

East Valley Reclamation Authority Meeting
Monday, July 20, 2020 at 2:00 PM
Valley Sanitary District Board Room
45-500 Van Buren Street, Indio, CA 92201

*******SPECIAL NOTICE – Telephonic Accessibility*******

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020, as a response to mitigating the spread of coronavirus known as COVID-19, during the July 20, 2020, regular meeting of Valley Sanitary District Board of Directors members of the public will be allowed to attend and address the Board of Directors during the open session of the meeting telephonically.

Members of the public wanting to listen to the open session of the meeting may do so by calling (425) 436-6376 and when prompted, enter access code 166514. Members of the public wanting to address the Board, either during public comment or for a specific agenda item, or both, are requested to send an email notification no later than 12:30 p.m. on the day of the meeting to the Valley Sanitary District’s Clerk of the Board at hgould@valley-sanitary.org.

Page

1. CALL TO ORDER

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

2. PUBLIC COMMENT

This is the time set aside for public comment on any item not appearing on the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.

3. CONSENT CALENDAR

Consent calendar items are expected to be routine and noncontroversial, to be acted upon by the Board of Directors at one time, without discussion. If any Board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

- 3.1. Minutes of June 8, 2020 Meeting

3 - 4

[3.1 June 8, 2020 EVRA Minutes.pdf](#) 

3.2. Warrants February 20 to June 30, 2020

5

[3.2 EVRA Warrant Register \(02-20-20 thru 06-30-20\).pdf](#) 

4. NON-HEARING ITEMS

4.1. Approve a Professional Services Agreement with Geoscience to Provide Engineering Services to Determine Spreading and Injection Capabilities to Augment the Groundwater Supply in the Indio Subbasin for an Amount Not to Exceed \$86,824 and Authorize the City Manager or Designee to Execute the Agreement

6 - 25

[4.1 EVRA Staff Report Award to Geoscience.pdf](#) 

5. DIRECTOR'S ITEMS

Director's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

5.1. Report from Trish Rhay, Indio Water Authority

- Recycled Water Policy: Salt and Nutrient Management Planning Update
- Groundwater Management: Indio Subbasin Alternative Plan Update
- Grant Funding: Proposition 1 Implementation Grant - \$3.8 million for Coachella Valley water agencies

6. AUTHORITY BOARD MEMBER COMMENTS AND/OR QUESTIONS

7. ADJOURNMENT

Pursuant to the Brown Act, items may not be added to this agenda unless the Secretary to the Board has at least 72 hours advance notice prior to the time and date posted on this notice.

REGULAR MEETING
JUNE 8, 2020
MINUTES

President Glenn Miller called to order the Regular Meeting of the East Valley Reclamation Authority at 2:10 p.m. in the Valley Sanitary District Board Room located at 45-500 Van Buren Street, Indio, California.

1. CALL TO ORDER

1.1 Roll Call

Directors Present: President Glenn Miller (*City of Indio*)
Vice President Dennis Coleman (*Valley Sanitary District*)
Secretary Elaine Holmes (*City of Indio*)
Treasurer William Teague (*Valley Sanitary District*)

Staff Present: Beverli A. Marshall – General Manager, *Valley Sanitary District*
Trish Rhay – General Manager, *Indio Water Authority (via telephone)*
Holly Gould – EVRA Clerk of the Board, *Valley Sanitary District*
Ron Buchwald – District Engineer, *Valley Sanitary District (via telephone)*
Reymundo Trejo – Assistant General Manager, *Indio Water Authority*
Brian Kinder – Manager of Finance & Customer Service, *Indio Water Authority*
Adekunle Ojo – Principal Management Analyst, *Indio Water Authority*

1.2 Pledge of Allegiance

2. PUBLIC COMMENT - NONE.

3. CONSENT CALENDAR

3.1 Minutes of March 3, 2020

It was moved by Secretary Holmes, seconded by Vice President Coleman and unanimously carried to **ADOPT** the Consent Calendar as submitted.

4. ADMINISTRATIVE ITEMS

4.1 Resolution Adopting Fiscal Year 2020-2021 Budget

Brian Kinder, Indio Water Authority, gave a presentation of the Fiscal Year 2020-2021 Budget to the Board.

It was moved by Treasurer Teague, seconded by Vice President Coleman, and unanimously

carried to **APPROVE** Resolution 2020-17 adopting the Fiscal Year 2020-2021 Budget.

5. GENERAL MANAGERS' REPORT

Trish Rhay, IWA, and Reymundo Trejo, IWA gave an update on the Recycled Water Project. Mr. Trejo explained where they were in the RFP process for the Spreading and Injection Study. Proposals are due June 19, 2020. Ms. Rhay updated the Board on the Salt and Nutrient Plan. She stated that regulators are pushing very hard to significantly limit the use of canal water for recharge which could have an impact on a spreading project.

Beverli Marshall, Valley Sanitary District, updated the Board on the projects that would need to be completed before any kind of injection could be accommodated at the VSD facility. Phase 1 of the VSD plant upgrade is budgeted for this next fiscal year 2020/21.

Both General Managers expressed their pleasure of having both agencies working together on this project.

6. AUTHORITY BOARD MEMBER COMMENTS AND/OR QUESTIONS

Vice President Coleman congratulated Sara Toyoda, City of Indio's Environmental Programs Coordinator, on her recent appointment to the Statewide Commission on Recycling Markets and Curbside Recycling. The Board also recognized Anna Bell, Valley Sanitary District's Laboratory Supervisor, for being recognized as an Emerging Leader in the upcoming CWEA magazine.

7. ADJOURN

There being no further business to discuss, the meeting **ADJOURNED** at 2:48 p.m.

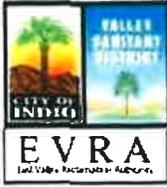
Holly Gould
EVRA Clerk of the Board
Approved:

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/24/2020	13010	2979 VALLEY SANITARY DISTRIC	5897	3/3 EVRA MEETING	050-4711-471.11-10		9/2020 Total	200.00 200.00
05/19/2020	13188	223 CITY OF INDIO	66457	APRIL 2020 PAYROLL EXPENS	050-0000-202.10-10		11/2020 Total	40.31 40.31
06/17/2020	13316	2979 VALLEY SANITARY DISTRIC	5939	6/8 EVRA MEETING	050-4711-471.11-10		12/2020 Total	200.00 200.00
06/30/2020	13329	223 CITY OF INDIO	66499	6/25 EAST VALLEY RECLAMAT	050-4711-471.11-10		12/2020 Total	430.60 430.60
					4 Checks	** Fund Total		870.91

Warrant Register for East Valley Reclamation Authority

Approved by: 
Brian M. Kinder, Manager of Finance

Date: 7/22/ 2020



**SUBMITTAL TO THE JOINT POWERS AUTHORITY
EAST VALLEY RECLAMATION AUTHORITY ("EVRA")**

Board of Directors Meeting
July 20, 2020

FROM: EVRA JPA Staff

SUBJECT: Approve a professional services agreement with Geoscience to provide engineering services to determine spreading and injection capabilities to augment the groundwater supply in the Indio Subbasin for an amount not to exceed \$86,824.

RECOMMENDED MOTION: That the EVRA Board approve a professional services agreement with Geoscience in the not-to-exceed amount of \$86,824 and authorize the President of the Board to execute the agreement.

SUMMARY: The East Valley Reclamation Authority (EVRA) seeks to make beneficial use of a local water reuse program by utilizing treated effluent from the Valley Sanitary District treatment facility, which would normally be lost downstream, to recharge the local groundwater basin. On May 21, 2020, Indio Water Authority ("IWA") on behalf of the East Valley Reclamation Authority released a Request for Proposals (RFP) requesting proposals from qualified consultants to review local data, review prior studies, and explore groundwater recharge options that will utilize the Valley Sanitary District Water Reclamation Facility's treated effluent as the recharge source. On June 18, 2020, EVRA received proposals from three (3) consultants - Dudek, Geoscience, and Wood Rodgers.

(continued on next page)

Prepared by:
Reymundo Trejo, PE
IWA Assistant General Manager

JPA Member's Review		
City of Indio Review:	Trish Rhay IWA General Manager	
Valley Sanitary District Review:	Beverli Marshall General Manager	
Financial Review:	Brian Kinder IWA Manager of Finance & Customer Service	
Legal Review:	Roxanne Diaz IWA General Counsel	

An evaluation panel, consisting of staff from the Indio Water Authority and Valley Sanitary District, evaluated the proposals based on the following criteria:

1. Firm's Experience and Project Team's Past Performance on Similar Projects (25%)
2. Proposed Project Team (25%)
3. Project Understanding and Approach (35%)
4. Proposed Scope of Work and Deliverables (15%)

The evaluation panel unanimously deemed Geoscience as the most qualified consultant based on the evaluation criteria. After completion of the technical evaluation, staff unveiled the Geoscience cost proposal. Geoscience submitted a cost proposal of \$86,824.

ENVIRONMENTAL IMPACT: Currently, this project phase is for research, planning, and preliminary design services. Staff will address environmental impacts before any construction-type activities takes place.

FINANCIAL ANALYSIS:

The Fiscal Year 2020-2021 EVRA Operating Budget includes \$300,000 for the Feasibility Study - Spreading or Injection. The cost for Geoscience services is \$86,824; the account balance if agreement is approved will be \$213,176

ATTACHMENT:

1. Professional Services Agreement with Geoscience

Attachment

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this 20th day of July, 2020, by and between the East Valley Reclamation Authority, a joint powers authority of the City of Indio and the Valley Sanitary District, (“Authority”) and Geoscience Support Services, Inc., a California Corporation (“Consultant”).

RECITALS

A. Authority desires to obtain services that may be reasonably described as follows: Engineering and hydrogeological services to determine the spreading and injection capabilities to augment the groundwater supply in the Indio Subbasin.

B. Consultant represents that it is qualified by virtue of experience, training, education and expertise to provide these services and is able to perform the Scope of Work.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Consultant’s Scope of Work. Consultant shall perform the Scope of Work described in Exhibit A in a manner satisfactory to Authority and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (“Scope or Work” or services).

Section 2. Term of Agreement. This Agreement shall commence on July 15, 2020 and shall terminate on June 30, 2021, unless sooner terminated by the Authority.

Section 3. Time of Performance. Consultant shall commence its services under this Agreement upon receipt of a written notice to proceed from Authority in the manner described in Exhibit A. Consultant shall complete the services in conformance with the timeline set forth in Exhibit A.

Section 4. Compensation.

(a) Authority agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, a not-to-exceed amount of \$86,824, as more particularly described in Exhibit B (“Consideration”). Said Consideration shall constitute reimbursement of Contactor’s fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$86,824 (which includes expenses and additional services (if any) during the term of this Agreement.

(b) Unless expressly provided for in Exhibit B, Consultant shall not be entitled to reimbursement for any expenses. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by Authority.

(c) Authority may request additional services under this Agreement. All such work, however, must be authorized in writing by the Authority's General Manager prior to commencement. Consultant shall perform such services, and Authority shall pay for such additional services in accordance with fee schedule set forth in Exhibit B, or as otherwise agreed upon by the parties. Any work incurred by Consultant which is not expressly authorized by this Agreement will not be reimbursed by Authority.

Section 5. Method of Payment. Authority shall pay Consultant in accord with the schedule of compensation attached hereto, if any, and/or per monthly invoices submitted by Consultant in a form approved by Authority's Finance Director ("Invoices"). Authority shall review, approve and pay such undisputed amounts on said Invoices within a reasonable time after Authority's receipt of same.

Section 6. Independent Consultant. The parties agree, understand and acknowledge that Consultant is not an employee of the Authority, but is solely an independent Consultant. Consultant expressly acknowledges and agrees that Authority has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Consultant shall not be in any way an employee of the Authority. As such, Consultant shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her employees or subcontractors. Neither Authority nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as otherwise provided herein. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Authority.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part, by Consultant without the prior written approval of Authority. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s)

(a) Consultant's responsible principal, Brian Villalobos, shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between Authority and Consultant. Designation of another Responsible Principal by Consultant shall not be made without prior written consent of Authority.

(b) Authority's Responsible Principal shall be Reymundo Trejo, Indio Water Authority's Assistant General Manager who shall administer the terms of the Agreement on behalf of Authority.

Section 9. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 10. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 11. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 12. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) If this box is checked, a policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of Two Million Dollars (\$2,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by Authority. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Consultant shall require each of its sub-contractors (if any) to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The Authority's Risk Manager may, in writing, amend and/or waive the insurance provisions set forth in paragraph (a) herein. In such case, the Consultant shall comply with the insurance provisions required by the Authority's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide or by an insurer acceptable to the Authority's Risk Manager.

(e) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect Authority may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Authority may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(f) At all times during the term of this Agreement, Consultant shall maintain on file with the Authority Clerk a certificate or certificates of insurance on the form approved by the Authority's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the Authority Clerk such certificate or certificates. The general liability insurance and vehicle

insurance shall contain an endorsement naming the Authority as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to Authority, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by Consultant shall be primary to any coverage available to Authority. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to Authority, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 13. Indemnification. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Claims" hereinafter), Consultant shall defend, hold harmless and indemnify the Authority, and its elected officials, officers, employees, servants, designated volunteers, and those Authority agents serving as independent Consultants in the role of Authority officials (collectively, "Indemnitees"), Indemnitees with respect to any and all Claims, including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. With respect such Claims, Consultant shall defend Authority, with counsel of Authority's choice, at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Authority. Consultant shall reimburse Authority for any and all legal expenses and costs actually incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Authority. All duties of Consultant under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) Authority shall have the right to terminate this Agreement for any reason or for no reason upon fifteen calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by Authority, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against Authority by reason of such termination, including any claim for compensation. Upon termination, Consultant shall provide to Authority any and all Documents, whether in draft or final form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for Authority's non-payment upon an Invoice within sixty (60) days of Authority's receipt thereof.

Section 15. Authority's Responsibility. Authority shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's Scope of Work.

Section 16. Information and Documents. All documents, data, studies, surveys, drawings, maps, models, photographs, presentations, records and reports prepared for Authority in connection with this Agreement ("Documents") shall become the property of Authority, and Authority may use all or any portion of the work submitted by Consultant pursuant to this Agreement as Authority deems appropriate. Consultant may, however, make and retain such copies of said Documents, as Consultant may desire.

Section 17. Changes in the Scope of Work. Authority shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by Consultant must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

If to Authority:

Authority Assistant General Manager
100 Civic Center Mall
Indio, California 92201
rtrejo@indio.org

If to Consultant:

Geoscience
Brian Villalobos
PO Box 220
Claremont, CA 91711
bvillalobos@geoscience-water.com

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between Authority and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Authority and Consultant.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. Authority Not Obligated to Third Parties. Authority shall not be obligated or liable under this Agreement to any party other than Consultant.

Section 23. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 24. Equal Employment Opportunity. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 25. Prevailing Wage and Payroll Records. [Check if Applicable]

Notice is hereby given that in accord with California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), Consultant is required to pay not less than the general prevailing rate of per *diem* wages for work of a similar character in the locality in which Consultant’s Services pursuant to this Agreement are performed, and not less than the general prevailing rate of per *diem* wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per *diem* wages. Copies of the State prevailing wage rates and the latest revisions thereto are available on the Internet at www.dir.ca.gov.

(a) Covenant to Comply. Consultant covenants that it shall fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). For purposes of this Section 25(a) only, the term “subcontractors” shall not include suppliers, manufacturers, or distributors. Consultant further covenants that it shall take all practicable steps to ensure that its subcontractors comply with Prevailing Wage Laws if applicable to work performed by subcontractors. References to “Covered Services” hereinafter shall designate such Services as are subject to Prevailing Wage Laws.

(b) Payroll Records. Consultant and all subcontractors performing Covered Services shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per *diem* wages paid to each journeyman, apprentice, or other employee. All payroll records shall be certified as being true and correct by Consultant or the subcontractors performing Covered Services keeping such records; and the payroll records shall be available for inspection at all reasonable hours at Consultant’s principal office.

Section 26. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

In witness whereof the parties have executed this agreement on the date set forth above.

EAST VALLEY RECLAMATION AUTHORITY

GLENN MILLER
President of the Board of Directors

ATTEST:

HOLLY GOULD
Authority Clerk of the Board

CONSULTANT:

Signature

Print Name

Title

APPROVED AS TO FORM:



ROXANNE M. DIAZ
General Counsel

EXHIBIT A

SCOPE OF WORK AND TIME OF PERFORMANCE



Proposed Scope of Work and Deliverables

Task 1: Data Gathering and Review of Past Reports and Permit Evaluation

Task 1.1: Kick-Off Meeting

Geoscience will prepare for and attend a kick-off meeting with EVRA staff. Prior to the kick-off meeting Geoscience will provide a data request to EVRA outlining the data required to complete the work. The purpose of the kick-off meeting is to review the project goals, assumptions, and data request.

Task 1.2: Data Collection, Compilation and Preparation of Project Database

A list of reports has been provided by EVRA along with the Request for Proposal (RFP). **Geoscience staff is very familiar with the reports prepared by Petra as our assigned Principal-in-Charge, Brian Villalobos either authored the work or provided guidance for the evaluations** as a professional courtesy. We will carefully review the remaining reports. We understand that the purpose of the review is to prepare a memorandum confirming that the Scope of Work for item No. 2 (Surface Spreading or Injection at VSD) is still a valid approach to meet the project's purpose. Geoscience intends to use **Task 1** to expand the subsurface information and water quality database to further refine the HCM for the project area; which will become an important tool to assess groundwater recharge and monitoring methodology. In addition, we will prepare a base map showing all known active wells within two-miles of the VSD which will be necessary for IPR planning in the future.

Task 1.3: Preparation of a Summary of Required Permits for IPR

We will review the past reports and prepare a regulatory strategy as part of the Memorandum. Pros and cons of the spreading and injection alternatives for both recycled water and imported surface water will be developed from a DDW and RWQCB permitting perspective as well as the wastewater change petition process and the Indio groundwater management plan perspective.

Task 1.4: Preparation of Technical Memorandum

The team will prepare and submit the Technical Memorandum for the evaluation of recharge options at the VSD which includes **Tasks 1.1 – 1.3**, and a proposed regulatory strategy for the selected project.

Deliverable: Technical Memorandum – Additional Evaluation of Surface Spreading and Injection, at VSD WRF, Alternatives 2 and 4 of Report prepared by Hazen Sawyer (2018) for EVRA and Permit Strategy for IPR.

Task 2: Determine Spreading and Injection Capabilities

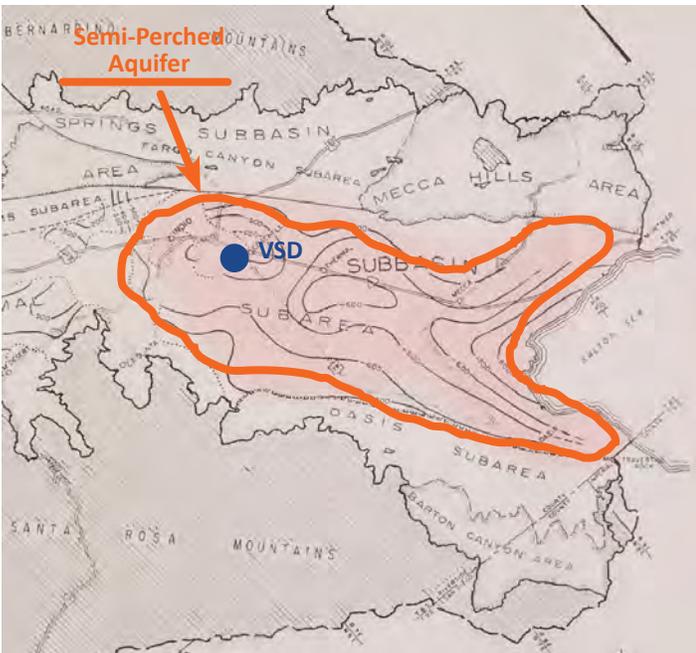
The purpose of **Task 2** is to evaluate the optimal method to complete a groundwater replenishment project using treated wastewater from the VSD. Surface spreading is normally the preferred method as it requires a much lower capital outlay (if the property is already owned) and very little in annual maintenance. However, surface spreading requires that water infiltrated at the surface will migrate vertically to the groundwater table.

Hydrogeologic Considerations

It is well known that the project area is underlain by a two-aquifer system separated by a layer of fine-grained material (aquitard) that is 100-200 feet thick and present at depths of 300 to 400 feet below ground surface (bgs). Historically, production wells extracted water from the upper aquifer above the aquitard. However, as groundwater levels dropped with increased pumping, and water quality degraded, production wells were drilled into the deeper aquifer below the aquitard. Currently, almost all of the water produced is pumped from the lower aquifer.

The Hazen-Sawyer report (2018) notes that the “The regional clay aquitard is not mapped beneath the VSD WRF, indicating that locally there is a lesser degree of confinement in the lower aquifer system and better hydraulic connection between shallow and deeper aquifers.” However, in the case of surface spreading, the report fails to identify and describe the shallow lake-bed deposits of latest Pleistocene to Holocene Lake Cahuilla which are present in the upper 100-Feet bgs beneath much of the Coachella Valley (DWR, Bulletin 108). The last highstand associated with lake Cahuilla occurred in the 1600s and reached an elevation of approximately 43-feet above mean sea level. These deposits are not mentioned or included in groundwater modeling completed for the Hazen-Sawyer evaluation and have significant bearing on the surface spreading alternative.

The shallow lake-bed deposits form a semi-perched aquifer in the area. The inset below shows the approximate extent of the semi-perched aquifer in relation to the VSD site.

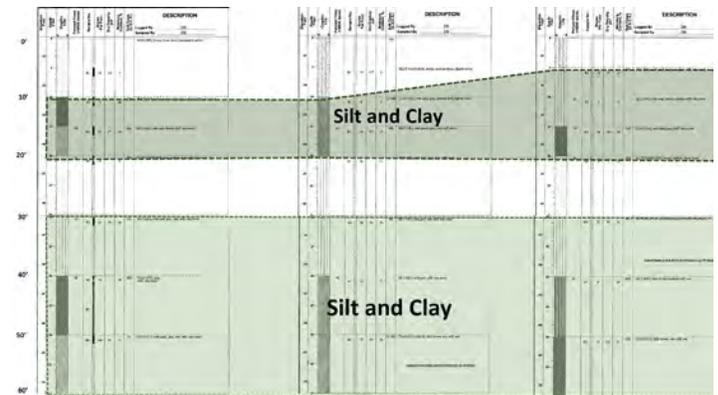


Shallow Lake Bed Deposits:

The area circled in orange in the image above represents the extent of the semi-perched aquifer, suggesting that the lake bed deposits are in the shallow subsurface.

*Source: Department of Water Resources, Bulletin 108, Plate 5

With regards to the VSD property, a brief review of the five deep geotechnical borings conducted for the geotechnical investigation work completed by Lee and Ro, Inc., in 2005, and provided as part of this RFP, indicates that most of the soil material in the upper 70 feet is low permeability clay, organic clay, silt or organic silt. The clay/silt layers are continuous at generally two separate depths, 10-20 feet bgs (10-foot continuous layer) and approximately 30 to 60 feet bgs (30 foot continuous low permeability layer). The previous investigation provides the information needed to assess the potential for surface spreading at the VSD without expending any additional funds for investigation. Groundwater encountered in borings likely represents groundwater levels in the semi-perched aquifer. The lithologic cross-section below illustrates the subsurface



Silt and Clay Layers:

Based on past investigations and borings, there appears to be a shallow continuous silt/clay layer at the VSD site.

*Source: Lee and Ro (2005) Borings

conditions at the VSD site.

Task 2.1: On-site Spreading

The purpose of the Task 2A as described in the RFP is to evaluate whether it is feasible to use surface spreading at the VSD site to infiltrate water. Our discussion above suggest that it is not feasible, and we recommend herein, that no further effort is expended to address surface spreading as an option at the VSD site.

Deliverable: We will include all of the existing data that supports this recommendation as part of the report of investigation so as to provide documentation for assessment of this alternative.

Task 2.2: VSD On-site Injection – Subsurface Investigation

Numerous wells have been historically constructed in both the Upper and Lower Aquifers in the site vicinity. Typically, the potential injection rate is considered to be approximately one-half the rate of an extraction well screened in the same aquifer interval. Therefore, it is very likely that using injection wells to recharge water is feasible. The cross-section **on the following page** extends from the Indio Hills north of Shadow Hills Estate, due south to the

area near Indio Boulevard and Golf Center Parkway. The geologic section indicates the approximate depths of the aquifer systems within one mile of the VSD.

However, to further validate this assumption, drilling logs compiled during **Task 1** within a two-mile radius of the VSD will be reviewed and compared to this previous cross-section to confirm aquifer depths and distribution of lithologic materials. If further desktop research confirms the conceptual model provided in the cross-section above, the next step would be to prepare technical specifications for exploratory drilling and data collection for a deep boring at the VSD site.

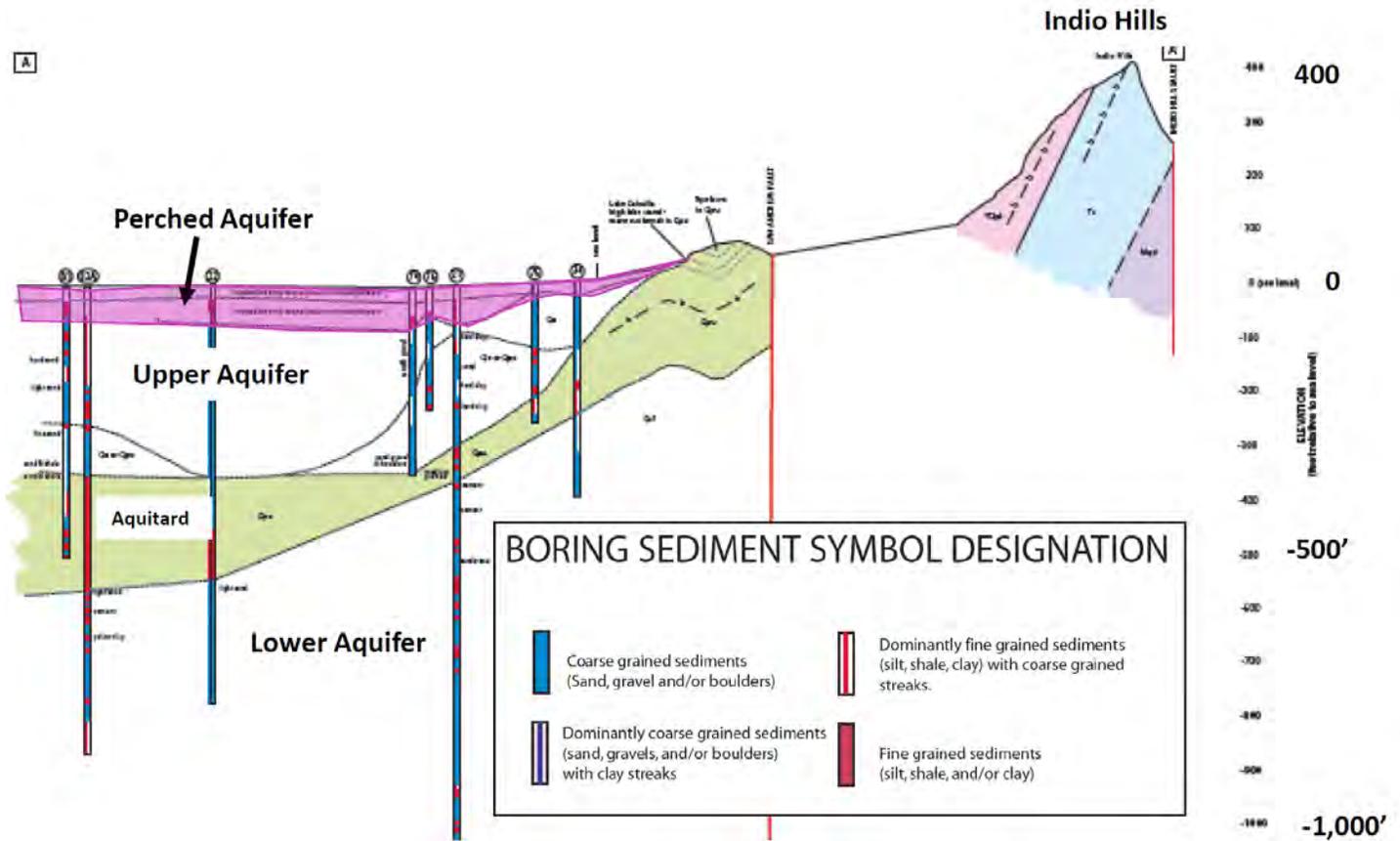
Task 2.2.1: Data Review

The data collected under Task 1 will be reviewed to help further characterize the potential subsurface conditions and validate the conceptual hydrogeologic model to a depth of about 1,000 feet below the VSD. After our review, we will meet with EVRA staff to discuss recommendations for an on-site field investigation which will become the basis for technical memorandum to be prepared under **Task 2.2.2**.

Task 2.2.2: Preparation of Technical Specifications for Borehole Drilling

Geoscience will prepare technical specifications for borehole drilling. The Technical Plans and Specifications documents will provide a description of the drilling and sampling operations, and provide pertinent information about site conditions for the driller. The technical plans and specifications will describe exploratory drilling, geophysical logs, sampling, and borehole destruction. The Technical Memorandum for the on-site injection boring will include the proposed DDW and RWQCB permitting strategy and proposed permitting schedule for the final project, which will build on information developed during **Task 1**. This task will also include a meeting with DDW and RWQCB to discuss the proposed injection well site and gather their feedback on the proposed injection projection.

Deliverable: Draft and Final Technical memorandum Summarizing the Data Collection and Including Technical Plans and Specifications for Exploratory Drilling and Field Data Collection.



Current Well Locations and Recharge Potential: The geologic cross-section above identifies the location of current wells, and screen intervals within the upper and lower aquifer. Generally recharge rates are half that of groundwater production rates, making the feasibility of recharge via injection wells likely.

*Source: Modified from Petra Geotechnical, 2008, Plate 2

Task 2.3: Determine Percolation of Existing Treated Effluent Along Discharge Channel

The purpose of this task is to develop a technical approach to better understand the fate of treated wastewater historically and currently being discharged to the Whitewater River/CVSC. This Task will include technical specifications to install a groundwater monitoring network to collect water level and water quality data to identify the influence and extent of the treated wastewater being introduced into the Whitewater River/CVSC.

Background for Task 2C

The Whitewater channel is characterized as soft bottom, therefore the movement of water discharged to the channel will be controlled by the distribution of the subsurface sediments beneath the channel. As described above, the semi-perched aquifer underlies the project area. The semi-perched aquifer consists of Lake Cahuilla lake-bed sediments mixed with alluvial sand, silt, clay, gravel, and aeolian sand deposits. Since surface water flow occurs over several miles from the VSD, it is possible that surface water could move downward through gaps in the lake bed deposits. However, if a continuous clay layer is present in the shallow subsurface (i.e., no gaps), then the water in the channel will only percolate into the sediments above the clay and will remain saturated, likely rejecting recharge resulting in continued surface run-off over the area with shallow clay.

To address the extent of movement of treated wastewater, several approaches will be used:

Groundwater Elevations: Small diameter monitoring wells, in the vicinity of the channel, will be constructed and screened in the semi-perched aquifer and in the upper portion of the upper aquifer. The monitoring network will help determine the lateral and vertical movement of groundwater by measuring hydraulic heads in each aquifer. This will allow us to determine potential water flow in and between these two aquifers

Groundwater Quality: the monitoring network will also be used to collect water quality samples. The results of the water quality samples will be compared with baseline water quality outside the influence of the channel. In addition, groundwater samples will be submitted for age-dating analysis using oxygen isotopes and Carbon 14 dating methods in order to determine residency time of groundwater in the semi-perched aquifer and in the lower aquifer in relation to the continuous surface discharge. The isotope data will provide a means to track the movement of surface water into underlying aquifers.

Water Balance: a water balance will be prepared to determine the volume of water loss to evapotranspiration and loss to subsurface underflow from the surface discharge. The data collected from the first two approaches will be used to constrain the area of influence of the

wastewater for the water balance calculation.

Using data from all three approaches, the study will evaluate the fate of the VSD discharge and volume in aquifer storage. The following tasks will be conducted for **Task 2.3:**

Task 2.3.1: Map Water Quality Distribution Within the Semi-Perched Aquifer and The Upper Aquifer

Using the data collected from **Task 1**, develop baseline Mapping of The Water Quality Distribution Within the Semi-Perched Aquifer and The Upper Aquifer

Task 2.3.2: Agency Meeting

This task will include a meeting with the Indio Subbasin groundwater sustainability agencies to discuss the potential for receiving credit for existing recharge. Basin credits for historical recharge are not required to be reviewed by DDW or RWQCB. The data from the discussions will be used to inform the proposed investigation and monitoring program.

Task 2.3.3: Prepare Monitoring Program

Prepare Monitoring Program to include recommended monitoring well locations and sampling and analysis plan. The monitoring network and sampling plan will provide the tools to collect data necessary to determine the fate of the VSD discharges in the surface and subsurface.

Task 2.3.4: Prepare a Preliminary Design and Technical Specifications

Prepare a Preliminary Design and Technical Specifications for Exploratory Drilling, Monitoring Well Construction, Development and Testing.

Task 2.3.5: Prepare an Engineer's Estimate

Prepare an Engineer's Estimate for installation and operation of the monitoring network along with effort to analyze the fate of the VSD discharge from the CVSC/Whitewater River.

Task 2.3.6: Prepare Task 2.3 Technical Memorandum

Prepare draft and final Task 2.3 TM providing summary of data results, the Investigative approach to evaluate percolation and fate of discharged water, Technical to support EVRA bid documents for the Monitoring Network. The TM will also include an engineer's estimate for installation of the monitoring network and analysis and an itemization of the necessary permits for investigation and monitoring well construction (**RFP Optional Task 4**).

Task 2.3 Deliverable: Task 2.3 Technical Memorandum

Task 3. Project Management and Meetings

3.1: Project Management and Administration

Effective control of a project's scope, schedule, and budget is fundamental to achieving a quality project. Our Project Team knows that understanding and managing the interrelationship of these three elements largely determines the project's success with respect to budget. Geoscience understands these issues and has demonstrated ability to organize tasks, manage level of effort, develop and monitor critical-path schedules, and compare actual costs to planned costs at key milestones. By using these organizational techniques as well as good communication and coordination, a quality, on-time, and on-schedule project is ensured.

Geoscience will provide project management services throughout the entire project to ensure that all aspects are carried out in a proper and efficient manner. Project management activities will include (but not necessarily be limited to) coordination and correspondence with the project team, project schedule updates, project budget monitoring, and quality control and assurance. This task will also include availability to assist with any unforeseen issues which may arise throughout the course of the project.

3.2: Project Status Update Meetings, and Conference Calls

Throughout the course of the project, Geoscience will prepare for and participate in up to five (5) update meetings to discuss key milestones and update the project schedule with the project team and EVRA personnel. We will also prepare for and attend two design meetings, one following completion of **Task 2.2.2**, and one following **Task 2.3.3**. In addition, Geoscience will participate in monthly conference calls, as necessary, as well as participate in a public workshop, if necessary. Meeting agendas will be prepared by Geoscience for all project meetings and meeting minutes will be provided as necessary. In addition, Geoscience will prepare and provide bi-monthly email updates throughout the course of the project.

Task 4 (Optional): Permit Support

4.1: Permitting Compliance Assistance

Geoscience will also assist with all permits required for exploratory and monitoring well drilling and installation. This includes applying for drilling permits and monitoring well construction permits. This will also include coordination with the drilling contractor and EVRA. The Geoscience team is also prepared to coordinate with any other regulatory agency, including, but not limited to, City of Indio, County of Riverside Department of Environmental Health, and County of Riverside Flood Control and Water Conservation District. In addition, our team can prepare the following items upon request for an additional fee:

- Title 22 Engineering Report
- Support for Wastewater Change Petition and CEQA process
- Antidegradation Analysis and Geochemical Interaction studies and reports
- Report of Waste Discharge including required forms and above referenced documents
- DDW and RWQCB coordination
- Support at DDW and RWQCB public hearings
- Review of DDW Conditional Approval Letter and RWQCB Waste Discharge Requirements Permit and negotiation
- Operations Optimization Plan
- Tracer study protocol and report
- Registration of injection wells for EPA's Underground Injection Control program

Proposed Project Schedule

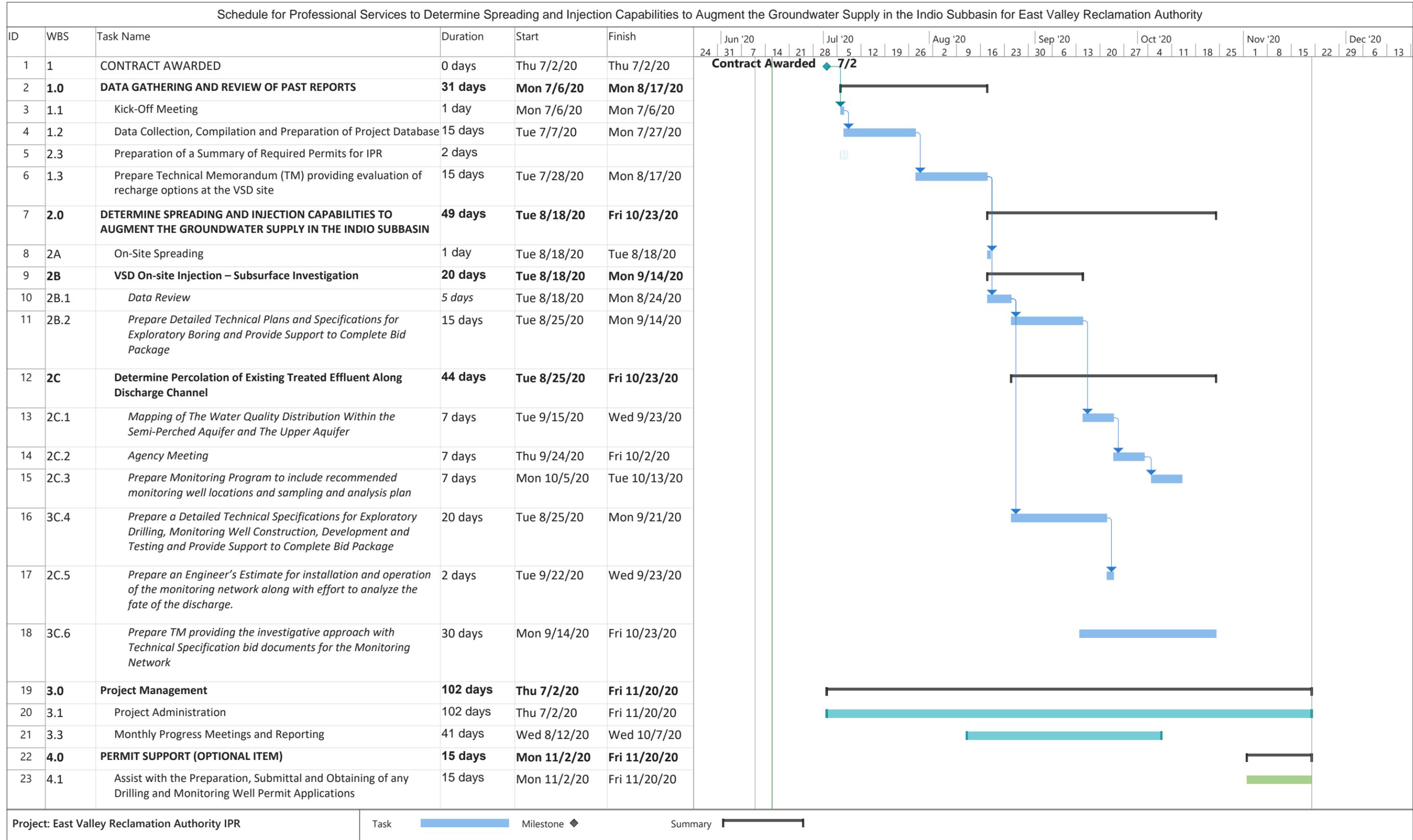


EXHIBIT B
CONSIDERATION

Authority shall pay Consultant in accordance with the hours and hourly rates set forth in the Consultant's Cost Proposal, which is hereby attached as Exhibit B-1. In no event shall the compensation exceed \$86,824.

**Cost Proposal for Professional Services to
Determine Spreading and Injection Capabilities To Augment The Groundwater Supply in The Indio Subbasin for East Valley Reclamation Authority**

Task Description	GEOSCIENCE SUPPORT SERVICES, INC.					Woodard & Curran		Totals		
	Principal Geohydrologist	Senior Geohydrologist	Project Geohydrologist	Staff Geohydrologist	GSI/CAD Specialist	Senior Project Manager	Senior Engineer	Labor	Reimbursable Expenses ¹	Total Cost
<i>Hourly Rate:</i>	\$263	\$226	\$201	\$160	\$146	\$289	\$289			
1.0 DATA GATHERING AND REVIEW OF PAST REPORTS AND PERMIT EVALUATION										
1.1 Kick-Off Meeting	2		12					\$ 2,938	\$ -	\$ 2,938
1.2 Data Collection, Compilation and Preparation of Project Database	4	2	8	40				\$ 9,512	\$ -	\$ 9,512
1.4 Preparation of a Summary of Required Permits for IPR	1					4	8	\$ 3,731	\$ -	\$ 3,731
1.4 Prepare Technical Memorandum (TM) providing evaluation of recharge options at the VSD site (assumes electronic submittal of 50%, and 95% DRAFT versions, and one (1) hard bound copy of 100% FINAL TM)	4	2	8	16	8			\$ 6,840	\$ -	\$ 6,840
Subtotal (Task 1.0):	11	4	28	56	8	4	8	\$ 23,021	\$ -	\$ 23,021
2.0 DETERMINE SPREADING AND INJECTION CAPABILITIES										
2A On-Site Spreading	2		4		4			\$ 1,914	\$ -	\$ 1,914
2B VSD On-site Injection – Subsurface Investigation										
2B.1 Data Review	4	2	8	16	12			\$ 7,424	\$ -	\$ 7,424
2B.2 Prepare Detailed Technical Plans and Specifications for Exploratory Boring and Provide Support to Complete Bid Package (assumes electronic submittal of 50%, and 95% DRAFT versions, and one (1) hard bound copy of 100% FINAL specifications)	1	4	16		12			\$ 6,135	\$ -	\$ 6,135
2C Determine Percolation of Existing Treated Effluent Along Discharge Channel										
2C.1 Mapping of The Water Quality Distribution Within the Semi-Perched Aquifer and The Upper Aquifer	4		8	16	12			\$ 6,972	\$ -	\$ 6,972
2C.2 Agency Meeting	4					4	4	\$ 3,364	\$ -	\$ 3,364
2C.3 Prepare Monitoring Program to include recommended monitoring well locations and sampling and analysis plan	1	2	4	16	8			\$ 5,247	\$ -	\$ 5,247
2C.4 Prepare a Detailed Technical Specifications for Exploratory Drilling, Monitoring Well Construction, Development and Testing and Provide Support to Complete Bid Package (assumes electronic submittal of 50%, and 95% DRAFT versions, and one (1) hard bound copy of 100% FINAL specifications)	1	4	8	28	16			\$ 9,591	\$ -	\$ 9,591
2C.5 Prepare an Engineer's Estimate for installation and operation of the monitoring network along with effort to analyze the fate of the discharge.	1	2	6	12				\$ 3,841	\$ -	\$ 3,841
2C.6 Prepare Technical Memorandum (TM) providing the investigative approach with Technical Specification bid documents for the Monitoring Network (assumes electronic submittal of 50%, and 95% DRAFT versions, and one (1) hard bound copy of 100% FINAL TM)	8	4		24	8	4	8	\$ 11,484	\$ -	\$ 11,484
Subtotal (Task 2.0):	26	18	54	112	72	8	12	\$ 55,972	\$ -	\$ 55,972
3.0 Project Management										

**Cost Proposal for Professional Services to
Determine Spreading and Injection Capabilities To Augment The Groundwater Supply in The Indio Subbasin for East Valley Reclamation Authority**

Task Description	GEOSCIENCE SUPPORT SERVICES, INC.					Woodard & Curran		Totals		
	Principal Geohydrologist	Senior Geohydrologist	Project Geohydrologist	Staff Geohydrologist	GSI/CAD Specialist	Senior Project Manager	Senior Engineer	Labor	Reimbursable Expenses ¹	Total Cost
<i>Hourly Rate:</i>	\$263	\$226	\$201	\$160	\$146	\$289	\$289			
3.1 Project Administration	4		8					\$ 2,660	\$ -	\$ 2,660
3.2 Monthly Progress Meetings and Reporting	4		8					\$ 2,660	\$ -	\$ 2,660
Subtotal (Task 3.0):	8	0	16	0	0	0	0	\$ 5,320	\$ -	\$ 5,320
TOTAL HOURS AND COST (TASKS 1-3):	45	22	98	168	80	12	20	\$ 84,313	\$ -	\$ 84,313
4.0 PERMIT SUPPORT (OPTIONAL ITEM)										
4.1 Assist with the Preparation, Submittal and Obtaining of any Drilling and Monitoring Well Permit Applications (assumes electronic submittal)	1		8	4				\$ 2,511	\$ -	\$ 2,511
TOTAL HOURS AND COST (OPTIONAL TASK 4):	1	0	8	4	0	0	0	\$ 2,511	\$ -	\$ 2,511
TOTAL HOURS AND COST INCLUDING OPTIONAL TASK (TASKS 1-4):	46	22	106	172	80	12	20	\$ 86,824	\$ -	\$ 86,824

Notes:

¹ Reimbursable Expenses Include Subconsultant Fees, Mileage, and report reproduction costs.

GEOSCIENCE is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The work GEOSCIENCE performs does not fall under prevailing wage rate categories.