. We continuously gather and analyze important data points and are always looking ahead at how we can use information technology to better serve you.

Our long list of clients indicates our firm’s reputation as a quality organization that produces comprehensive, sound, and cost-effective results. K&A Recruiting is “hands on” and responsive with the ability and expertise to identify the ideal candidate(s) for West Valley Water District.

K&A Recruiting uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.



## RECENT SUCCESSFUL RECRUITMENTS

The following is a partial list of recent executive recruitments conducted by Frank Rojas (some while at a previous firm):

Agency	Title	Year Completed
City of Oxnard	Public Works Dir., Asst. Public Works Dir. (2), Chief Financial Officer, Purchasing Manager, Controller, Communications & Marketing Manager, Assistant City Attorney, Civil/Traffic Engineers	Current – 2017
Metro Parks Tacoma	Chief Financial & Administrative Officer	Current
City of Calexico	City Manager, Chief of Police	Current
City of Tracy	City Attorney	Current
City of Lawndale	Director of Finance/City Treasurer	Current
County of Stanislaus	Director of Animal Services	Current
County of San Mateo Transportation Authority/District	Deputy Director, Transportation Authority; Executive Officer for Civil Rights, Employee & Labor Relations, and Human Resources; District Surveyor	Current/2021
City of Berkeley	Deputy Director of Finance, Accounting Manager, Manager of Engineering, Operations Manager (2), Public Works Director, Asst. City Attorney, Health Housing & Community Services Director	Current/2021/2020
City of San Bernardino	Director of Community & Economic Development, Chief of Police, Director of Human Resources, Director of Animal Services, Finance Director	Current/2021/2020
City of Cherry Hills Village	Chief of Police	Current
City of Leavenworth	City Administrator	Current
City of Carson	Public Works Operations Manager	2022
City of Riverside	Budget Manager	2022
Contra Costa Water Dist.	Director of Finance	2022
City of San Jose	Chief Information Officer	2022
City of Woodland Park	Chief of Police	2022
East Bay Regional Park District	Chief Information Officer	2022
City of Oroville	Chief of Police	2022
Santa Barbara MTD	Directo of Human Resources & Risk Management	2022



City of Salinas	Chief of Police, City Manager, Finance Director	2021
Humboldt Waste Management Authority	Executive Director	2021
City of Chico	Public Works Director	2021
Tahoe Regional Planning Agency	Director of Human Resources & Organizational Development	2021
County of Santa Clara	Planning Services Manager/Deputy Director	2021
First 5 Alameda County	Human Resources Director	2021
City of San Diego	Director of Transportation	2021
City of Glendale	City Manager	2021
County of Riverside	County Executive Officer	2021
City of Carson	Public Works Director, Community Services Director, City Manager	2021/2020/2019
City of Colton	Public Works & Utility Services Director	2021
City of Redlands	Director of Municipal Utilities & Engineering, Fire Chief	2021/2020
City of Ontario	Economic Development Director	2021
County of Orange Social Services Agency	Division Director (3), Deputy Director	2021/2020/2019
County of Tulare	Director of Human Resources & Development, Director of Information & Communications Technology	2021/2020
City of Millbrae	Director of Finance, Community Development Director	2020
City of Avondale	Development & Engineering Services Director, Economic Development Director	2020/2019
City of Redlands	Fire Chief, Director of Municipal Utilities & Engineering	2020
City of Shafter	City Manager	2020
City of Ontario Municipal Utilities	Assistant General Manager	2020
City of Bell	Director of Community Development	2020
City of Los Angeles	Human Resource & Payroll Project Manager (ERP implementation)	2020
County of San Bernardino	Public Works Director, Human Resources Director, Assistant HR Director, Director of Land Use Services, Regional Parks Director	2020/2019/2018
Orange County LAFCO	Assistant Executive Officer	2020
LA Metro	Chief Ethics Officer	2020



Orange County Fire Authority	Purchasing Manager, Fleet Manager, Human Resource Director	2020/2017
City of Banning	Director of Administrative Services, Director of Parks and Recreation	2019
City of Santa Ana	City Manager, Parks & Recreation Director	2019
City of Bell Gardens	City Manager	2019
City of Anaheim	Deputy Planning Director, Engineering Manager, Buyer	2020/2018/2016
City of Garden Grove	Finance Director, City Manager	2019/2016
Desert Healthcare District	Chief Executive Officer	2019
City of San Marino	City Manager	2018
County of San Luis Obispo	County Administrative Officer	2018
County of Imperial	County Executive Officer	2018
City of Avalon	City Manager	2018



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## PROJECT TEAM

### **Frank Rojas**

#### **Recruitment Manager (Resides in Riverside, CA)**

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contracts labor industries and the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff, including individual contributors for the government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation, and private industry.

Frank began his career in Contract Labor. Over the next 30+ years, he launched seven start-up offices in several states and locations, providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment, managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for the City of Salinas, City of Berkeley, City of San Diego, City of Oxnard, and First 5 Alameda County, recent successful efforts include positions of Finance Director, County Executive Officer, Director of Human Resources & Development, City Manager, Director of Transportation, Chief Ethics Officer, and Director-level hires for Information Technology, Social Services, Public Works, Economic Development, Community Services, Animal Services, and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

### **Carlo Zabala**

#### **Executive Recruiter**

Carlo has over 15 years of experience in the recruiting field. He started his career as a nurse recruiter on travel nursing contracts and filling multiple roles throughout the country, working with healthcare systems to fill their needs. He then went on to work at PRIDE Industries, the nation's largest employer of people with disabilities, recruiting for their new government contracts and corporate positions. His next recruiting role was with CVS/Aetna, a Fortune 5 company, where he worked on new Medicare contracts. Most recently, Carlo was Sr Recruiter at Shriners Hospital for Children Northern CA, implementing a new recruitment program at the hospital.



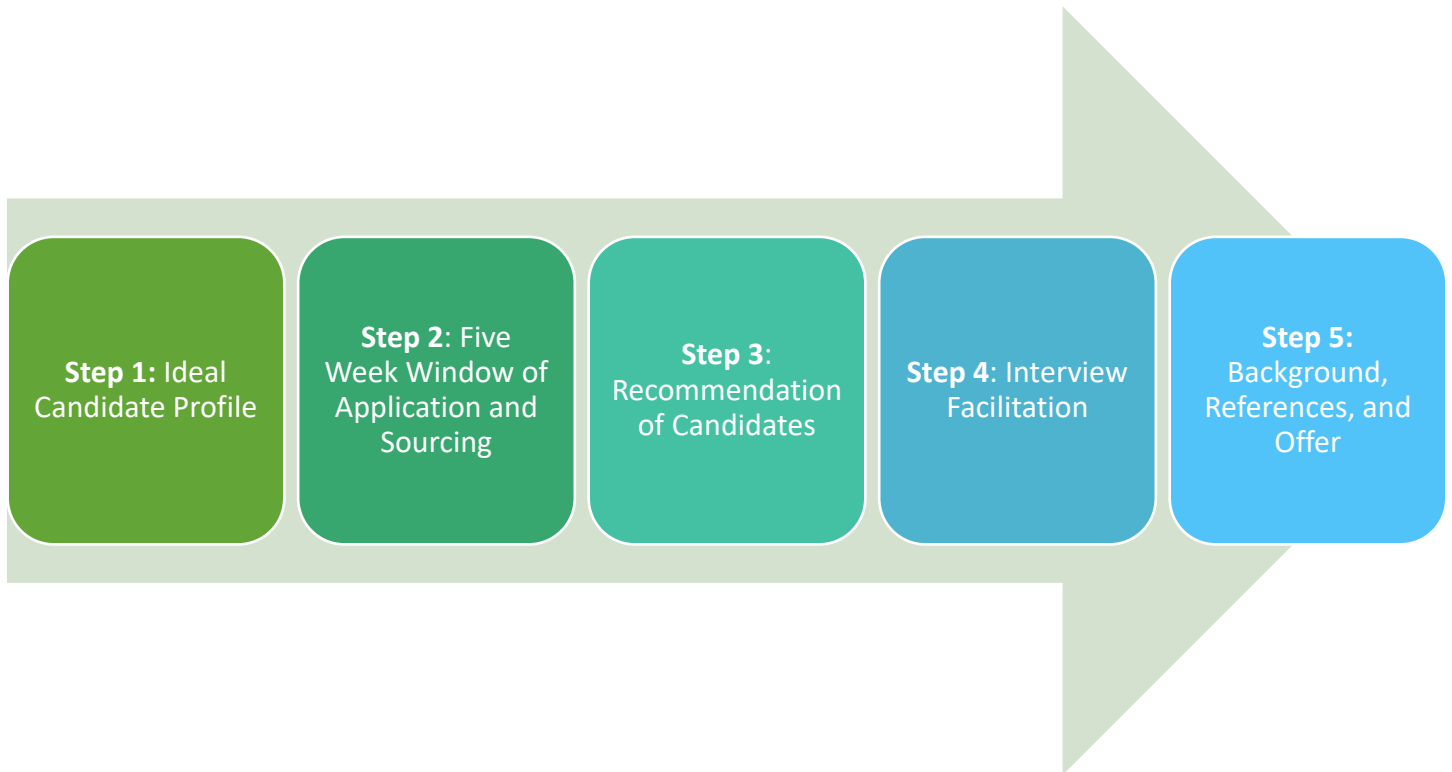
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## PROJECT APPROACH/METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, and **most importantly picking up the phone and actively calling passive applicants**. This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

K&A Recruiting will provide weekly progress reports to the Executive Committee of the District's Board of Directors and General Manager and participate in conference calls and onsite meetings as requested.

We are responsible for ensuring compliance, adhering to, and maintaining all legally mandated documentation throughout the process.





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## Step 1: Ideal Candidate Profile

Developing the profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the Executive Committee and General Manager in identifying and developing:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A Recruiting.

After meeting(s) with the Executive Committee and General Manager, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

### Brochure Design & Posting

Following the development of the candidate profile, an eye-catching recruitment brochure will be professionally produced in coordination with the Executive Committee and General Manager's feedback. The brochure will highlight the strengths of West Valley Water District and the surrounding community. The brochure will feature the organizational structure and services of the District, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

## Step 2: Five Week Window of Application & Sourcing

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the Executive Committee and General Manager, K&A Recruiting will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the Executive Committee and General Manager, including candidate documents, interview notes, and an outline of the recruitment process.





### Step 3: Recommendation of Candidates

K&A Recruiting will provide the Executive Committee and General Manager with a report of leading candidates to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the Executive Committee and General Manager has identified and will focus on each candidate's ability, technical competency, and fit with the District's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

### Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the Hiring Authority and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the Executive Committee and General Manager.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate focused discussion at the beginning and conclusion of interviews to identify the most qualified candidate(s) for final interviews.

### Step 5: Background, References, and Offer

K&A Recruiting provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A Recruiting can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.



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## Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing enough time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							



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## REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization's needs.

Recruitment & Agency	Contact
<p>Oxnard, City of</p> <p>Public Works Director, Asst. Public Works Director (2), Chief Financial Officer, Purchasing Manager, Controller, Communications &amp; Marketing Manager, Assistant City Attorney, Civil/Traffic Engineers</p>	<p>Lisa Baker Assistant Director, Human Resources</p> <p>805.385.7596 <a href="mailto:lisa.baker@oxnard.org">lisa.baker@oxnard.org</a> 4300 W. Third Street Oxnard, CA 93030</p>
<p>San Bernardino, City of</p> <p>Director of Community &amp; Economic Development, Chief of Police, Director of Human Resources, Director of Animal Services, Finance Director</p>	<p>Edelia Eveland Assistant City Manager</p> <p>909.384.5262 <a href="mailto:eveland_ed@bsbcity.org">eveland_ed@bsbcity.org</a> 290 North 'D' Street San Bernardino, CA 92401</p>
<p>Berkeley, City of</p> <p>Director of Health, Housing, and Community Services, Public Works Director, Deputy City Attorney(s), Manager of Engineering, Operations Manager(s)</p>	<p>Paul Buddenhagen, Deputy City Manager Liam Garland, Public Works Director</p> <p>510.981.7014 <a href="mailto:pbuddenhagen@cityofberkeley.info">pbuddenhagen@cityofberkeley.info</a> 510.981.6303 <a href="mailto:lgarland@cityofberkeley.info">lgarland@cityofberkeley.info</a> 2180 Milvia St Berkeley, CA 94704</p>
<p>Salinas, City of</p> <p>City Manager Finance Director</p>	<p>Marina Horta-Gallegos Human Resources Director</p> <p>831.758.7417 <a href="mailto:marinah@ci.salinas.ca.us">marinah@ci.salinas.ca.us</a> 200 Lincoln Avenue Salinas, CA 93901</p>



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## PRICING PROPOSAL

### Project

- Chief Financial Officer

### Professional Fee and Expenses

- Total not-to-exceed professional fee of \$25,000, which includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background.
- Invoices will be billed monthly in four equal increments of \$6,250.

*Note: Expenses do not include candidate travel.*

#### **Optional: Recruitment Video**

*In addition to the standard recruitment brochure, K&A can develop a Recruitment Video to better highlight the positive elements of the organization and community. These videos have proven to attract more job seekers and effectively expand the talent pool. Videos run approximately three-minutes in length and highlight the workplace environment, local landscape, and include interviews with selected staff. This video is optional and costs \$3,500.*

### Placement Guarantee

K&A Recruiting is committed to recommending only the most qualified candidates who meet all the necessary requirements and qualifications and are also a cultural fit for the District. We proactively recruit for each search effort until a successful candidate is placed.

Therefore, we promise to present to the Executive Committee and General Manager a selective pool of candidates that met or exceeded our standards during the thorough screening processes and have been identified as ideal matches for the position. Should the Executive Committee and General Manager disapprove of all final candidates or should none pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for executive and mid-management positions that we have filled, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.

Overall, K&A Recruiting's retention rate during the first 12 months of hire is robust and has been above 95% over the last 37 years.



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## Recruiting Process During Covid-19 Crisis

We will work to counterbalance market forces and build a pipeline of potential candidates through strong marketing and branding efforts, including videos, job postings, and a social media campaign. Our ongoing communication with candidates helps with reputation and keeps them engaged; so, when there is an opportunity that matches their background, we reduce the time-to-hire. As always, communication is key. Candidates who experience a warm, communicative recruitment experience are more likely to maintain their interest and are more likely to feel welcomed into the organization. The recruitment experience is the first impression your employee receives and is a crucial factor in employee engagement and tenure.

We have embraced the virtual interview. The push into virtual technologies due to the pandemic was generally new for many public agencies. Our crystal ball tells us that virtual interviewing is not going away regardless of how the public sector world evolves going forward beyond the pandemic. Although virtual interviewing may have become necessary during this crisis, it is not a temporary strategy that should fall to the wayside; how we communicate in virtual interviews is essential and will continue to be as we move forward.

To conduct an effective virtual interview, simple steps can be taken to ensure a predictable and high-quality process. We will be clear on exactly how the interview process will go and what candidates should expect. We are savvy at navigating the technology and can help with technical challenges on the fly. Coaching panel members to maintain a professional demeanor during virtual interviews and eliminate smartphone or other competing screen distractions, just as you would in person, can also help the process.

## K&A Recruiting Organizational Diversity Statement

This statement reaffirms our commitment to affirmative action efforts and providing equal employment opportunities to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies, which provide that K&A Recruiting is committed to implementing the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.



## ACKNOWLEDGEMENT OF AGREEMENT & STATEMENT OF EXCEPTIONS

We will be pleased to sign the District's professional services agreement for recruitment services, however we respectfully request that the District will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the District's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

The following are terms we would like to review with the District if we are fortunate to be selected for this project:

- Section 7.1 (PDF Page 7) – We request this section be adjusted to make clear that Gallagher will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of District was used to create and which was developed entirely using Gallagher's own resources. To the extent Gallagher's intellectual property is necessary for District to use the services provided, Gallagher will be able to grant to District a non-exclusive, royalty-free license to Gallagher's intellectual property solely for District use of such services.
- Section 8.2 (PDF Page 7) - Gallagher cannot agree to permit District to audit after the agreement ends. The District will be able to audit during the agreement.
- Section 12.2 (PDF page 9) - Gallagher does not permit its employees to testify as subject matter expert witnesses in any client litigation, but employees can act as witnesses to provide testimony relevant to the services being provided to the District.
- Section 13 (PDF Page 10) – Clarification needed to indicate indemnification limited to grossly negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.
- Section 13 (PDF Page 10) - Unless requested and allowed an exception, a limitation of liability of fees paid needs to be added to the indemnification provision.



## INSURANCE ACKNOWLEDGEMENT

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.



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## SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high-quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES

State of California

**Frank Rojas**

**Date: April 11, 2022**

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**Recruitment Manager**





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CONTRA COSTA  
WATER DISTRICT

# Director of Finance

## THE COUNTY

Contra Costa County is one of nine counties in the San Francisco-Oakland Bay Area covering approximately 733 square miles. The County has one of the fastest growing workforces among Bay Area counties and is rich in ethnic, cultural, and socioeconomic diversity. With a current population above 1.1 million, Contra Costa County is the ninth most populous county in California. The County includes 19 incorporated cities with varied urban, suburban, industrial, agricultural, and port areas. A large part of the County is served by the Bay Area Rapid Transit District (BART) mass transit system, which has helped enable significant residential and commercial development. Prestigious public and private academic institutions, including Stanford University, University of California at Berkeley, University of San Francisco, the University of California at Davis, Saint Mary's College, and various California State University campuses, are within driving distance.

Outdoor recreation within the County varies from hiking, biking, horseback riding, and camping in Mt. Diablo State Park and surrounding foothills to fishing, boating, and water skiing in the Sacramento-San Joaquin Rivers. Recreational areas, including the wine country of Napa and Sonoma Counties; the museums, galleries, and attractions of San Francisco; the picturesque seaside communities of Santa Cruz, Carmel, and Monterey; and the Sierra-Lake Tahoe mountain region are within driving distance of Contra Costa County.

## THE DISTRICT

Based in Concord, California, the Contra Costa Water District (CCWD) delivers safe, clean water to approximately 500,000 people in central and eastern Contra Costa County. Formed in 1936 to provide water for irrigation and industry, CCWD is one of the largest urban water districts in California and a leader in drinking-water treatment technology and source water protection. In addition to providing drinking water to residences and businesses in the community, CCWD also serves approximately 15 major industrial customers and 25 agricultural customers in the area.

## GOVERNANCE

CCWD is governed by five elected Directors, each representing a division of approximately 110,000 people. Each Director is elected to a four-year term. Elections are consolidated with the statewide election and held every two years in November on even-numbered years. Candidates must be registered voters and must reside within the District's service area.

## THE POSITION

The Director of Finance plans, organizes, and leads the activities and operations of the Finance Department including rate setting, accounting, information technology, purchasing, conservation and customer service. This position is responsible for ensuring a focus on excellent customer service in coordinating assigned activities with other departments and outside agencies, and to provide highly responsible and complex support to the Assistant General Manager- Administration and General Manager. The Director of Finance reports to the Assistant General Manager-Administration - and exercises supervision over a staff of approximately 45, including seven direct reports. An understanding of water rates is extremely helpful.



**This position requires as skill set and the ability to achieve the following:**

- Develop, plan, and implement department goals and objectives in support of the District's mission and strategic goals; recommend and administer policies and procedures
- Direct, oversee and participate in the development of the Department's work plan; assign work activities, projects, and programs; monitor workflow; review, evaluate, and continuously improve work products, methods and procedures
- Provide and implement policy and procedure updates, and process improvement for Finance, Purchasing, I.T., Conservation and Customer Service sections
- Improve and implement systems upgrades
- Budget preparation and administration
- Update the Ten-Year Financial Plan as part of the Capital Improvement Program (CIP)
- Direct, review, and participate in various studies; and make annual recommendations regarding water service rates, charges and fees, based on the Ten-Year Financial Plan
- Invest District funds prudently, consistent with the District's Investment Policy, in concert with the Assistant General Manager and Accounting Manager
- Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary
- Build and maintain strong interdepartmental relationships
- Provide leadership and guidance to staff, including employee development and mentorship

**THE IDEAL CANDIDATE**

The ideal candidate will be a creative and collaborative leader able to build a culture of innovation and continual process improvement, collaboration, and teamwork. The successful candidate will be a hands-on strategic manager with a proven track record of building and maintaining a high performing, team-oriented working environment. The Director of Finance



must be personable and approachable and work well with individuals at all levels of the organization. The ideal candidate must be an experienced manager who can hold staff accountable while cultivating an environment of mutual respect, and demonstrating a commitment to diversity, equity, and inclusion. The ideal candidate will exemplify personal integrity, political savvy, and dedication to public service.

Additionally, the successful candidate will have exceptional written and verbal communication and interpersonal skills.

**QUALIFICATIONS**

- Equivalent to a bachelor's degree in accounting, public administration, finance, or a related field. A master's degree is a plus
- Eight (8) years of increasingly responsible experience in professional accounting and financial management
- Three (3) years of significant administrative and managerial experience working in a large, public agency
- A CPA is helpful, but not required
- Proof of COVID-19 vaccination

## SALARY AND BENEFITS

**The salary range for the Director of Finance is \$207,168 - \$251,825.60 DOE**

In addition to a competitive salary, for regular-status positions, the Contra Costa Water District offers an excellent benefits package as follows:

### Unrepresented employee benefits include:

- Employer-paid medical, dental, vision, and life insurance
- Employer-paid short term and long-term disability insurance
- Voluntary participation in the Flexible Spending Accounts for dependent care and healthcare reimbursements
- Flexible Benefit of \$170 per month; equating to \$2,040 per year
- Voluntary participation in the 401(a) and 457(b) deferred compensation plans with up to a 5% employer match
- 11 paid holidays plus 8 hours of floating leave per year
- 110 hours of paid administrative leave per year
- 15 days of vacation accrual during the first two years; 17 days per year accrual from years two to four; with additional accrual increases thereafter
- 96 hours of sick leave accrual per year
- Employer-paid retiree health insurance for retiree and eligible dependents. All employees currently contribute 3.9% of base pay on a pretax basis for this benefit. Employees hired after January 1, 2016 are subject to a 10-year District-service vesting period to be eligible for fully paid retiree medical upon direct retirement from the District. The District contracts with CalPERS for medical benefits.
- A defined benefit retirement plan; reciprocity with CalPERS and CalPERS reciprocal agencies. (Reciprocal agency service does not count toward the vesting requirement for fully paid retiree medical.) The defined benefit is 2.35% at 55 for those with classic reciprocity. PEPRA employees are eligible for the 2% at 62 PEPRA defined benefit.
- Participation in Social Security and Medicare
- Extensive Wellness Program including 50% employer-paid gym membership

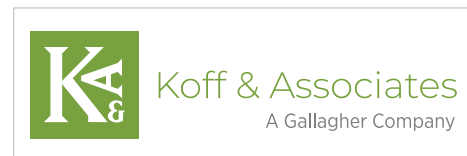
- Health Insurance Credit for eligible dependents w/ other medical benefit coverage
- Educational Assistance Program up to \$3,000 per year per employee
- Employer paid Employee Assistance Program offering counseling and referral services
- Employees receive free admission to Los Vaqueros Reservoir that offers recreation areas, fishing, boating, and hiking trails.
- For additional information and the full details, eligibility, and provisions regarding the District's applicable benefits package, please visit:  
<https://alliantbenefits.cld.bz/ccwd2021unit30benguide>

## APPLICATION AND RECRUITMENT PROCESS

The final filing date is **Friday, January 14, 2022.**

To be considered, please electronically submit your resume, cover letter and a list of five professional references (references will not be contacted in the early stages of the recruitment) to: <https://koffassociates.com/director-of-finance-3/>

Resumes should reflect years and months of positions held, as well as size of staff and budgets you have managed. For additional information, please contact:



Gary Palmer

Phone (510) 345-3954

[gpalmer@koffassociates.com](mailto:gpalmer@koffassociates.com)

Website: <https://koffassociates.com>

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the executive recruiter. Koff & Associates will report the results to the CCWD. The CCWD will then select candidates who will be invited to participate in a formal interview process. Extensive reference and background checks will be completed on the selected candidate.