



Yucaipa Valley Water District

12770 Second Street, Yucaipa, California 92399 Phone: (909) 797-5117

Notice and Agenda of a Regular Meeting of the Board of Directors

Wednesday, March 7, 2012 at 6:00 p.m.

- I. CALL TO ORDER - Pledge of Allegiance
- II. ROLL CALL
- III. PUBLIC COMMENTS - At this time, members of the public may address the Board of Directors on matters within its jurisdiction. To provide comments on specific agenda items, please complete a speaker's request form and provide the completed form to the Board Secretary prior to the board meeting.
- IV. CONSENT CALENDAR - All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and will be enacted in one motion. There will be no discussion of these items prior to the time the board considers the motion unless members of the board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The General Manager recommends approval of the following:
 - A. Minutes of Meetings
 - 1. Regular Board Meeting - February 15, 2012
 - 2. Board Workshop - February 28, 2012
- V. BOARD REPORTS
 - A. City of Yucaipa - Comprehensive Economic Development Strategy Committee Meeting - February 9, 2012
 - B. Association of the San Bernardino County Special Districts - February 27, 2012
 - C. Board Workshop - February 28, 2012
 - D. Reports by Board Members
- VI. STAFF REPORT
- VII. DISCUSSION ITEMS
 - A. Approval of Development Agreement No. 02-2012 for Tract No. 13375, Oakdel Court, Located North of Oak Glen Road Approximately 1,500 Feet East of Fremont Street, Yucaipa [[Director Memorandum No. 12-020 - Page 20 of 95](#)]
RECOMMENDED ACTION: That the Board of Directors approves Development Agreement No. 02-2012 for Tract No. 13375.

- B. Authorization to Request for Proposals for Environmental Services Related to the Construction of Drinking Water Reservoirs and Recycled Water Reservoirs in Pressure Zones 16 and 17 [[Director Memorandum No. 12-021 - Page 31 of 95](#)]
RECOMMENDED ACTION: That the Board approves Resolution No. 06-2012.
- C. Ratification of State Water Resources Grant Agreement No. 11-162-550 for the Construction of Recycled Water Facilities and the WISE Project [[Director Memorandum No. 12-022 - Page 53 of 95](#)]
RECOMMENDED ACTION: That the Board of Directors ratifies the Recycled Water Grant Agreement in the amount of \$3,197,000 from the State Water Resources Control Board.
- D. Authorization to Solicit Bids for the Construction of the 12.1 Recycled Water Booster Station Project [[Director Memorandum No. 12-023 - Page 70 of 95](#)]
RECOMMENDED ACTION: That the Board of Directors authorizes the District staff to solicit construction bids for the 12.1 Recycled Water Booster Station Project.
- E. Award of a Construction Contract for the Wochholz Improved Salinity Effluent (WISE) Project [[Director Memorandum No. 12-024 - Page 72 of 95](#)]
RECOMMENDED ACTION: That the Board of Directors authorizes the execution of a construction contract with Pascal & Ludwig for a sum not to exceed 5,003,170.
- F. Change Order No. 3 to the Contract with Sukut Construction for the Yucaipa Regional Brineline Extension and Non-Potable Water / Outfall Pipeline Project (Phase 1 & 2) [[Director Memorandum No. 12-025 - Page 76 of 95](#)]
RECOMMENDED ACTION: That the Board of Directors approves Change Order No. 3 as presented.
- G. Notice of Completion for the Contract with Sukut Construction for the Yucaipa Regional Brineline Extension and Non-Potable Water / Outfall Pipeline Project (Phase 1 & 2) [[Director Memorandum No. 12-026 - Page 79 of 95](#)]
RECOMMENDED ACTION: That the Board of Directors authorizes the filing of the Notice of Completion and release of the retention amount of \$718,580.40 thirty-five days after the recorded date.
- H. Change Order No. 1 to the Contract with W.A. Rasic Construction for the Yucaipa Regional Brineline Extension Pipeline Project (Phase 3) [[Director Memorandum No. 12-027 - Page 88 of 95](#)]
RECOMMENDED ACTION: That the Board of Directors approves Change Order No. 1 as presented.
- I. Change Order No. 1 to the Contract with Canyon Springs Enterprises doing business as R.S.H. for the R-10.3 Recycled Water Storage and Booster Complex [[Director Memorandum No. 12-028 - Page 91 of 95](#)]
RECOMMENDED ACTION: That the Board of Directors approves Change Order No. 1 as presented.

VIII. DIRECTORS COMMENTS

IX. CLOSED SESSION

- A. Conference with Real Property negotiator(s) (Government Code 54956.8)
Property: Assessor's Parcel Number: 301-201-29
Agency Negotiator: Joseph Zoba, General Manager
Negotiating Parties: Palmer General Corporation
Under Negotiation: Terms of Payment and Price

- B. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: IBEW Local Union 1436 - YVWD Employees Association
 - C. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Supervisor Bargaining Unit
 - D. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Exempt Employee Bargaining Unit
- X. ANNOUNCEMENTS
- A. March 13, 2012 at 4:00 p.m. - Board Workshop
 - B. March 21, 2012 at 6:00 p.m. - Regular Board Meeting
 - C. March 27, 2012 at 4:00 p.m. - Board Workshop
 - D. April 4, 2012 at 6:00 p.m. - Regular Board Meeting
 - E. April 10, 2012 at 4:00 p.m. - Board Workshop
 - F. April 18, 2012 at 6:00 p.m. - Regular Board Meeting
 - G. April 24, 2012 at 4:00 p.m. - Board Workshop
- XI. ADJOURNMENT

CONSENT CALENDAR

MINUTES OF A REGULAR BOARD MEETING

February 15, 2012

Directors Present:

Jay Bogh, President
Bruce Granlund, Vice President
Ian Cuthbertson, Director
Lonni Granlund, Director

Staff Present:

Joseph Zoba, General Manager
Vicky Elisalda, Controller
Brent Anton, Engineering Manager

Directors Absent:

Hank Wochholz, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Richard Siegmund, Customer

The regular meeting of the Board of Directors of the Yucaipa Valley Water District was called to order by Director Jay Bogh at 6:00 p.m. on Wednesday, February 15, 2012 at the Administrative Office Building, 12770 Second Street, Yucaipa, California.

CALL TO ORDER

Director Jay Bogh led the pledge of allegiance.

FLAG SALUTE

The roll was called and Director Jay Bogh, Director Bruce Granlund, Director Ian Cuthbertson, and Director Lonni Granlund were present. Director Hank Wochholz was absent.

ROLL CALL

Director Jay Bogh welcomed the audience members. Richard Siegmund provided comments regarding the amount of billing information provided to developers for plan check and inspection services. There were no other public comments.

PUBLIC COMMENTS

Director Lonni Granlund moved to approve the consent calendar and Director Ian Cuthbertson seconded a motion that carried to approve the consent calendar.

CONSENT CALENDAR

- A. Minutes of Meetings
 - 1. Regular Board Meeting - February 1, 2012
 - 2. Board Workshop - February 7, 2012
 - 3. Board Workshop - February 15, 2012
- B. Payment of Bills
 - 1. Approve/Ratify Invoices of Board Awarded Contracts
 - 2. Approve General Expenses for January 2012

Director Ian Cuthbertson reported on the Yucaipa Valley Water District Board Workshop held on February 7, 2012.

BOARD REPORTS

Director Bruce Granlund reported on the San Bernardino Valley Municipal Water District Advisory Commission meeting held on February 9, 2012

Director Ian Cuthbertson reported on the Yucaipa Valley Water District Board Site Tour and Inspection held on February 15, 2012.

No other board reports were provided.

General Manager Joseph Zoba provided a brief overview of the following topics:

STAFF REPORT

- The next board workshop will be held on Tuesday, February 28, 2012; and
- The District staff recommends the continuance of agenda item 7.c. to allow time to develop a development agreement tailored to lot sales.

DISCUSSION ITEMS:

Following a brief overview of this agenda item by Controller Vicky Elisalda, Director Ian Cuthbertson moved and Director Bruce Granlund seconded a motion to receive and file the unaudited financial report. The motion was approved by a 4-0 vote.

DM 12-017
UNAUDITED FINANCIAL
REPORT FOR THE PERIOD
ENDING JANUARY 31, 2012

Following a brief overview of this agenda item by General Manager Joseph Zoba, Director Lonni Granlund moved and Director Bruce Granlund seconded a motion to adopt Resolution No. 06-2012. The motion was approved by a 4-0 vote.

DM 12-018
ADOPTION OF
RESOLUTION NO. 06-2012
APPROVING AN
INVESTMENT POLICY AND
APPOINTMENT OF THE
GENERAL MANAGER AS
THE DISTRICT
INVESTMENT OFFICER

Pursuant to the recommendation by District staff, there was no action taken regarding this agenda item.

DM 12-019
DEVELOPMENT
AGREEMENT FOR TRACT
NO. 13375 LOCATED ON
OAK GLEN ROAD
APPROXIMATELY 1,500
FEET EAST OF FREMONT
STREET, YUCAIPA

There were no comments from the Directors.

DIRECTOR COMMENTS

There was no closed session conference with legal counsel.

CLOSED SESSION

Director Jay Bogh directed attention to the announcements located on the board meeting agenda. ANNOUNCEMENTS

There being no further business, the meeting was adjourned at 6:11 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

MINUTES OF A BOARD WORKSHOP

February 28, 2012 at 4:00 P.M.

Directors Present:

Jay Bogh, President
Bruce Granlund, Vice President
Ian Cuthbertson, Director
Lonni Granlund, Director
Hank Wochholz, Director

Staff Present:

Joseph Zoba, General Manager
Jack Nelson, Assistant General Manager
Jennifer Ares, Resource Sustainability Manager
Brent Anton, Engineering Project Integrator
John Wrobel, Public Works Superintendent

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Richard Siegmund, Customer
Mary Ann Melleby, San Gorgonio Pass Water Agency
David Dysart, San Gorgonio Pass Water Agency

The items listed below were presented for discussion.

- I. Call to Order - 4:00 p.m.
- II. Public Comments - General Manager Joseph Zoba recognized the members of the Board of Directors, District staff and members of the public in attendance. There were no public comments from the individuals in attendance at the meeting.
- III. Staff Comments -
 - Public Works Manager John Hull provided a brief overview of the vehicle related incident at Crestview Mobile Home Park II over the past weekend.
 - General Manager Joseph Zoba discussed the revised allocation from the California Department of Water Resources related to a reduction in the amount of water available from the State Water Project from 60% to 50%.
- IV. Presentations
 - A. Water Quality Assessment of the Beaumont Management Zone: Identifying Sources of Groundwater Contamination Using Chemical and Isotopic Tracers [Workshop Memorandum No. 12-033] - General Manager Joseph Zoba provided an overview of the report released by the Riverside County Department of Environmental Health related to septic systems in the northern area of the Beaumont Cherry Valley Water District. A discussion was also provided regarding the public meeting conducted on Monday, February 27, 2012.
 - B. 2011 Draft Delivery Reliability Report for the State Water Project [Workshop Memorandum No. 12-034] - General Manager Joseph Zoba provided an overview of the recently released Draft Reliability Report for the State Water Project.
- V. Development Issues
 - A. Development Agreement for Tract No. 13375 Located on Oak Glen Road Approximately 1,500 Feet East of Fremont Street, Yucaipa [Workshop

Memorandum No. 12-036] - General Manager distributed the draft development agreement for Tract No. 13375.

VI. Capital Improvement Projects

- A. Status Report on the Construction of the Yucaipa Valley Regional Brineline [Workshop Memorandum No. 12-037] - Engineering Manager Brent Anton provided a detailed status report on the construction of the Yucaipa Valley Regional Brineline Project and issues recently encountered during the bore and jack operation under San Timoteo Creek.
- B. Status Report on the Construction of the R-10 Recycled Water Reservoir and Booster Complex [Workshop Memorandum No. 12-038] - Engineering Manager Brent Anton provided an overview of the R-10 Reservoir Project. The project was awarded at the January 4, 2012 board meeting and construction is expected to begin in March 2012.
- C. Status Report on the Construction of the Crow Street Pipeline Facilities [Workshop Memorandum No. 12-039] - Engineering Manager Brent Anton provided an overview of the Crow Street Pipeline Project. This project is expected to begin in Spring/Summer 2012.
- D. Status Report on the Construction of the Recycled Water Booster Facility at the Reservoir R-12.1 Complex [Workshop Memorandum No. 12-040] - Engineering Manager Brent Anton provided an overview of the Recycled Water Booster Facility. This project is now out to bid.
- E. Status Report on the Construction of the Wochholz Improved Salinity Effluent (WISE) Project [Workshop Memorandum No. 12-041] - General Manger Joseph Zoba provided an overview of the WISE project which will enable the District to desalt the recycled water source at the Wochholz Regional Water Recycling Facility pursuant to Regional Water Quality Control Board requirements. The bid opening was conducted prior to the board workshop with a recommendation expected to be presented at the regular meeting on March 7, 2012.

VII. Administrative Issues

- A. Request for Proposals for Environmental Services Related to the Construction of Drinking Water Reservoirs and Recycled Water Reservoirs in Pressure Zones 16 and 17 [Workshop Memorandum No. 12-042] - Resource Sustainability Manager Jennifer Ares provided an overview of the request for proposals for environmental services for the replacement reservoirs for Pressure Zone 16 and 17.
- B. Ratification of State Water Resources Grant Agreement No. 11-162-550 for the Construction of Recycled Water Facilities [Workshop Memorandum No. 12-043] - General Manager Joseph Zoba presented an overview of the State Water Resources Control Board Grant Agreement No. 11-162-550 for the WISE Project and Recycled Water improvements. The board members concurred with the ratification based on the need to submit executed documents to the State Water Resources Control Board by February 28, 2012.
- C. Change Order No. 3 to the Contract with Sukut Construction for the Yucaipa Regional Brineline Extension and Non-Potable Water / Outfall Pipeline Project (Phase 1 & 2) [Workshop Memorandum No. 12-044] - Engineering Manager Brent Anton provided an overview of the Change Order No. 3 to the Sukut construction contract. The board members recognized the need to approve

Change Order No. 3 and directed the General Manager to execute the change order as presented with an agenda item for ratification at the next board meeting.

- D. Change Order No. 1 to the Contract with W.A. Rasic Construction for the Yucaipa Regional Brineline Extension Pipeline Project (Phase 3) [Workshop Memorandum No. 12-045] - Engineering Manager Brent Anton provided an overview of the Change Order No. 1 to the W. A. Rasic construction contract. The board members recognized the need to approve Change Order No. 1 and directed the General Manager to execute the change order when it arrived signed by the contractor with an agenda item for ratification at the next board meeting.
- E. Change Order No. 1 to the Contract with Canyon Springs Enterprises dba RSH for the R-10.3 Recycled Water Storage and Booster Complex [Workshop Memorandum No. 12-046] - Engineering Manager Brent Anton provided an overview of the Change Order No. 1 to Canyon Springs construction contract. The board members recognized the need to approve Change Order No. 1 and directed the General Manager to execute the change order when it arrived signed by the contractor with an agenda item for ratification at the next board meeting.
- F. Notice of Completion for the Contract with Sukut Construction for the Yucaipa Regional Brineline Extension and Non-Potable Water / Outfall Pipeline Project (Phase 1 & 2) [Workshop Memorandum No. 12-047] - Engineering Manager Brent Anton provided an overview of the Notice of Completion for the Yucaipa Valley Regional Brineline Phases 1 and 2.
- G. Authorization to Solicit Bids for the Construction of the 12.1 Recycled Water Booster Station [Workshop Memorandum No. 12-048] - Engineering Manager Brent Anton provided an overview of the need to solicit bids for the 12.1 Recycled Water Booster Station to maintain the project schedule.
- H. Authorization to Petition for the Vacation of Crow Street, Calimesa [Workshop Memorandum No. 12-049] - General Manager Joseph Zoba provided an overview of the need to vacate the paper street on the existing property owned by the Yucaipa Valley Water District for the R-10.3 Recycled Water Reservoir Project. The board members authorized the General Manager to initiate the proceedings with the adjacent property owner and the staff members at the City of Calimesa.

VIII. Director Comments - There were no comments from the board members.

IX. Closed Session

- A. Conference with Real Property negotiator(s) (Government Code 54956.8)
Property: Assessor's Parcel Number: 301-201-29
Agency Negotiator: Joseph Zoba, General Manager
Negotiating Parties: Palmer General Corporation
Under Negotiation: Terms of Payment and Price
- B. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: IBEW Local Union 14356 - YVWD Employees Association
- C. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Supervisor Bargaining Unit
- D. Conference with Labor Negotiator (Government Code 54957.6)

District Negotiator: Joseph Zoba, General Manager
Employee Organization: Confidential Employee Bargaining Unit

E. Conference with Labor Negotiator (Government Code 54957.6)

District Negotiator: Joseph Zoba, General Manager
Employee Organization: Exempt Employee Bargaining Unit

A closed session conference was not conducted.

X. Adjournment - The meeting was adjourned at 5:50 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(SEAL)

BOARD REPORTS



**Comprehensive Economic Development
Strategy (CEDS) Committee
Regular Meeting
Agenda**

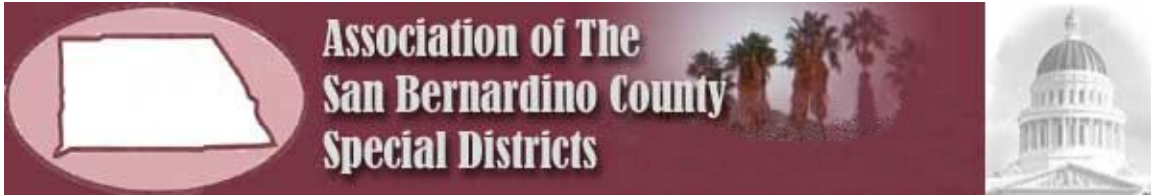
February 9, 2012 - 5:00 PM

**Community Meeting Room - Yucaipa City Hall
34272 Yucaipa Boulevard, Yucaipa, California**

ANY PUBLIC WRITINGS DISTRIBUTED BY THE CITY TO AT LEAST A MAJORITY OF THE COMMITTEE MEMBERS REGARDING ANY ITEM ON THIS SPECIAL MEETING AGENDA WILL BE MADE AVAILABLE AT THE PUBLIC SERVICE COUNTER AT CITY HALL, 34272 YUCAIPA BOULEVARD, DURING NORMAL BUSINESS HOURS.

- I. Call to Order**
- II. Self Introductions**
- III. Approval of Minutes**
- IV. Public Comment**
- V. Old Business**
 - A. Update on Dunlap EDA Application**
 - B. Potential New Industrial/Manufacturing Users**
- VI. New Business**
 - A. Review of CEDS Goals and Implementation Actions**
 - B. EDAC Blue Ribbon Committee Recommendation**
- VII. Adjourn**

Next meeting is scheduled for April 12, 2012



Chino Valley Independent Fire District will be hosting the **February 27, 2012** Membership Meeting at:
5092 Schaefer Avenue in the City of Chino

Social Hour:

Begins at 6:00 PM with a call to order at 6:45 PM.

Dinner:

Appetizers will include Chipotle Shrimp, Tropical Tenders, Ceviche, Chips/ Salsa. Dinner: Fresh Romaine with Tomatoes, Carrots, Cucumbers, Cranberries, and Apples with Ranch or Tomato Basil Vinaigrette. Dinner: Steak with Creamed Horseradish side. Roasted Turkey Breast with Gravy. Side Dish Scalloped Potatoes, Grilled Asparagus, Zucchini, Bell peppers and Sweet Onions. Dessert: Assorted Fresh Baked Mini Carrot Cake Cupcakes, Chocolate Confusion, Chocolate Macadamia Nut Cookies, Royale, Oatmeal Raisin, Lemon Cooler and Chocolate Chunk. Your choice of Iced Tea, Lemonade, Assorted Sodas, Bottled Water.

Program:

Fourth District San Bernardino County Supervisor Gary Ovitt will be addressing the membership.
\$35.00/ per person

RSVP:

Cheryl Vermette at 760.985.2787 or email: cherylvermette@gmail.com

Make checks payable to ASBCSD and send to:

Attention: Cheryl Vermette
PO BOX 205
Montclair, CA 91763

District/Associate Attendee:

Reminder: There is a \$2 surcharge for reservations made after the deadline date, as well as for coming to dinner with no reservations. You will also be billed for the dinner if your cancellation is not received prior to the deadline.



Yucaipa Valley Water District

Notice and Agenda of a Board Workshop Tuesday, February 28, 2012 at 4:00 p.m.

MEETING LOCATION: District Administration Building
12770 Second Street, Yucaipa

MEMBERS OF THE BOARD: Director Ian Cuthbertson, Division 1
Director Bruce Granlund, Division 2
Director Jay Bogh, Division 3
Director Lonni Granlund, Division 4
Director Hank Wochholz, Division 5

- I. **Call to Order**
- II. **Public Comments** At this time, members of the public may address the Board of Directors on matters within its jurisdiction; however, no action or significant discussion may take place on any item not on the meeting agenda.
- III. **Staff Report**
- IV. **Presentations**
 - A. Water Quality Assessment of the Beaumont Management Zone: Identifying Sources of Groundwater Contamination Using Chemical and Isotopic Tracers [[Workshop Memorandum No. 12-033 - Page 11 of 278](#)]
 - B. 2011 Draft Delivery Reliability Report for the State Water Project [[Workshop Memorandum No. 12-034 - Page 105 of 278](#)]
- V. **Operational Issues**
 - A. Sewer Collection System Integrity Testing [[Workshop Memorandum No. 12-035 - Page 201 of 278](#)]
- VI. **Development Issues**
 - A. Development Agreement for Tract No. 13375 Located on Oak Glen Road Approximately 1,500 Feet East of Fremont Street, Yucaipa [[Workshop Memorandum No. 12-036 - Page 203 of 278](#)]

VII. Capital Improvement Projects

- A. Status Report on the Construction of the Yucaipa Valley Regional Brineline [[Workshop Memorandum No. 12-037 - Page 205 of 278](#)]
- B. Status Report on the Construction of the R-10 Recycled Water Reservoir and Booster Complex [[Workshop Memorandum No. 12-038 - Page 210 of 278](#)]
- C. Status Report on the Construction of the Crow Street Pipeline Facilities [[Workshop Memorandum No. 12-039 - Page 212 of 278](#)]
- D. Status Report on the Construction of the Recycled Water Booster Facility at the Reservoir R-12.1 Complex [[Workshop Memorandum No. 12-040 - Page 213 of 278](#)]
- E. Status Report on the Construction of the Wochholz Improved Salinity Effluent (WISE) Project [[Workshop Memorandum No. 12-041 - Page 214 of 278](#)]

VIII. Administrative Issues

- A. Request for Proposals for Environmental Services Related to the Construction of Drinking Water Reservoirs and Recycled Water Reservoirs in Pressure Zones 16 and 17 [[Workshop Memorandum No. 12-042 - Page 217 of 278](#)]
- B. Ratification of State Water Resources Grant Agreement No. 11-162-550 for the Construction of Recycled Water Facilities [[Workshop Memorandum No. 12-043 - Page 239 of 278](#)]
- C. Change Order No. 3 to the Contract with Sukut Construction for the Yucaipa Regional Brineline Extension and Non-Potable Water / Outfall Pipeline Project (Phase 1 & 2) [[Workshop Memorandum No. 12-044 - Page 256 of 278](#)]
- D. Change Order No. 1 to the Contract with W.A. Rasic Construction for the Yucaipa Regional Brineline Extension Pipeline Project (Phase 3) [[Workshop Memorandum No. 12-045 - Page 259 of 278](#)]
- E. Change Order No. 1 to the Contract with Canyon Springs Enterprises dba RSH for the R-10.3 Recycled Water Storage and Booster Complex [[Workshop Memorandum No. 12-046 - Page 262 of 278](#)]
- F. Notice of Completion for the Contract with Sukut Construction for the Yucaipa Regional Brineline Extension and Non-Potable Water / Outfall Pipeline Project (Phase 1 & 2) [[Workshop Memorandum No. 12-047 - Page 265 of 278](#)]
- G. Authorization to Solicit Bids for the Construction of the 12.1 Recycled Water Booster Station [[Workshop Memorandum No. 12-048 - Page 274 of 278](#)]
- H. Authorization to Petition for the Vacation of Crow Street, Calimesa [[Workshop Memorandum No. 12-049 - Page 276 of 278](#)]

IX. Director Comments

X. Closed Session

- A. Conference with Real Property negotiator(s) (Government Code 54956.8)
Property: Assessor's Parcel Number: 301-201-29
Agency Negotiator: Joseph Zoba, General Manager
Negotiating Parties: Palmer General Corporation
Under Negotiation: Terms of Payment and Price
- B. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager

- Employee Organization: IBEW Local Union 14356 - YVWD Employees Association
- C. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Supervisor Bargaining Unit
 - D. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Confidential Employee Bargaining Unit
 - E. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Exempt Employee Bargaining Unit

XI. Adjournment

STAFF REPORT

DISCUSSION ITEMS



Director Memorandum 12-020

Date: March 7, 2012

Prepared By: Joseph Zoba, General Manager

Subject: Approval of Development Agreement No. 02-2012 for Tract No. 13375, Oakdel Court, Located North of Oak Glen Road Approximately 1,500 Feet East of Fremont Street, Yucaipa

Recommendation: Pending.

At the board meeting held on February 15, 2012, the District staff requested that no action be taken on the proposed development agreement for Tract No. 13375 [Director Memorandum No. 12-019]. Instead of approving a typical development agreement for this project, the District staff has been developing a specific agreement crafted for individual lot sales.

The attached draft development agreement is currently being reviewed by the developer in anticipation of being adopted at the board meeting.

AGREEMENT TO PROVIDE WATER AND SEWER SERVICE TO THE PRIVATE DEVELOPMENT OF TRACT NO. 13375 FOR THE PURPOSE OF INDIVIDUAL LOT SALES

This Agreement is made and effective on March 7, 2012, by and between the YUCAIPA VALLEY WATER DISTRICT, a public agency ("District") and Richard Siegmund, ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

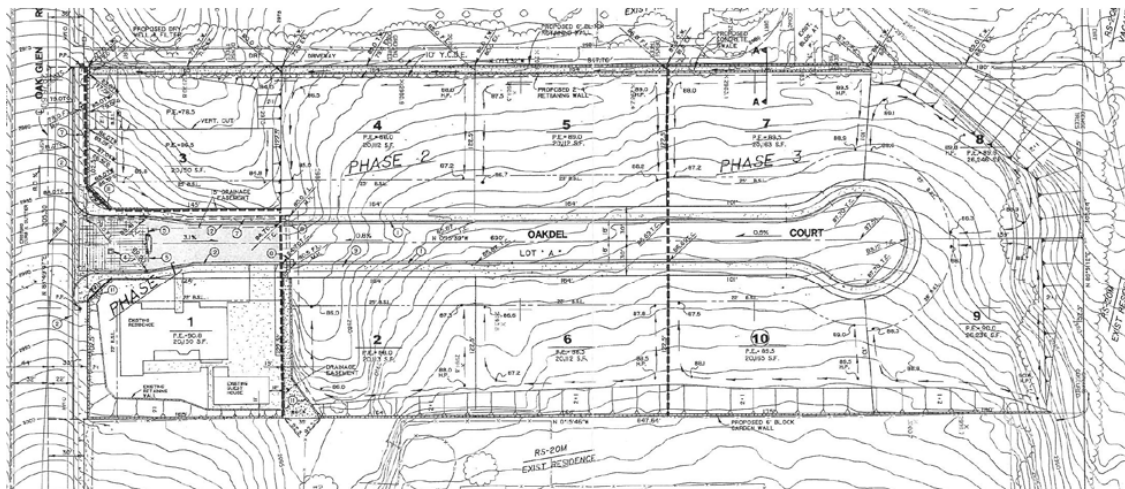
Contact information for the parties is as follows:

DISTRICT:
Yucaipa Valley Water District
12770 Second Street
Post Office Box 730
Yucaipa, California 92399-0730
Attn: Joseph B. Zoba, General Manager
Telephone: (909) 797-5119
Facsimile: (909) 797-6381

DEVELOPER:
Richard Siegmund
Post Office Box 968
Yucaipa, California 92399
Attn: Richard Siegmund
Telephone: (951) 538-1525
Facsimile: (951) _____

PROJECT DESCRIPTION

This project involves the development of nine residential lots; each lot is greater than 20,000 square feet in size as shown on the following map. Water and sewer infrastructure will be constructed by the Developer to provide service to each of the nine lots on Oakdel Court. The Parties agree that Tract No. 13375 will only be recorded following the issuance of a written release by the Yucaipa Valley Water District indicating the completion of all water and sewer facilities and payment of applicable fees as identified within this Agreement. Only after the Yucaipa Valley Water District approves and accepts all water and sewer infrastructure within the Project Tract No. 13375 and the Tract Map is recorded by the City of Yucaipa, will the Developer conduct a transaction with another party to sell part, portions or individual lots within this development.



RECITALS

WHEREAS, Developer desires to develop its property situated within the service area of the District as described above, herein referred to as the "Project"; and

WHEREAS, Developer proposes to develop the Property in the manner generally proposed and in accordance with the currently approved maps and construction drawings reviewed and approved by the Yucaipa Valley Water District; and

WHEREAS, Developer desires to obtain water (as used herein, "water" includes recycled water where applicable) and sewer service from the District for its development in accordance with the District's Rules, Regulations and Policies; and

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions by which the District will provide water and sewer service to the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Developer and the District agree as follows:

1. **General Description.** The Developer proposes to develop its Property as provided on the development construction drawings as approved by the District which includes Facilities (the "Facilities") necessary for the District to provide drinking water, sewer service and recycled water to the Project, which Facilities are described in Section 19 below. Once constructed by the Developer and accepted by the District, title to the Facilities (and associated right-of-way) shall be conveyed by the Developer to the District, and the District shall operate and maintain the Facilities and shall provide water and sewer service to the Developer's Project in accordance with the District's rules and regulations and the provisions of this Agreement.

2. **Licensed Professionals.** All work, labor and services performed and provided in connection with the preparation of real property and right-of-way surveys and descriptions, the preparation of construction specifications, plans and drawings, and the construction of all facilities, shall be performed by, or under the direction of, professionals appropriately licensed by the State of California and in good standing.

3. **Plan Acceptance.** The District shall review and approve all construction drawings and specifications ("Plans") related to the construction of the facilities necessary to serve the Project. Upon its final review and approval of the plans, the District shall sign the construction drawings ("Plan Acceptance") indicating such approval. Plans are subject to an annual review by the District and modifications may be made by the District to conform to revised construction standards.

The Developer shall not permit, or suffer to permit, the construction of the Facilities without having first obtained Plan Acceptance. In the event the Developer fails or refuses to obtain the Plan Acceptance, the District may refuse, in its sole discretion and without liability to the Developer, to issue its Facility Acceptance when the Facilities are completed.

The Developer shall not deviate from any approved plans and/or specifications without the District's prior written approval.

4. Construction of Facilities. Prior to proceeding with the construction of the Facilities, the Developer shall schedule and conduct a preconstruction conference with the District's General Manager and the District Engineer and/or their designees or agents.

All construction work shall be inspected by District personnel and/or by District's consultants at the sole cost of the Developer. The Developer acknowledges that the inspector(s) shall have the authority to require that any and all unacceptable materials, workmanship, construction and/or installation not in conformance with either (i) the Plans subject to a Plan Acceptance, or (ii) standard practices, qualities and standards in the industry, as reasonably determined by the District, shall be replaced, repaired or corrected at Developer's sole cost and expense.

In the event the Developer's contractor proposes to work overtime and beyond normal business hours, the Developer shall obtain the District's approval at least 24 hours in advance to coordinate inspection services. The Developer shall be solely responsible for paying all costs and expenses associated with such inspection services.

5. Facility Acceptance. After the testing and disinfection required in Section 9 below, the District shall, upon request of Developer, cause the final inspection of a Facility which developer indicates is completed. If the District finds such Facilities to have been completed in conformance with the Plans for which a Plan Acceptance has been issued, then the District shall promptly issue to Developer a letter ("Facility Acceptance") indicating satisfactory completion of the Facility and District's acceptance thereof. Neither inspection nor issuance of the Facility Acceptance shall constitute a waiver by District of any claims it might have against Developer for any defects in the work performed, the materials provided, or the Facilities constructed.

6. Construction of Connections to DISTRICT Facilities. Unless otherwise agreed to in writing by the District, the District shall furnish all labor, materials and equipment necessary to construct and install connections between the Facilities and the District's drinking water, recycled water, and sewer systems. All costs and expenses associated therewith shall be paid by the Developer.

7. Compliance with Law and DISTRICT Regulations. The Developer hereby agrees that all Facilities shall be planned, designed and constructed in accordance with all applicable laws, rules, regulations and policies in effect at the time of construction. The Developer shall strictly comply with all applicable law, rules and regulations, concerning the provision of services, materials and the payment of wages. The Developer shall keep fully informed of and obey all laws, rules and regulations, and shall indemnify the District against any liability arising from Developer's violation of any such law, rule or regulation.

8. Developer's Warranties. The Developer shall unconditionally guaranty, for a period of one year following the District's Facility Acceptance thereof, any and all materials and workmanship, at the Developer's sole cost and expense. The provision of temporary water service through any of the Developer's Facilities, prior to District's acceptance of same, shall not nullify nor diminish the Developer's warranty obligation, nor shall the Developer's warranty obligation be voided if the District determines, in its sole discretion, to make any emergency repairs necessary to protect the public's health, safety or welfare or to ensure continuity of water or sewer service.

- 9. Testing and Disinfection.** Prior to Facility Acceptance, the Developer, at its sole cost and expense, shall undertake and satisfactorily complete a testing program for all Facilities and shall disinfect all Facilities in accordance with the District's procedures and other applicable laws, rules and regulations.
- 10. Bond Requirements.** The Developer shall provide to the District, in a form satisfactory to the District, the following bonds:
- a. Warranty Bond. A warranty bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount not less than one hundred percent (100%) of the total cost of any and all construction performed hereunder, insuring against any and all defects in the Facilities constructed hereunder, for a period of not less than one full year after the date of Facility Acceptance.
 - b. A Labor and Materials Payment Bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount not less than one hundred percent (100%) of the total cost of any and all construction performed hereunder per California Civil Code Sections 3247 and 3248(a).
 - c. Miscellaneous Bond Requirements. All bonds required by this Section shall be provided to the District within sixty (60) days of the date that this Agreement was approved by the District's Board of Directors. All bonds required by this section are subject to the approval as to form and content by the General Manager and District's Legal Counsel. All bonds required by this section shall be provided by a surety that is an "admitted" surety insurer authorized to transact surety insurance in California, with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bonds, and each bond shall not be in excess of ten percent (10%) of the surety insurer's assets. The bond shall be duly executed and shall meet all of the requirements of Section 995.660 of the Code of Civil Procedure.
- 11. Title to Facilities and Right-of-Way.** Provided that the Developer's Facilities are designed and constructed as required hereunder and the District proposes to issue its Facility Acceptance, the Developer shall, concurrently with the District's Facility Acceptance, convey ownership title to all Facilities (and right-of-way, if applicable) to the District, free and clear of any and all liens and encumbrances except those that are expressly agreed to by the District. The District may require fee title or an easement, depending upon the location of the Facility through action by the Board of Directors. Upon conveyance of title, the District shall assume the responsibility of operating and maintaining the Facilities, subject to the Developer's warranty as provided herein. The Developer acknowledges and agrees that the District shall not be obligated to operate and maintain the Facilities and to provide service to and through them until all applicable conditions hereunder are satisfied and title to the Facilities has been conveyed and delivered to the District in recordable form.
- 12. Risk of Loss.** Until such time as acceptance thereof by the District and until good and marketable title to the easements, rights-of-way and Facilities are conveyed and delivered to the District in recordable form, the Developer shall be solely and completely responsible for any and all losses and/or damage of every kind or nature to the easements, rights-of-way and Facilities.

13. Conditions Precedent to the Provision of Water and Sewer Service. Unless the District otherwise agrees in writing, the District shall not be obligated to provide any water and/or sewer service to the Developer's project or any part thereof, including model homes, until after all of the appropriate obligations imposed upon the Developer have been completed including, without limitation, conveyance to the District of the right-of-way and Facilities associated with the requested service. Upon acceptance of the right-of-way and the Facilities and upon such other terms and conditions as may be reasonable, the District shall provide the service requested and assume the responsibility for operating and maintaining the affected Facilities. Service provided by the District shall be in accordance with its rules and regulations and shall be comparable in quality of service to that provided all similarly situated customers.

14. Developer's Fees, Charges, Costs and Expenses. The Developer shall be solely responsible for the payment to the District of all fees, charges, costs and expenses related to the Facilities. The Developer shall deposit with the District, to be held in a trust account administered by the District, the sum of 10% of the construction costs as a deposit 30 days prior to the start of any construction at the Project.

The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit. The District shall provide a monthly accounting of how funds were disbursed. The Developer further agrees to periodically and promptly replenish, upon a billing issued therefore by the District, the trust fund in order to maintain a minimum amount as specified by the District. Should any unexpended funds remain in the trust account upon termination of this Agreement, then such funds shall be reimbursed to the Developer.

16. Permits, Licenses and CEQA Documentation. The Developer shall be solely responsible for securing and paying for all permits and licenses necessary to develop its project. The Developer shall be solely responsible for complying with the California Environmental Quality Act under the auspices of the City and/or County within which the Project is situated. However, upon request, the Developer shall furnish to the District all relevant environmental documentation and information. The Developer, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges to the Developer's entitlements including permits, licenses and CEQA documents.

17. Indemnification and Hold Harmless. The Developer and the District agree that the District should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance by Developer of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible to the District, except for liability attributable to the District's active negligence.

Developer acknowledges that the District would not enter into this Agreement in the absence of this commitment from the Developer to indemnify and protect the District as set forth here. Therefore, the Developer shall defend, indemnify and hold harmless the District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by the District, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part in the

performance by Developer of this Agreement. All obligations under this provision are to be paid by the Developer as incurred by the District.

18. **Insurance.** The Developer agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. The following coverage's will be provided by the Developer and maintained on behalf of the District and in accordance with the requirements set forth herein.

a. Commercial General Liability Insurance (Primary) shall be provided on ISO-CGL Form No. CG 00 01 10 93. Policy limits shall be no less than \$1,000,000 per occurrence for all coverages and \$2,000,000 general aggregate. The District and its officials, employees and agents shall be added as additional insureds using ISO Form CG 20 10 10 93. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the District or any employee or agent of the District. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

b. Umbrella Liability Insurance (over Primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than \$2,000,000 per occurrence and in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.

c. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the District, its employees or agents.

d. The Developer and the District further agree as follows:

i. All insurance coverage provided pursuant to this Agreement shall not prohibit the Developer, and the Developer's employees or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against the District.

ii. Unless otherwise approved by the District in writing, the Developer's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.

iii. The Developer agrees to provide evidence of the insurance required herein, satisfactory to the District, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to the Developer's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The Developer agrees to provide complete certified copies of policies to the District within 10 days of the District's request for such copies.

iv. In the event of any loss that is not insured due to the failure of the Developer to comply with these requirements, the Developer agrees to be responsible for any all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the District, or the District's officials, employees and agents as a result of such failure.

v. The Developer agrees not to attempt to avoid its defense and indemnity obligations to the District and its employees, agents and officials by using as defense the Developer's statutory immunity under workers' compensation and similar statutes.

19 Special Conditions. The following conditions, being contained herein, will be required by the District in order to receive water, recycled water and sewer service for the Project.

a. Potable Water Related Facilities. An existing potable water pipeline currently exist within the southerly boundary of Tract No. 13375 and shall be extended north within the development to serve the individual lots pursuant to Yucaipa Valley Water District rules and regulations as well as all current applicable standards for dual plumbed homes and fire sprinkler service.

b. Sewer Related Facilities. An existing sewer mainline currently exists within the southerly boundary of Tract No. 13375 and shall be extended north within the development to serve the individual lots pursuant to Yucaipa Valley Water District rules and regulations.

c. Recycled Water Related Facilities. The existing home on Lot 1 and entrance feature for the development was constructed prior to the installation of any recycled water infrastructure. Due to the current progress of the development, a recycled water pipeline will not be required to be installed to provide service to lots within Tract No. 13375. However, Lots 2, 4, 5, 6, 7, 8, 9, and 10 will be required to have a second water meter for irrigation purposes and dedicated for the use of recycled water in the future. The recycled water meter shall be identified as such in accordance with local and state laws and connected to the potable water mainline until a recycled water pipeline is constructed within the Project in the future.

d. Individual Lot Sale Requirements. This project involves the development of nine residential lots (lots 2, 3, 4, 5, 6, 7, 8, 9, and 10), each lot being greater than 20,000 square feet in size. Water and sewer infrastructure will be constructed by the Developer

to provide service to each of the nine lots on Oakdel Court. The Parties agree that Tract No. 13375 will only be recorded by the City of Yucaipa following the issuance of a written release and approval by the Yucaipa Valley Water District indicating the completion of all water and sewer facilities and payment of applicable fees as identified within this Agreement. Only after the Yucaipa Valley Water District approves and accepts all water and sewer infrastructure within the Project Tract No. 13375 and the Tract Map is recorded by the City of Yucaipa, will the Developer conduct a transaction with a third party to sell part, portions or individual lots within this Project or obtain a building permit for the construction of a home on any lot identified in this Agreement.

e. Irrigation with Recycled Water. The Developer shall provide written notification to any buyer, with copies to the District, summarizing: (1) the securitization of water supplies in advance of construction pursuant to the District's latest sustainability requirements; (2) facility capacity charges required prior to building permits; and (3) the anticipated use of recycled water for irrigation purposes.

f. The Developer shall be responsible for the payment of all invoices related to the Project. Any outstanding invoice amount is required to be paid prior to starting service to any lot within the Project.

20. Term and Termination of Agreement. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:

a. If the Project related trust account maintains a negative fund balance for greater than 60 days, or if the Developer fails or refuses to make a trust account deposit sufficient to cure a negative account balance;

b. Within 6 months of the effective date of this Agreement, if the initial construction contemplated hereunder has not commenced within such time;

c. Immediately, upon abandonment or bankruptcy by the Developer of the Project and/or the work hereunder;

d. Within 15 days of the date of the issuance of a Notice of Default by the District to the Developer in the event the Developer fails or refuses to perform, keep or observe any of the terms, conditions or covenants set forth in this Agreement.

Any termination of this Agreement shall not be construed as a waiver of any claim the District may have against the Developer or that the Developer may have against the District.

In the event of termination, and in order to counteract any threat to the public's health, safety or welfare, the District shall have the right, without liability to the Developer, to complete, at the Developer's non-reimbursable expense, all or a portion of the Facilities constructed pursuant to this Agreement.

Notwithstanding the foregoing, the Indemnification clauses contained herein shall survive the termination of this Agreement:

21. **Status of the Parties.** This Agreement is not intended to create, and nothing herein contained shall be construed to create, an association, a trust, a joint venture, a partnership or other entity of any kind, or to constitute either party as the agent, employee or partner of the other.
22. **Amendment; Assignment.**
- a. **Amendment.** This Agreement may be amended, from time-to-time, by mutual agreement of the District and the Developer, in writing signed by both parties. The District and the Developer further agree that to the extent this Agreement does not address all aspects of the Project, the Parties shall meet, confer and negotiate in good faith, and execute a written amendment or supplement to this Agreement.
- b. **Assignment.** This Agreement shall not be assigned, whether in whole or in part, by the Developer without the prior written consent of the DISTRICT.
23. **Force Majeure.** If either the District or the Developer is delayed, hindered or prevented from performing any term of this Agreement by any cause beyond either party's control including, without limitation, any strike, walkout, prohibitions imposed by law, rules or regulations, riot, war, act of God or the default of the other party, then such performance may be excused or the time of performance tolled during the period of delay.
24. **Incorporation of Prior Agreements.** This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.
25. **Waiver.** No waiver by either party of any provisions of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.
26. **Severance.** If any provision of this Agreement is determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this Agreement provided that the purpose of this Agreement is not frustrated.
27. **District's Disclaimer.** Utilizing fees and facilities provided to the District by the Developer, the District will supply potable water, recycled water, and wastewater collection and treatment services to the Developer's Property and development thereon. However, the District shall not be obligated to utilize public funds to subsidize the Developer's Project. The District shall not be obligated to provide water service to the Project prior to the purchase of sustainability sources in a manner consistent with the latest rules and regulations as set forth by the District.
28. **Preparation of This Agreement.** This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.
29. **Dispute Resolution.** Unless the parties enter into a written stipulation to the contrary, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the parties mutually agree upon in accordance with its rules for such mediation.

IN WITNESS WHEREOF, the parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: _____

By: _____

Print Name

Print Title

DEVELOPER

Dated: _____

By: _____

Print Name

Print Title

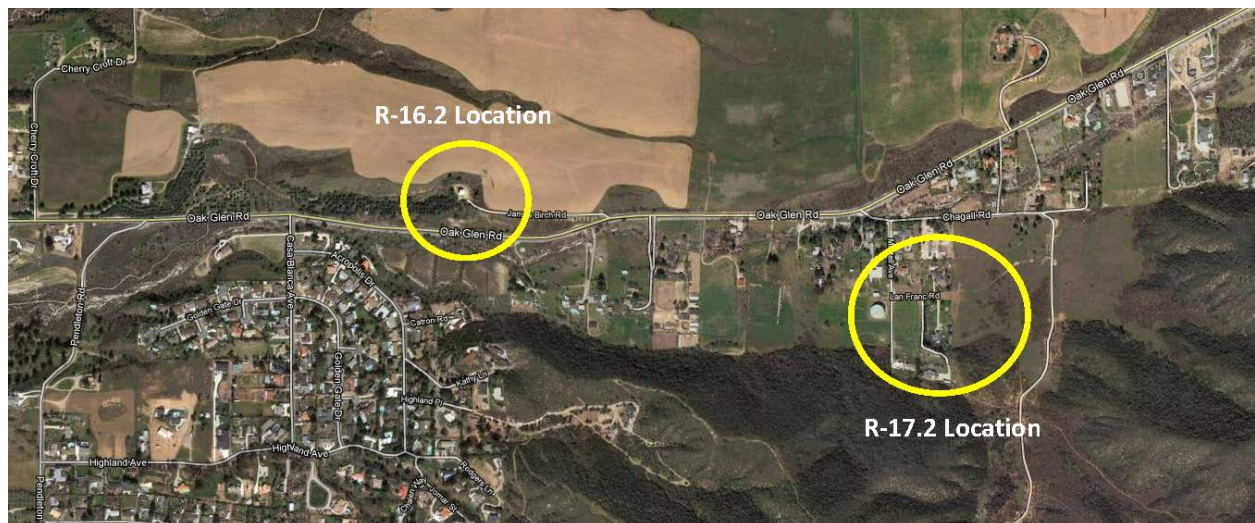
Date: March 7, 2012

Prepared By: Jennifer Ares, Resource Sustainability Manager

Subject: Authorization to Request for Proposals for Environmental Services Related to the Construction of Drinking Water Reservoirs and Recycled Water Reservoirs in Pressure Zones 16 and 17

Recommendation: That the Board authorizes the District staff to finalize the attached RFP and distribute to selected environmental consultants.

The District staff is in the process of preparing a Request for Proposals to solicit information from qualified environmental consulting firms for the preparation of environmental documents associated with the replacement of Reservoirs R-16.2 and R-17.2. Both of these reservoirs have been identified as important facilities for water service in the upper elevations of our service area.





Yucaipa Valley Water District

12770 Second Street, Yucaipa, California 92399

**Request for Proposals
for
Environmental Services
Related to Construction of Reservoirs 16.2 and 17.2**

March 8, 2012

Proposals Due – _____, 2012 at 2:00 p.m.

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This request for Proposals describes the basic project, the anticipated scope of services, the consultant selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification.

I. BACKGROUND INFORMATION

General

Yucaipa Valley Water District is a self-governed special district responsible for water treatment, water production, water delivery, wastewater collection, wastewater treatment and recycled water delivery in the Yucaipa Valley. The service area of the District encompasses approximately 50 square miles and includes the cities of Yucaipa and Calimesa as well as unincorporated areas of San Bernardino and Riverside counties.

Water Supply System

Historically, the District has depended solely on groundwater sources and surface water from the local mountains to meet its water demand with groundwater providing approximately 92 percent of the total supplies. The District recognized that current local surface and ground waters are not sufficient to satisfy the water demands of the community resulting in the importation of State Water Project water. Currently the District receives 45% of its water supply from imported water, 52% from groundwater sources and 3% from local surface water sources.

Recycled Water System

The District is operates an extensive recycled water system as a method of enhancing local water supplies. Recycled water not only provides an additional water resource, but also reduces the reliance and quantity of imported water supplies from Northern California. The ultimate recycled water system is expected to include nine reservoirs with a total capacity of seventeen million gallons, four booster stations, and approximately 50 miles of pipelines. These facilities will be used to provide recycled water to schools, parks, golf courses, and residential customers.

Sewer System

Wastewater generated within the District consists primarily of domestic flow generated from residential, commercial, institutional and light industrial sources. The District maintains a sewer collection system of approximately 170 miles of gravity lines and close to 4,000 manholes. The backbone of the District's collection system is composed of three major interceptors: Lift Station No. 1 Interceptor, Calimesa Interceptor and the 4th Street/Avenue E Interceptor. The District also operates five wastewater lift stations throughout the Yucaipa Valley.

The wastewater collected in the District's service area is conveyed to the Henry N. Wochholz Regional Water Recycling Facility. The wastewater treatment plant was originally constructed in 1986 and has been expanded to produce up to 8 million gallons per day of recycled water. Currently, the average wastewater flow is about 3.5 million gallons per day.

II. PROJECT DESCRIPTION

The Yucaipa Valley Water District (the District) is requesting proposals from qualified environmental consulting firms for services associated with completion of environmental documents associated with the construction of Reservoirs R-16.2 and R-17.2.

Reservoir R-16.2

For the past four decades, the Yucaipa Valley Water District has utilized this particular site for a functional water storage reservoir that provides service to a large portion of the District's service area. The proposed project will include two water storage reservoirs: one drinking water reservoir and one recycled water reservoir. The construction project will require the removal of the existing reservoir when the drinking water reservoir is completed but prior to the construction of the recycled water reservoir.

The newly constructed reservoirs 16.2 (R-16.2) will be approximately 1.2 million gallons for the drinking water reservoir and 0.25 million gallons for the recycled water reservoir. The 1.2 MG drinking water reservoir will have a footprint of approximately 83 feet in diameter. The 0.25 recycled water reservoir will have a footprint of approximately 44 feet in diameter. The total project area of impact for the two new reservoirs and booster station is approximately two acres.

Reservoir R-17.2

Construction of Reservoir R-17.2 will also replace an existing reservoir. The newly constructed reservoirs will consist of one 1.5 million gallon drinking water reservoir and one 0.75 million gallon recycled water reservoir. The 1.5 million gallon drinking water reservoir is approximately 93 feet in diameter and the 0.75 million gallon recycled water reservoir is anticipated to be 66 feet in diameter. The total project footprint for the two tanks and booster station is approximately two to three acres. The project footprint is dependent upon the final reservoir layout alternative selected by the District.

Environmental Compliance

The selected consultant will be expected to provide the necessary justification for the proper environmental analysis.

III. TENTATIVE SCHEDULE

The following tentative schedule has been compiled by District staff to integrate the work product from this project into other studies and reports. Therefore, any inability to meet the proposed schedule should be disclosed at the time of submitting your proposal for the project.

- Request for Proposals Issued
- Site Visit with Consultants
- Proposals Due at District Office by 2:00 p.m.
- Anticipated Meeting with Committee/Board Members
- Board Approval of Consultant Agreement
- Notice to Proceed with Environmental Documentation
- Completion of Environmental Documentation

IV. SCOPE OF WORK

The selected consultant shall provide a detailed written monthly progress report to the District with all invoices to receive payment. As a minimum, the Consultant's services shall include:

1. Preliminary Services

- A. Meet with District staff to discuss the project and obtain information furnished by the District.
- B. Compile and review existing documents.
- C. Conduct a site tour of property, two locations to determine where reservoirs will be placed.

2. Environmental Documentation

Consultant shall provide the District with a project description and facilitate the completion of the necessary environmental documentation. Consultant shall analyze the project footprint and impacts to surrounding vegetation and cultural resources and other environmental factors that may be of concern to the regulatory agencies. Consultant shall perform all related environmental research necessary to complete the project.

3. District Meetings

The Consultant shall meet with the District staff as is necessary during execution of the project. A detailed written monthly status report is to be provided along with invoices which are due prior to the fifth of each month.

The consultant shall allow sufficient time to respond to comments and provide presentations at one board workshop, one board meeting and at the public hearing.

V. SUBMITTAL REQUIREMENTS

The District requires that each proposal clearly address all of the requirements outlined in this Request for Proposal. The proposal shall be limited to a maximum of 10 pages including cover letter with ten hard copies and one electronic provided to the District. Resumes and company qualification brochure data may be added to the 10 page proposal, provided they are located in an appendix at the back of the proposal.

The proposal submitted may be organized as the consultant chooses. However, the proposal must be clear and concise, and contain information covering all the following topics:

- Scope of Work & Methodology

Outline the firm's understanding of the project and summarize the basic approach to providing professional services for the project. Descriptions of specific procedures and methods to enable the District to assess the consultant's capability to conduct this project in a structured, competent and efficient fashion.

- Suggested Modifications and Enhancement of Proposal

In the event the Consultant feels that the interest of the District would better be served by inclusion, exclusion or revision of any requirement, they may include a short section describing said recommendation with estimated costs. The costs for any additional work shall be clearly identified and will be considered to be in addition to the cost included in the Estimate of Fee. In any case, all of the requirements stated in this RFP must be addressed to constitute an acceptable proposal.

- Schedule for Completion

The tentative schedule shown in Section III of this RFP has been compiled by District staff to comply with the funding requirements for this project. Therefore, any inability to meet the proposed schedule should be disclosed at the time of submitting your proposal for the project. The Consultant shall therefore address any scheduling issues associated with the project with a brief description of how any suggested modifications or enhancements will affect the proposed schedule.

The consultant shall provide the District with a proposed schedule for the completion of the environmental documentation based on the proposed environmental documentation required.

- Personnel

Provide the resumes of individuals that will be assigned to the project and other staff personnel available to support the project.

The contract will provide that any substitution of these key personnel is subject to the written approval of the District; and if not approved, the contract may be terminated.

The consultant shall designate a Contact Person who shall be one of the key personnel. Said Contact Person shall respond to inquiries and otherwise provide information requested by the District. In addition, the Contact Person shall keep the District up to date in regard to all progress on the services provided and otherwise provide information regarding the status of the project.

- Qualifications

Submit descriptions of similar projects that have been performed by the firm within the last five years. Include with the description the client name, address, phone number and a contact person familiar with the work performed by the consultant.

- Proposed Fee for Services – To Be Included With Proposal

The District anticipates on proceeding with this project by issuing one task order to the selected consultant. The task order will be for the completion of environmental documentation for the proposed project.

On a table marked “Environmental Documentation Costs” provide details on the proposed fee for services and include the following:

1. Hours of work allocated for completion of the Environmental Documentation. This should include a breakdown of the hours required to complete the project per person with the individual's title and hourly rate identified. Please be advised that the District's Board of Directors intend on issuing Task Order No. 1 as a **sum not-to-exceed** for the negotiated contract amount.
2. A summary of all anticipated additional expense items should be included for completion of the Project. The District will not allow a percentage mark-up of any outside expenses related to this project.
3. An hourly rate schedule for all personnel indicated in the proposal including any a separate rate schedule for any sub consultants used. The District will not allow a labor rate change for employees and sub-consultants of the selected Consultant during the term of this contract.

Selection of the consultant, if one is selected, will be based on demonstrated competence and qualifications to render the services at a fair price.

VI. SELECTION PROCESS

Selection Criteria

Major selection criteria used to evaluate the technical proposals received include, but are not limited to the following:

- Past performance and qualifications of the proposed key project team members on similar projects.
- Reasonable cost estimates for the proposed work.
- Familiarity with and capability to handle all aspects of the work.
- Ability to commence work immediately and complete the project within the proposed time frame.
- The proposed project approach, scope, manner and thoroughness in which it is presented in the proposal.
- The firm's experience, the designated project manager's experience, staff availability, stability, financial responsibility and past performance on similar projects.
- Lack of personnel and/or organizational conflicts of interest.
- List any subcontract employees or firms and their specific responsibility for completing a portion of the project.
- Ability to schedule and complete the project in a timely manner.

Selection Process

The proposals will be evaluated and ranked by a committee of selected District staff and may include board members. The top firm will meet with the members of a committee of the Board and/or workshop of the board to discuss the contract prior to presentation to the Board of Directors for approval. If agreement cannot be reached with the top ranked firm, the negotiations will be terminated and the firm so informed in writing. The second ranked firm will then be invited to enter into the negotiation process and so on, until an agreement is reached. With the ability to select more than one consultant for the proposed project, there may be negotiations conducted with more than one consultant.

Contract Award and Agreement

The contract, if awarded, will include the scope of work and a not to exceed contract price with the selected consultant for each phase of the project.

A sample contract agreement is included in Attachment D within this RFP for the consultant's review. Consultant's having any concerns or objections to the terms and requirements of the proposed Agreement shall clearly identify the terms of concern, the nature and reasons for their concern and recommend specific alternative language. Any proposed changes to the agreement (and supporting information) should be included with the Consultants submittal for the project. The District's legal counsel has reviewed this agreement and has determined that it is appropriate for the term "Contractor" to be used for this agreement. The District is not inclined to change the reference of "Contractor" to "Consultant" for this agreement.

Any revisions or changes to the Agreement submitted by the selected Consultant shall not be made a part of this Agreement unless or until approved by the District in its sole discretion. The Consultant thereby agrees to be bound to the form of the Agreement attached hereto subject only to changes and amendments agreed to by the District.

Contract Amount

The Board of Directors will be awarding the proposed work for a sum not to exceed with the understanding that additional work by the Consultant over and beyond the original contract amount may not be approved.

VII. PROJECT REQUIREMENTS AND CONDITIONS

Clarification

If additional information is needed to interpret this RFP, written questions shall be submitted to Jennifer Ares, Resource Sustainability Manager who will be the Contract Administrator for this project.

Responsiveness

The detailed requirements set forth in Section V are mandatory for providing a proposal for this project. Failure by a proposer to respond to a specific requirement may result in disqualification.

Right to Reject Proposals

The District reserves the right to reject any or all proposals.

Labor Laws

The successful proposer and the proposer's agents, employees and subcontractors shall comply with all applicable provisions of the Labor Code and all federal, state and local laws and regulations which affect the hours of work, wages and other compensation of employees, nondiscrimination and other conduct of the work.

Incurring Costs

The District is not liable for any costs incurred by proposer in responding to this RFP.

Ownership of Data

Upon completion of all work under this contract, ownership entitled to all reports, documents, plans, specifications and estimates produced as part of this contract will automatically be vested in the District and no further agreement will be necessary to transfer ownership to the District. Copies made for the Consultant's records shall not be furnished to others without prior written authorization from the District.

Inclusion in Contract with Consultant

It is understood that this Request for Proposals shall be included as a part of the contract with the consultant.

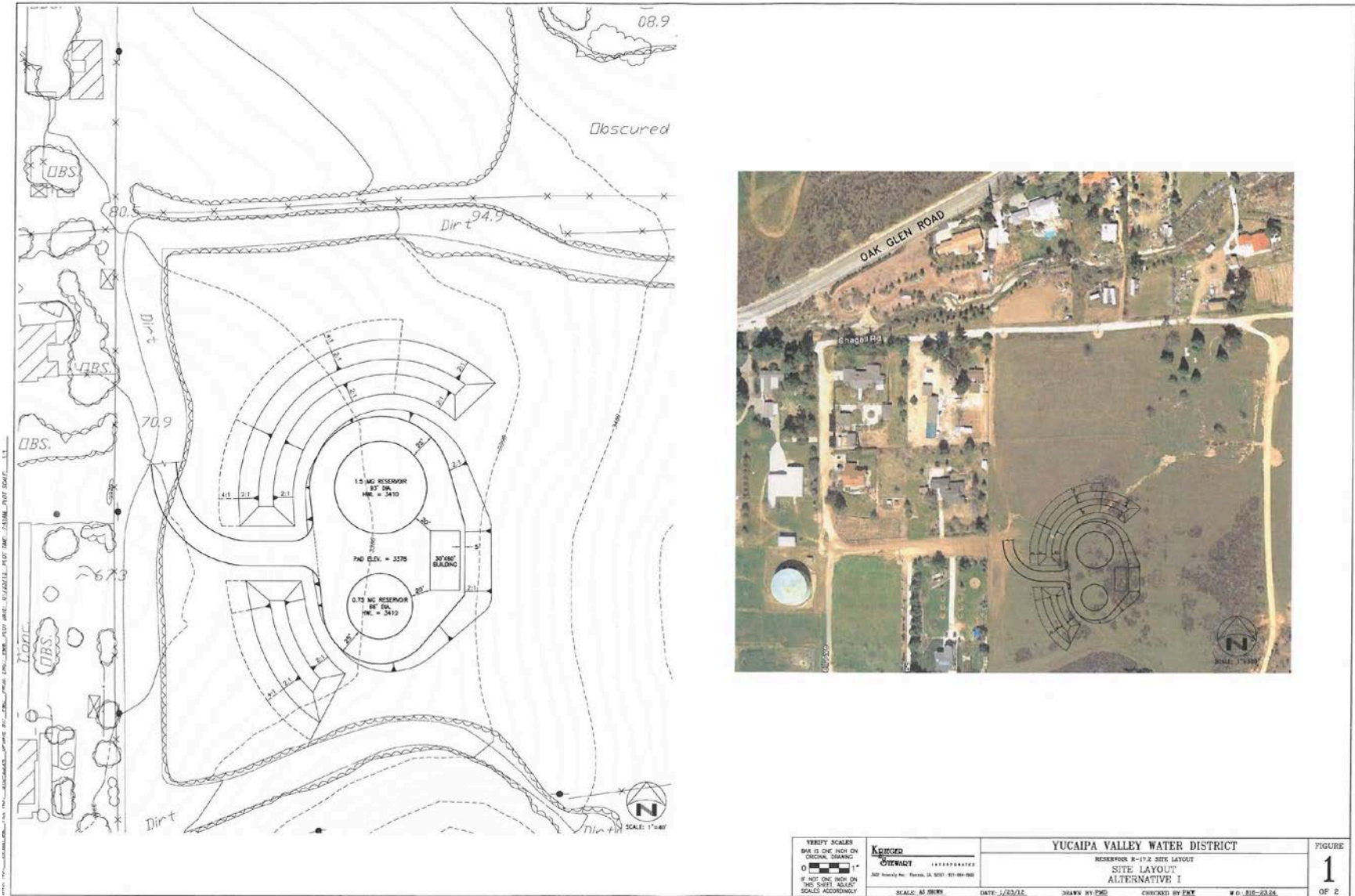
Attachment A – Reservoir R-16.2 Site Layout

Attachment B – Reservoir R-17.2 Site Layout – Alternative 1

Attachment C - Reservoir R-17.2 Site Layout – Alternative 2

Attachment D – Agreement for Services by a Consultant as an Independent Contractor for the Yucaipa Valley Water District

Attachment B – Reservoir R-17.2 Site Layout – Alternative 1



Attachment C - Reservoir R-17.2 Site Layout – Alternative 2



**AGREEMENT FOR SERVICES BY A CONSULTANT
AS AN INDEPENDENT CONTRACTOR
FOR THE YUCAIPA VALLEY WATER DISTRICT**

THIS AGREEMENT is made and effective as of the 5th day of April 2012, by and between the YUCAIPA VALLEY WATER DISTRICT ("OWNER") whose address is Post Office Box 730, Yucaipa, California 92399 and _____, ("CONTRACTOR") whose contact information is:

Attention: _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____
Federal I.D. No. _____

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. OWNER desires to engage the services of CONTRACTOR to perform such services as may be assigned, from time to time, by OWNER in writing for the purpose of providing professional engineering services for the Yucaipa Valley Water District.
- B. The services to be performed by CONTRACTOR shall be specifically described in one or more written Task Orders issued by OWNER to CONTRACTOR pursuant to this Agreement.
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and has represented to OWNER that CONTRACTOR possesses the necessary skills, qualifications, and personnel to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, OWNER and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue for _____ () months, unless extended or sooner terminated as provided for herein.

2. Services to be Performed by CONTRACTOR. CONTRACTOR agrees to provide such services as may be assigned and accepted by CONTRACTOR, from time to time, in writing by the Board of Directors and/or the General Manager of OWNER. Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by CONTRACTOR, the amount of compensation to be paid, and the expected time of completion.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform each such assignment; provided, however, that CONTRACTOR shall not subcontract any of the work to be performed without the prior written consent of OWNER.

4. Compensation.

4.01 In consideration for the services to be performed by CONTRACTOR, OWNER agrees to pay CONTRACTOR as provided for in each Task Order.

4.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon CONTRACTOR's schedule of regular hourly rates customarily charged by CONTRACTOR to its clients.

4.03 OWNER shall reimburse CONTRACTOR for reasonable and necessary expenses incurred by CONTRACTOR in the performance of services for OWNER. Reimbursement shall be according to a schedule of reimbursable expenses included in each Task Order.

4.04 CONTRACTOR shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the General Manager or Board of Directors of OWNER, in writing.

4.05 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, CONTRACTOR agrees that payment of compensation earned shall be made in monthly installments within 30 business days after receipt of a detailed, corrected, written invoice describing in reasonable detail, to the extent applicable, the services performed, the time spent performing such services, the hourly rate charged therefore, the identity of individuals performing such services for the benefit of OWNER, and materials consumed or used. Such invoice shall also include a detailed itemization of authorized expenses incurred. Invoices and supporting documentation shall be received by the 5th of each month in order for the CONTRACTOR to have payments

approved by the Board at the second monthly board meeting. The CONTRACTOR also will be required to submit a written progress report with each monthly invoice discussing the status of the project.

5. Obligations of Contractor.

5.01 CONTRACTOR agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order.

5.02 Except as otherwise provided for in each Task Order, CONTRACTOR will supply all personnel, materials and equipment required to perform the assigned services.

5.03 CONTRACTOR shall keep OWNER informed as to the progress of the work assigned hereunder, by means of regular and frequent consultations. From time-to-time, when requested by the OWNER, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the services assigned by OWNER. Therefore, CONTRACTOR hereby covenants and agrees to:

a. Obtain a comprehensive general liability insurance policy on ISO-CGL Form No. GL 20 10 03 97 in an amount of not less than one million dollars (\$1,000,000) per occurrence for all coverage naming OWNER as an additional insured using ISO additional assured endorsement form CG 20 10 11 97;

b. (Check one:) YES NO Obtain a policy of errors and omissions insurance in a minimum amount of \$1,000,000 per claim to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any services for OWNER;

c. Comply with all applicable local, state and federal laws, rules and regulations regarding, by way of example and not by limitation, nondiscrimination and payment of wages;

d. Provide worker's compensation insurance for CONTRACTOR's employees and agents with limits as prescribed by law and custom.

CONTRACTOR waives all rights of subrogation against OWNER. Evidence of all insurance coverage shall be provided to OWNER prior to issuance of the first Task Order. Such policies shall be issued by a highly rated insurer (minimum Best's Ins. Guide rating of "A:VII") licensed to do business in California, and shall provide that they shall not be cancelled without 30 days' prior written notice to OWNER. CONTRACTOR acknowledges and agrees that all such insurance is in addition to CONTRACTOR's obligation to fully indemnify and hold OWNER completely free and harmless from and against any and all claims arising out of any, loss, injury or damage to property or persons caused by the negligent acts or omissions of CONTRACTOR in performing services assigned by OWNER.

5.05 CONTRACTOR hereby agrees to indemnify the OWNER (its employees, agents and officials), to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of professional services under this Agreement.

6. Obligations of Owner.

6.01 OWNER shall do the following in a manner so as not to unreasonably hinder the performance of services by CONTRACTOR:

- a. Provide information, requirements and criteria regarding OWNER's project;
- b. Furnish all existing studies, reports and other available data and items pertinent to each Task Order that are in OWNER's possession;
- c. Designate a person to act as a liaison between CONTRACTOR and the General Manager and Board of Directors of OWNER.

7. Additional Services, Changes and Deletions.

7.01 During the term of this Agreement, the Board of Directors or General Manager of OWNER may, from time to time, and without affecting the validity of this Agreement or any Task Order issued thereunder, order changes, deletions and additional services by the issuance of written change orders authorized and approved by the Board of Directors or General Manager of OWNER along with an equitable adjustment in compensation.

7.02 In the event CONTRACTOR performs additional or different services than those described in any Task Order or authorized change order without the prior written approval of the Board of Directors or General Manager of OWNER, CONTRACTOR shall not be compensated for such services.

7.03 CONTRACTOR shall promptly advise OWNER as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the Board of Directors or General Manager of OWNER.

7.04 In the event that OWNER orders services deleted or reduced, compensation shall likewise be deleted or reduced by a fair and reasonable amount and CONTRACTOR shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Section 4 above.

8. Termination of Agreement.

8.01 In the event the time specified for completion of an assigned task in a Task 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 Task Order, and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, OWNER, at its sole option, may terminate this Agreement at any time by giving 10 days' written notice to CONTRACTOR, whether or not a Task Order has been issued to CONTRACTOR.

8.03 In the event of termination, the payment of monies due CONTRACTOR for work performed prior to the effective date of such termination shall be paid within 45 business days after receipt of an invoice as provided in this Agreement. Upon payment for such services, CONTRACTOR agrees to promptly provide and deliver to OWNER all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to OWNER.

9. Status of Contractor.

9.01 CONTRACTOR shall perform the services assigned by OWNER in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of OWNER. CONTRACTOR shall be under the control of OWNER only as to the result to be accomplished and the personnel assigned to perform services. However, CONTRACTOR shall regularly confer with OWNER's General Manager and Board of Directors as provided for in this Agreement.

9.02 CONTRACTOR hereby specifically represents and warrants to OWNER that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10. Audit; Ownership of Documents.

10.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of services assigned to it by OWNER shall become the sole property of OWNER, and CONTRACTOR shall promptly deliver copies of all such materials to OWNER in electronic format and hard copies per the OWNER's request. If OWNER uses such documents for any purpose other than for which they were prepared without CONTRACTOR's prior written approval, OWNER hereby waives any claims against CONTRACTOR and will hold CONTRACTOR harmless from any claim or liability for injury or loss arising from OWNER's unauthorized use.

10.02 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and

vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as OWNER may deem necessary, CONTRACTOR shall make available to OWNER's agents for examination all of such records and shall permit OWNER's agents to audit, examine and reproduce such records.

11. Miscellaneous Provisions.

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONTRACTOR for OWNER and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of OWNER. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the services authorized hereunder.

11.04 If required by law, CONTRACTOR shall file Conflict of Interest Statements with OWNER.

11.05 Any dispute which may arise by and between the OWNER and the CONTRACTOR, including the CONTRACTOR's subcontractors, laborers, and suppliers, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, in accordance with its construction industry rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this Paragraph. Arbitration shall be conducted before a panel of three arbitrators, unless the PARTIES agree in writing to submit the matter before a single arbitrator. The arbitrators must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrators' decision and award are subject to judicial review for errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure, by a Superior Court of competent venue and jurisdiction. Discovery may be conducted in the arbitration proceeding pursuant to Section 1283.05 of the Code of Civil Procedure. Unless the PARTIES stipulate to the contrary, prior to the appointment of the arbitrators, all disputes shall first be submitted to non-binding mediation, conducted by either the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc./Endispute, in accordance with their respective rules and procedures for such mediation. In any arbitration or litigation arising out of this Agreement, or the performance of any obligation under this Agreement, the arbitrators or the court in such arbitration or litigation shall award costs and expenses of arbitration or litigation, including mediation and arbitration fees and expenses, expert witness fees and attorneys' fees, to the prevailing PARTY.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement as of the day and year first above-written.

YUCAIPA VALLEY WATER DISTRICT

Dated: _____

By: _____

Print Name

Print Title

CONTRACTOR:

Dated: _____

By: _____

Print Name

Print Title

DRAFT

YUCAIPA VALLEY WATER DISTRICT
INDEPENDENT CONTRACTOR'S TASK ORDER NO. 1

Task Order No.: 1

Project Name: Environmental Documentation for the Yucaipa Valley Regional Water Supply
Renewal Project

Contractor Name: _____

Contractor Address: _____

Contractor Telephone: _____

Contractor Fax: _____

Contractor E-mail: _____

Federal Tax ID: _____

THIS TASK ORDER is issued pursuant to that certain Agreement for Services by Independent Contractor between the YUCAIPA VALLEY WATER DISTRICT ("OWNER") and _____ ("CONTRACTOR") dated May 7, 2003 (the "AGREEMENT").

1. Task to be Performed. CONTRACTOR shall provide all labor, materials and equipment to perform the following task (check one):

See Exhibit "A", attached hereto

Description of Task:

2. Time of Performance. CONTRACTOR shall begin work within 5 calendar days of the date this Task Order is signed by the OWNER and shall complete performance of such services by or before _____.

3. Liaison of OWNER. (Check one:) The X General Manager District Engineer District representative (_____) shall serve as liaison between OWNER and CONTRACTOR.

4. Staff Assignments. CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: (Not Applicable)

5. Deliverables. CONTRACTOR shall deliver to OWNER not later than the date or dates indicated, the following: (Check if Not Applicable:)

See Exhibit "A"

6. Compensation. For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall receive a total not-to exceed lump sum of _____ (_____) payable as contained within Section 4 of the Agreement.

7. Reimbursable Expenses. Included in the amount of compensation provided for in Paragraph 6 above, CONTRACTOR (check one:) shall/ X shall not be entitled to reimbursement for expenses. If authorized by this Task Order, reimbursable expenses shall be limited to: _____

8. Miscellaneous Matters. The following additional matters are made a part of this Task Order (check one):

Not applicable

X See Exhibit "A" attached hereto

Description:

IN WITNESS WHEREOF, the parties have executed this Task Order on the date indicated below.

Yucaipa Valley Water District

Name of Consultant

By: _____

By: _____

Dated: _____

Dated: _____

Name: _____

Name: _____

Title: _____

Title: _____



Date: March 7, 2012

Prepared By: Joseph Zoba, General Manager

Subject: Ratification of State Water Resources Grant Agreement No. 11-162-550 for the Construction of Recycled Water Facilities and the WISE Project

Recommendation: That the Board of Directors ratifies the Recycled Water Grant Agreement in the amount of \$3,197,000 from the State Water Resources Control Board.

On February 23, 2012, the District received a State Water Resources Control Board Grant Agreement No. 11-162-550 for the construction of recycled water facilities. The \$3,197,000 grant will be used for the construction of recycled water infrastructure and reverse osmosis equipment to be installed at the Wochholz Regional Water Recycling Facility.

This item was presented and discussed at the board workshop on February 28, 2012 as Workshop Memorandum No. 12-043.



State Water Resources Control Board

DO NOT MODIFY ENCLOSED GRANT AMENDMENT SETS

Mr. Joseph Zoba
P.O. Box 730
Yucaipa, CA 92399-0730

February 23, 2012

Dear Mr. Zoba:

Enclosed are four (4) original sets of your Grant Agreement Amendment (Agreement No. 11-162-550. Page two of each Grant Agreement set must be signed and dated in **BLUE INK** by you, as the General Manager, who is authorized to sign on behalf of your agency as designated in your authorizing resolution.

It is imperative that all four (4) sets, bearing an original signature on each, be returned within ten (10) working days from the date of this letter.

PLEASE NOTE: VERY IMPORTANT TO SUCCESSFUL GRANT COMPLETION

Timely return of the signed four (4) Grant Agreement sets is essential. Project funding may be jeopardized by not responding to this letter in a timely manner.
If you cannot comply with the ten (10) day turnaround, you must notify us by e-mail immediately with the reason for the delay and an approximate date when you will be able to comply.
Your immediate attention and compliance with the request(s) in this letter is greatly appreciated.

Grant documents may be sent by
Overnight or Certified mail to:

OR

by U. S. Postal Service to:

Susan Mitchell
Division of Financial Assistance
State Water Resources Control Board
1001 I Street, 17th Floor
Sacramento, CA 95814

Susan Mitchell
Division of Financial Assistance
State Water Resources Control Board
P. O. Box 944212
Sacramento, California 94244-2120

Upon execution, we will provide you an original signed copy of the Amended Grant Agreement. If you have any questions, please contact Susan Mitchell at (916) 322-3603 or at smitchell@waterboards.ca.gov.

Sincerely,

Susan Mitchell

Enclosures

CHARLES R. HOPPIN, CHAIRMAN | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

FOR STATE USE ONLY
DGS REGISTRATION NO.

PROPOSITION 50 – WATER RECYCLING GRANT PROGRAM
GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"
AND

Yucaipa Valley Water District, hereinafter called "Grantee"

Non-Potable Water Infrastructure Project Phase II Expansion, hereinafter called "Project"

AGREEMENT NO.11-162-550

State and Grantee hereby agree as follows:

PROVISION(S). The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Water Code § 79550(g) (Proposition 50 Water Recycling)

The State Water Board, pursuant to the Preliminary Funding Commitment, Division of Financial Assistance (Division) Determination No. 2011-023 approved on December 19, 2011 and State Water Board Delegation Resolution No. 2007-0004 has authorized Water Recycling Grant Program funds for the Project.

PURPOSE. State shall provide a grant to and for the benefit of Grantee for the purpose of installing Reverse Osmosis facilities for the Wocholz Improvement Salinity Effluent project at the Wocholz Regional Water Recycling Facility and construct the infrastructure required to deliver recycled water to existing and future users connected to the non-potable system

GRANT AMOUNT. The maximum amount payable under this Agreement shall not exceed \$3,197,000. Global Positioning System (GPS) locations for any monitoring must be identified for this Project prior to any disbursements.

TERM OF AGREEMENT. The term of the Agreement shall begin on December 19, 2011 and continue through final payment plus thirty-five (35) years unless otherwise terminated or amended as provided in the Agreement. **HOWEVER, ALL WORK SHALL BE COMPLETED BY MARCH 31, 2015. ABSOLUTELY NO FUNDS MAY BE REQUESTED AFTER MAY 1, 2015.**

Project Representatives. The Project Representatives during the term of this Agreement will be:

State Water Resources Control Board	Grantee: Yucaipa Valley Water District
Name: Mr. Daniel Newton, Grant Manager	Name: Mr. Joseph Zoba, Project Director
Address: 1001 I Street, 16th Floor Sacramento, CA 95814	Address: P.O. Box 730 Yucaipa, CA 92399-0730
Phone: (916) 324-8404	Phone: (909) 797-5119
Fax: (916) 341-5707	Fax: (909) 797-6381
e-mail: dnewton@waterboards.ca.gov	e-mail: jzoba@yvwd.dst.ca.us

Direct all inquiries to:

State Water Resources Control Board	Grantee: Yucaipa Valley Water District
Section/Unit: Division of Financial Assistance	Section/Unit:
Attention: James Garcia, Project Manager	Attention: Mr. Scott Goldman, Grant Contact
Address: 1001 I Street, 16th Floor Sacramento, CA 95814	Address: P.O. Box 730 Yucaipa, CA 92399-0730
Phone: (916) 341-5647	Phone: (949) 587-1700
Fax: (916) 341-5707	Fax: (949) 587-1300
e-mail: jgarcia@waterboards.ca.gov	e-mail: sgoldman@rmcwater.com

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A SCOPE OF WORK
- Exhibit B INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS
- Exhibit C STATE WATER BOARD - GENERAL CONDITIONS
- Exhibit D WATER RECYCLING GRANT PROGRAM – SPECIAL CONDITIONS

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: _____
Grantee Signature

By: _____
Elizabeth L. Haven, Deputy Director
Division of Financial Assistance,
State Water Resources Control Board

Grantee Typed/Printed Name

Date

Title and Date

Reviewed by:
Office of Chief Counsel
Date:

EXHIBIT A – SCOPE OF WORK

1. Work To Be Performed by Grantee:

All work under this Grant Agreement shall be performed in accordance with the "Facilities Plan Approval" Letter dated August 23, 2011 and any amendments thereto, State Water Board "Preliminary Funding Commitment", Division Determination No. 2011-023 dated December 19, 2011, and Project construction plans and specifications approved by the State Water Board.

If the Water Recycling Funding Program financing agreement is not signed by February 28, 2012 this Grant Agreement shall immediately and automatically terminate, unless a time extension of up to one hundred twenty (120) days is approved.

State Disclosure Requirements – Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

Signage shall be posted in a prominent location at Project site (if applicable) and shall include the State Water Board logo (available from the Program Analyst) and the following disclosure statement:



"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board."

The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this work item. (Gov. Code, § 7550)

Documents referenced above are hereby incorporated into this Grant Agreement in their entirety.

EXHIBIT B – DISBURSEMENT, BUDGET DETAIL AND REPORTING PROVISIONS

1. Request for Disbursement

- 1.1 An original Disbursement Request (Form 260) along with an original Grantee invoice shall be submitted to the State Water Board's Disbursement Coordinator. The Grantee may submit disbursement requests initially after this Agreement has been executed and subsequently not more frequently than every thirty (30) calendar days. Also required for disbursement of funds for Construction projects is a Construction Spreadsheet (Form 259). All disbursement forms and supporting documentation must be completed in accordance with the supplied instructions. All documents must have original signatures and dates (in ink) by Grantee's Authorized Representative, designee, or Project Director. Final disbursement requests shall be clearly marked "FINAL" and submitted NO LATER THAN MAY 1, 2015.

The address for submittal is:

State Water Resources Control Board,
Division of Financial Assistance
Attention: Disbursement Coordinator
17th Floor, Administration Unit
P. O. Box 944212
Sacramento, CA 94244-2120

Street Address: 1001 I Street, 17th Floor
Sacramento, CA 95814

- 1.2 Payment will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Form 260. Forms received by the State Water Board that are not consistent with the approved format will cause delay in disbursement. In the event of a delayed disbursement, the State Water Board's Disbursement Coordinator will notify the Grantee. Full payment will not be made until the issue(s) for the delay are resolved. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. The State Water Board's Grant Manager must approve all payments.
- 1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with Federal or State laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on State bonds, pursuant to any Federal statute or regulation.
- 1.4 Grantee shall use disbursement amounts to pay outstanding costs incurred immediately, if Grantee has not already paid such costs.

2. Budget Contingency Clause

The maximum amount to be encumbered under this Agreement for the 2010-11 fiscal year ending June 30, 2011 shall not exceed three million one hundred ninety-seven thousand dollars (\$3,197,000).

The Grantee agrees to pay any and all costs associated with the completion of the Project, including without limitation, any and all Project costs exceeding the State Water Board approved grant amount.

If federal or other state funding assistance for Project costs is made available, the Grantee may retain all federal or other state funds received up to an amount that equals the Grantee's local share of Project costs. Any excess funds received, up to the total amount of the State Water Board grant funds received, shall be remitted to the State Water Board to the extent not prohibited by the requirements of the other funding sources. Any residue shall be the property of the Grantee.

Upon execution and delivery of this Agreement, and award of a construction subcontract or commencement of construction by a force account, the Grantee may request disbursement of funds based on eligible construction costs incurred. Grant Project Funds will be disbursed to the Grantee upon receipt of Disbursement Request (Form 260) duly completed and executed by the Grantee for incurred costs consistent with the Final Plans and Specifications Approval Letter. Only costs incurred in accordance with Water Recycling Funding Program (WRFPP) Guidelines are eligible for reimbursement under this Agreement. Disbursement requests shall not be submitted more frequently than every thirty (30) days.

The Grantee may request a grant allowance for engineering, legal, and construction management costs for the purposes of design and construction of the Project. Legal costs incurred for Project-related litigation are not reimbursable. The eligible allowance shall be at most fifteen percent (15%) of the eligible construction costs, provided the allowance does not exceed the actual costs incurred for the purposes of the allowance or of other purposes associated with the design or construction of the Project. For purposes of this provision, "construction cost" means the cost of erecting, installing, placing, altering, remodeling, improving, or extending facilities, whether accomplished by subcontract or force account. The allowance provided for herein shall be the total amount allowed under this Agreement for engineering, legal, and construction management of the Project, regardless of the actual costs thereof. The allowance shall be disbursed as part of each disbursement request and shall not exceed fifteen percent (15%) of the eligible construction costs for that disbursement request.

If the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.

3. Line Item Budget

Description	Grant Amount
Construction	\$3,197,000
Total	\$3,197,000

4. Reports.

4.1 Grantee shall submit quarterly progress reports/construction status reports to the State Water Board's Grant Manager by the end of the calendar quarter (March, June, September, and December). The Grantee agrees to expeditiously provide, status reports on the Project no less frequently than quarterly, starting with the execution of this Agreement. At a minimum the reports will contain the following information: a summary of progress to date including a description of progress since the last report, milestones achieved, and any problems encountered in the performance of the work under this Agreement. Items to include during construction include: percent construction complete, percent contractor invoiced, and percent schedule elapsed; a listing of change orders including amount, description of work, and change in contract amount and schedule; and any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

- 4.2 Every three (3) months (quarterly) during the work performed under Exhibit A section of this Agreement, the Grantee shall develop and submit to the Grant Manager expenditure/invoice projections for future quarters to enable funding to be available for payment of invoices.
- 4.3 The Grantee shall submit annual reports to the State Water Board for a period commencing with completion of construction, as determined by the State Water Board, through one (1) full year after all proposed recycled water users included in the Project are connected for service (minimum five [5] years).

The first annual report is due on February 28th following the first complete calendar year of operation and shall cover the period from the completion of construction through the end of the first full calendar year thereafter. Subsequent annual reports are due by February 28th following the year covered. The annual reports shall be prepared in accordance with the "Water Reclamation Loan Program Guidelines for Annual Progress Reports," dated July 2008, or any successor guidelines.

The reports shall be submitted in hard copy and electronically to the Grant Manager and shall include the following:

- 4.3.1 Data on monthly recycled water deliveries to each user identified in the Facilities Plan Approval and any new users;
 - 4.3.2 Data on total amount of recycled water delivered by the Grantee by the following use types: agricultural irrigation, landscape irrigation, industrial reuse, energy production, groundwater recharge, seawater barrier, recreational impoundment, wildlife habitat, or other;
 - 4.3.3 An updated schedule for any existing/future user added to the Project since the original Project user list was approved;
 - 4.3.4 Any current plans for use of any Project capacity not under contract for use;
 - 4.3.5 A description of compliance with any special conditions of this Agreement;
 - 4.3.6 A list of the power and maintenance costs associated with the Project for the period; and,
 - 4.3.7 Any other information as may be reasonably required to evaluate the Project's benefits and use of Project facilities.
- 4.4 Within one hundred twenty (120) days after Completion of Construction, the Grantee agrees to provide to the Grant Manager a final cost summary report on the Project. The summary shall include at a minimum, a statement of:
- 4.4.1 Total Eligible Project Costs and total Project costs including change orders;
 - 4.4.2 The amount of any unexpended Grant Project Funds;
 - 4.4.3 The total amount of assistance funds received from all sources and the allocation of those funds to the Project's costs;
 - 4.4.4 The amount of interest earned, if any, on Grant Project Funds before expenditure on incurred Project costs. If no interest has been earned, this fact shall be expressly stated;
 - 4.4.5 The report shall be accompanied by such other financial information as may be reasonably required by the State Water Board to verify Grantee entitlement to assistance, to assure program integrity of the WRFPP. The Authorized Representative shall certify the report as correct, that costs attributed to the Project have been incurred in the amounts and for the purposes represented, and that the work or material for which payment has been requested is satisfactory. Any change in the information supplied shall be promptly reported to the State Water Board.

- 4.5 The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by the State Water Board.
5. Payment of Project Costs. The Grantee agrees that it will provide for payment of its full share of Project costs, and that all costs connected with the Project will be paid by the Grantee on a timely basis.
 6. Final Disbursement. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State Water Board. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
 7. Audit Disallowances. The Grantee agrees it shall return any audit disallowances to the State Water Board.
 8. Project Certification. One (1) year after initiation of operations, the Grantee shall certify to the State Water Board whether or not the Project, as of that date, meets the Project performance standards agreed upon as part of final plans and specifications approval, including the quality of recycled water and the expected deliveries of recycled water during the first year of Project operation. If the Grantee cannot certify that the Project meets such performance standards at that time, the Grantee will, at its own expense and in a timely manner, expeditiously make all needed corrections and perform all additional work necessary to allow affirmative certification for the Project.
 9. Project Access. The Grantee agrees to ensure that the State Water Board, or any authorized representative thereof, will have suitable access to the Project site at all reasonable times during Project construction and thereafter for the useful life of the Project.
 10. Project Deliveries. The Grantee agrees to obtain sufficient recycled water users connected to Project facilities to make deliveries of recycled water in accordance with the schedule specified in Exhibit A.
 11. Failure To Submit Report. Failure to submit any reports pursuant to this Exhibit required by the State Water Board shall constitute a breach of a material provision of this Agreement. The Grantee understands and acknowledges that upon failure to provide any such report pursuant to this Exhibit, the Division of Financial Assistance (Division) will stop processing any pending and future applications for new loans or grants and withhold payments on any existing loans and grants that the Grantee may have with the State Water Board until the report has been submitted to the Grant Manager's reasonable satisfaction. Further, upon failure to submit a report pursuant to this Exhibit, the Division shall issue a notification and request for the report and initiate administrative proceedings pursuant to Water Code sections 13267 and 13268 or use any other legal means to obtain the report. The Grantee further acknowledges that failure to submit required reports may result in termination of this Agreement and immediate repayment of all grant funds disbursed hereunder.
 12. Fraud and Misuse of Public Funds. All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein or incorporated by reference. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C — STATE WATER BOARD GENERAL CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State Water Board.
4. **AUDIT:** The Grantee agrees that the State Water Board, the Bureau of State Audits, the Governor of the State, of the Internal Revenue Service, or any authorized representative of the foregoing shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Division of Financial Assistance (Division), at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Grantee and at the cost of the Grantee. The audit shall be in the form required by the Division. The Grantee agrees to maintain such records for a possible audit for a minimum of thirty-five (35) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement. The Grantee agrees it shall return any audit disallowances to the State Water Board.
(Gov. Code, § 8546.7; Pub. Contract Code, § 10115 et seq.)
5. **BONDING:** Where contractors are used, the Grantee shall not authorize construction to begin until each such contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00. Copies of performance bonds must be submitted to the Grant Manager prior to the authorization of construction activities.
6. **CEQA/NEPA:** No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the State Water Board has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Deputy Director of the Division. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
7. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
8. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

10. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the State Water Board. Such approval may be conditioned as determined to be appropriate by the State Water Board, including conditions requiring repayment of all grant funds or any portion of disbursed grant funds covered by this Agreement together with accrued interest and any penalty assessments that may be due. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Agreement, without prior written permission of the State Water Board.
11. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
12. **DATA MANAGEMENT:** This Project includes appropriate data management activities so that Project data can be incorporated into appropriate statewide data systems.
13. **DISPUTES:** The Grantee shall continue with its responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Deputy Director of the Division, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the State Water Board's Executive Director. The decision of the State Water Board's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
14. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
15. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.
16. **GRANTEE'S RESPONSIBILITY FOR WORK:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors, subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
17. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.

18. INDEPENDENT ACTOR: The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.
19. INSPECTION: The State Water Board, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Project site at all reasonable times during Project implementation and thereafter for the life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that the Project records and location are public records.
20. INSURANCE: Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
21. NONDISCRIMINATION:
 - a. During the performance of this Agreement, the Grantee and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
 - b. The Grantee, its consultants, and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
 - c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
 - d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
 - e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements of 40 C.F.R. part 33 is a breach of a material provision of this Agreement which may result in its termination
22. NO THIRD PARTY RIGHTS: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
23. NOTICE:
 - a. The Grantee shall notify the State Water Board prior to conducting construction, monitoring, demonstration, or other implementation activities such that State Water Board and/or Regional Water Quality Control Board (Regional Water Board) staff may observe and document such activities.

- b. The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change.
 - c. The Grantee shall promptly notify the State Water Board of the discovery of any potential archeological or historical resources. Should a potential archeological or historical resource be discovered during construction of the Project, the Grantee agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resources, and the Division has determined what actions should be taken to protect and reserve the resources. The Grantee agrees to implement appropriate actions as directed by the Division.
 - d. The Grantee shall promptly notify the State Water Board of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Grantee agrees to cease all work in the area until a qualified biologist has evaluated the situation and made recommendations regarding the avoidance or minimization of impact on the species and/or habitat. The Grantee agrees to implement appropriate actions as directed by the Division.
 - e. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State Water Board representatives.
 - f. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
 - g. The Grantee shall promptly notify the State Water Board in writing of any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.
24. OPERATIONS & MAINTENANCE: The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Grant Manager. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.
25. PERMITS, CONTRACTING, AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, if any, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 C.F.R. Part 31.35; Gov. Code, § 4477) www.epls.gov. The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or Grantee;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
26. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP pursuant to Labor Code, § 1771.5 and section 16423 of title 8 of the California Code of Regulations. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
27. **PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for.
28. **RECORDS:** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
 - c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
 - d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
 - e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - f. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
29. **RELATED LITIGATION:** Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.

30. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
31. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.
32. **SUPPLEMENTAL ENVIRONMENTAL PROJECTS:** Grant Funds shall not be used for supplemental environmental projects required by Regional Water Boards.
33. **STATE WATER BOARD ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.
34. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
35. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.

36. TRAVEL AND PER DIEM: Any reimbursement for necessary travel shall be at rates not to exceed those set by the Department of Personnel Administration. These rates may be found at <http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
37. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
38. USEFUL LIFE OF PROJECT: For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.
39. VENUE: The State Water Board and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
40. WAIVER AND RIGHTS OF THE STATE WATER BOARD: Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.
41. WATERSHED MANAGEMENT PLAN CONSISTENCY: Grantee certifies that any watershed protection activity undertaken as part of this Project will be consistent with the applicable, adopted, local watershed management plans and the applicable Water Quality Control Plan (Basin Plan) adopted by a Regional Water Board, where such plans exist.
42. WITHHOLDING OF GRANT DISBURSEMENTS: The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

EXHIBIT D – WATER RECYCLING GRANT PROGRAM TERMS AND CONDITIONS

1. If this Project affects water quality, the Grantee certifies that it shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including but not limited to, the State Water Board's surface water ambient monitoring program (SWAMP).
2. The Grantee certifies that this Project shall be consistent with the CALFED Programmatic Record of Decision.
3. If this Project affects groundwater, the Grantee certifies that it shall include a monitoring component consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.).
4. The Grantee certifies that activities carried out under this Agreement comply with the requirements of the California Environmental Quality Act.
5. The Grantee certifies that it is an Urban Water Supplier and the Department of Water Resources has determined that the Grantee is eligible to receive this grant.
6. The Grantee acknowledges that its eligibility for project financing is conditioned on its compliance with Water Code section 5103(e)(1), if applicable. The Grantee further certifies that it has filed, and will continue to file, its required Statements of Diversion with the State Water Board in accordance with Water Code sections 5101 and 5103.



Director Memorandum 12-023

Date: March 7, 2012

Prepared By: Joseph Zoba, General Manager

Subject: Authorization to Solicit Bids for the Construction of the 12.1 Recycled Water Booster Station Project

Recommendation: That the Board of Directors authorizes the District staff to solicit construction bids for the 12.1 Recycled Water Booster Station Project.

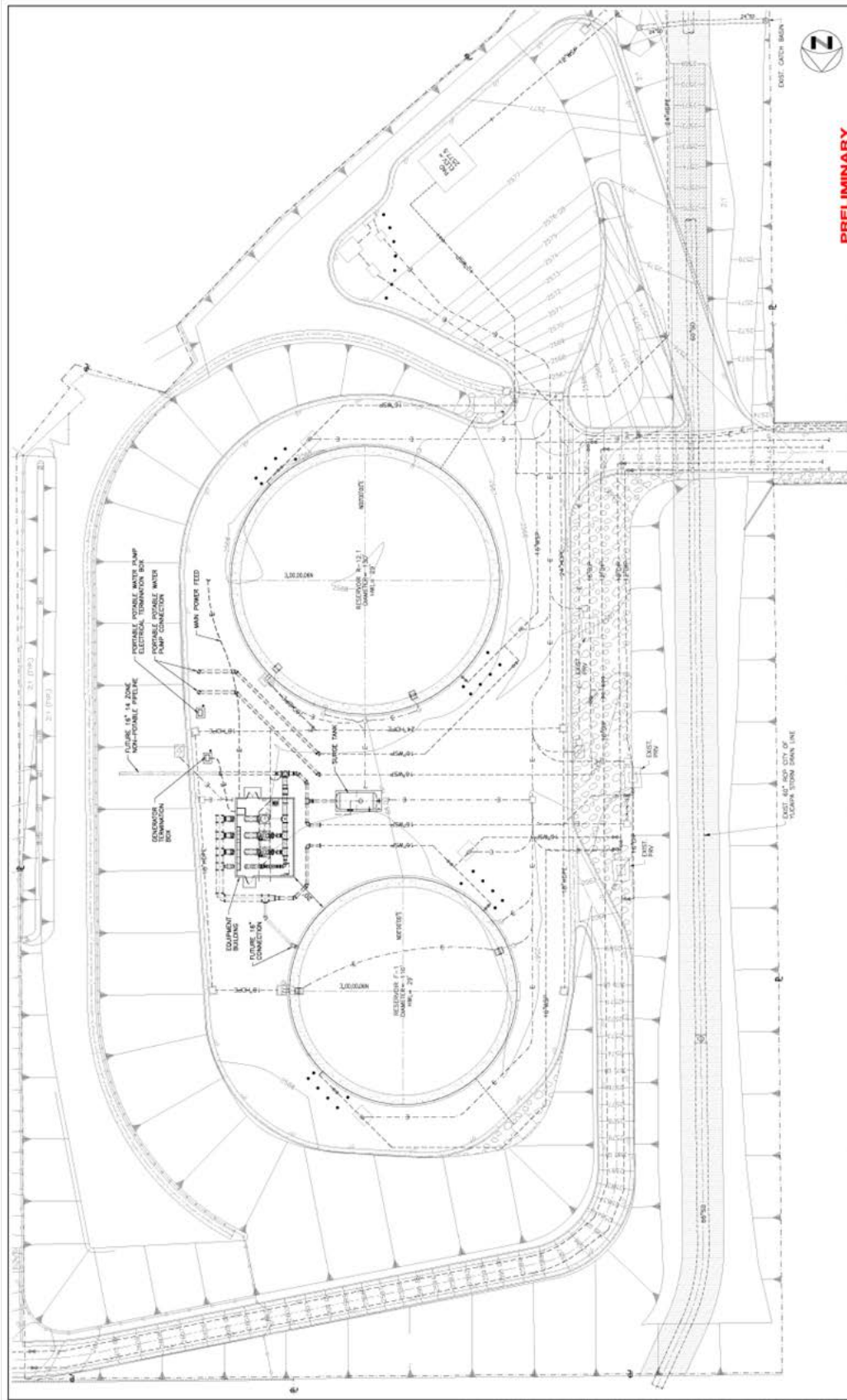
The Yucaipa Valley Water District has essentially completed the design and bid package for the recycled water booster facility to be located at the R-12.1 Reservoir complex.

The District staff and our consultant have completed final design drawings and bid specifications. Upon receiving authorization to solicit bids, the District staff will finalize the bid documents, solicit bids and provide the bid results back to the Board for consideration at a future board meeting.

This item was presented and discussed at the board workshop on February 28, 2012 as Workshop Memorandum No. 12-048.

Financial Considerations:

The costs associated with this project will be funded by a combination of State Revolving Funds, Proposition 50 Integrated Regional Water Management Implementation Grant and EPA Water Infrastructure Grant.



PRELIMINARY

YUCAIPA VALLEY WATER DISTRICT
 NS-12.1 NON-POTABLE BOOSTER STATION
GENERAL SITE PLAN

SCALE	1"=20'
FILED BOOK	N/A
DESIGN	JPM
DRAWN	JPM
CHECKED	JPM

KOUCHEK STEWART
 2012 University Ave., Brea, CA 92603 (949) 484-4600
 APPROVED BY: _____ DATE: _____
 REGISTERED ENGINEER No. _____

NO.	REVISIONS	DATE	BY

Yucaipa Valley Water District
 12770 24th St., P.O. Box 330
 Yucaipa, CA 91789
 (949) 791-3111

VERIFY SCALES
 1/8" = 1' 0" (1/8" = 1')
 1/4" = 1' 0" (1/4" = 1')
 3/8" = 1' 0" (3/8" = 1')
 1/2" = 1' 0" (1/2" = 1')
 3/4" = 1' 0" (3/4" = 1')
 1" = 1' 0" (1" = 1')

8 hours BEFORE
 1-800-227-2600
 ALL Inquiries Send Mail

DRAWING
C-1
 8.12.12
 9 - SHEETS
 PROJECT NO.



Director Memorandum 12-024

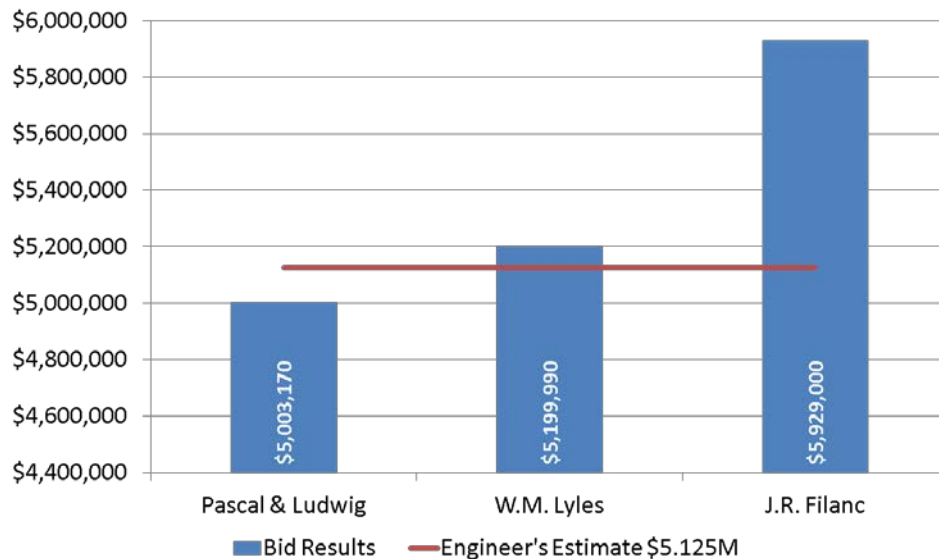
Date: March 7, 2012

Prepared By: Joseph Zoba, General Manager

Subject: Award of a Construction Contract for the Wochholz Improved Salinity Effluent (WISE) Project

Recommendation: That the Board of Directors authorizes the execution of a construction contract with Pascal & Ludwig for a sum not to exceed 5,003,170.

On Tuesday, February 28, 2012, the Yucaipa Valley Water District opened bids for the Wochholz Improved Salinity Effluent (WISE) Project to be constructed at the Wochholz Regional Water Recycling Facility. The preliminary bid results are shown below.



The District staff and representatives from SPI are in the process of reviewing the bid documents. However, at this time, the District staff expects to provide a recommendation to award a construction contract to Pascal & Ludwig for a sum not to exceed 5,003,170.



Separation Processes, Inc.
3156 Lionshead Ave., Suite #2
Carlsbad, CA 92010
Tel: 760-400-3660
Fax: 760-400-3661
www.spi-engineering.com

March 1, 2012

Joseph B. Zoba
General Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, CA 92399

Subject: Yucaipa Valley Water District
WISE Project – Construction Phase
Recommendation for Award of Contract

Dear Mr. Zoba:

On February 28, 2012, the Yucaipa Valley Water District received three Bids for the construction of the WISE Project. The Bidders and Bid Amounts as submitted are as follows:

<u>General Contractor</u>	<u>Submitted Bid Amount</u>	<u>Revised Bid Amount</u>
Pascal and Ludwig Constructors	\$5,003,170	\$5,003,170
W.M. Lyles, Co.	\$5,199,990	\$5,198,350
J. R. Filanc Construction Company, Inc.	\$5,929,170	\$5,929,170

Separation Processes, Inc. reviewed the information provided by the Bidders and our review suggests that all three General Contractors submitted conforming Bids. The revised low Bid amount is approximately 2 percent less than the Engineers estimate. A summary tabulation of information provided by the Bidders is attached for your reference. A math discrepancy was identified in the W.M. Lyles Bid. A discrepancy between figures and words was identified in the Pascal and Ludwig Bid. Revised amounts were calculated in accordance with the methodology stated in the Bid Documents with words taking precedence over numbers.

Based upon the above information, we recommend that the District proceed with the entering into an Agreement and Award of the WISE Contract to Pascal and Ludwig Constructors in the amount of \$5,003,170.

Sincerely,

James C. Vickers, P.E.
Vice President

YUCAIPA VALLEY WATER DISTRICT
 WOCHHOLZ REGIONAL WATER RECLAMATION FACILITY WISE PROJECT
 Improved Salinity Effluent Project (WISE)
 Bid Date: February 28, 2012 2:00 PM

BID TAB

CONTRACTOR SUBMITTED BY:	Filanc	Pascal and Ludwig	W.M. Lyles	
Item 1: Mobilization (less than 2 % Total Price)	\$ 115,000	\$ 90,000	\$ 90,000	
Item 2: Demobilization (less than 2 % Total Price)	\$ 5,000	\$ 90,000	\$ 20,000	
Item 3: Division 0	\$ 60,000	\$ 65,000	\$ 50,000	
Item 4: Division 1	\$ 200,000	\$ 5,000	\$ 10,000	
Item 5: Division 2	\$ 100,000	\$ 41,000	\$ 110,000	
Item 6: Lump Sum	\$ 10,000	\$ 1,000	\$ 2,000	
Item 7: Division 3	\$ 275,000	\$ 177,000	\$ 230,000	
Item 8: Division 5 through 12, except 11	\$ 150,000	\$ 190,000	\$ 165,000	
Item 9: Finishes	\$ 100,000	\$ 62,453	\$ 90,000	
Item 10: Division 11, except RO Membranes	\$ 1,900,000	\$ 1,359,146	\$ 1,100,000	
Item 11: Section 11430 - RO Membranes				
Item 11a1	\$ 187,000	\$ *227,263	\$ 181,050	
Item 11a2	\$ 367	\$ 427	\$ 390	
Item 11a3	\$ 1,250	\$ 1,474	\$ 1,250	
Item 11b1	\$ 217,000	\$ 254,649	\$ 210,120	
Item 11b2	\$ 425	\$ 479	\$ 490	
Item 11b3	\$ 1,910	\$ 2,340	\$ 1,910	
Item 11c1	\$ 222,000	\$ 260,769	\$ 215,220	
Item 11c2	\$ 435	\$ 491	\$ 500	
Item 11c3	\$ 1,910	\$ 2,340	\$ 1,910	
Item 11d1	No Bid	No Bid	No Bid	
Item 11d2	No Bid	No Bid	No Bid	
Item 11d3	No Bid	No Bid	No Bid	
RO Membrane Cost Used in Bid	\$ 187,000	\$ 227,263	\$ 181,050	
Item 12: Division 13				
Item 12: Q Versa Services	\$ 70,300	\$ 70,300	\$ 70,300	
Item 12b: Remaining Division 13	\$ 125,000	\$ 597,000	\$ 890,000	
Item 13: Division 15 Mechanical	\$ 931,700	\$ 933,288	\$ 1,650,000	
Item 14: Division 16 Electrical	\$ 1,450,000	\$ 925,179	\$ 380,000	
Item 15: Taxes (7.75%)	\$ 250,000	\$ 169,541	\$ 160,000	
Total Contract Price	\$ 5,929,000	\$ 5,003,170	\$ 5,199,990	
SPI Calculated Contract Price	\$5,929,000	\$5,003,170	\$5,198,350	Math Check
Difference	\$ -	\$ -	\$ 1,640	No effect on award.

* words used for bid tabulation.

**YUCAIPA VALLEY WATER DISTRICT
 WOCHHOLZ REGIONAL WATER RECLAMATION FACILITY WISE PROJECT
 Improved Salinity Effluent Project (WISE)
 Bid Date: February 28, 2012 2:00 PM**

List of Subcontractors

	Filanc	Pascal & Ludwig	W.M. Lyles
Electrical	Davis	Davis	Davis
Building	Midstates Construction		
Coatings	National	National	National
Rebar	DD Reinforcing	Amber Steel	Amber Steel
Roofing			CWC

**YUCAIPA VALLEY WATER DISTRICT
 WOCHHOLZ REGIONAL WATER RECLAMATION FACILITY WISE PROJECT
 Improved Salinity Effluent Project (WISE)
 Bid Date: February 28, 2012 2:00 PM**

List of Equipment Suppliers

	Manufacturer/Supplier		
	Filanc	Pascal and Ludwig	W.M. Lyles
Section 11067 Chemical Metering Pumps (Solenoid)	Grundfos	Grundfos	Grundfos
Section 11068 Chemical Metering Pumps	Pulsafeeder	Pulsafeeder	Grundfos
Section 11211 Horizontal End Suction Pumps	Flowserve	Flowserve	Griswold
Section 11213 Vertical Turbine Pump	Flowserve	Flowserve	Flowserve
Section 11230 Turbo Booster Pump	Fedco	Fedco	Fedco
Section 11247 Sulfuric Acid Tank	Steel Structures	Steel Structures	Steel Structures
Section 11249 FRP Tank	Pacific Tank	Pacific Tank	Pacific Tank
Section 11401 Reverse Osmosis Membrane System	Doosan	H2O Innovations	Doosan
Section 11403 Cartridge Filter	Parker	Parker	Parker Hannifin
Section 16260 Enclosed Low Voltage VFD	Cutler Hammer	Cutler Hammer	Cutler Hammer



Director Memorandum 12-025

Date: March 7, 2012

Prepared By: Brent Anton, Engineering Manager

Subject: Change Order No. 3 to the Contract with Sukut Construction for the Yucaipa Regional Brineline Extension and Non-Potable Water / Outfall Pipeline Project (Phase 1 & 2)

Recommendation: That the Board of Directors approves Change Order No. 3 as presented.

At the regular meeting on April 7, 2010, the Board awarded a contract to Sukut Construction, Inc. for the construction of Phase 1 and 2 of the Yucaipa Valley Regional Brineline Extension and Non-Potable Water/Outfall Pipeline for a sum not to exceed \$6,956,567 [DM 10-020].

Change Order No. 1 pertained to the concrete interference at the Beaumont Avenue bridge undercrossing from Station 48+00 to Station 54+00 [DM 10-089].

Change Order No. 2 was for additions and deletions of various items of work necessary to complete the project [DM 11-085].

Change Order No. 3 is a necessary requirement of the funding agencies that the most current Davis Bacon requirements and wage determinations and included in the construction contract for this project. This change order is administrative and will not result in additional project costs.

	Contract Changes	Contract Amount	Percentage Change from Original Bid Amount	Reference
Original Bid Amount		\$6,956,567.00	- -	DM 10-020
Change Order No. 1	\$40,300.42	\$6,996,867.42	0.6% increase	DM 10-089
Change Order No. 2	\$188,937.00	\$7,185,804.42	3.3% increase	DM 11-085
Change Order No. 3	-0-	\$7,185,804.42	3.3% increase	DM 12-025

Financial Considerations:

The costs associated with this project will be funded by US Environmental Protection Agency grant, a Proposition 50 grant, an American Recovery and Reinvestment Act grant and a State Revolving Fund loan.

CONTRACT CHANGE ORDER NO. 3

Yucaipa Valley Regional Brineline Extension (Phases 1 & 2)
 CONTRACT and Non-Potable Water/Outfall Pipeline (Project No. P-65-106) DATED April 7, 2010
 BY AND BETWEEN Yucaipa Valley Water District (OWNER),
 AND Sukut Construction, Inc. (CONTRACTOR),
 is hereby directed to make the following change(s) in Contract Work:

ITEM NO.	DESCRIPTION OF CHANGE	DECREASE \$	INCREASE \$
1	Add Exhibit G - Davis Bacon Requirements to Contract (Copy Attached)	\$0.00	\$0.00
2	Add Davis Bacon Wage Determination CA080037 MOD 37 to Contract (Copy Attached)	\$0.00	\$0.00

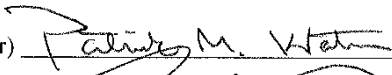
Total DECREASE in Contract Amount	<u>(\$0.00)</u>
Total INCREASE in Contract Amount	<u>\$0.00</u>
Net change in Contract Amount	<u>\$0.00</u>
Contract Amount Prior to Change	<u>\$7,185,804.42</u>
Contract Amount Adjusted for Change	<u>\$7,185,804.42</u>

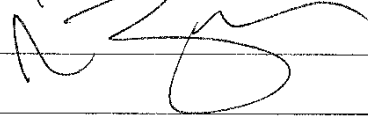
Yucaipa Valley Regional Brineline Extension (Phases 1 & 2)
 and Non-Potable Water/Outfall Pipeline
 Project No. P-65-106

Contract Change Order Form
 5744-4
 L-1

By reason of Change Order No. 3, time of completion shall be adjusted as follows: 0 Days.

All provisions of the Contract shall apply hereto, and shall become effective when fully executed (signed and dated) by both parties.

Recommended by (Engineer)  Date: 2-10-12

Accepted by (Contractor)  Date: 2/17/12

Approved by (Owner) _____ Date: _____

Remarks _____



Director Memorandum 12-026

Date: March 7, 2012

Prepared By: Brent Anton, Engineering Manager

Subject: Notice of Completion for the Contract with Sukut Construction for the Yucaipa Regional Brineline Extension and Non-Potable Water / Outfall Pipeline Project (Phase 1 & 2)

Recommendation: That the Board of Directors authorizes the filing of the Notice of Completion and release of the retention amount of \$718,580.40 thirty-five days after the recorded date.

At the regular meeting on April 7, 2010, the Board awarded a contract to Sukut Construction, Inc. for the construction of Phase 1 and 2 of the Yucaipa Valley Regional Brineline Extension and Non-Potable Water/Outfall Pipeline for a sum not to exceed \$6,956,567 [DM 10-020].

Change Order No. 1 pertained to the concrete interference at the Beaumont Avenue bridge undercrossing from Station 48+00 to Station 54+00 [DM 10-089].

Change Order No. 2 was for additions and deletions of various items of work necessary to complete the project [DM 11-085].

Change Order No. 3 was administrative and reaffirmed the most current Davis Bacon Requirements and Wage Determination at time of bid be included directly in the Contract for this project. This change order is did not result in additional project costs.

	Contract Changes	Contract Amount	Percentage Change from Original Bid Amount	Reference
Original Bid Amount		\$6,956,567.00	- -	DM 10-020
Change Order No. 1	\$40,300.42	\$6,996,867.42	0.6% increase	DM 10-089
Change Order No. 2	\$188,937.00	\$7,185,804.42	3.3% increase	DM 11-085
Change Order No. 3	-0-	\$7,185,804.42	3.3% increase	DM 12-025

The project is now complete and District staff recommends that the Board authorizes the filing of the Notice of Completion and release of the retention amount of \$718,580.40 thirty-five days after the recorded date.

Financial Considerations:

The costs associated with this project will be funded by US Environmental Protection Agency grant, a Proposition 50 grant, an American Recovery and Reinvestment Act grant and a State Revolving Fund loan.

February 1, 2012

818-63.6.1 F/C

Brent Anton
Yucaipa Valley Water District
P.O. Box 730
Yucaipa, CA 92399

Subject: Yucaipa Valley Regional Brineline Extension (Phases 1 & 2) and
Non-Potable Water / Outfall Pipeline
Recommendation of Acceptance of Contract Work

Dear Mr. Anton:

All work required to be performed by Sukut Construction, Inc. for the Yucaipa Valley Regional Brineline Extension (Phases 1 & 2) and Non-Potable Water/Outfall Pipeline Project is essentially complete and the final Contract Amount for same is set forth as follows:

Original Contract Amount:	\$6,956,567.00
Contract Change Order No. 1	\$40,300.42
Contract Change Order No. 2	<u>\$188,937.00</u>
Final Contract Amount:	\$7,185,804.42

Since the Contract Work has been essentially completed in accordance with the Contract Documents, we recommend the District accept said Work. Subsequent to Board acceptance, a Notice of Completion should be filed and thereafter, following the lien period, the District should make final payment (i.e. release retained amount; attached is Sukut's request for retention payment), provided no Stop Notices have been filed and four minor punchlist items are completed (obtain final property releases, file SWPPP Notice of Termination, install manhole cover, and resolve P&F wage claim). If these punchlist items are not completed by the end of the retention period, the District should withhold approximately \$10,000 from the retained amount for completion of these items and release the balance (\$708,580.40).

If you have any questions, please call.

Sincerely,

KRIEGER & STEWART



Patrick M. Watson

PMW/blt
818-63-RECACCEPT

Attachment: Retention Payment Request

Record Without Fee
Per Govt. Code 6103

Recording Requested By:
Yucaipa Valley Water District

And When Recorded Mail To:
Yucaipa Valley Water District
P.O. Box 730
Yucaipa, CA 92399

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF COMPLETION

Project Number: N/A CMMS Number: P-03-213
Director Memorandum Number for Authorization: DM 10-020
Director Memorandum Number for Notice of Completion: DM 12-0xx

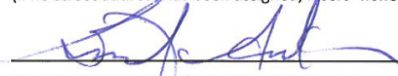
Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest in the property hereinafter described:
2. The full name of the owner is Yucaipa Valley Water District
3. The full address of the owner is 12770 Second Street, Yucaipa, CA 92399
4. All work performed hereinafter described was completed on February 1, 2012. The work done was: Construction of the Yucaipa Regional Brineline Extension (Phase 1 & 2) & Non-Potable Water/Outfall Pipeline
5. The name of the contractor for such work was: Sukut Construction, Inc.
April 7, 2010
(Date of Contract)
6. The property on which said work was complete in the Cities of Yucaipa and Redlands
County of San Bernardino, State of CA, and is described as APN: N/A
7. The street address of said property is None

(if no street address has been assigned, insert "none")

Dated February 23, 2012


Brent Anton, Engineering Manager

Verification

I, the undersigned, say: I am the General Manager of the Declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the comments thereof; the same is true to my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 7, 2012 at Yucaipa, CA.

Joseph B. Zoba, General Manager

Yucaipa Valley Water District
P.O. Box 730
Yucaipa, CA 92399
(909) 797-5118

PARTIAL PAYMENT ESTIMATE # 17 A/B - Brineline

Name of Contractor:

Sukut Construction, Inc.

Name of Owner:

Yucaipa Valley Water District

Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: <u>04/18/11</u>	Original: \$ <u>6,956,567.00</u>	From: <u>08/25/11</u>
Revised: _____	Revised: \$ <u>7,623,867.84</u>	To: <u>12/25/11</u>

Description of Job:

7,185,304.42

Yucaipa Valley Regional Brineline Extension (Phases 1 & 2)

Item #	Description	Contract Items			This Period		Total to Date	
		Quantity	Unit Price	Total	Quantity	Amount	Quantity	Amount
1.A.1	General Requirements	1	\$ 46,000.00	\$ 46,000.00	0.00	\$ -	1.00	\$ 46,000.00
1.A.2	Mobilization / Demobilization	1	\$ 70,000.00	\$ 70,000.00	0.00	\$ -	1.00	\$ 70,000.00
1.A.3	Excavation Safety Measures	1	\$ 79,000.00	\$ 79,000.00	0.00	\$ -	1.00	\$ 79,000.00
1.A.4	12" HDPE	21000	\$ 40.80	\$ 856,800.00	0.00	\$ -	21000.00	\$ 856,800.00
1.A.5	16" HDPE	1850	\$ 49.00	\$ 90,650.00	0.00	\$ -	1850.00	\$ 90,650.00
1.A.6	16" DIP at Live Oak Creek Bridge	1	\$ 96,000.00	\$ 96,000.00	0.00	\$ -	1.00	\$ 96,000.00
1.A.7	16" DIP at San Timoteo Creek Bridge	1	\$ 70,000.00	\$ 70,000.00	0.00	\$ -	1.00	\$ 70,000.00
1.A.8	Jack & Bore 30" Casing with 16" HDPE	1	\$ 146,000.00	\$ 146,000.00	0.00	\$ -	1.00	\$ 146,000.00
1.A.9	Brineline Maintenance Hole	15	\$ 14,000.00	\$ 210,000.00	0.00	\$ -	14.37	\$ 201,150.00
1.A.10	Brineline Air Ventilation Valves	15	\$ 10,000.00	\$ 150,000.00	0.00	\$ -	13.65	\$ 136,508.75
1.A.11	Brineline Drains	12	\$ 8,500.00	\$ 102,000.00	0.00	\$ -	10.07	\$ 85,575.00
1.A.12	Brineline Transition Manholes	1	\$ 44,000.00	\$ 44,000.00	0.00	\$ -	1.00	\$ 44,000.00
1.A.13	Remove Existing AC Paving & Base	19500	\$ 1.50	\$ 29,250.00	0.00	\$ -	19500.00	\$ 29,250.00
1.A.14	T-Trench AC & CAB over Mainline and	6000	\$ 18.00	\$ 108,000.00	0.00	\$ -	6000.00	\$ 108,000.00
1.A.15	0.25' of AC & CAB over Mainline and Br	13500	\$ 14.00	\$ 189,000.00	0.00	\$ -	13500.00	\$ 189,000.00
1.A.16	Owner Directed: Geotextile Fabric	1000	\$ 12.30	\$ 12,300.00	0.00	\$ -	0.00	\$ -
1.A.17	Owner Directed: Mobilization / Demobiliz	3	\$ 5,425.00	\$ 16,275.00	0.00	\$ -	0.00	\$ -
1.A.18	Owner Directed: Pipeline Depth at 1.1' to	2000	\$ 2.50	\$ 5,000.00	0.00	\$ -	0.00	\$ -
1.A.19	Owner Directed: Pipeline Depth at 2.1' to	500	\$ 4.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -
1.A.20	0.10' AC Grind & Overlay	220000	\$ 0.80	\$ 176,000.00	0.00	\$ -	205000.00	\$ 164,000.00
1.A.21	Traffic Control	1	\$ 65,000.00	\$ 65,000.00	0.00	\$ -	1.00	\$ 65,000.00
1.A.22	Cutoff Walls	11	\$ 1,090.00	\$ 11,990.00	0.00	\$ -	10.00	\$ 10,900.00

I.A.23	Owner Directed: Over-Excavation	1000	\$ 10.50	\$ 10,500.00	0.00	\$ -	80.00	\$ 840.00
I.B.1	General Requirements	1	\$ 50,000.00	\$ 50,000.00	0.00	\$ -	1.00	\$ 50,000.00
I.B.2	Mobilization / Demobilization	1	\$ 75,000.00	\$ 75,000.00	0.00	\$ -	1.00	\$ 75,000.00
I.B.3	Excavation Safety Measures	1	\$ 39,000.00	\$ 39,000.00	0.00	\$ -	1.00	\$ 39,000.00
I.B.4	16" HDPE	23800	\$ 55.30	\$ 1,316,140.00	0.00	\$ -	23800.00	\$ 1,316,140.00
I.B.5	Jack & Bore 30" Casing with 20" HDPE	1	\$ 172,000.00	\$ 172,000.00	0.00	\$ -	1.00	\$ 172,000.00
I.B.6	Brineline Maintenance Hole	14	\$ 14,500.00	\$ 203,000.00	0.00	\$ -	14.00	\$ 203,000.00
I.B.7	Brineline Air Ventilation Valves	8	\$ 10,500.00	\$ 84,000.00	0.00	\$ -	8.00	\$ 84,000.00
I.B.8	Brineline Drains	3	\$ 8,800.00	\$ 26,400.00	0.00	\$ -	2.38	\$ 20,925.00
I.B.9	Remove Existing AC Paving & Base	14500	\$ 1.35	\$ 19,575.00	0.00	\$ -	14500.00	\$ 19,575.00
I.B.10	0.25' of AC & CAB over Mainline and Br	14500	\$ 17.25	\$ 250,125.00	0.00	\$ -	14500.00	\$ 250,125.00
I.B.11	Owner Directed: Geotextile Fabric	1000	\$ 13.00	\$ 13,000.00	0.00	\$ -	0.00	\$ -
I.B.12	Brineline Transition Manholes	1	\$ 159,000.00	\$ 159,000.00	0.00	\$ -	1.00	\$ 159,000.00
I.B.13	Owner Directed: Mobilization / Demobiliz	3	\$ 5,500.00	\$ 16,500.00	0.00	\$ -	0.00	\$ -
I.B.14	Owner Directed: Pipeline Depth at 1.1' to	2000	\$ 2.50	\$ 5,000.00	0.00	\$ -	0.00	\$ -
I.B.15	Owner Directed: Pipeline Depth at 2.1' to	500	\$ 4.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -
I.B.16	0.10' AC Grind & Overlay	280000	\$ 0.80	\$ 224,000.00	0.00	\$ -	210000.00	\$ 168,000.00
I.B.17	Cutoff Walls	13	\$ 1,130.00	\$ 14,690.00	0.00	\$ -	11.00	\$ 12,430.00
I.B.18	Concrete Encasement	600	\$ 96.00	\$ 57,600.00	0.00	\$ -	600.00	\$ 57,600.00
I.B.19	Traffic Control	1	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00
I.B.20	Owner Directed: Over-Excavation	1000	\$ 4.50	\$ 4,500.00	0.00	\$ -	0.00	\$ -
I.P.1	Permits - Brineline	1	\$ 400,000.00	\$ 400,000.00	0.00	\$ -	0.64	\$ 256,350.20
CO1	Beaumont Bridge & SBCFCD Area	1	\$ 40,300.42	\$ 40,300.42	0.00	\$ -	1.00	\$ 40,300.42
CO2	Closing Change Order - Brineline	1	\$ 476,350.25	\$ 476,350.25	0.00	\$ -	1.00	\$ 476,350.25

Amount	This Period	Total To Date
Amount Earned	\$ -	\$ 5,893,469.62
Amount Retained	\$ 589,346.96	\$ 589,346.96
Previous Payments	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
Amount Duc	\$ 589,346.96	

Estimated Percentage of Job Completed 94.25% 100 y.

Is Contractor's Construction Progress on Schedule? Yes No

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown in previous estimates and the work has been performed in accordance with the contract documents.

Yucaipa Valley Regional Brineline Extention (Phases 1 2)
and Non-Potable Water / Outfall Pipeline
Project No. P-65-106

Partial Payment Form
5744-4
K-2

Date: 12 25-11
Name of Contractor: Sukat Construction, Inc.
By: [Signature]
Title: AB Manager

YUCAIPA VALLEY WATER DISTRICT

By: [Signature]
Engineer
By: [Signature]
Inspector
[Signature]

Yucaipa Valley Regional Brineline Extention (Phases 1 2)
and Non-Potable Water / Outfall Pipeline
Project No. P-65-106

Partial Payment Form
5744-4
K-2

Yucaipa Valley Water District
P.O. Box 730
Yucaipa, CA 92399
(909) 797-5118

PARTIAL PAYMENT ESTIMATE # 17 C - Outfall

Name of Contractor:

Sukut Construction, Inc.

Name of Owner:

Yucaipa Valley Water District

Date of Completion:

Original: 04/18/11

Revised: _____

Amount of Contract:

Original: \$ 6,956,567.00

Revised: \$ ~~7,623,867.84~~

Dates of Estimate:

From: 08/25/11

To: 12/25/11

Description of Job:

Non-Potable Water / Outfall Pipeline

Item #	Description	Contract Items			This Period		Total to Date	
		Quantity	Unit Price	Total	Quantity	Amount	Quantity	Amount
1.C.1	General Requirements	1	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00
1.C.2	Mobilization / Demobilization	1	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00
1.C.3	Excavation Safety Measures	1	\$ 14,500.00	\$ 14,500.00	0.00	\$ -	1.00	\$ 14,500.00
1.C.4	12" HDPE	12700	\$ 42.50	\$ 539,750.00	0.00	\$ -	12700.00	\$ 539,750.00
1.C.5	12" DIP at Live Oak Creek Bridge	1	\$ 57,000.00	\$ 57,000.00	0.00	\$ -	1.00	\$ 57,000.00
1.C.6	4" NPW Blow-Off	6	\$ 4,500.00	\$ 27,000.00	0.00	\$ -	5.22	\$ 23,500.00
1.C.7	2" Combination Air & Vacuum Valve	7	\$ 3,700.00	\$ 25,900.00	0.00	\$ -	6.50	\$ 24,040.00
1.C.8	12" Valve & Flow Meter Vaults	1	\$ 133,000.00	\$ 133,000.00	0.00	\$ -	1.00	\$ 133,000.00
1.C.9	Outfall Facility	1	\$ 25,000.00	\$ 25,000.00	0.00	\$ -	1.00	\$ 25,000.00
1.C.10	Remove Existing AC Paving & Base (1.A	12700	\$ 0.36	\$ 4,572.00	0.00	\$ -	12700.00	\$ 4,572.00
1.C.11	T-Trench AC & CAB over Mainline and	4400	\$ 20.00	\$ 88,000.00	0.00	\$ -	4400.00	\$ 88,000.00
1.C.12	0.25' of AC & CAB over Mainline and Br	8300	\$ 16.00	\$ 132,800.00	0.00	\$ -	8300.00	\$ 132,800.00
1.C.13	Owner Directed: Geotextile Fabric	1000	\$ 12.30	\$ 12,300.00	0.00	\$ -	0.00	\$ -
1.C.14	Disinfect NPW Pipeline	1	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	0.00	\$ -
1.C.15	Owner Directed: Mobilization / Demobili	3	\$ 5,000.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -
1.C.16	Owner Directed: Pipeline Depth at 1.1' to	1500	\$ 2.50	\$ 3,750.00	0.00	\$ -	0.00	\$ -
1.C.17	Owner Directed: Pipeline Depth at 2.1' to	500	\$ 4.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -
1.C.18	Cutoff Walls (1.A.22)	6	\$ 1,200.00	\$ 7,200.00	0.00	\$ -	5.00	\$ 6,000.00
1.C.19	Owner Directed: Over-Excavation (1.A.2	1000	\$ 4.50	\$ 4,500.00	0.00	\$ -	0.00	\$ -
1.C.20	Traffic Control (1.A.21)	1	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00
1.P.1	Permits - Outfall	1	\$ 100,000.00	\$ 100,000.00	0.00	\$ -	0.59	\$ 58,522.63
CO2	Closing Change Order - Outfall	1	\$ 150,650.17	\$ 150,650.17	0.00	\$ -	1.00	\$ 150,650.17



Director Memorandum 12-027

Date: March 7, 2012

Prepared By: Brent Anton, Engineering Manager

Subject: Change Order No. 1 to the Contract with W.A. Rasic Construction for the Yucaipa Regional Brineline Extension Pipeline Project (Phase 3)

Recommendation: That the Board of Directors approves Change Order No. 1 as presented.

At the regular meeting on August 17, 2011, the Board awarded a contract to W.A. Rasic Construction Company for the construction of Phase 3 of the Yucaipa Valley Regional Brineline Extension for a sum not to exceed \$9,350,000 [DM 11-080].

Change Order No. 1 is a necessary requirement of the funding agencies that the most current Davis Bacon Requirements and Wage Determination at time of bid be included directly in the Contract for this project. This change order is administrative and will not result in additional project costs.

	Contract Changes	Contract Amount	Percentage Change from Original Bid Amount	Reference
Original Bid Amount		\$9,350,000.00	- -	DM 11-080
Change Order No. 1	-0-	\$9,350,000.00	0.0% Change	DM 12-027

Financial Considerations:

The costs associated with this project will be funded by a Proposition 50 Integrated Resource Grant, an American Recovery and Reinvestment Act grant and a State Revolving Fund loan.

CONTRACT CHANGE ORDER NO. 1

CONTRACT Yucaipa Valley Regional Brineline Extension (Phase 3) DATED August 17, 2011
 BY AND BETWEEN Yucaipa Valley Water District (OWNER),
 AND W.A. Rasic Construction Co., Inc. (CONTRACTOR),
 is hereby directed to make the following change(s) in Contract Work:

ITEM NO.	DESCRIPTION OF CHANGE	DECREASE \$	INCREASE \$
1	Add Exhibit G - Davis Bacon Requirements to Contract (Copy Attached)	\$0.00	\$0.00
2	Add Davis Bacon Wage Determination CA100037 MOD 26 to Contract (Copy Attached)	\$0.00	\$0.00

Total DECREASE in Contract Amount	<u>(\$0.00)</u>
Total INCREASE in Contract Amount	<u>(\$0.00)</u>
Net change in Contract Amount	<u>(\$0.00)</u>
Contract Amount Prior to Change	<u>\$9,350,000.00</u>
Contract Amount Adjusted for Change	<u>\$9,350,000.00</u>


Yucaipa Valley Regional Brineline Extension (Phase 3)
 Project No. P-03-213

Contract Change Order Form
 5744-4
 L-1

By reason of Change Order No. 1, time of completion shall be adjusted as follows: 0 Working Days.

Adjusted Contract Completion Date shall be: August 31, 2012

All provisions of the Contract shall apply hereto, and shall become effective when fully executed (signed and dated) by both parties.

Recommended by (Engineer)  Date: 2-14-12

Accepted by (Contractor) _____ Date: _____

Approved by (Owner) _____ Date: _____

Remarks _____



Director Memorandum 12-028

Date: March 7, 2012

Prepared By: Brent Anton, Engineering Manager

Subject: Change Order No. 1 to the Contract with Canyon Springs Enterprises doing business as R.S.H. for the R-10.3 Recycled Water Storage and Booster Complex

Recommendation: That the Board of Directors approves Change Order No. 1 as presented.

At the regular meeting on January 4, 2012, the Board awarded a contract to Canyon Springs Enterprises doing business as R.S.H. for the construction of the R-10.3 Recycled Water Storage and Booster Complex located at the entrance to Crow Canyon for a sum not to exceed \$4,177,087 [DM 12-002].

Change Order No. 1 is a necessary requirement of the funding agencies that the most current Davis Bacon Requirements and Wage Determination at time of bid be included directly in the Contract for this project.

	Contract Changes	Contract Amount	Percentage Change from Original Bid Amount	Reference
Original Bid Amount		\$4,177,087.00	--	DM 12-002
Change Order No. 1	-0-	\$4,177,087.00	0.0% Change	DM 12-028

Financial Considerations:

The costs associated with this project will be funded by the US EPA, Bureau of Reclamation and an SRF loan.

CONTRACT CHANGE ORDER NO. 1

Non-Potable Reservoirs NR-10.3.1 and
 CONTRACT NR-10.3.2 and Booster Station NR-10.3 DATED January 4, 2012
 BY AND BETWEEN Yucaipa Valley Water District (OWNER),
 AND Canyon Springs Enterprises dba RSH Construction (CONTRACTOR),
 is hereby directed to make the following change(s) in Contract Work:

ITEM NO.	DESCRIPTION OF CHANGE	DECREASE \$	INCREASE \$
1	Add Exhibit G, Davis Bacon Requirements to Contract (copy attached).	0.00	0.00
1	Add Davis Bacon Wage Determination CA100036 MOD 35 to Contract (copy attached)	0.00	0.00

Total DECREASE in Contract Amount	<u>\$0.00</u>
Total INCREASE in Contract Amount	<u>\$0.00</u>
Net change in Contract Amount	<u>\$0.00</u>
Contract Amount Prior to Change	<u>\$4,177,087.00</u>
Contract Amount Adjusted for Change	<u>\$4,177,087.00</u>

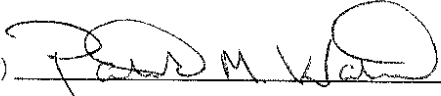
Non-Potable Reservoirs NR-10.3.1 and NR-10.3.2
 and Booster Station NR-10.3
 11/11/2011

Change Order Form L-1

By reason of Change Order No. 1, time of completion shall be adjusted as follows:

0 Working Days. Adjusted Contract Completion Date shall be November 10, 2012.

All provisions of the Contract shall apply hereto, and shall become effective when fully executed (signed and dated) by both parties.

Recommended by (Engineer)  Date: 2-21-12

Accepted by (Contractor) _____ Date: _____

Approved by (Owner) _____ Date: _____

Remarks _____

DIRECTOR COMMENTS

ANNOUNCEMENTS