



# Yucaipa Valley Water District

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

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

Wednesday, October 3, 2012 at 6:00 p.m.

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- 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 - September 19, 2012
    2. Board Workshop - September 25, 2012
- V. BOARD REPORTS
  - A. Regional Water Workshop - September 27, 2012
  - B. Reports by Board Members
- VI. STAFF REPORT
- VII. DISCUSSION ITEMS
  - A. Supervisory Control and Data Acquisition (SCADA) System Improvements for the Recycled Water System [[Director Memorandum No. 12-085 - Page 14 of 52](#)]

RECOMMENDED ACTION: That the Board approves Task Order No. 1 with QVersa for a sum not to exceed \$166,865 to furnish and install SCADA system components the recycled water system.

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Any person with a disability who requires accommodation in order to participate in this meeting should telephone Chelsie Fogus at (909) 797-5118 at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

Materials related to an item on this agenda submitted to the Board of Directors after distribution of the board meeting packet are available for public inspection during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting material may also be available on the District's website at [www.yvwd.dst.ca.us](http://www.yvwd.dst.ca.us)

- B. Claim for Water Damages Related to Water Mainline Break Impacting Property at 11950 Adams Street, Yucaipa - Otilia White [[Director Memorandum No. 12-086 - Page 33 of 52](#)]

RECOMMENDED ACTION: That the Board denies the claim for damages at property located at 11950 Adams Street, Yucaipa.

- C. Change Order No. 2 to the Contract with W. A. Rasic Construction for the Yucaipa Regional Brineline Extension Project (Phase 3) [[Director Memorandum No. 12-087 - Page 48 of 52](#)]

RECOMMENDED ACTION: That the Board approves Change Order No. 2 with W. A. Rasic for a decrease in the amount of the construction contract by \$471,470.70.

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

X. ANNOUNCEMENTS

- A. October 9, 2012 at 4:00 p.m. - Board Workshop
- B. October 17, 2012 at 6:00 p.m. - Regular Board Meeting
- C. October 18, 2012 at 9:00 a.m. - Brineline Dedication
- D. October 30, 2012 at 4:00 p.m. - Board Workshop
- E. November 7, 2012 at 6:00 p.m. - Regular Board Meeting

XI. ADJOURNMENT

# CONSENT CALENDAR

# MINUTES OF A REGULAR BOARD MEETING

September 19, 2012

Directors Present:

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

Staff Present:

Joseph Zoba, General Manager  
Jack Nelson, Assistant General Manager  
Jennifer Ares, Resource Sustainability Manager  
Vicky Elisalda, Controller

Directors Absent:

Jay Bogh, President  
Hank Wochholz, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Bruce Cash, United Strategies  
John Dietrich, Atkinson, Andelson, Loya, Ruud & Romo  
Ken Munoz, Customer  
Ray Dorame, MasterCraft Homes  
Amy Feliz, Customer

The regular meeting of the Board of Directors of the Yucaipa Valley Water District was called to order by Director Bruce Granlund at 6:00 p.m. on Wednesday, September 19, 2012 at the Administrative Office Building, 12770 Second Street, Yucaipa, California.

CALL TO ORDER

Director Bruce Granlund led the pledge of allegiance.

FLAG SALUTE

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

ROLL CALL

Director Bruce Granlund welcomed the audience members. There were no public comments.

PUBLIC COMMENTS

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

CONSENT CALENDAR

- A. Minutes of Meetings
  - 1. Regular Board Meeting - September 5, 2012
  - 2. Board Workshop - September 11, 2012
- B. Payment of Bills
  - 1. Approve/Ratify Invoices of Board Awarded Contracts
  - 2. Ratify General Expenses for August 2012

The consent calendar was approved by a vote of 3 - 0.

- A. City of Yucaipa Economic Development Advisory Committee - September 6, 2012 - Director Lonni Granlund reported that the meeting focused on the Yucaipa Valley Regional Brineline, various construction activities, and the proposed Dunlap improvements.
- B. Association of the San Bernardino County Special Districts - September 17, 2012 - Director Bruce Granlund reported that the meeting involved a legislative report and a detailed discussion by Evari GIS Consulting.
- C. Reports by Board Members - There were no other reports provided by the members of the Board.

BOARD REPORTS

The staff report included the following topics:

- General Manager Joseph Zoba provided a brief overview of the News-Mirror article dated September 14, 2012, *Completed Brineline to Help with City's Economic Development*.
- General Manager Joseph Zoba provided a brief overview of the Beaumont-Banning Patch online article dated September 18, 2012, *Big Government Consolidation Is Not A Strategy For Beaumont Water*.
- General Manager Joseph Zoba recommended that Director Memorandum 12-080 and Director Memorandum 12-081 be pulled from the agenda until the developer finalizes the purchase transaction for the subject property.
- General Manager Joseph Zoba stated that there would not be a closed session at this meeting.

STAFF REPORT

DISCUSSION ITEMS:

Following a staff presentation by General Manager Joseph Zoba, Director Ian Cuthbertson moved and Director Lonnie Granlund seconded a motion to receive and file the unaudited financial report as presented... The motion was approved by a vote of 3 - 0.

DM 12-077  
UNAUDITED FINANCIAL  
REPORT FOR THE PERIOD  
ENDING AUGUST 31, 2012

Following a staff presentation by General Manager Joseph Zoba, Director Lonni Granlund moved and Director Ian Cuthbertson seconded a motion to approve Development Agreement No. 2012-08. The motion was approved by a vote of 3 - 0.

DM 12-078  
DEVELOPMENT  
AGREEMENT NO. 2012-08 -  
AMENDMENT NO. 1 TO  
THE AGREEMENT TO  
PROVIDE WATER, SEWER  
AND RECYCLED WATER  
FACILITIES AND SERVICE  
TO THE DEVELOPMENT OF  
TRACT NO. 26811

Following a staff presentation by General Manager Joseph Zoba, Director Ian Cuthbertson moved and Director Lonni Granlund seconded a motion to approve the Amendment to the Santa Ana Regional Interceptor Agreement with San Bernardino Valley Municipal Water District. The motion was approved by a vote of 3 - 0.

DM 12-079  
AMENDMENT NO. 1 TO  
THE SANTA ANA  
REGIONAL INTERCEPTOR  
AGREEMENT BETWEEN  
YUCAIPA VALLEY WATER  
DISTRICT AND THE SAN  
BERNARDINO VALLEY  
MUNICIPAL WATER  
DISTRICT

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This item was removed from the meeting agenda.

DM 12-080  
DEVELOPMENT  
AGREEMENT NO. 2012-06 -  
AGREEMENT TO PROVIDE  
WATER AND SEWER  
FACILITIES AND SERVICE  
TO THE PROPOSED  
RESIDENTIAL  
DEVELOPMENT OF TRACT  
NO. 30386 LOCATED IN  
CALIMESA, CALIFORNIA

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This item was removed from the meeting agenda.

DM 12-081  
DEVELOPMENT  
AGREEMENT NO. 2012-07 -  
AGREEMENT TO PROVIDE  
WATER AND SEWER  
FACILITIES AND SERVICE  
TO THE PROPOSED  
RESIDENTIAL  
DEVELOPMENT OF TRACT  
NO. 26925 LOCATED IN  
CALIMESA, CALIFORNIA

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Following a staff presentation by General Manager Joseph Zoba, Director Lonni Granlund moved and Director Ian Cuthbertson seconded a motion to approve the Labor Agreement with the General Employee Bargaining Group. The motion was approved by a vote of 3 - 0.

DM 12-082  
LABOR AGREEMENT WITH  
THE GENERAL EMPLOYEE  
BARGAINING GROUP OF  
THE YUCAIPA VALLEY  
WATER DISTRICT

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Following a staff presentation by General Manager Joseph Zoba, Director Ian Cuthbertson moved and Director Lonni Granlund seconded a motion to approve the Labor Agreement with the Management-Supervisory Bargaining Group. The motion was approved by a vote of 3 - 0.

DM 12-083  
LABOR AGREEMENT WITH  
THE MANAGEMENT-  
SUPERVISORY EMPLOYEE  
BARGAINING GROUP OF  
THE YUCAIPA VALLEY

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WATER DISTRICT

Following a staff presentation by General Manager Joseph Zoba, Director Lonni Granlund moved and Director Ian Cuthbertson seconded a motion to approve the Labor Agreement with the Management-Exempt Bargaining Group. The motion was approved by a vote of 3 - 0.

DM 12-084  
LABOR AGREEMENT WITH  
THE MANAGEMENT-  
EXEMPT EMPLOYEE  
BARGAINING GROUP OF  
THE YUCAIPA VALLEY  
WATER DISTRICT

There were no comments from the board members.

DIRECTOR COMMENTS

There was no closed session.

CLOSED SESSION

Director Bruce Granlund directed attention to the announcements located on the board meeting agenda.

ANNOUNCEMENTS

There being no further business, the meeting was adjourned at 6:30 p.m.

Respectfully submitted,

\_\_\_\_\_  
Joseph B. Zoba, Secretary

(Seal)

# MINUTES OF A BOARD WORKSHOP

September 25, 2012 at 4:00 P.M.

Directors Present:

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

Staff Present:

Joseph Zoba, General Manager  
Jack Nelson, Assistant General Manager  
John Hull, Public Works Manager  
Brent Anton, Engineering Manager  
Bob Wall, Operations Manager  
Kevin King, Operations Manager

Directors Absent:

Bruce Granlund, Vice President  
Hank Wochholz, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Guests and Others Present:

Richard Siegmund, Customer

- 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.
- III. Staff Report -
  - General Manager Joseph Zoba mentioned that a majority of the water retailers in the service area of the San Geronio Pass Water Agency have considered and adopted the regional water allocation plan. The next regional meeting will be on September 27, 2012 at the City of Banning
- IV. Capital Improvement Projects
  - A. Status Report on the Construction of the R-10 Recycled Water Reservoir and Booster Complex [Workshop Memorandum No. 12-166] - Engineering Manager Brent Anton provided a detailed status report on the construction of the R-10 Reservoir Project.
  - B. Status Report on the Construction of the Crow Street Pipeline Facilities [Workshop Memorandum No. 12-167] - Engineering Manager Brent Anton provided an overview of the Crow Street Pipeline Project.
  - C. Status Report on the Construction of the Recycled Water Booster Facility at the Reservoir R-12.1 Complex [Workshop Memorandum No. 12-168] - Engineering Manager Brent Anton provided a detailed status report on the construction of the R-12.1 Recycled Water Booster Facility.
  - D. Status Report on the Construction of the Wochholz Improved Salinity Effluent (WISE) Project [Workshop Memorandum No. 12-169] - Operations Manager Kevin King provided an overview of the construction of the reverse osmosis equipment at the Wochholz Regional Water Recycling Facility.
- V. Administrative Issues

- A. Supervisory Control and Data Acquisition (SCADA) System Improvements for the Recycled Water System [Workshop Memorandum No. 12-170] - Engineering Manager Brent Anton provided an overview of the SCADA upgrade proposal for the recycled water system.
  - B. Change Order to the Contract with W. A. Rasic Construction for the Construction of the Yucaipa Valley Regional Brineline Project (Phase 3) [Workshop Memorandum No. 12-171] - Engineering Manager Brent Anton provided an overview of the final project change order resulting in a decrease of 5% from the original construction contract amount.
  - C. Claim for Water Damages Related to Water Mainline Break Impacting Property at 11950 Adams Street, Yucaipa - Otilia White [Workshop Memorandum No. 12-172] - Assistant General Manager Jack Nelson provided an overview of the claim for damages from Ms. Otilia White.
  - D. Purchase of Brine Disposal and Treatment Capacity from the San Bernardino Valley Municipal Water District [Workshop Memorandum No. 12-173] - General Manager Joseph Zoba provided information on the purchase of 295,000 gallons per day of treatment and disposal capacity from Orange County Sanitation District.
- VI. Director Comments - There were no comments from the board members.
- VII. 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  
There was no closed session conducted.
- VIII. Adjournment - The meeting was adjourned at 4:40 p.m.

Respectfully submitted,

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Joseph B. Zoba, Secretary

(SEAL)

# BOARD REPORTS

# **Notice and Agenda of a Regional Water Workshop**

Thursday, September 27, 2012 at 4:00 p.m.

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## **MEETING LOCATION:**

City of Banning City Hall  
99 East Ramsey Street  
Banning, California 92220

## **RETAIL WATER AGENCIES:**

City of Banning  
Banning Heights Mutual Water Company  
Beaumont Cherry Valley Water District  
Cabazon Water District  
High Valleys Water District  
South Mesa Mutual Water Company  
Yucaipa Valley Water District

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- I. Call to Order and Introductions**
  - II. Public Comments**
  - III. Retail Water Agency Status Report on the Regional Allocation Agreement for Water Imported by the San Gorgonio Pass Water Agency**
    - A. City of Banning
    - B. Banning Heights Mutual Water Company
    - C. Beaumont Cherry Valley Water District
    - D. Cabazon Water District
    - E. High Valleys Water District
    - F. South Mesa Mutual Water Company
    - G. Yucaipa Valley Water District
  - IV. Implementation of the Regional Allocation Agreement for Water Imported by the San Gorgonio Pass Water Agency**
  - V. Future Regional Meetings of Elected Officials**
  - VI. Adjournment**
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# STAFF REPORT

# DISCUSSION ITEMS



## Director Memorandum 12-085

**Date:** October 3, 2012

**Prepared By:** Brent Anton, Engineering Manager

**Subject:** Supervisory Control and Data Acquisition (SCADA) System Improvements for the Recycled Water System

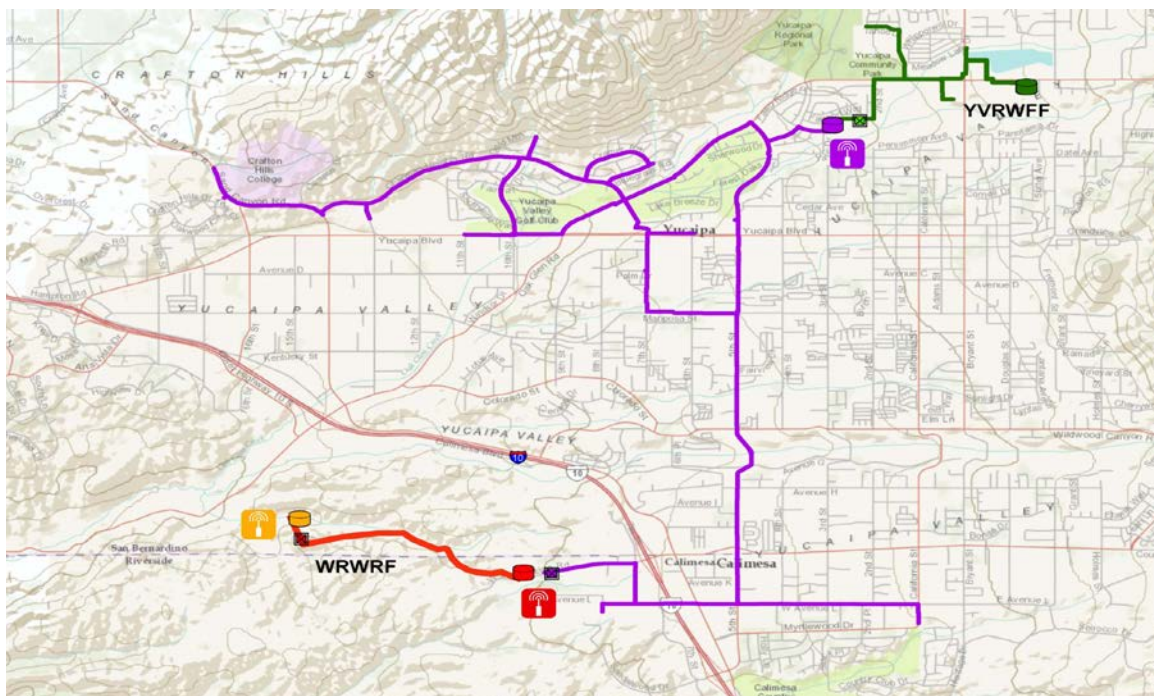
**Recommendation:** That the Board approves Task Order No. 1 with QVersa for a sum not to exceed \$166,865 to furnish and install SCADA system components the recycled water system.

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With the culmination of the recycled water facilities, it is critical that all these facilities work in conjunction with one another. Therefore, a SCADA system needs to be installed for the recycled water facilities similar to the system currently being utilized to operate and manage the drinking water facilities.

With QVersa's expertise and knowledge of the existing SCADA systems throughout the District, they become the most logical and best qualified contractor to perform the work. Exhibits "A", "B" and "C" are attached to Task Order No. 1, which details the materials and services necessary to complete the scope of work.

Staff recommends the Board approve a contract and authorize Task Order No. 1 with QVersa for \$166,865 to furnish and install a SCADA system for the recycled water facilities.



AGREEMENT FOR SERVICES BY INDEPENDENT CONTRACTOR  
(SCADA Integration of New Recycled Water District Facilities)

THIS AGREEMENT is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the YUCAIPA VALLEY WATER DISTRICT ("OWNER") whose address is Post Office Box 730, Yucaipa, California 92399 and Q VERSA, LLC ("CONTRACTOR") whose address is 8780 19th Street, Alta Loma, California 91701, telephone (714) 494-4564, fax (714) 494-4866, Fed. Tax Id. No.26-0382944.

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 the SCADA Integration of New Recycled Water District Facilities.
- 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 and warrants to OWNER that CONTRACTOR possesses the necessary skills, qualifications, personnel and equipment 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 until October 3, 2013, 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, from time to time, in writing by the Board of Directors and 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 may 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.

4.06 Wage Rates. The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate of holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract or Work as hereinafter set forth (see Labor code 1770 et.seq.). Copies of rates are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful Bidder shall post a copy of such determinations at each job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this Project by all Contractors and Subcontractors.

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. Provide Comprehensive General Liability insurance policy on Insurance Service Office (ISO)-CGL Form No. CG 00 01 11 85 or 88 in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury, personal injury and property damage naming OWNER as an additional insured using ISO additional assured endorsement form CG 20 10 11 83 (in no event will OWNER accept an endorsement form with an edition date later than 1990);

b. Provide Automobile Liability Insurance coverage, Insurance Services Office (ISO) code 1 (any auto) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage;

c. Provide Worker's Compensation Insurance for CONTRACTOR's employees and agents as required by the Labor Code of the State of California and Employers Liability Insurance in the amount of, at least, \$1,000,000 per accident, for bodily injury and disease;

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

e. 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;

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 or amended without 30 days' prior written notice to OWNER. Self-insurance does not comply with these insurance specifications. 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 and OWNER agree that OWNER, its employees, agents and officials 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 of this Agreement. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to OWNER. CONTRACTOR acknowledges that OWNER would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect OWNER as set forth here.

5.05.1 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless OWNER, 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 owner, 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 to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by OWNER.

5.05.2 Without affecting the rights of OWNER under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless OWNER as set forth above for liability attributable to the sole fault of OWNER, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where OWNER is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where OWNER's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and OWNER will be indemnified for all liability incurred, even though a percentage of liability is attributable to conduct of OWNER.

5.05.3 CONTRACTOR acknowledges that its obligation pursuant to this

Section extends to liability attributable to OWNER, if that liability is less than the sole fault of OWNER. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of OWNER.

5.06 In the event that OWNER requests that specific employees or agents of CONTRACTOR supervise or otherwise perform the services specified in each Task Order, CONTRACTOR shall ensure that such individual (or individuals) shall be appointed and assigned the responsibility of performing the services.

5.07 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.08 CONTRACTOR shall be solely responsible for obtaining all permits, licenses and approvals necessary or applicable to the performance of services under this Agreement, unless otherwise expressly provided for in any Task Order issued pursuant to this Agreement. In the event OWNER is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

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 hereunder, 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.

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 all such materials to OWNER. At the OWNER's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions. 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.

OWNER:  
YUCAIPA VALLEY WATER DISTRICT

CONTRACTOR:  
Q VERSA, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Print Name Joseph B. Zoba

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

Title General Manager

Title \_\_\_\_\_



**INDEPENDENT CONTRACTOR'S TASK ORDER  
ISSUED TO Q VERSA, LLC**

**TASK ORDER NO. 1**

**Project Title:** SCADA Integration for Recycled Water System

**YVWD Project Number:** P-04-244

**Task Order Authorization Date:** October 3, 2012 Director Memorandum No. 12-0xx

**Contractor Name:** Q Versa, LLC  
**Contact:** Mr. Jason Becker  
**Address:** 8780 19th Street  
 Alta Loma, California 91701  
**Telephone:** (714) 494-4564  
**E-mail:** jbecker@qversa.com  
**Fed. Tax ID #:** 26-0382944

THIS TASK ORDER is issued pursuant to that certain Agreement for Services by Independent Contractor between the Yucaipa Valley Water District ("OWNER") and Q VERSA, LLC, ("CONTRACTOR").

**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  
 See Exhibit "B", attached hereto  
 See Exhibit "C", attached hereto  
 \_\_\_\_\_ Description of Task:

**2. Time of Performance.** Time is of the essence; therefore CONTRACTOR shall commence work immediately and shall complete performance of services contained herein by October 3, 2013.

**3. Liaison of OWNER.** Brent Anton, Engineering Manager shall serve as liaison between OWNER and CONTRACTOR.

**4. Staff Assignments.** CONTRACTOR will assign a primary contact for the performance of services required by this Task Order.

**5. Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated, the following: (Check if Not Applicable: ): See Exhibits "A", "B" and "C"  
 Director Memorandum No. 12-xxx

**6. Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall receive a total not-to-exceed sum of One Hundred Sixty-Six Thousand, Eight Hundred Sixty-Five Dollars (\$166,865), payable as provided in Section 2.0 of the Master Project Agreement.

7. **Reimbursable Expenses.** In addition to the compensation provided for in Paragraph 6 above, CONTRACTOR shall not be entitled to reimbursement for expenses not included in the scope of services and fee proposal.

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

Not applicable

See Exhibits "A", "B" and "C" and Director Memorandum No. 12-xxx.

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

**Yucaipa Valley Water District**

**Q Versa, LLC**

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

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

Dated: October 3, 2012

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

Name: Jay Bogh

Name: \_\_\_\_\_

Title: Board President

Title: \_\_\_\_\_



Exhibit "A"

Quotation

---

8780 19th Street · Suite 279 · Alta Loma, CA 91701 · Ph 714.494.4564 · Fx 714.494.4866

### Quotation Letter

Friday, April 20, 2012  
 QV Ref: EST-1280-2

**Project Title:** YWWD Non-Potable Reservoirs NR-10.3.1 and NR-10.3.2 and Booster Station NB-10.3

---

### Project Objective:

To furnish the materials and labor to complete the SCADA Subcontractor scope of work as defined by specification section 17010.

---

### Materials to be provided:

1. Allen-Bradley CompactLogix PLC system configured as required
  2. Allen-Bradley PanelView Plus 6 1000
  3. Esteem radio with Yagi antenna and externally mounted surge arrestor with enclosure
  4. 5-Port unmanaged Ethernet switch
  5. 24VDC power supply
  6. Eaton UPS sized as required
  7. Six Hand-Off-Auto switches
  8. MCP/RTU miscellaneous control panel components as required
- 

### Services to be provided:

1. Assembly of upper MCP/RTU subpanel (subpanel provided by other)
  2. Installation of six Hand-Off-Auto switches in MCP/RTU door (door provided by others)
  3. Installation of MCP/RTU upper subpanel and door
  4. Wiring between MCP/RTU lower subpanel and upper subpanel
  5. PLC and local OIT (Operator Interface Terminal) programming at MCP/RTU
  6. HMI programming at Crystal Creek Distribution system as required
  7. PLC programming at Wochholz NR-8.1 Reservoir as required
  8. PLC programming at NR-12.1 Reservoir as required
  9. Startup and testing of all SCADA Subcontractor supplied equipment and programming
  10. Submittals, programming, testing, training, startup and final documentation
  11. Calibration of provided instruments (Factory calibration takes precedence over field calibration)
- 

---

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- 1 -



## Quotation

8780 19th Street · Suite 279 · Alta Loma, CA 91701 · Ph 714.494.4564 · Fx 714.494.4866

### Clarifications

1. Sales tax included in all prices
2. Upper back panel and door to be provided to Q Versa by others
3. Q Versa will supply and install all equipment on upper MCP/RTU subpanel and door per drawings and specification as pertaining to the SCADA Subcontractor portion of the work.
4. Q Versa will re-install upper subpanel and door and will supply and land all control wiring from field terminal blocks on lower subpanel to terminal blocks on upper subpanel.
5. **Allen-Bradley CompactLogix 1769 platform instead of ControlLogix 1756 platform. This is a deviation from the specification section 17010-2.02**

### Exclusions

1. Reports
2. Antenna mast and antenna installation
3. Enclosure air conditioner, intake and exhaust louvers and fan
4. Instrument power supply(s)
5. Furnishing and installation of in-line devices, tubing, fittings, pipes, taps, process pumps, etc.
6. Mounting hardware for field instruments
7. Field interconnection wiring and terminations
8. Piping, valves and all related hardware
9. Conduit & cable drawings
10. Megohmmeter testing
11. **Any labor or materials required at NR-8.1 except PLC programming modifications as specified in section 17010-1.01**

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Quotation

8780 19th Street · Suite 279 · Alta Loma, CA 91701 · Ph 714.494.4564 · Fx 714.494.4866

Terms and Conditions

1. Prices quoted are valid until 9/30/2012
2. Terms of payment
  - a. Invoices are due net 30 days
3. Prices quoted are subject to change based on changes to the project scope
4. This quotation is for the products and services listed above only. Any additional products or services required will be provided at additional cost.

**Lump Sum..... \$79,200.00**

Best Regards,

Jason Becker  
Q Versa, LLC

Break Out;

Engineering (Panel design, submittals, O&M's, etc.)	-	\$15,400
Control panel (Build, including materials, and taxes)	-	\$25,840
Programming (HMI, SCADA, PLC, Radios)	-	\$24,400
Start up (Point to point, Calibration, etc.)	-	\$11,120
Other (S&H, Office Supplies, Mileage, etc.)	-	\$ 2,440
		\$79,200

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**VERSA**

Exhibit "B"

**Quotation**

8780 19th Street · Suite 279 · Alta Loma, CA 91701 · Ph 714.494.4564 · Fx 714.494.4866

**Quotation Letter**Friday, April 20, 2012  
QV Ref: EST-1279-1**Project Title:** YWWD BB-12.1 Non-Potable Booster Station**Project Objective:**

To furnish the materials and labor to complete the SCADA Subcontractor scope of work as defined by the project specifications.

**Materials to be provided:**

1. Allen-Bradley CompactLogix PLC system configured as required
2. Allen-Bradley PanelView Plus 6 1000
3. Esteem radio with Yagi antenna and externally mounted surge arrester with enclosure
4. 5-Port unmanaged Ethernet switch
5. 24VDC power supply
6. Eaton UPS sized as required
7. Operator switches, buttons and pilot lights for MCP/RTU door as required
8. MCP/RTU miscellaneous control panel components as required

**Services to be provided:**

1. Assembly of upper MCP/RTU subpanel (subpanel provided by other)
2. Installation of switches, buttons and pilot lights in MCP/RTU door (door provided by others)
3. Installation of MCP/RTU upper subpanel and door
4. Wiring between MCP/RTU lower subpanel and upper subpanel
5. PLC and local OIT (Operator Interface Terminal) programming at MCP/RTU
6. HMI programming at Crystal Creek Distribution system as required
7. Startup and testing of all SCADA Subcontractor supplied equipment and programming
8. Submittals, programming, testing, training, startup and final documentation
9. Calibration of provided instruments (Factory calibration takes precedence over field calibration)

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## Quotation

8780 19th Street · Suite 279 · Alta Loma, CA 91701 · Ph 714.494.4564 · Fx 714.494.4866

### Clarifications

1. Sales tax included in all prices
2. Upper back panel and door to be provided to Q Versa by others
3. Q Versa will supply and install all equipment on upper MCP/RTU subpanel and door per drawings and specification as pertaining to the SCADA Subcontractor portion of the work.
4. Q Versa will re-install upper subpanel and door and will supply and land all control wiring from field terminal blocks on lower subpanel to terminal blocks on upper subpanel.
5. **Allen-Bradley CompactLogix 1769 platform instead of ControlLogix 1756 platform. This is a deviation from the specification section 17010-2.02**

### Exclusions

1. Reports
2. Antenna mast and antenna installation
3. Enclosure air conditioner, intake and exhaust louvers and fan
4. Instrument power supply(s)
5. Furnishing and installation of in-line devices, tubing, fittings, pipes, taps, process pumps, etc.
6. Mounting hardware for field instruments
7. Field interconnection wiring and terminations
8. Piping, valves and all related hardware
9. Conduit & cable drawings
10. Megohmmeter testing

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Quotation

8780 19th Street · Suite 279 · Alta Loma, CA 91701 · Ph 714.494.4564 · Fx 714.494.4866

Terms and Conditions

- 1. Prices quoted are valid until 9/30/2012
- 2. Terms of payment
  - a. Invoices are due net 30 days
- 3. Prices quoted are subject to change based on changes to the project scope
- 4. This quotation is for the products and services listed above only. Any additional products or services required will be provided at additional cost.

Lump Sum..... **\$67,800.00**

Best Regards,

Jason Becker  
Q Versa, LLC

Break Out;

Engineering (Panel design, submittals, O&M's, etc.)	-	\$13,680
Control panel (Build, including materials, and taxes)	-	\$26,417
Programming (HMI, SCADA, PLC, Radios)	-	\$14,143
Start up (Point to point, Calibration, training etc.)	-	\$11,120
Other (S&H, Office Supplies, Mileage, etc.)	-	\$ 2,440
		\$67,800

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**VERSA**

Exhibit "C"

**Quotation**

8780 19th Street · Suite 279 · Alta Loma, CA 91701 · Ph 714.494.4564 · Fx 714.494.4866

**Quotation Letter**

September 19, 2012  
QV Ref: EST-1291.1

**Project Title:** YVWD Non-Potable Reservoir NR-8.1

**Project Objective:**

To furnish the materials and labor to complete the integration of NR-8.1 into the Distribution SCADA network.

**Materials to be provided:**

1. Radio Antenna, mast, conduit and cable as required for new radio at existing NR-8.1 control panel CP-16.

**Services to be provided:**

1. Installation of new radio, antenna, mast, conduit and cable
2. HMI programming at Crystal Creek Distribution system as required for new surge tank system
3. PLC programming at Wochholz NR-8.1 Reservoir as required for new surge tank system
4. Startup and testing of all SCADA Subcontractor supplied equipment and programming
5. Submittals, programming, testing, training, startup and final documentation

**Clarifications**

1. Sales tax included in all prices
2. Radio provided by Owner
3. PLC programming, other than for new surge tank, is provided under a different quotation

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Quotation

8780 19th Street · Suite 279 · Alta Loma, CA 91701 · Ph 714.494.4564 · Fx 714.494.4866

Exclusions

- 1. Reports
- 2. Local Operator Interface programming
- 3. Labor pertaining to the new surge tank system (except PLC programming as required)
- 4. Materials pertaining to the new surge tank system
- 5. Field interconnection wiring and terminations
- 6. Conduit & cable drawings

Terms and Conditions

- 1. Prices quoted are valid until 9/30/2012
- 2. Terms of payment
  - a. Invoices are due net 30 days
- 3. Prices quoted are subject to change based on changes to the project scope
- 4. This quotation is for the products and services listed above only. Any additional products or services required will be provided at additional cost.

Lump Sum..... **\$19,865.00**

Best Regards,

Jason Becker  
Q Versa, LLC

Break Out:

Engineering (Submittals, O&M's, etc.)	-	\$ 2,650
Material (including materials, and taxes)	-	\$ 6,350
Programming (HMI, SCADA, PLC, Radios)	-	\$ 4,800
Start up (Point to point, Calibration, etc.)	-	\$ 3,840
Other (S&H, Office Supplies, Mileage, etc.)	-	\$ 2,225
		\$19,865

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**Date:** October 3, 2012

**Prepared By:** Jack Nelson, Assistant General Manager

**Subject:** Claim for Water Damages Related to Water Mainline Break Impacting Property at 11950 Adams Street, Yucaipa - Otilia White

**Recommendation:** That the Board denies the claim for damages at property located at 11950 Adams Street, Yucaipa.

---

On July 14, 2012 the Yucaipa Water District experienced a broken 8-inch PVC water main on Cedar Street. The location of the main break resulted in a significant quantity of water flowing onto the property at 11950 Adams Street.

On September 14<sup>th</sup>, 2012, the District received a claim from Ms. Otilia White for water damages and restoration of the property.

It is the practice of the District to deny significant cost claims and refer the claims to the insurance carrier for handling. Due to the cost of the repairs and the restoration, staff recommends that this claim be denied by the Board of Directors and referred to the District's insurance carrier for handling.

It is the practice of the District to deny significant cost claims and refer the claims to the District insurance carrier. Therefore, the District staff recommends that this claim be denied by the Board of Directors and referred to the District's insurance carrier.



P.O. Box 4600  
 Rancho Cucamonga, CA 91729  
 (888) 917-6372

RECEIVED  
 SEP 14 2012  
 YUCAIPA VALLEY  
 WATER DISTRICT

September 12, 2012

Yucaipa Valley Water District  
 12770 2<sup>nd</sup> St  
 Yucaipa CA 92399

RE: YOUR FILE: 11950 ADAMS ST YUCAIPA CA  
 YOUR INSURED: Y V W D  
 DATE OF LOSS: July 14, 2012  
 OUR CLAIM NUMBER: GY009937-13  
 OUR INSURED: Otilia White

Dear Jack Nelson:

We have obtained information regarding the above date of loss suggesting that damages incurred were caused by your insured's negligence.

Enclosed for your review please find copies of our supporting documentation.

Our insured's version of the loss is as follows: City line burst and flooded her property.

Please return a copy of this form with your payment, to ensure proper credit. *If we receive a payment that is less than the amount shown above, that payment will be processed and applied as a partial payment only. This will not indicate any acceptance of liability or agreement to compromise the claim amount. Full or final settlement or similar wording, whether on the payment itself or on accompanying correspondence, does not function as a release.*

Should you have any questions or need additional information, please contact me. Thank you for your cooperation.

Sincerely,  
 MERCURY CASUALTY COMPANY

IGNACIO CARDENAS  
 Property Claims Spec - Field  
 Cucamonga Property Claims  
 (909) 660-9235

Enclosures Estimate

## YUCAIPA VALLEY WATER DISTRICT – CLAIM FORM

### INSTRUCTIONS

On the reverse side of sheet is a claim form for filing a claim against Yucaipa Valley Water District. The original and one identical copy of this form, together with a copy of all attachments, are to be filed with the Yucaipa Valley Water District. Retain one copy for your records. Please send to this address:

Yucaipa Valley Water District

Attn: Claims Dept.

12770 2<sup>nd</sup> St

Yucaipa, Ca. 92399

(909) – 797-5937 FAX

**Please fill out form completely. Additional sheets may be attached if more space is needed. Missing information may delay the processing of your claim. Please print.**

### Claims:

Claims for death, injury to person or personal property must be filed not later than six months after the occurrence. (Gov. Code Sec. 911.2)

Claims for damage relating to any other cause of action must be filed not later than 1 year after the occurrence. (Gov. Code Sec. 911.2)

**This claim form must be signed and dated.**

### Who is Responsible for Damages?

No utility is in a position to guarantee 100 percent continuity of water service. However, it is our policy to investigate claims in order to determine if our conduct or inaction was unreasonable under the circumstances, thereby causing injury or damages. YVWD will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind, if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.

### Determination of Responsibility and Payment if YVWD is at fault

YVWD will conduct an investigation based on the information you provide on your claim form and internal YVWD records and interviews with YVWD field personnel. The investigation results will determine whether your claim is accepted or rejected. If your claim is accepted, YVWD's payment with regard to property damage will depend on the extent of damage and value of the property. If the property can be repaired, YVWD will pay the cost of repair. If the property cannot be repaired, YVWD will generally pay reasonable market value for the property at the time it was damaged, or the depreciated cost to replace the property, whichever is less. Payment for bodily injury is determined by several factors including, but not limited to, type and severity of injury, medical bills incurred, loss of wages (if any) and permanent disability sustained (if any).

**Claim for Damage**

Name <u>Julia White</u>	Clerks Date Stamp
Address <u>11950 Adams St. Yucaipa 92399</u>	
Phone(s) Business _____ Home _____ Message/Cell <u>909.228.3466</u>	
E-mail:	
Address at time of loss/incident: <u>Same as above</u>	
Description of Details: (Describe how the loss/incident occurred)	
<u>WATER MAIN BROKE AT CORNER OF MY PROPERTY ON ADAMS AND ALLEY FLOODING MY SUNKEN LIVING ROOM AND CRAWL SPACE UNDER THE HOUSE AND YARD.</u>	
(Attach additional pages and supporting documentation as needed)	
YVWD's involvement : (If possible, please identify employee and/or department involved)	

\*This box is for Official Use only!

Witnesses: (please provide address and phone numbers)

1. <u>PAZ RODRIGUEZ</u>	2. <u>Judy and Larry</u>	3.
<u>30306 OAK GROVE</u>	<u>Adams St. Yucaipa</u>	
<u>REDLANDS 909-362-7566</u>	<u>909.790.5055 (neighbors)</u>	
Property Damage (please describe the value and extent of the damage to your home, automobile or personal property: (Attach estimates, bills, or whatever documentation of damages you have)		
<u>1. CRACKS APPEARED ON TILE (TRAVERTIN) FLOOR IN DINING AREA.</u>		
<u>2.</u>		

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ License # \_\_\_\_\_ Insurance Co. \_\_\_\_\_ Policy #: \_\_\_\_\_

Where you injured?: No:  Yes:  (If yes please complete the following)

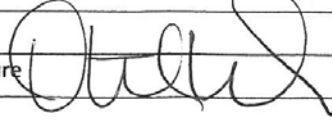
Describe your injury (Identify your doctor(s)/Health care provider(s))

Are you still receiving Medical Treatment? No:  Yes:  N/A

Employer: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Wage Loss? No:  Yes:  If Yes, rate of pay: \_\_\_\_\_

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct"

Date and Place (City and State) <u>Julia</u> <u>Yucaipa, CA</u>	Signature 
--	--

Automobile Accident Report

Date:		
Name of Owner of Your Vehicle:		
Model Year:	Make of Car:	Body Style:
State and License No.	Mileage:	IF Leased, by Whom Held
Name of Your Insurance Co.		
Type of Insurance Carried		
Name of Driver:	Address:	Phone No.:
Relationship of Driver To Owner:	Driver's Date of Birth:	Driver's License No.:
Date of Accident:	Time: (AM / PM)	Location: (Address No. And Street)
City- Town:	State:	

OCCUPANTS OF VEHICLE:

Name	Address	Approx. Age	Relation to Owner	Your Vehicle	Other Vehicle	Ped.	Injured

Nature of injuries: \_\_\_\_\_

Where Treated: \_\_\_\_\_ Name of Treating Physician: \_\_\_\_\_

DAMAGE TO PROPERTY OF OTHERS

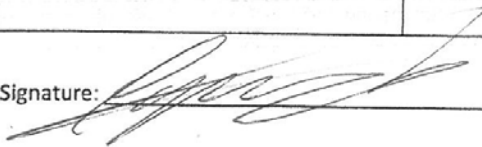
Extent of Damage: \_\_\_\_\_

If Auto, Make of Vehicle:	State and License #:	Driver's License #:
Owner's Name	Address:	Phone:
Driver's Name (if different)	Address:	Phone:

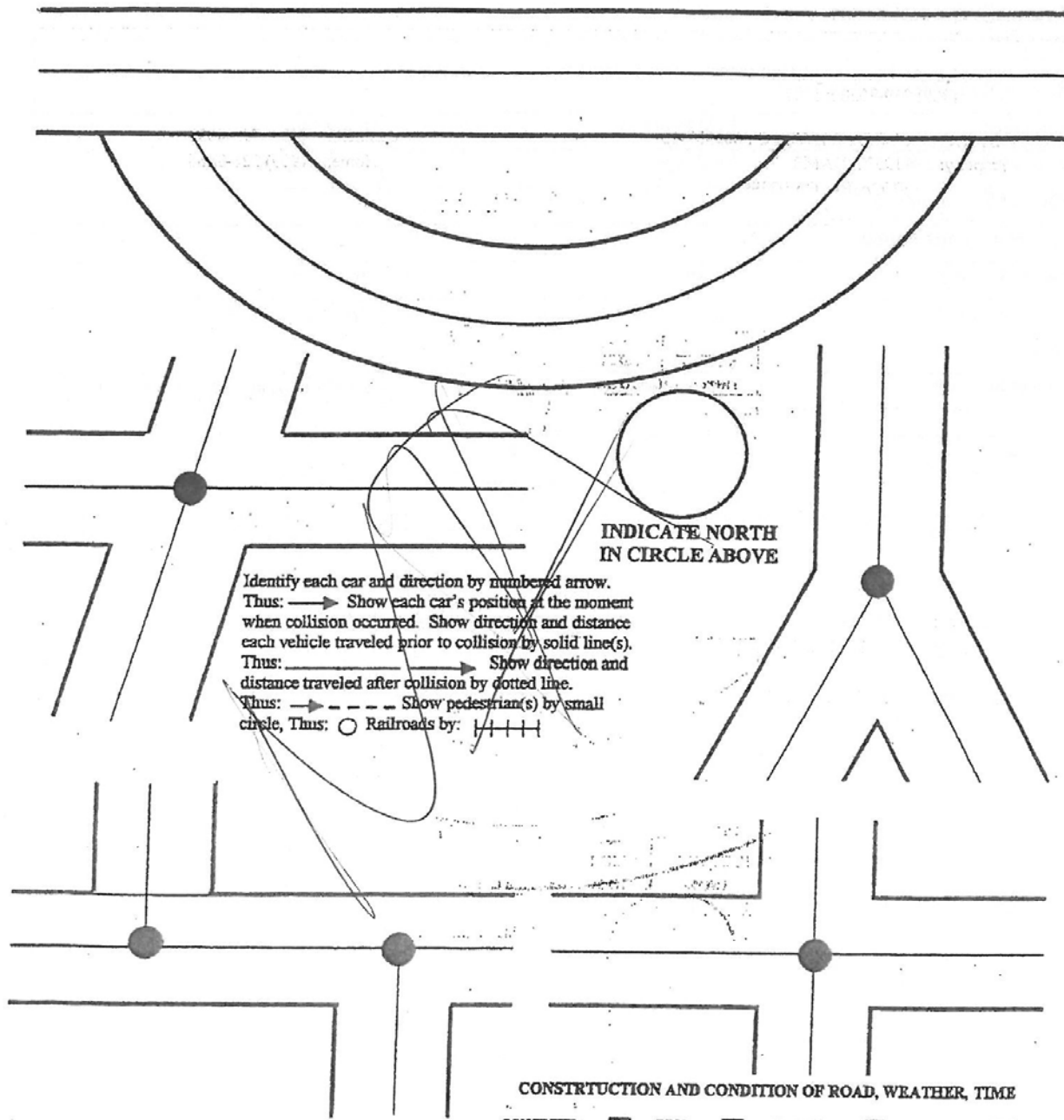
Witnesses, (Include occupant's of Vehicle)

Name:	Address:	Phone:

Date: 9/12/12

Signature: 

\*Must Complete Back Page!



Identify each car and direction by numbered arrow.  
 Thus:  $\rightarrow$  Show each car's position at the moment when collision occurred. Show direction and distance each vehicle traveled prior to collision by solid line(s).  
 Thus:  $\cdots\rightarrow$  Show direction and distance traveled after collision by dotted line.  
 Thus:  $\rightarrow$  Show pedestrian(s) by small circle. Thus:  $\bigcirc$  Railroads by:  $|||||$

INDICATE NORTH  
 IN CIRCLE ABOVE

CONSTRUCTION AND CONDITION OF ROAD, WEATHER, TIME

- |          |                          |     |                          |          |                          |         |                          |
|----------|--------------------------|-----|--------------------------|----------|--------------------------|---------|--------------------------|
| CONCRETE | <input type="checkbox"/> | DRY | <input type="checkbox"/> | SMOOTH   | <input type="checkbox"/> | CLEAR   | <input type="checkbox"/> |
| GRAVEL   | <input type="checkbox"/> | WET | <input type="checkbox"/> | ROUGH    | <input type="checkbox"/> | RAINING | <input type="checkbox"/> |
| OILED    | <input type="checkbox"/> | ICY | <input type="checkbox"/> | UPHILL   | <input type="checkbox"/> | MISTY   | <input type="checkbox"/> |
| DIRT     | <input type="checkbox"/> |     | <input type="checkbox"/> | DOWNHILL | <input type="checkbox"/> | FOG     | <input type="checkbox"/> |
| ASPHALT  | <input type="checkbox"/> |     | <input type="checkbox"/> | LEVEL    | <input type="checkbox"/> | SNOW    | <input type="checkbox"/> |

TIME OF ACCIDENT: \_\_\_\_\_ O'CLOCK AM PM



**Mercury Casualty Company**

P.O. Box 4600  
Rancho Cucamonga, CA 91729  
(909) 919-7050 x 1907

Insured: OTILIA WHITE / GY009937-13      Business: (909) 795-4038  
Property: 11950 ADAMS      Home: (909) 228-3466  
          YUCAIPA, CA 92399  
Home: 11950 ADAMS  
          YUCAIPA, CA 92399

Claim Rep.: Ignacio Cardenas      Business: (909) 660-9235  
Business: 11000 Eucalyptus St  
          Rancho Cucamonga, CA 91729

Estimator: Ignacio Cardenas      Business: (909) 660-9235  
Business: 11000 Eucalyptus St  
          Rancho Cucamonga, CA 91729

**Claim Number:** GY009937-13      **Policy Number:** HO13250316      **Type of Loss:** Water

Date Contacted: 7/27/2012  
Date of Loss: 7/14/2012      Date Received: 7/27/2012  
Date Inspected: 8/3/2012      Date Entered: 7/27/2012 3:42 PM  
Date Est. Completed: 8/16/2012 9:53 AM

Price List: CABD7X\_JUL12  
          Restoration/Service/Remodel  
Estimate: OTILIA\_WHITE\_\_GY009

**Mercury Casualty Company**

P.O. Box 4600  
Rancho Cucamonga, CA 91729  
(909) 919-7050 x 1907

**NOTE:** This estimate does not confirm coverage or guarantee or imply acceptance of liability.

This estimate represents our scope and estimate for repair of the damages that were visible on the date of inspection. If you believe that we have not addressed all of the damage related to this loss, please notify us immediately. No supplemental or additional payments will be issued for repairs beyond the scope or pricing of this estimate without our prior approval. You must provide us the opportunity to inspect the proposed changes or supplements to determine if any additional payment will be applicable, prior to the commencement of repairs/replacement.

Repairs to your damaged property should be made by a contractor of your choice. Contractors are selected/hired by you; the contract for repairs is between you and the contractor. We do not guarantee the work of any contractor. We recommend utilizing the resources of the California Contractors State License Board ([www.cslb.ca.gov](http://www.cslb.ca.gov), or 1-800-321-CSLB) to assist you in selecting and screening an appropriate licensed contractor.

Please provide this estimate to the contractor who you select to complete the repairs, and if there are any discrepancies, please have the contractor contact us immediately.

Your policy may provide Replacement Cost Coverage for replacement/repairs, in accordance with the conditions of your policy. Please review your policy or speak with your Claims Representative for further details.

In determining depreciation and the Actual Cash Value for structural repairs, we may utilize depreciation tables integrated into Xactimate® estimating software. These tables are based on the average life expectancy of housing components and are derived from information compiled by the National Association of Home Builders.

Thank you for being a Mercury customer. We appreciate the opportunity to serve you.



**Mercury Casualty Company**

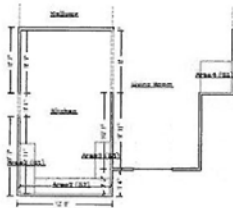
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 Rancho Cucamonga, CA 91729  
 (909) 919-7050 x 1907

**OTILIA\_WHITE\_GY009**

**Main Level**

**Main Level**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1. Haul debris - per pickup truck load - including dump fees	1.00 EA	115.58	115.58	(0.00)	115.58
2. Final cleaning - construction - Residential	561.28 SF	0.30	168.38	(0.00)	168.38
3. Drywall repair - Minimum charge	1.00 EA	445.00	445.00	(0.00)	445.00
<b>Total: Main Level</b>			<b>728.96</b>	<b>0.00</b>	<b>728.96</b>



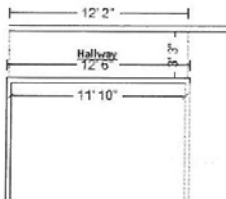
**Kitchen**

**Height: 8'**

455.44 SF Walls	251.46 SF Ceiling
706.90 SF Walls & Ceiling	251.46 SF Floor
27.94 SY Flooring	55.08 LF Floor Perimeter
66.17 LF Ceil. Perimeter	

- Missing Wall: 1 - 3' 13/16" X 6' 8" Opens into Exterior Goes to Floor
- Missing Wall: 1 - 8' 3/16" X 6' 8" Opens into LIVING Goes to Floor

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
4. Contents - move out then reset - Small room	1.00 EA	39.51	39.51	(0.00)	39.51
5. R&R Travertine tile	32.04 SF	10.56	338.34	(0.00)	338.34
<b>Totals: Kitchen</b>			<b>377.85</b>	<b>0.00</b>	<b>377.85</b>



**Hallway**

**Height: 8'**

197.33 SF Walls	39.54 SF Ceiling
236.88 SF Walls & Ceiling	39.54 SF Floor
4.39 SY Flooring	24.67 LF Floor Perimeter
24.67 LF Ceil. Perimeter	

- Missing Wall: 1 - 3' 3" X 8' Opens into Exterior Goes to Floor/Ceiling
- Missing Wall: 1 - 3' 3" X 8' Opens into LIVING Goes to Floor/Ceiling

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
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OTILIA\_WHITE\_GY009

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**CONTINUED - Hallway**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
6. Seal/prime then paint the walls (2 coats)	197.33 SF	0.55	108.53	(0.00)	108.53
7. Mask and prep for paint - plastic, paper, tape (per LF)	24.67 LF	0.87	21.46	(0.00)	21.46
<b>Totals: Hallway</b>			<b>129.99</b>	<b>0.00</b>	<b>129.99</b>



**Living Room**

**Height: 8'**

415.15 SF Walls	286.27 SF Ceiling
701.42 SF Walls & Ceiling	270.28 SF Floor
30.03 SY Flooring	50.99 LF Floor Perimeter
70.42 LF Ceil. Perimeter	

- Missing Wall: 1 - 3' 5" X 6' 8" Opens into Exterior Goes to Floor
- Missing Wall: 1 - 5' X 4' Opens into Exterior Goes to neither Floor/Ceiling
- Missing Wall: 1 - 3' 3" X 8' Opens into HALL Goes to Floor/Ceiling
- Missing Wall: 1 - 8' 3/16" X 6' 8" Opens into KITCHEN Goes to Floor
- Missing Wall: 1 - 5' X 4' Opens into Exterior Goes to neither Floor/Ceiling

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
8. Seal/prime then paint the walls (2 coats)	415.15 SF	0.55	228.33	(0.00)	228.33
9. Mask and prep for paint - plastic, paper, tape (per LF)	70.42 LF	0.87	61.27	(0.00)	61.27
10. Contents - move out then reset - Small room	1.00 EA	39.51	39.51	(0.00)	39.51
11. Insulation - Minimum charge	1.00 EA	125.00	125.00	(0.00)	125.00
Total affected amount of insulation unknown at this time					

<b>Totals: Living Room</b>			<b>454.11</b>	<b>0.00</b>	<b>454.11</b>
<b>Total: Main Level</b>			<b>1,690.91</b>	<b>0.00</b>	<b>1,690.91</b>
Line Item Totals: OTILIA_WHITE__GY009			<b>1,690.91</b>	<b>0.00</b>	<b>1,690.91</b>



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**Grand Total Areas:**

1,067.93 SF Walls	577.27 SF Ceiling	1,645.20 SF Walls and Ceiling
561.28 SF Floor	62.36 SY Flooring	130.74 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	161.25 LF Ceil. Perimeter
561.28 Floor Area	621.44 Total Area	1,067.93 Interior Wall Area
850.75 Exterior Wall Area	106.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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**Summary for Dwelling**

Line Item Total				1,690.91
Overhead	@	10.0% x	1,690.91	169.09
Profit	@	10.0% x	1,690.91	169.09
Material Sales Tax	@	7.750% x	282.10	21.86
<b>Replacement Cost Value</b>				<b>\$2,050.95</b>
Less Deductible				(1,000.00)
<b>Net Claim</b>				<b>\$1,050.95</b>

\_\_\_\_\_  
 Ignacio Cardenas



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**Recap by Room**

Estimate: OTILIA\_WHITE\_\_GY009

Area: Main Level	728.96	43.11%
Kitchen	377.85	22.35%
Hallway	129.99	7.69%
Living Room	454.11	26.86%
<hr/>		
Area Subtotal: Main Level	1,690.91	100.00%
<hr/>		
Subtotal of Areas	1,690.91	100.00%
<hr/>		
Total	1,690.91	100.00%



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**Recap by Category**

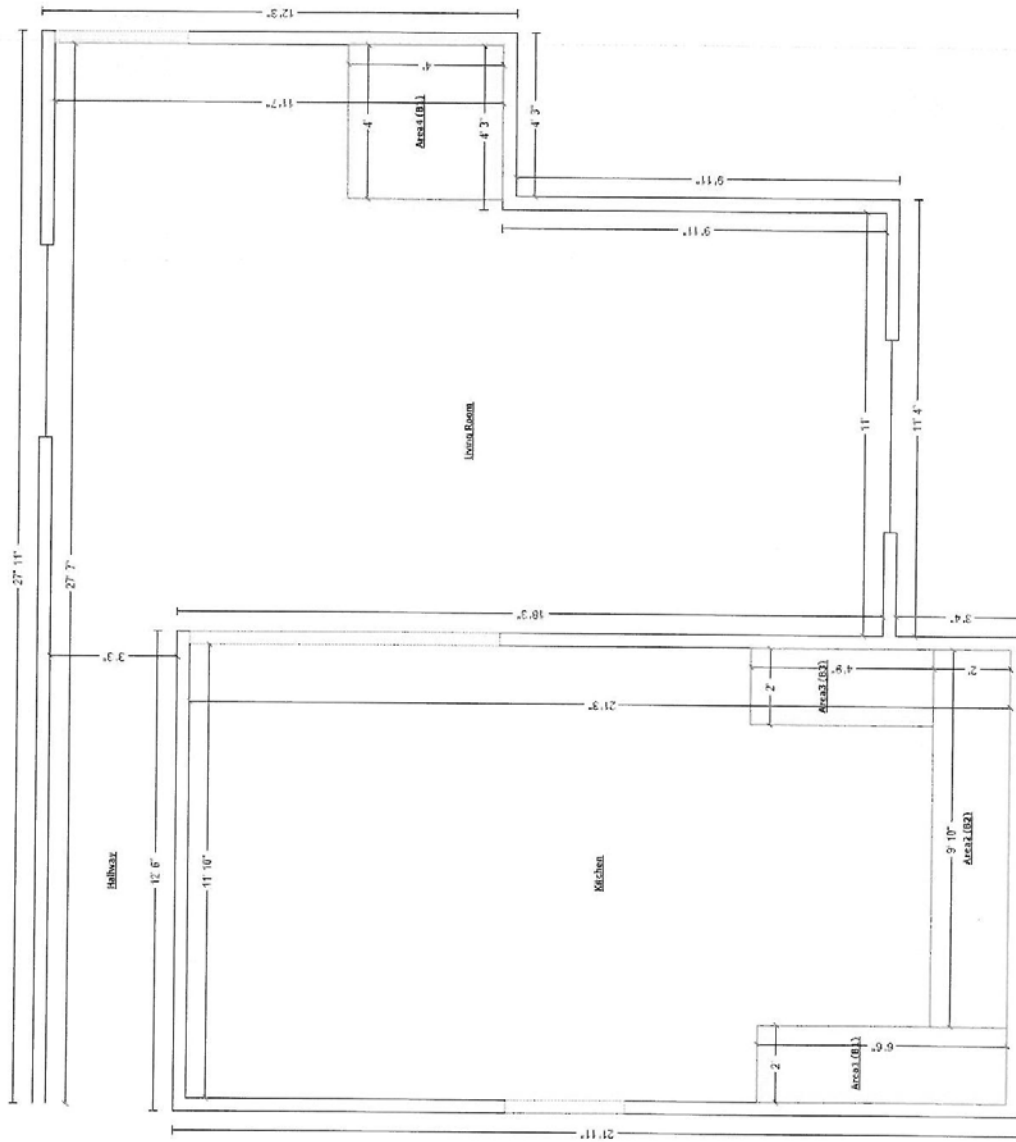
O&P Items			Total	%
CLEANING			168.38	8.21%
CONTENT MANIPULATION			79.02	3.85%
GENERAL DEMOLITION			158.83	7.74%
DRYWALL			445.00	21.70%
INSULATION			125.00	6.09%
PAINTING			419.59	20.46%
TILE			295.09	14.39%
O&P Items Subtotal			1,690.91	82.45%
Overhead	@	10.0%	169.09	8.24%
Profit	@	10.0%	169.09	8.24%
Material Sales Tax	@	7.750%	21.86	1.07%
<b>Total</b>			<b>2,050.95</b>	<b>100.00%</b>



Main Level

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OTILIA\_WHITE\_GY009



**Date:** October 3, 2012

**Prepared By:** Brent Anton, Engineering Manager

**Subject:** Change Order No. 2 to the Contract with W. A. Rasic Construction for the Yucaipa Regional Brineline Extension Project (Phase 3)

**Recommendation:** That the Board approves Change Order No. 2 with W. A. Rasic for a decrease in the amount of the construction contract by \$471,470.70.

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].

On March 7, 2012, the Board approved Change Order No. 1 to include the most current Davis Bacon Requirements and Wage Determination in the contract as a requirement of the funding agencies [DM 12-027].

Change Order No. 2 has several line item additions and deletions resulting in a net decrease of \$471,470.70 for a final cost of \$8,878,529.30 for this contract.

	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
Change Order No. 2	(\$471,470.70)	\$8,878,529.30	5.0% decrease	DM 12-087

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.

C.O. NO. 2  
PAGE 1 OF 2

## CONTRACT CHANGE ORDER NO. 2

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.	Delete 1 brineline maintenance hole (Bid Item 14)	12,000.00	
2.	Delete Bid Item 21 (Owner Directed Geotextile Fabric Wrap)	10,000.00	
3.	Delete 3 Owner directed mobilization/demobilization (Bid Item 22)	12,000.00	
4.	Delete Bid Item 24 (Owner Directed Overexcavation for Firm Trench Bottom)	5,000.00	
5.	Delete Bid Item 25 (Owner Directed Lower Pipeline 1 to 2 Feet)	20,000.00	
6.	Delete Bid Item 26 (Owner Directed Lower Pipeline 2 to 3 Feet)	7,500.00	
7.	Delete Bid Item 27 (Owner Directed Relocation of Sewer Laterals)	52,000.00	
8.	Delete 18,752 S.F. of Owner directed removal/repaving of cracked paving and base (Bid Item 28)	75,008.00	
9.	Delete 3 pressure testing bulkhead setups (\$3,500 each) minus material costs (\$2,354.09 each) from HD Supply (Bid Item 31)	3,437.73	
10.	Delete 22,976 S.F. of AC pavement grind and cap (City of Loma Linda) (Bid Item 32)	25,273.60	
11.	Delete 90 L.F. of additional 20" HDPE pipe (Bid Item 35)	5,400.00	
12.	Delete portion of Owner directed field orders (Bid Item 36)	25,937.66	
13.	Delete portion of permit allowance	321,170.53	

CONTRACT CHANGE ORDER NO. 2

PAGE 2 OF 2

ITEM NO.	DESCRIPTION OF CHANGE	DECREASE \$	INCREASE \$
14.	Add 1 air ventilation valve (Bid Item 15)		14,500.00
15.	Add 1 brineline drain (Bid Item 16)		11,500.00
16.	Add 226,785 S.F. of slurry seal on Van Leuven and Mission at \$0.238/ft <sup>2</sup> (Bid Item 34)		53,974.83
17.	Add CCTV of Brineline		22,521.79
18.	Add DC/AC power converter for flow meter		760.20

Total DECREASE in Contract Amount	<u>(\$574,727.52)</u>
Total INCREASE in Contract Amount	<u>\$103,256.82</u>
Net change in Contract Amount	<u>(\$471,470.70)</u>
Contract Amount Prior to Change	<u>\$9,350,000.00</u>
Contract Amount Adjusted for Change	<u>\$8,878,529.30</u>

By reason of Change Order No. 2, time of completion shall be adjusted as follows: 8 Working Days.

Adjusted Contract Completion Date shall be: September 13, 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: 9-18-12

Accepted by (Contractor)  Date: 9/15/12

Approved by (Owner) \_\_\_\_\_ Date: \_\_\_\_\_

Remarks \_\_\_\_\_

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

# DIRECTOR COMMENTS

# ANNOUNCEMENTS