



**WEST VALLEY WATER DISTRICT  
855 W. Base Line Road Rialto, CA**

**NOTICE OF CALL OF  
AND AGENDA FOR  
SPECIAL MEETING  
(Government Code § 54956(a))**

**PLEASE TAKE NOTICE** that the President of Directors of the West Valley Water District has called a Special Meeting of the Board of Directors for

**CLOSED SESSION - 5:30 P.M. • OPEN SESSION – 6:00 P.M.  
on FRIDAY, JUNE 7, 2019,**

at District Headquarters located at 855 W. Base Line Road, Rialto, CA 92376. The only items of business to be considered at this Special Meeting are as set so forth in the following agenda:

**SPECIAL MEETING  
AGENDA**

**Friday, June 7, 2019  
CLOSED SESSION - 5:30 P.M. • OPEN SESSION – 6:00 P.M.**

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**"In order to comply with legal requirements for posting of agendas, only those items listed in this NOTICE OF CALL AND AGENDA FOR SPECIAL MEETING will be considered by the Board of Directors."**

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**OPENING CEREMONIES**

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

**ADOPT AGENDA**

## **PUBLIC PARTICIPATION**

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

***Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. No person will be allowed to make comments at any other time in the meeting except if there is a Public Hearing. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.***

## **INFORMATION**

- Water Reliability Improvement Program Update.

## **CONSENT CALENDAR**

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

### **Consideration of:**

1. May 16, 2019 Regular Board Meeting Minutes.
2. June 1, 2019 Special Board Meeting Minutes.
3. Receive and File April 2019 Cash Disbursements Report.
4. Consider Logo Painting of Water Tank.
5. Consider Sole Source Purchasing Perchlorate Online Analyzer for the Fluidized Bed Biological Reactor (FBR) Plant.
6. Consider Award of Contract for Construction of Bloomington Phase 3A Waterline Replacement to El-Co Contractors, Inc.
7. Authorization to approve change order no. 2 for the highland avenue 30-inch transmission main - pepper avenue to Oakdale Avenue Construction.

8. Authorization to Approve Change Order No. 3 for the Persimmon Pipeline Replacement Project. Consider Notice of Completion Recordation for the Persimmon Waterline Replacement Project.
9. Consider Water System Infrastructure Installation and Conveyance Agreement with Liberty Property Limited Partnership.
10. Consider Water System Infrastructure Installation and Conveyance Agreement with Calatlantic Group, Inc. for Cypress Avenue Offsite Work for Tract 20212.
11. Consider Water System Infrastructure Installation and Conveyance Agreement with Calatlantic Group, Inc. for Tract 20212.
12. Consider Water System Infrastructure Installation and Conveyance Agreement with Calatlantic Group, Inc. for Tract 20213.

## **BUSINESS MATTERS**

### **Consideration of:**

13. Authorization for Signatory Changes for all JP Morgan Chase, US Bank, and CalTrust Accounts.
14. Local Agency Investment Fund (LAIF) Signature Card.
15. Consider a Change Order Increasing the Agreement Amount for Aerotek, Inc. for Temporary Labor Services.
16. Authorization to Approve Change Order for the Well 8A Rehabilitation Project.

## **DISCUSSION**

17. Continued Review of Proposed Fiscal Year 2019-20 Budget.

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

- **Board Members**
- **Legal Counsel**
- **General Manager**
  - ❖ 1,1660 days without a "Loss Time" claim.

## **UPCOMING MEETINGS**

- June 9-12, 2019 - AWWA (American Water Works Association) 2019 Annual Conference and Exposition in Denver, CO
- June 17, 2019 - West Valley Water District Human Resources Committee Meeting at 6:00 PM at the District Headquarters
- June 17, 2019 - West Valley Water District External Affairs Committee Meeting at 6:20 PM at the District Headquarters
- June 17, 2019 - Association of the San Bernardino County Special Districts (ASBCSD) dinner, hosted by the Hesperia Recreation and Park District & Hesperia Unified School District at the Percy Bakker Community Center in Hesperia, CA. Social hour will begin at 6:00 PM, with a call to order at 6:45 PM.
- June 18, 2019 - West Valley Water District Safety and Technology Committee Meeting at 6:00 PM at the District Headquarters
- June 19, 2019 - West Valley Water District Engineering, Operations and Planning Committee Meeting at 6:00 PM at the District Headquarters
- June 18, 2019 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- June 20, 2019 - West Valley Water District Board of Directors Meeting at 6:30 PM (Closed Session at 6:00 PM) at the District Headquarters
- June 21, 2019 - West Valley Water District Finance Committee Meeting at 10:00 AM at the District Headquarters
- June 26-28, 2019 - WESTCAS June 2019 Conference in San Diego, CA

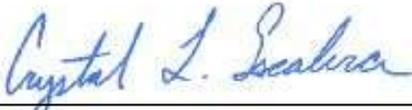
## **CLOSED SESSION**

- CONFERENCE WITH LEGAL COUNSEL -EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Clifford Young, Patricia Romero, Naisha Davis, West Valley Water District v. Tafoya and Garcia, et al. Case No.: 19STCV05677
- Personnel Matters Concerning Proposed District Organizational Chart - Pursuant to Government Code Section 54957

## **ADJOURN**

**DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on June 6, 2019.



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Crystal L. Escalera, Board Secretary

**Please Note:**

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

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Crystal Escalera, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Escalera may be contacted by telephone at (909) 875-1804 ext. 704, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** WATER RELIABILITY IMPROVEMENT PROGRAM UPDATE

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**DISCUSSION:**

At the March 9, 2019 Mid-Year Budget Workshop and Water Reliability Workshop, District staff reported on the status of the system and pointed out a potential for not having adequate water supply to meet the higher water demands this summer. To address this issue, District staff has embarked upon a Water Reliability Improvement Program.

This update is to provide the current status of significant projects underway in the Water Reliability Improvement Program.

**Well 8** – Well 8 has been test pumped by Tri County Pump at the new proposed pump setting and held a steady safe pumping level at 2,200 Gallons per Minute (GPM) with no detectable water quality issues, and is ready to be re-equipped. Expected capacity after project is complete – 2,200 GPM. This well can be used to supply Zones 3 or 4.

**Well 15** – Well 15 will have the test pump installed by General Pump beginning 5/30, and test pumping will start the following week. Expected capacity after project is complete – 1,800 GPM. This well supplies Zone 3.

**Well 41** – Merlin Johnson Construction will begin mobilizing at well 41 to start the project 5/29, the project is expected to take until the end of June to complete. The DDW Permit amendment process is already underway. Expected capacity after project is complete – 2,000 GPM. This well supplies Zone 2.

**Well 54** – The deaeration reservoir has been constructed, and the work to construct the booster pump and the associated plumbing & electrical is currently underway. Expected capacity after project is complete – 750 GPM. This well supplies Zone 6.

**FISCAL IMPACT:**

No fiscal impact.

**STAFF RECOMMENDATION:**

Receive and file, and provide direction as desired.

Respectfully Submitted,



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Clarence Mansell Jr, General Manager

CM:js

**ATTACHMENT(S):**

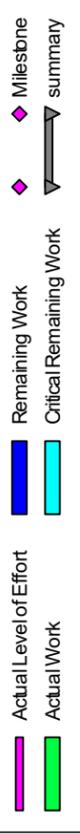
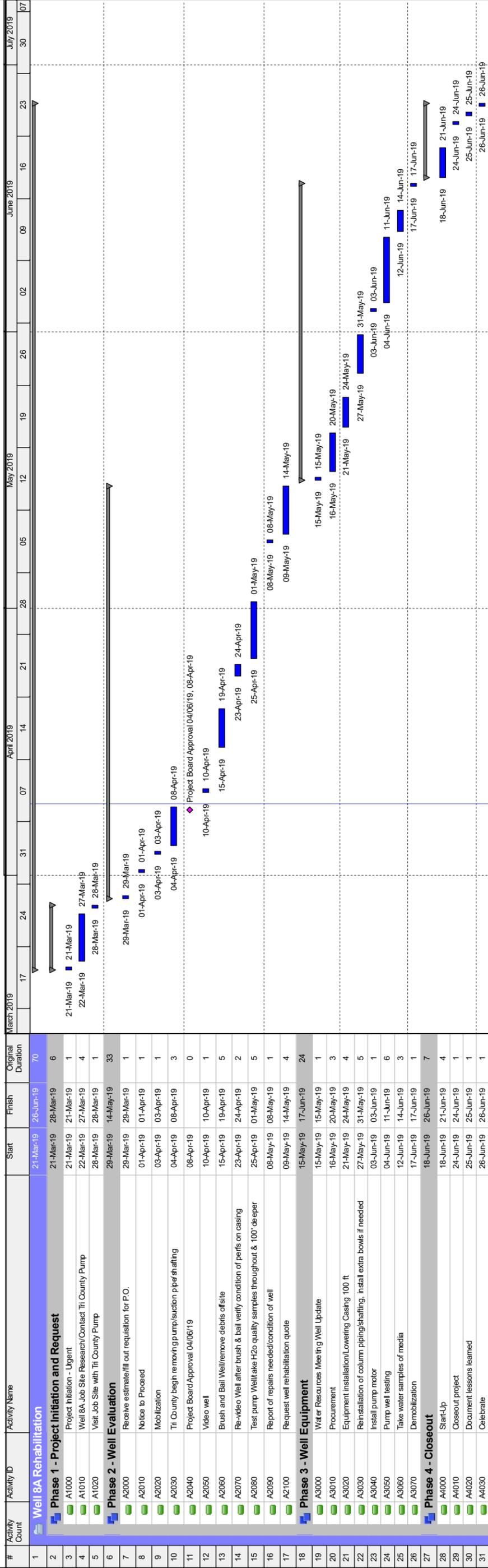
1. Exhibit A - Primavera Schedules for Wells 8A, 15, 41 and 54

# EXHIBIT A



# Well 8A Rehabilitation Project No. W19034

09-Apr-19  
Drawn by: Rosa M. Gutierrez, P.E.  
Title: Associate Engineer with P.E.



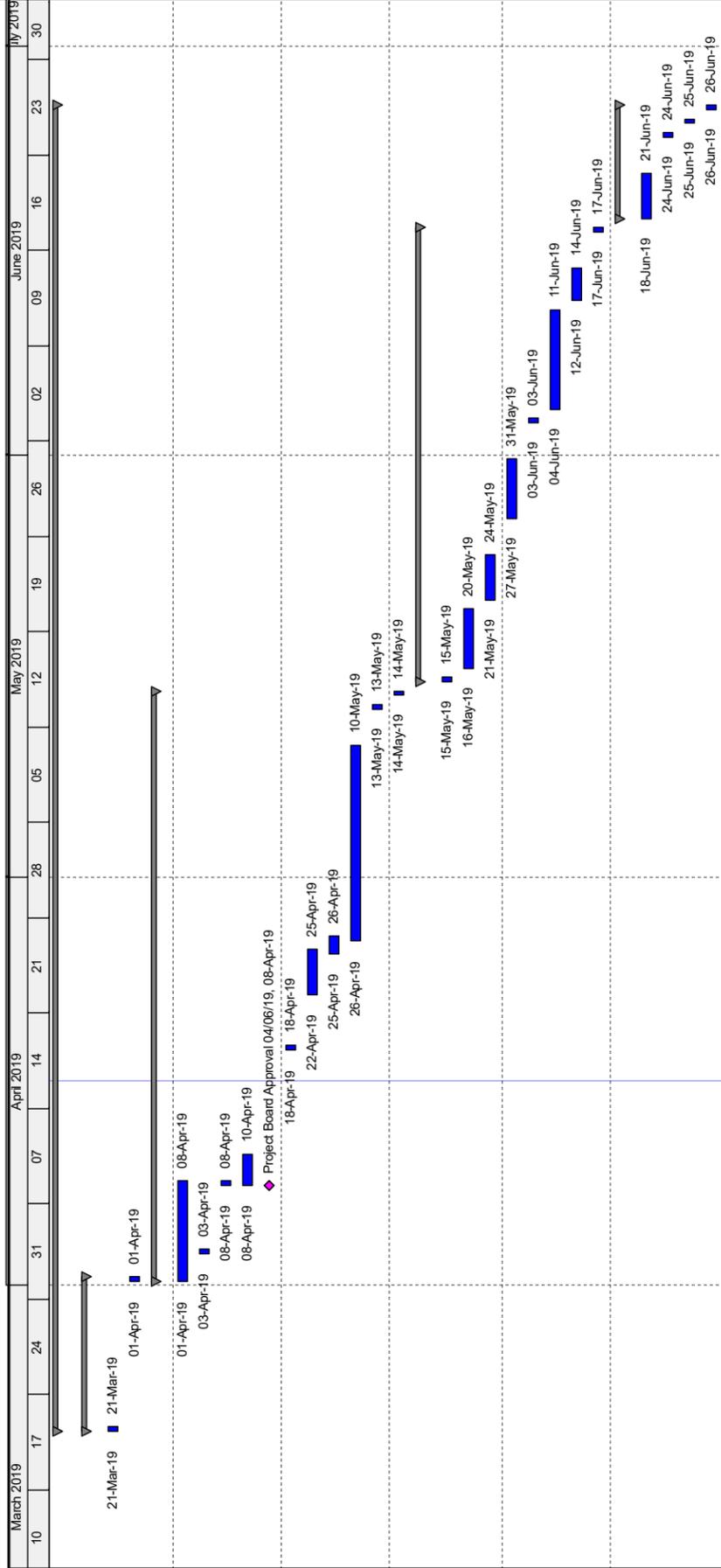
W19034 - Well 8A Rehabilitation  
Project Manager: Rudy Olguin  
© Oracle Corporation



# Well 15 Rehabilitation Project No. W19037

17-Apr-19  
Drawn by: Rosa M. Gutierrez, P.E.  
Title: Associate Engineer with P.E.

#	Activity Count	Activity ID	Activity Name	Start	Finish	Original Duration
1			<b>Well 15 Rehabilitation</b>	21-Mar-19	26-Jun-19	70
2			<b>Phase 1 - Project Initiation and Request</b>	21-Mar-19	01-Apr-19	8
3		A1000	Project Initiation - Urgent	21-Mar-19	21-Mar-19	1
4		A1010	Well 15 Job Site Research/Contact General Pump Company, Inc.	01-Apr-19	01-Apr-19	1
5			<b>Phase 2 - Evaluation</b>	01-Apr-19	14-May-19	32
6		A2000	Receive estimate/fill out requisition for P.O.	01-Apr-19	08-Apr-19	6
7		A2010	Notice to Proceed	03-Apr-19	03-Apr-19	1
8		A2020	Mobilization	08-Apr-19	08-Apr-19	1
9		A2030	General Pump begin removing pump/suction pipe/shafting	08-Apr-19	10-Apr-19	3
10		A2040	Project Board Approval 04/06/19	08-Apr-19	08-Apr-19	0
11		A2050	Video well	18-Apr-19	18-Apr-19	1
12		A2060	Brush and Bat Well/remove debris offsite	22-Apr-19	25-Apr-19	4
13		A2070	Re-video Well after brush & bail verify condition of perfs on casing	25-Apr-19	26-Apr-19	2
14		A2080	Test pump Well/take H2o quality samples throughout & 100' deeper	26-Apr-19	10-May-19	11
15		A2090	Report of repairs needed/condition of well	13-May-19	13-May-19	1
16		A2100	Request well rehabilitation quote	14-May-19	14-May-19	1
17			<b>Phase 3 - Equipment</b>	15-May-19	17-Jun-19	24
18		A3000	Water Resources Meeting Well Update	15-May-19	15-May-19	1
19		A3010	Procurement	16-May-19	20-May-19	3
20		A3020	Equipment installation/Lowering Casing 100 ft	21-May-19	24-May-19	4
21		A3030	Reinstallation of column piping/shafting, install extra bowls if needed	27-May-19	31-May-19	5
22		A3040	Install pump motor	03-Jun-19	03-Jun-19	1
23		A3050	Pump well testing	04-Jun-19	11-Jun-19	6
24		A3060	Take water samples of media	12-Jun-19	14-Jun-19	3
25		A3070	Demobilization	17-Jun-19	17-Jun-19	1
26			<b>Phase 4 - Closeout</b>	18-Jun-19	26-Jun-19	7
27		A4000	Start-Up	18-Jun-19	21-Jun-19	4
28		A4010	Closeout project	24-Jun-19	24-Jun-19	1
29		A4020	Document lessons learned	25-Jun-19	25-Jun-19	1
30		A4030	Celebrate	26-Jun-19	26-Jun-19	1



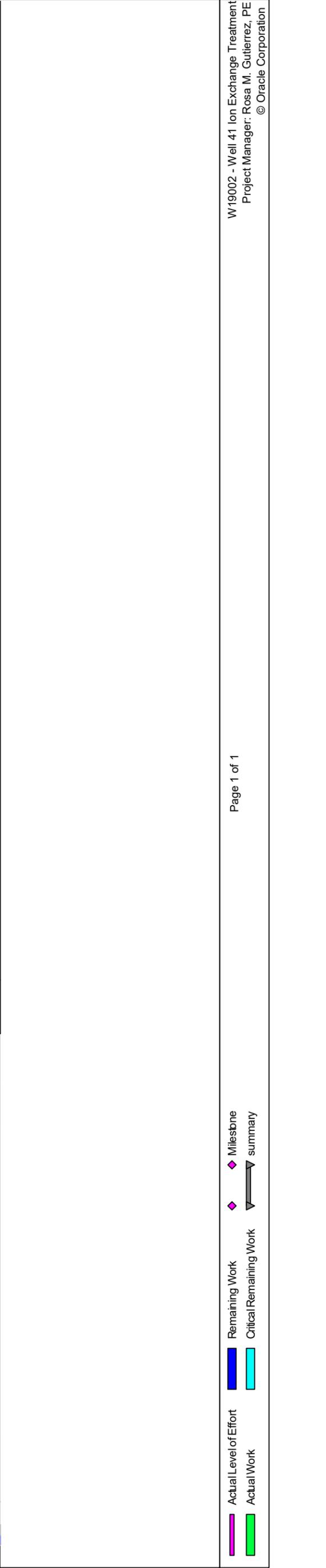
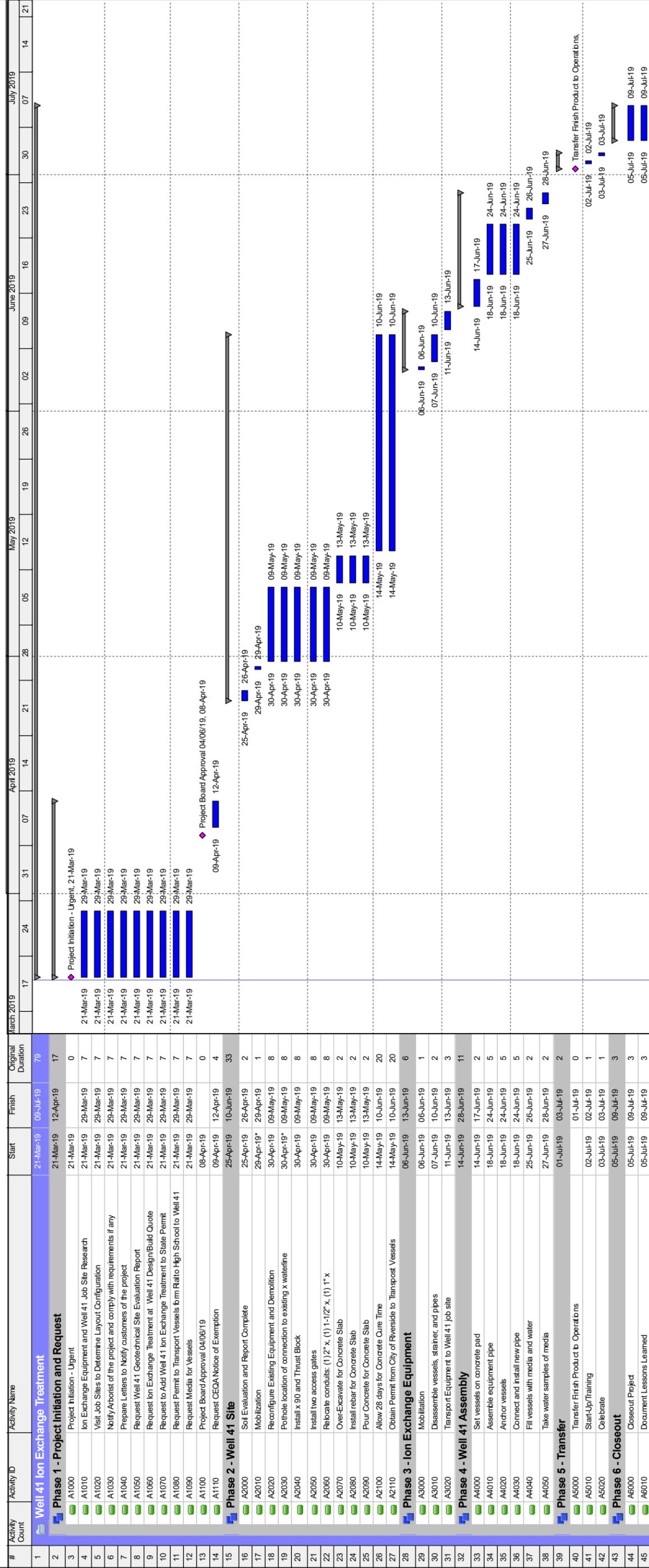
█ Actual Level of Effort   
 █ Remaining Work   
 ◆ Milestone   
 ◆ Remaining Work   
 ◆ Critical Remaining Work   
 ▶ summary

Well 15 Rehabilitation  
Project Manager: Joe Schnaack  
© Oracle Corporation



# Well 41 Ion Exchange Treatment Project No. W19002

09-Apr-19  
Drawn by: Rosa M. Gutierrez, P.E.  
Title: Associate Engineer with P.E.

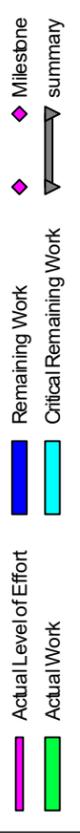
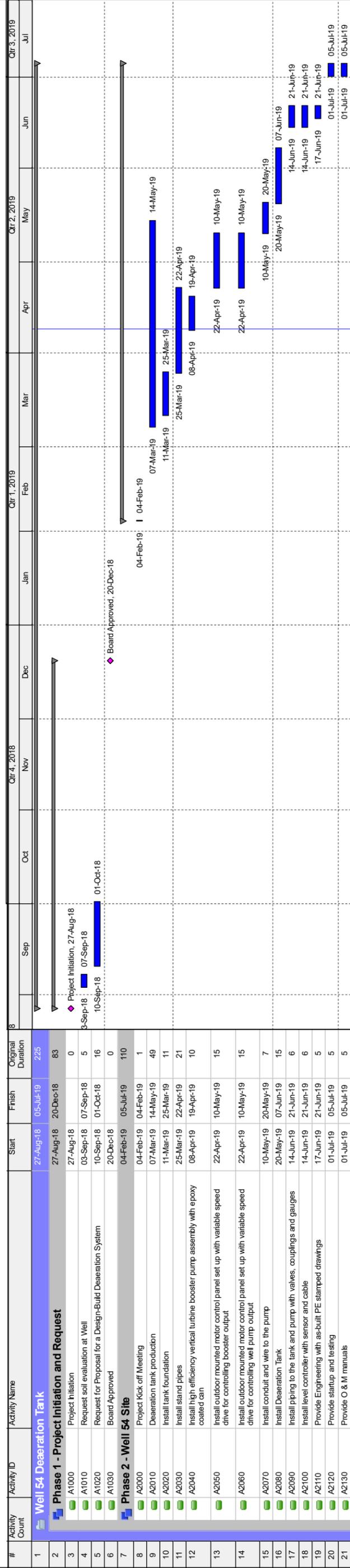


■ Actual Level of Effort   
 ■ Remaining Work   
 ◆ Milestone   
 ▶ Critical Remaining Work   
 ▶ summary



# Well 54 Deaeration Tank Project No. W19031

10-Apr-19  
Drawn by: Rosa M. Gutierrez, P.E.  
Title: Associate Engineer with P.E.



W19031 - Well 54 Deaeration Tank  
Project Manager: Joe Schaack/Joanne Chan  
© Oracle Corporation

**MINUTES**  
**REGULAR BOARD MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
May 16, 2019

Attendee Name	Present	Excused	Late
Board of Directors			
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donald Olinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricardo Pacheco	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lanita McCauley Bates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nadia Loukeh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anthony Budicin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rosa Gutierrez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gilbert Olivarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Melissa Blount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telat Yalcin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*Director Dr. Young was excused at 8:25 PM following the Business Matters portion of the agenda

**OPENING CEREMONIES**

Pledge of Allegiance - Lead by Vice President Kyle Crowther  
Opening Prayer - Lead by Director Don Olinger  
Call to Order  
Roll Call of Board Members

WVWD

Minutes: 5/16/19

## ADOPT AGENDA

### WITHDRAW ITEM NO. 18 FROM BUSINESS MATTERS

President Dr. Taylor motioned to pull Item No. 18 "PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Pursuant to Cal. Gov. Code Section 54957: Assistant General Manager." Vice President Kyle Crowther second the motion which passed with the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

### ADOPT AGENDA WITH EXCEPTION OF ITEM NO. 18

President Dr. Taylor motioned to adopt the agenda with the exception of Item No. 18 which was previously pulled. Vice President Kyle Crowther second the motion and the following vote was taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

## PUBLIC PARTICIPATION

Don Griggs made comments to the Board of Directors on behalf of Hardy Brown and himself.

## INFORMATION

- **Water Reliability Improvement Program Update**

General Manager Clarence Mansell introduced Mr. John Martin, from Production, to the Board of Directors. Mr. Martin gave a brief update to the Board of Directors on the progress made in maintaining the district wells.

- **Pay Near Me Project Update**

Mr. Mansell introduced Ms. Nadia Loukeh, Water Resources Manager, to the Board of Directors. Mrs. Loukeh then presented an update to the Board on the "Pay Near Me" project which went live on May 6, 2019. The new project allows West Valley Water District patrons to pay their water bills at participating 7-Eleven, CVS Pharmacy and Family Dollar stores.

- **Update On The 2018 Consumer Confidence Report**

Mr. Mansell called forward Anthony Budicin, Water Quality Supervisor, to report on the Consumer Confidence Report. Mr. Budicin informed the Board that the district met or exceeded the requirements for the 2018 compliance period. The full report will be available on the West Valley Water District website and a noticed of the report being available will be placed in customers' bills.

WVWD

Minutes: 5/16/19

- **Customer Service Center Renovation Update.**

Ms. Rosa Gutierrez, Associate Engineer, gave a presentation on the Customer Service renovation project. Customer Service has been moved to an adjacent trailer to the district building while the lobby and Customer Service workstations are being renovated. The renovated lobby and workstations are expected to be in operation by October 2019.

- **Employee Recognition.**

General Manager Clarence Mansell informed the Board on May 2, 2019, Gilbert Olivarez, from Water Quality, discovered a suspicious object in the Bloomington area. Mr. Olivarez alerted the local authorities who sent out a bomb squad to remove the object. It was later confirmed to be a deteriorated pipe bomb. Vice President Kyle Crowther was impressed with Mr. Olivarez fast thinking and suggested we honor his heroic action to protect the public. The Board of Directors then presented a plaque to Mr. Olivarez in recognition of his efforts.

**CONSENT CALENDAR**

**1. MARCH 20, 2019 SPECIAL BOARD MEETING MINUTES**

Director Greg Young requested to take Item No. 2 of the Consent Calendar as a separate vote. Director Dr. Young also requested to take Item No. 3 as a separate vote and discussion. President Dr. Taylor then motioned to approve Item No. 1, 4 and 5 of the Consent Calendar. Director Greg Young second the motion which passed with the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Greg Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**2. APRIL 18, 2019 REGULAR BOARD MEETING MINUTES**

Director Greg Young requested to take Item No. 2 as a separate vote. He was present for the April 18, 2019 Closed Session but was excused from Open Session due to illness. Director Greg Young informed the Board that he would be abstaining from the vote as a result. President Dr. Taylor then motioned to adopt the minutes as presented and Vice President Crowther second the motion. The following vote was then taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**3. RECEIVE AND FILE MARCH 2019 CASH DISBURSEMENTS REPORT**

Director Dr. Young requested to take Item No. 3 for a separate vote. He discussed the expenses for the District in the month of March with Lanita McCauley Bates, Chief Financial Officer. It was decided to have Ms. McCauley Bates prepare a summary of the expenses for the next Board of Directors meeting to identify spending trends. Director Dr. Young then motioned to accept

WVWD

Minutes: 5/16/19

the report as presented. President Dr. Taylor second the motion and the following vote was recorded:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Clifford Young, Director
<b>SECONDER:</b>	Michael Taylor, President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**4. APPROVAL OF APRIL 2019 PURCHASE ORDER REPORT**

Director Greg Young requested to take Item No. 2 of the Consent Calendar as a separate vote. Director Dr. Young also requested to take Item No. 3 as a separate vote and discussion. President Dr. Taylor then motioned to approve Item No. 1, 4 and 5 of the Consent Calendar. Director Greg Young second the motion which passed with the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Greg Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**5. SB 669 (CABALLERO) SAFE DRINKING WATER FUND - SUPPORT**

Director Greg Young requested to take Item No. 2 of the Consent Calendar as a separate vote. Director Dr. Young also requested to take Item No. 3 as a separate vote and discussion. President Dr. Taylor then motioned to approve Item No. 1, 4 and 5 of the Consent Calendar. Director Greg Young second the motion which passed with the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Greg Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**BUSINESS MATTERS**

**6. APPROVAL OF PAYMENT TO ALBRIGHT, YEE AND SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED IN MARCH 2019, INVOICE NO. 25748: \$16,662.70**

Director Greg Young motioned to take Items No. 6, 7, 8, 9, 13, 14, and 15 for approval in one motion and to take the balance of the Business Matters as a separate vote and discussion. There was no discussion on the items for approval. Director Olinger second the motion and following vote was taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gregory Young, Director
<b>SECONDER:</b>	Donald Olinger, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

WVWD

Minutes: 5/16/19

**7. APPROVAL OF PAYMENT TO VARNER & BRANDT, LLP FOR PROFESSIONAL SERVICES RENDERED IN MARCH 2019, ACCOUNT NO. 23767M: \$5,398.00**

Director Greg Young motioned to take Items No. 6, 7, 8, 9, 13, 14, and 15 for approval in one motion and to take the balance of the Business Matters as a separate vote and discussion. There was no discussion on the items for approval. Director Olinger second the motion and following vote was taken:

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Gregory Young, Director  
**SECONDER:** Donald Olinger, Director  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**8. APPROVAL OF PAYMENT TO TAFOYA & GARCIA, LLP FOR PROFESSIONAL SERVICES RENDERED IN MARCH 2019, INVOICE NO. 19-003: \$32,740.90**

Director Greg Young motioned to take Items No. 6, 7, 8, 9, 13, 14, and 15 for approval in one motion and to take the balance of the Business Matters as a separate vote and discussion. There was no discussion on the items for approval. Director Olinger second the motion and following vote was taken:

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Gregory Young, Director  
**SECONDER:** Donald Olinger, Director  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**9. APPROVAL OF PAYMENT TO LEAL TREJO, APC FOR PROFESSIONAL SERVICES RENDERED IN MARCH 2019, INVOICE NO. 17477: \$5,795.00**

Director Greg Young motioned to take Items No. 6, 7, 8, 9, 13, 14, and 15 for approval in one motion and to take the balance of the Business Matters as a separate vote and discussion. There was no discussion on the items for approval. Director Olinger second the motion and following vote was taken:

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Gregory Young, Director  
**SECONDER:** Donald Olinger, Director  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**10. ACCOUNTS/SIGNATURE CARDS**

Director Greg Young began discussion by questioning the listing of Directors on the resolution as signers for the district accounts. Discussion ensued and Director Greg Young recommended to take Items No. 10 and 11 together as both items are regarding Board signatures. At the conclusion of the discussion, President Dr. Taylor motioned to add all the directors to the signature cards for the district accounts with the caveat to have the President of the Board designate a backup signer in his absence for Items No. 10 and 11. Vice President Kyle Crowther second the motion and the following vote was taken:

WVWD

Minutes: 5/16/19

<b>RESULT:</b>	<b>APPROVED [4 TO 1]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>NAYS:</b>	Clifford Young

**11. LAIF SIGNATURE CARD**

Director Greg Young began discussion by questioning the listing of Directors on the resolution as signers for the district accounts. Discussion ensued and Director Greg Young recommended to take Items No. 10 and 11 together as both items are regarding Board signatures. At the conclusion of the discussion, President Dr. Taylor motioned to add all the directors to the signature cards for the district accounts with the caveat to have the President of the Board designate a backup signer in his absence for Items No. 10 and 11. Vice President Kyle Crowther second the motion and the following vote was taken:

<b>RESULT:</b>	<b>APPROVED [4 TO 1]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>NAYS:</b>	Clifford Young

**12. CONSIDER SOLE SOURCE PURCHASING TOSHIBA VARIABLE FREQUENCY DRIVE FROM BRITHINEE ELECTRIC - ZULZER FOR WELL 54**

Director Greg Young began discussion for this item requesting clarification on the equipment being purchased. Joanne Chan, Operations Manager explained the selection of the equipment to the Board and justification in selection. Being satisfied with Ms. Chan’s response, Director Young then motioned to approve this item. Director Olinger second the motion and the following vote was taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gregory Young, Director
<b>SECONDER:</b>	Michael Taylor, President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**13. CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH CALATLANTIC GROUP, INC FOR TRACT 20213**

Director Greg Young motioned to take Items No. 6, 7, 8, 9, 13, 14, and 15 for approval in one motion and to take the balance of the Business Matters as a separate vote and discussion. There was no discussion on the items for approval. Director Olinger second the motion and following vote was taken:

WVWD

Minutes: 5/16/19

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Gregory Young, Director  
**SECONDER:** Donald Olinger, Director  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**14. REJECTION OF CLAIM - STAFF RECOMMENDS THAT THE DISTRICT BOARD REJECT THE FOLLOWING CLAIM(S) AND DIRECT STAFF TO SEND APPROPRIATE NOTICE OF REJECTION TO CLAIMANT(S): MARIA L. FARIAS, EDUARDO ALVARADO VS WEST VALLEY WATER DISTRICT; CLAIM NO. 19-0473**

Director Greg Young motioned to take Items No. 6, 7, 8, 9, 13, 14, and 15 for approval in one motion and to take the balance of the Business Matters as a separate vote and discussion. There was no discussion on the items for approval. Director Olinger second the motion and following vote was taken:

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Gregory Young, Director  
**SECONDER:** Donald Olinger, Director  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**15. APPROVAL OF EMPLOYMENT AGREEMENT WITH LOGAN R. OLDS FOR ASSISTANT GENERAL MANAGER**

Director Greg Young motioned to take Items No. 6, 7, 8, 9, 13, 14, and 15 for approval in one motion and to take the balance of the Business Matters as a separate vote and discussion. There was no discussion on the items for approval. Director Olinger second the motion and following vote was taken:

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Gregory Young, Director  
**SECONDER:** Donald Olinger, Director  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

**16. APPROVAL OF EMPLOYMENT AGREEMENT WITH JEREMIAH BROSOWSKE FOR ASSISTANT GENERAL MANAGE**

Director Greg Young requested to take this item as a separate vote and expressed concern regarding the qualifications of Jeremiah Brosowske for the Assistant General Manager position. The directors then engaged in discussion. At the conclusion of the discussion, President Dr. Taylor motioned to approve the contract and Vice President Kyle Crowther second the motion. The following vote was recorded:

**RESULT:** APPROVED [3 TO 2]  
**MOVER:** Michael Taylor, President  
**SECONDER:** Kyle Crowther, Vice President  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger  
**NAYS:** Clifford Young, Gregory Young

**17. AMENDMENT TO ARTICLE 306 - AUTHORITY TO EMPLOY, DISCHARGE, DISCIPLINE, PROMOTE OR ADVANCE**

Director Greg Young requested to take this item as a separate consideration. The directors engaged in discussion regarding Article 306, 314 and 106 of the West Valley Water District Human Resources Policies & Practices Manual. President Dr. Taylor motioned to approve the item as presented and Vice President Kyle Crowther second the motion. The following vote was taken after further discussion:

<b>RESULT:</b>	<b>APPROVED [3 TO 2]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>NAYS:</b>	Clifford Young, Gregory Young

**18. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE PURSUANT TO CAL. GOV. CODE SECTION 54957**

The Board voted unanimously to withdrawn this item before the adoption of the agenda. President Dr. Taylor Motioned for the withdraw and Vice President Crowther second.

<b>RESULT:</b>	<b>WITHDRAWN [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

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

- **Board Members**
  - **Director Greg Young:** Commented on Mr. Olivarez's actions and thanked him for the excellent work he has done. He also extended a belated appreciation to mothers in honor of Mother's Day. Director Young also remarked on events that were discussed at the last meeting since he was not in attendance of Open Session (Director Young left after Closed Session due to illness). Director Young expressed his appreciation to the staff who came together to make the Earth Day event a success and enjoyed seeing the staff interacting with the public. He also shared some concern he had regarding the cost of the event and requested to see the cost of the event and the number of people that attended. Director Young also responded to remarks regarding the "tough questions" he may ask and clarified that he has a responsibility to the public and feels his questions are in the best interest of the customers we serve.
  - **President Dr. Taylor:** Also commented on Earth Day and thanked the staff and Naseem Farooqi, Public Affairs Manager, for the outstanding job they did. President Dr. Taylor stated that the money spent on the event is and investment by the district to educate the public and youth and necessary for the water conservation of the

WVWD

Minutes: 5/16/19

future. He also welcomed the two newly appointed Assistant General Managers Logan Olds and Jeremiah Brosowske to the district.

- **Vice President Kyle Crowther:** Also commented on Earth Day and also thanked Naseem Farooqi and the staff. He understood Director Greg Young's concerns but trusts the staff stood within their budget and heard the event was successful. Vice President Crowther also congratulated the new Assistant General Managers to the district.
- **Legal Counsel**
  - No report.
- **General Manager/Staff**
  - No report.

## CLOSED SESSION

Legal Counsel, Robert Tafoya, reported during Closed Session a vote was taken regarding the appointment of Jeremiah Brosowske for the position of Assistant General Manager. The Board approved the appointment by a vote of 3-2 with Dr. Young and Director Greg Young voting "No." The Board also voted 5-0 to reject the Claim of Maria L. Farias, Eduardo Alvarado vs West Valley Water District; Claim No. 19-0473. There was no further report from Closed Session.

- Transfer of Assistant General Manager from External Affairs to Operations and Technical Services per the WVWD Human Resources Policy Section 306
- PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code 54957 Title: Assistant General Managers
- PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code 54957 Title: Assistant General Managers
- REJECTION OF CLAIM - Staff recommends that the District Board reject the following claim(s) and direct staff to send appropriate notice of rejection to claimant(s): Maria L. Farias, Eduardo Alvarado vs West Valley Water District; Claim No. 19-0473
- Review of The San Bernardino Basin Area (SBBA) Groundwater Council Agreement
- ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Six (6)
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Matthew Litchfield v. Clifford Young et al Case No. CIVDS1904733
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Karen Logue v. West Valley Water District Case No.: CIVDS1818381

WVWD

Minutes: 5/16/19

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Cal. Gov. Code Section 54957 Title: General Manager
- PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Pursuant to Cal. Gov. Code Section 54957

**ADJOURN**

The meeting adjourned at 8:40 PM.

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**Dr. Michael Taylor**  
**President of the Board of Directors**  
**of West Valley Water District**

**ATTEST:**

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**Crystal L. Escalera, Board Secretary**

**MINUTES**  
**SPECIAL BOARD MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
June 1, 2019

Attendee Name	Present	Excused	Late
Board of Directors			
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donald Olinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
David Olivas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricardo Pacheco	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Logan Olds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lanita McCauley Bates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*Vice President Kyle Crowther was present for Closed Session and left afterwards. He was excused from Open Session.

**OPENING CEREMONIES**

Pledge of Allegiance - Lead by Director Greg Young  
Opening Prayer - Lead by Director Don Olinger  
Call to Order  
Roll Call of Board Members

WVWD

Minutes: 6/1/19

## ADOPT AGENDA

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Donald Olinger, Gregory Young
<b>EXCUSED:</b>	Kyle Crowther, Clifford Young

### PUBLIC PARTICIPATION

There was no public participation.

### DISCUSSION

#### 1. REVIEW OF PROPOSED FISCAL YEAR 2019-20 BUDGET

President Dr. Taylor opened up the discussion of the FY 2019-20 budget. General Manager, Clarence Mansell, made a few comments regarding the budget and asked Ms. McCauley Bates, Interim Chief Financial Officer, to update the Board on the budget. Ms. McCauley Bates presented a power point update to the Board and attending community outlining the financial status of the district. Following the presentation, Director Greg Young addressed his concerns and questions of the proposed expenses line by line. The staff responded to each question and concern and the Board engaged in discussion. Director Greg Young informed the Board he had to leave at noon to attend another commitment. It was decided at that time to adjourn the conversation to a later date since there were only three Directors in attendance and there would not be a quorum with Director Young's departure.

- President Dr. Taylor motioned to hold a meeting on June 7, 2019 to continue the discussion which was second by Director Greg Young and the following vote was then taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Donald Olinger, Gregory Young
<b>EXCUSED:</b>	Kyle Crowther, Clifford Young

### CLOSED SESSION

David Olivas, Legal Counsel, reported during Closed Session instruction was given to staff regarding both matters listed and no votes were taken.

- **ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: One (1)
- **Personnel Matters Concerning Proposed District Organizational Chart** - Pursuant to Government Code Section 54957

WVWD

Minutes: 6/1/19

**ADJOURN**

The meeting adjourned at 12:15 PM.

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**Dr. Michael Taylor**  
**President of the Board of Directors**  
**of West Valley Water District**

**ATTEST:**

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**Crystal L. Escalera, Board Secretary**

WVWD

Minutes: 6/1/19



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** RECEIVE AND FILE APRIL 2019 CASH DISBURSEMENTS REPORT

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**BACKGROUND:**

Each month, the Accounting Department provides a complete listing of all disbursements for the previous month in an effort to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Board of Directors and ratepayers the opportunity to review expenses for supplies, materials, services, and payroll for review and approval. Payroll is processed bi-weekly and accounts payable is processed weekly. Information to justify each payment is available through the Accounting Department. For reference, Customer Refunds are credits due as a result of closing a water account.

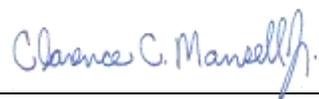
**DISCUSSION:**

Accounts payable for April 2019 include 188 checks issued from check numbers 75175 through 75362 and 75 electronic fund transfers (EFT) from 3551 through 3626 for a total of \$1,640,321.11. Payroll disbursements for April 2019 total \$726,303.78. Disbursements for April 2019 for both accounts payable and payroll total \$2,366,624.89. Cash Disbursement YTD report is being presented to answer the boards question regarding year to date and show capital and operations expenditures.

**STAFF RECOMMENDATION:**

Receive and file.

Respectfully Submitted,

  
\_\_\_\_\_

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Clarence Mansell Jr, General Manager

CM;jv

**ATTACHMENT(S):**

1. AP Cash Disbursement Report
2. EFT Payroll Cash Disbursement Report
3. Cash Disbursement YTD Report

**WEST VALLEY WATER DISTRICT**CASH DISBURSEMENT REPORT  
APRIL 2019**CHECK PAYMENTS**

1	75175	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	8,313.83
2	75176	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	10,222.08
3	75177	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	7,349.96
4	75178	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	4,172.52
5	75179	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	392.34
6	75180	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	362.42
7	75181	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	279.72
8	75182	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	6,015.02
9	75183	AIRGAS WEST INC	REPAIRS/MAINTENANCE	\$	1,097.58
10	75184	AMAZON	OFFICE SUPPLIES	\$	10,338.73
11	75185	IHEARTMEDIA	OUTREACH PROGRAM	\$	4,000.00
12	75186	AQUA-METRIC SALES CO	INVENTORY	\$	2,628.61
13	75187	BAE SYSTEMS APPLIED INTELLIGEN	EMAIL SERVICES	\$	2,216.32
14	75188	BOOT BARN INC	SAFETY BOOTS-OLIVAREZ / BERTOLA	\$	485.72
15	75189	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES	\$	803.79
16	75190	CEMEX INC	SHOP SUPPLIES	\$	478.83
17	75191	CINTAS CORPORATION	JANITORIAL SERVICES	\$	486.89
18	75192	COLONIAL SUPPLEMENTAL INSURANCE	EMPLOYEES PAYMENTS	\$	2,831.53
19	75193	VOID	VOID	\$	-
20	75194	DONNA SANGUINETTE	TURF REPLACEMENT REBATE	\$	1,763.31
21	75195	EMPLOYEE RELATIONS	HUMAN RESOURCES SERVICES	\$	764.30
22	75196	EMPLOYERS GROUP	MEMBERSHIP DUES	\$	2,599.62
23	75197	FAST SERVICE	CUSTOMER SERVICES	\$	320.00
24	75198	GRAINGER INC	REPAIRS/MAINTENANCE	\$	699.21
25	75199	INLAND EMPIRE UTILITIES AGENCY	WATER	\$	31,498.80
26	75200	INLAND WATER WORKS SUPPLY CO	REPAIRS/MAINTENANCE	\$	56.16
27	75201	LEGAL SHIELD	EMPLOYEES PAYMENTS	\$	659.75
28	75202	LIBERTY WORKS, LLC	OUTREACH PROGRAM	\$	8,253.68
29	75203	MCCALLS METERS INC	REPAIRS/MAINTENANCE	\$	350.00
30	75204	MCMASTER-CARR	REPAIRS/MAINTENANCE	\$	3,134.43
31	75205	MINUTEMAN PRESS OF RANCHO CUCA	OUTREACH PROGRAM	\$	814.30
32	75206	MV CHENG & ASSOCIATES INC	CONSULTANTS	\$	3,750.00
33	75207	NEOPOST USA INC	POSTAGE MACHINE MAINTENANCE	\$	304.92
34	75208	NETWORK	VEHICLES MAINTENANCE	\$	146.36
35	75209	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$	396.91
36	75210	PACK N MAIL	CUSTOMER SERVICES	\$	209.00
37	75211	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES / SHOP SUPPLIES	\$	1,477.52
38	75212	RED WING BUSINESS ADVANTAGE AC	SAFETY BOOTS-A OSORNIA	\$	200.00
39	75213	RIALTO WATER SERVICES	WATER/SEWER	\$	67.17
40	75214	RITE-WAY ROOF CORPORATION	CONTRACTOR LABOR	\$	82,508.55
41	75215	MATHIS GROUP: MATHIS & ASSOCIA	CONSULTANTS	\$	13,475.00
42	75216	TELEPHONE DOCTOR INC	CONSULTANTS	\$	8,725.39
43	75217	TESCO CONTROLS INC	REPAIRS/MAINTENANCE	\$	12,325.00
44	75218	TKE ENGINEERING INC	ENGINEERING SERVICES	\$	14,050.00
45	75219	USA BLUEBOOK	REPAIRS/MAINTENANCE	\$	954.94
46	75220	WATERTRAX USA	ANNUAL DUES	\$	12,465.24
47	75221	YO FIRE	REPAIRS/MAINTENANCE	\$	1,111.21
48	75222	ACEVEDO,RICARDO	CUSTOMER REFUND	\$	32.86
49	75223	ALVAREZ, KATIA E.	CUSTOMER REFUND	\$	74.40
50	75224	ALVAREZ, MOISES	CUSTOMER REFUND	\$	30.22
51	75225	ANDREWS, JUSTIN	CUSTOMER REFUND	\$	55.54
52	75226	ARMORED INVESTMENTS, LLC	CUSTOMER REFUND	\$	20.67
53	75227	BARCENAS, FERNANDO & ROSARIO	CUSTOMER REFUND	\$	16.16
54	75228	BERNEGOZZI,ROSANGELA	CUSTOMER REFUND	\$	39.37
55	75229	CARTER, CHERYL	CUSTOMER REFUND	\$	48.91
56	75230	CASCADE DRILLING	CUSTOMER REFUND	\$	1,215.47
57	75231	COLEMAN, DAVID	CUSTOMER REFUND	\$	57.82
58	75232	COMPLETE RE SERVICES, INC	CUSTOMER REFUND	\$	47.97
59	75233	CONTRERAS, CLAUDIA/GILBERTO P	CUSTOMER REFUND	\$	76.54
60	75234	CORR PRO CO	CUSTOMER REFUND	\$	188.95
61	75235	GENTILE, AMIE	CUSTOMER REFUND	\$	52.59
62	75236	GONZALEZ, JESUS	CUSTOMER REFUND	\$	22.21

**WEST VALLEY WATER DISTRICT**CASH DISBURSEMENT REPORT  
APRIL 2019

63	75237	GUZMAN, PAULA	CUSTOMER REFUND	\$	32.67
64	75238	HOBBS,ALETA	CUSTOMER REFUND	\$	36.68
65	75239	JAMES MCMINN INC.	CUSTOMER REFUND	\$	546.16
66	75240	JUAREZ, LETICIA	CUSTOMER REFUND	\$	41.72
67	75241	LEDESMA, ABIGAIL	CUSTOMER REFUND	\$	39.25
68	75242	LENNAR COMMUNITIES	CUSTOMER REFUND	\$	35.97
69	75243	LENNAR HOMES	CUSTOMER REFUND	\$	218.36
70	75244	LOPEZ, VERONICA A. & RENE	CUSTOMER REFUND	\$	83.89
71	75245	LOPEZ, ZOILA / ARTURO	CUSTOMER REFUND	\$	2.55
72	75246	MAZZRILLO, AARON	CUSTOMER REFUND	\$	77.97
73	75247	MILLS, KAREN	CUSTOMER REFUND	\$	59.55
74	75248	MIRANDA, GABRIELA	CUSTOMER REFUND	\$	8.69
75	75249	MONDONEDO, LUZVIMINDA	CUSTOMER REFUND	\$	55.69
76	75250	MONDRAGON, ROSARIO	CUSTOMER REFUND	\$	61.73
77	75251	MONTOYA, VICKY/STEVEN	CUSTOMER REFUND	\$	18.12
78	75252	NAVARRO, VICTOR	CUSTOMER REFUND	\$	28.72
79	75253	NULEVEL MANAGEMENT	CUSTOMER REFUND	\$	25.99
80	75254	PADILLA, RODOLFO/ HAYDEE	CUSTOMER REFUND	\$	35.81
81	75255	RODARTE,EDWARD	CUSTOMER REFUND	\$	85.38
82	75256	SHADY TRAILS COMMUNITY ASSOC.	CUSTOMER REFUND	\$	133.42
83	75257	TOOLE, ORA	CUSTOMER REFUND	\$	57.82
84	75258	VELASQUEZ, RAFAEL SR./ JOSEFIN	CUSTOMER REFUND	\$	127.10
85	75259	VINTAGE FLIP	CUSTOMER REFUND	\$	46.18
86	75260	WALKER, MILTON	CUSTOMER REFUND	\$	70.00
87	75261	DAVE NORMAN COMMONS	CONSULTANT	\$	1,485.00
88	75262	LIBERMAN BROADCASTING, INC	OUTREACH PROGRAM	\$	2,000.00
89	75263	VOID	VOID	\$	-
90	75264	ACWA /JPIA	MEDICAL/DENTAL/VISION/EAP	\$	159,401.53
91	75265	AQUA-METRIC SALES CO	INVENTORY / METERS & AMRS	\$	48,080.27
92	75266	AT&T	WTP / OFFICE & CIRCUIT LINES	\$	3,893.18
93	75267	AT&T LONG DISTANCE	OFFICE / WTP	\$	110.80
94	75268	CEMEX INC	SHOP SUPPLIES	\$	240.29
95	75269	CITY OF RIALTO	UUTAX	\$	37,139.09
96	75270	CORE & MAIN LP	INVENTORY	\$	9,588.87
97	75271	DAVID N M TURCH	CONSULTANT	\$	25,000.00
98	75272	ALAN DYER	MEDICARE PART B REIMBURSEMENT	\$	403.50
99	75273	JUNE DYER J	MEDICARE PART B REIMBURSEMENT	\$	406.50
100	75274	FONTANA UNION WATER CO	STOCK SHARE FEES	\$	2,491.00
101	75275	GRAINGER INC	REPAIRS/MAINTENANCE	\$	1,637.85
102	75276	HAAKER EQUIPMENT COMPANY	REPAIRS/MAINTENANCE	\$	250.43
103	75277	DIANA HANNA G	MEDICARE PART B REIMBURSEMENT	\$	406.50
104	75278	DONALD R HANNA	MEDICARE PART B REIMBURSEMENT	\$	406.50
105	75279	HUB CONSTRUCTION SPECIALTIES	REPAIRS/MAINTENANCE	\$	257.21
106	75280	LEON LONG	MEDICARE PART B REIMBURSEMENT	\$	406.50
107	75281	MARVALINE LONG	MEDICARE PART B REIMBURSEMENT	\$	406.50
108	75282	MCCROMETER INC	REPAIRS/MAINTENANCE	\$	2,993.89
109	75283	MCMASTER-CARR	REPAIRS/MAINTENANCE	\$	224.60
110	75284	MINUTEMAN PRESS OF RANCHO CUCA	OUTREACH PROGRAM	\$	25,855.02
111	75285	MUTUAL OF OMAHA INSURANCE COMP	DISABILITY & LIFE INSURANCE	\$	6,077.30
112	75286	OCCUPATIONAL HEALTH CENTERS	RECRUITMENT	\$	520.00
113	75287	DONALD D OLINGER	EXPENSE REIMBURSEMENT	\$	24.71
114	75288	JOYCE E PACE	MEDICARE PART B REIMBURSEMENT	\$	406.50
115	75289	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES / SHOP SUPPLIES	\$	150.00
116	75290	ROYAL INDUSTRIAL SOLUTIONS	REPAIRS/MAINTENANCE	\$	744.34
117	75291	SO CAL LOCKSMITH / MARY K DUNS	REPAIRS & MAINTENANCE	\$	174.97
118	75292	SO CALIFORNIA EDISON	BLF ELECTRIC	\$	136.17
119	75293	VARNER & BRANDT	LEGAL FEES	\$	4,354.41
120	75294	VERIZON WIRELESS PHONES	CELL PHONES	\$	5,696.30
121	75295	YO FIRE	REPAIRS/MAINTENANCE	\$	488.38
122	75296	CLASS'E PARTY RENTALS	OUTREACH PROGRAM	\$	11,495.05
123	75297	ALBERT A WEBB ASSOCIATES	ENGINEERING SERVICES	\$	1,015.00
124	75298	ASBCSD	SPECIAL DISTRICTS MEETING	\$	31.00
125	75299	BOOT BARN INC	SAFETY BOOTS-A NAVARRO/LEWIS/HILL/BECERRA	\$	608.48

**WEST VALLEY WATER DISTRICT**CASH DISBURSEMENT REPORT  
APRIL 2019

126	75300	CA-NV AWWA	G2 CERTIFICATION	\$	75.00
127	75301	CED CREDIT OFFICE	REPAIRS & MAINTENANCE	\$	325.39
128	75302	CLIFTON LARSON ALLEN	CONSULTANT	\$	7,500.00
129	75303	CSC ENGINEERING CONSTRUCTION	CONTRACTOR LABOR	\$	27,124.02
130	75304	GARDA CL WEST INC	ARMORED TRANSPORT SERVICES	\$	555.75
131	75305	GOVERNMENT FINANCE OFFICERS ASSOC	TRAINING-WASHINGTON	\$	175.00
132	75306	HEIDI HARPER	EXPENSE REIMBURSEMENT	\$	35.75
133	75307	INDUSTRIAL RUBBER & SUPPLY LLC	REPAIRS/MAINTENANCE	\$	943.00
134	75308	INLAND DESERT SECURITY	ANSWERING SERVICES	\$	967.00
135	75309	KENASTON FLOORING	COPY ROOM FLOOR	\$	3,162.00
136	75310	LARSON O BRIEN LLP	LEGAL FEES	\$	15,082.42
137	75311	LOWES	REPAIRS/MAINTENANCE	\$	308.63
138	75312	MCMASTER-CARR	REPAIRS/MAINTENANCE	\$	551.89
139	75313	MINUTEMAN PRESS OF RANCHO CUCA	OUTREACH PROGRAM	\$	32,084.84
140	75314	QUINN COMPANY	VEHICLES MAINTENANCE	\$	607.10
141	75315	RAINBOW ICES	OUTREACH PROGRAM	\$	712.50
142	75316	RED WING BUSINESS ADVANTAGE AC	SAFETY BOOTS-HIDALGO	\$	200.00
143	75317	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASES	\$	40.00
144	75318	SO CALIFORNIA EDISON	WTP ELECTRIC	\$	24,168.19
145	75319	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES	\$	1,125.68
146	75320	SUPERIOR TANK CO INC	CONTRACTOR LABOR	\$	12,627.10
147	75321	TYLER TECHNOLOGIES INC	COMPUTER SOFTWARE	\$	4,781.25
148	75322	UNIVAR USA INC	CHEMICALS	\$	2,569.84
149	75323	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	\$	1,486.93
150	75324	ROB KATHERMAN CONSULTING	CONSULTANT	\$	3,544.50
151	75325	VOID	VOID	\$	-
152	75326	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CA	\$	9,532.84
153	75327	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CA	\$	1,329.46
154	75328	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CA	\$	753.43
155	75329	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CA	\$	2,163.98
156	75330	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CA	\$	5,658.91
157	75331	VOID	VOID	\$	-
158	75332	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CA	\$	31,229.39
159	75333	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CA	\$	3,178.74
160	75334	AERO CINE PROS INC	CONSULTANTS	\$	2,200.00
161	75335	AMLIVOX SOUND SYSTMES, LLC	OUTREACH PROGRAM	\$	1,939.81
162	75336	CINTAS CORPORATION	JANITORIAL SERVICES	\$	328.11
163	75337	CITY OF RIALTO	PERMIT FEES	\$	240.00
164	75338	CITY OF RIALTO-ALARM PROGRAM	ALARM FEES	\$	511.40
165	75339	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	\$	319.90
166	75340	COUNTY CLERK	PERMIT FEES	\$	50.00
167	75341	DAVE NORMAN COMMONS	CONSULTANT	\$	359.23
168	75342	ELCO CONTRACTORS INC	CONTRACTOR LABOR	\$	83,292.70
169	75343	ELITE ROAD SERVICE & TIRE INC	VEHICLES REPAIR/MAINTENANCE	\$	2,204.04
170	75344	EXCHANGE CLUB OF FONTANA	CONTRACTED SERVICES	\$	5,000.00
171	75345	EXECUTIVE ENVIRONMENTAL SERVICE	CONSULTANTS	\$	412.50
172	75346	FONTANA CHAMBER OF COMMERCE	CONTRACTED SERVICES	\$	5,000.00
173	75347	GARDA CL WEST INC	ARMORED TRANSPORT SERVICES	\$	550.60
174	75348	SERGIO A GRANDA	EXPENSE REIMBURSEMENT	\$	1,657.57
175	75349	MATTHEW LEWIS	D4 CERTIFICATION	\$	130.00
176	75350	LIEBERT CASSIDY WHITMORE	WORKSHOP-BECKER	\$	35.00
177	75351	RONALD MURPHY	MEDICARE PART B REIMBURSEMENT	\$	406.50
178	75352	DONALD D OLINGER	EXPENSE REIMBURSEMENT	\$	37.24
179	75353	RAINTEK ENTERPRISES INC	CONSULTANTS	\$	17,490.00
180	75354	RATTLE TECH LLC	CONSULTANTS	\$	5,000.00
181	75355	CLIFFORD RAY	EXPENSE REIMBURSEMENT	\$	119.55
182	75356	RELIABLE DELIVERY SERVICE INC	STORAGE BIN RELOCATION	\$	924.00
183	75357	RIALTO WATER SERVICES	WATER/SEWER	\$	154.38
184	75358	AL ROBLES	D2 CERTIFICATION	\$	125.00
185	75359	SO CALIFORNIA EDISON	PUMPS ELECTRIC	\$	101,807.88
186	75360	THE GAS COMPANY	WTP GAS	\$	47.97
187	75361	TIME WARNER CABLE	CABLE/INTERNET	\$	110.88
188	75362	WATER SYSTEMS CONSULTING INC	WATER SUPPLY ASSESMENT	\$	230.00

**WEST VALLEY WATER DISTRICT**CASH DISBURSEMENT REPORT  
APRIL 2019**EFT PAYMENTS**

189	3551	ADVANTAGE BUSINESS FORMS INC	OFFICE SUPPLIES	\$	161.63
190	3552	AIR & HOSE SOURCE INC	REPAIRS/MAINTENANCE	\$	60.34
191	3553	ALL PRO ENTERPRISES INC.	JANITORIAL SERVICES	\$	2,937.42
192	3554	ARAMARK REFRESHMENT SERVICES	OFFICE SUPPLIES	\$	791.62
193	3555	ARROWHEAD UNITED WAY	EMPLOYEES PAYMENTS	\$	18.00
194	3556	CHANDLER ASSET MANAGEMENT	CONSULTANTS	\$	1,032.25
195	3557	DC FROST ASSOCIATES INC	REPAIRS/MAINTENANCE	\$	4,868.50
196	3558	DRAKE, LANCE W	SAFETY BOOTS	\$	200.00
197	3559	ENVIROGEN TECHNOLOGIES INC	FBR LABOR	\$	3,625.00
198	3560	FASTENAL COMPANY	REPAIRS/MAINTENANCE	\$	1,676.96
199	3561	GARDEN INTERIORS	GARDEN MAINTENANCE	\$	424.00
200	3562	HASA INC.	CHEMICALS	\$	2,226.19
201	3563	PR DIAMOND PRODUCTS INC.	VANDALISM REPAIRS	\$	445.00
202	3564	SHARP EXTERMINATOR COMPANY	DISTRICT MAINTENANCE	\$	185.00
203	3565	THERMO ELECTRON NORTH AMERICA	REPAIRS/MAINTENANCE	\$	1,553.33
204	3566	ULINE	METERS SHOP SUPPLIES	\$	489.27
205	3567	YOUNG, CLIFFORD	CALPERS LONG TERM CARE	\$	527.91
206	3568	AKEL ENGINEERING GROUP INC	ENGINEERING SERVICES	\$	1,390.00
207	3569	ARAIZA, ANTHONY W	MEDICARE PART B REIMBURSEMENT	\$	1,300.20
208	3570	ARAIZA, DIANA	MEDICARE PART B REIMBURSEMENT	\$	1,300.20
209	3571	ARAMARK REFRESHMENT SERVICES	OFFICE SUPPLIES	\$	384.56
210	3572	ASHWORTH, JOHN C	MEDICARE PART B REIMBURSEMENT	\$	447.30
211	3573	ASHWORTH, MARIADA L	MEDICARE PART B REIMBURSEMENT	\$	406.50
212	3574	DIAMOND ENVIRONMENTAL SERVICES	PORTABLE RESTROOM RENTAL	\$	3,280.00
213	3575	GETZ, BETTY	MEDICARE PART B REIMBURSEMENT	\$	406.50
214	3576	HALL, BARBARA A.	MEDICARE PART B REIMBURSEMENT	\$	406.50
215	3577	HARRINGTON INDUSTRIAL PLASTICS	REPAIRS/MAINTENANCE	\$	117.77
216	3578	INFOSEND INC	BILLING/POSTAGE	\$	1,703.02
217	3579	IRMSCHER, DAVID S	MEDICARE PART B REIMBURSEMENT	\$	812.70
218	3580	LOPEZ, ANTHONY P	EXPENSE REIMBURSEMENT	\$	90.00
219	3581	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR	\$	15,486.00
220	3582	SAFETY COMPLIANCE COMPANY	SAFETY TRAINING	\$	225.00
221	3583	SALLENDER, PAULETTE	MEDICARE PART B REIMBURSEMENT	\$	406.50
222	3584	SAMBA HOLDINGS INC	HR SERVICES	\$	97.50
223	3585	SANDER, THOMAS O	MEDICARE PART B REIMBURSEMENT	\$	406.50
224	3586	SPIK, LINDA M	MEDICARE PART B REIMBURSEMENT	\$	568.80
225	3587	WESTBROOK, LAURA	MEDICARE PART B REIMBURSEMENT	\$	406.50
226	3588	ADVANTAGE BUSINESS FORMS INC	OFFICE SUPPLIES	\$	48.49
227	3589	BERTOLINE, GINA E	EXPENSE REIMBURSEMENT	\$	36.01
228	3590	CLINICAL LAB OF SAN BERNARDINO	LAB FEES	\$	9,663.00
229	3591	CRB SECURITY SOLUTIONS	ALARM FEES/SECURITY	\$	2,071.76
230	3592	FASTENAL COMPANY	REPAIRS/MAINTENANCE	\$	391.14
231	3593	GOLD COAST ENVIRONMENTAL	REPAIRS/MAINTENANCE	\$	1,000.00
232	3594	HARRINGTON INDUSTRIAL PLASTICS	REPAIRS/MAINTENANCE	\$	238.84
233	3595	HASA INC.	CHEMICALS	\$	3,037.48
234	3596	INFOSEND INC	BILLING/POSTAGE	\$	14,673.98
235	3597	KRUEGER, WILLIAM E	EXPENSE REIMBURSEMENT	\$	169.00
236	3598	MCCALLS METERS INC	REPAIRS/MAINTENANCE	\$	1,266.41
237	3599	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR	\$	8,145.00
238	3600	REZES, CAROL A	MEDICARE PART B REIMBURSEMENT	\$	406.50
239	3601	SB VALLEY MUNICIPAL	BASELINE FEEDER PIPELINE COST SHARE	\$	6,638.94
240	3602	STEPHENSON, JON	EXPENSE REIMBURSEMENT	\$	1,625.62
241	3603	SUEZ WTS ANALYTICAL INSTRUMENT	REPAIRS/MAINTENANCE	\$	4,891.00
242	3604	THERMO ELECTRON NORTH AMERICA	REPAIRS/MAINTENANCE	\$	2,035.99
243	3605	UNDERGROUND SERVICE ALERT	USA FEES	\$	706.78
244	3606	UNIFIRST CORPORATION	JANITORIAL SERVICES/SUPPLIES /UNIFORMS	\$	2,133.80
245	3608	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	\$	79,771.30
246	3609	BLOUNT, MELISSA	EXPENSE REIMBURSEMENT	\$	150.15
247	3610	BRENNTAG PACIFIC INC	CHEMICALS	\$	15,734.54

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
APRIL 2019

248	3611	CALIFORNIA LANDSCAPE & DESIGN	LANDSCAPE SERVICES	\$	13,138.00
249	3612	CRB SECURITY SOLUTIONS	ALARM FEES/SECURITY	\$	6,564.88
250	3613	CURTIS, DEVI A	MEDICARE PART B REIMBURSEMENT	\$	568.80
251	3614	CURTIS, MITCHELL A	MEDICARE PART B REIMBURSEMENT	\$	568.80
252	3615	GENERAL PUMP COMPANY INC	REPAIRS/MAINTENANCE	\$	2,087.50
253	3616	GEOSCIENCE SUPPORT SVCS INC	ENGINEERING SERVICES	\$	28,597.60
254	3617	HARPER, HEIDI	EXPENSE REIMBURSEMENT	\$	54.64
255	3618	HARRINGTON INDUSTRIAL PLASTICS	REPAIRS/MAINTENANCE	\$	525.25
256	3619	VOID	VOID	\$	-
257	3620	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR	\$	323,450.75
258	3621	PG MECHANICAL	VEHICLE MAINTENANCE	\$	1,765.00
259	3622	PRUITT, BARBARA J	MEDICARE PART B REIMBURSEMENT	\$	406.50
260	3623	SIKORSKI, KENNETH	MEDICARE PART B REIMBURSEMENT	\$	406.50
261	3624	WARD, KRYSTAL	EXPENSE REIMBURSEMENT	\$	120.00
262	3625	WYLAND FOUNDATION	SPONSORSHIPS	\$	1,500.00
263	3626	ROB KATHERMAN CONSULTING	CONSULTANT	\$	5,108.50

<b>CHECKS TOTAL</b>	<b>\$ 1,049,758.19</b>
<b>EFT TOTAL</b>	<b>\$ 590,562.92</b>
<b>GRAND TOTAL</b>	<b><u>\$ 1,640,321.11</u></b>

**WEST VALLEY WATER DISTRICT  
PAYROLL GROSS WAGES  
FISCAL YEAR 2018 - 2019**

<b>Report Month</b>	<b>Description</b>	<b>From</b>	<b>To</b>	<b>Gross Wages Paid</b>
July 2018	Manual Check	06/15/18	07/05/18	5,319.95
July 2018	Pay Period #14	06/15/18	06/29/18	256,761.29
July 2018	Monthly Pay Period #7	06/01/18	06/30/18	7,203.00
July 2018	Pay Period #15	06/29/18	07/13/18	246,886.43
July 2018	Manual Check	07/13/18	07/19/18	3,332.45
Total for July 2018				519,503.12
August 2018	Pay Period #16	07/13/18	07/27/18	250,850.53
August 2018	Monthly Pay Period #8	07/01/18	07/31/18	6,321.00
August 2018	Manual Check	07/27/18	08/06/18	2,625.29
August 2018	Manual Check	07/27/18	08/10/18	27,441.77
August 2018	Pay Period #17	07/27/18	08/10/18	243,822.70
August 2018	Safety Celebration			3,650.00
August 2018	Pay Period #18	08/10/18	08/24/18	237,358.82
Total for August 2018				772,070.11
September 2018	Monthly Pay Period #9	08/01/18	08/31/18	6,762.00
September 2018	Pay Period #19	08/24/18	09/07/18	248,656.48
September 2018	Pay Period #20	09/07/18	09/21/18	243,379.26
Total for September 2018				498,797.74
October 2018	Monthly Pay Period #10	09/01/18	09/30/18	7,350.00
October 2018	Pay Period #21	09/21/18	10/05/18	248,781.81
October 2018	Manual Check	10/05/18	10/12/18	5,633.25
October 2018	Manual Check	10/05/18	10/18/18	2,982.02
October 2018	Pay Period #22	10/05/18	10/19/18	251,858.33
Total for October 2018				516,605.41
November 2018	Monthly Pay Period #11	10/01/18	10/31/18	7,188.30
November 2018	Pay Period #23	10/19/18	11/02/18	246,599.90
November 2018	Longevity and SLCO Pay			58,662.40
November 2018	Manual Check	10/19/18	11/16/18	6,556.32
November 2018	Pay Period #24	11/02/18	11/16/18	255,286.83
Total for November 2018				574,293.75
December 2018	Pay Period #25	11/16/18	11/30/18	252,617.38
December 2018	Monthly Pay Period #12	11/01/18	11/30/18	6,953.10
December 2018	Manual Check			-
December 2018	Pay Period #26	11/30/18	12/14/18	251,684.40
Total for December 2018				511,254.88
January 2019	Pay Period #1	12/14/18	12/28/18	265,765.10
January 2019	Monthly Pay Period #1	12/01/18	12/31/18	7,276.50
January 2019	Pay Period #2	12/28/18	01/11/19	268,970.48
January 2019	Pay Period #3	01/11/19	01/25/19	277,518.19
Total for January 2019				819,530.27

**WEST VALLEY WATER DISTRICT  
PAYROLL GROSS WAGES  
FISCAL YEAR 2018 - 2019**

<b>Report Month</b>	<b>Description</b>	<b>From</b>	<b>To</b>	<b>Gross Wages Paid</b>
February 2019	Monthly Pay Period #2	01/01/19	01/31/19	7,276.50
February 2019	Safety Celebration			3,750.00
February 2019	Pay Period #4	01/25/19	02/08/19	274,217.80
February 2019	Pay Period #5	02/08/19	02/22/19	272,881.89
	Total for February 2019			558,126.19
March 2019	Supplemental Payroll - Final Pay	02/22/19	03/08/19	20,300.25
March 2019	Monthly Pay Period #3	02/01/19	02/28/19	6,468.00
March 2019	Manual Check	02/22/19	03/08/19	6,052.00
March 2019	Manual Check	02/22/19	03/08/19	16,045.37
March 2019	Pay Period #6	02/22/19	03/08/19	266,570.29
March 2019	Pay Period #7	03/08/19	03/22/19	264,804.64
	Total for March 2019			580,240.55
April 2019	Manual Check	03/22/19	04/03/19	6,283.24
April 2019	Manual Check	03/22/19	04/04/19	3,246.78
April 2019	Monthly Pay Period #4	03/01/19	03/31/19	7,276.50
April 2019	Pay Period #8	03/23/19	04/05/19	266,176.79
April 2019	Manual Check	04/05/19	04/11/19	2,643.42
April 2019	Manual Check	04/05/19	04/16/19	2,632.20
April 2019	Manual Check		04/25/19	33,000.00
April 2019	Pay Period #9	04/05/19	04/19/19	283,362.96
April 2019	Supplemental	07/01/18	09/30/18	9,597.10
	Total for April 2019			614,218.99

**WEST VALLEY WATER DISTRICT  
EFT AND PAYROLL ITEMS  
APRIL 2019**

Date	Item	Check No. or EFT	Amount
04/03/19	Manual Check	8448	4,377.70
04/04/19	Manual Check	8449	2,843.58
04/04/19	Monthly Pay Period #4	none	-
04/11/19	Pay Period #8	8450-8455	9,877.13
04/11/19	Manual Check	8456	2,127.06
04/16/19	Manual Check	8457	2,404.51
04/25/19	Manual Check	8459	20,707.50
04/25/19	Pay Period #9	8460-8461	13,828.48
04/26/19	Supplemental - Union Negotiation	8467-8477	1,525.57
	<b>Total Checks</b>		<b>57,691.53</b>
04/03/19	Federal Tax Withheld Social Security & Medicare	EFT	1,926.54
04/03/19	State Tax Withheld	EFT	431.04
04/04/19	Federal Tax Withheld Social Security & Medicare	EFT	496.98
04/04/19	State Tax Withheld	EFT	32.47
04/04/19	Monthly Pay Period #4 Direct Deposits	EFT	6,344.80
04/04/19	Federal Tax Withheld Social Security & Medicare	EFT	1,439.89
04/04/19	State Tax Withheld	EFT	48.46
04/11/19	Pay Period #8 Direct Deposits	EFT	169,988.14
04/11/19	Federal Tax Withheld Social Security & Medicare	EFT	68,506.92
04/11/19	State Tax Withheld and State Disability Insurance	EFT	13,479.96
04/11/19	Lincoln Deferred Compensation Withheld	EFT	12,796.79
04/11/19	Lincoln - Employer Match Benefit	EFT	3,325.00
04/11/19	Lincoln - 401(a) Employer Match Benefit	EFT	192.50
04/11/19	Nationwide Deferred Compensation	EFT	1,984.20
04/11/19	Nationwide - Employer Match Benefit	EFT	450.00
04/11/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	23,822.45
04/11/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	13,768.09
04/11/19	California State Disbursement	EFT	1,207.46
04/11/19	Federal Tax Withheld Social Security & Medicare	EFT	588.74
04/11/19	State Tax Withheld	EFT	70.33
04/16/19	Federal Tax Withheld Social Security & Medicare	EFT	402.74
04/16/19	State Tax Withheld	EFT	26.32
04/25/19	Federal Tax Withheld Social Security & Medicare	EFT	12,309.00
04/25/19	State Tax Withheld	EFT	2,508.00

**WEST VALLEY WATER DISTRICT  
EFT AND PAYROLL ITEMS  
APRIL 2019**

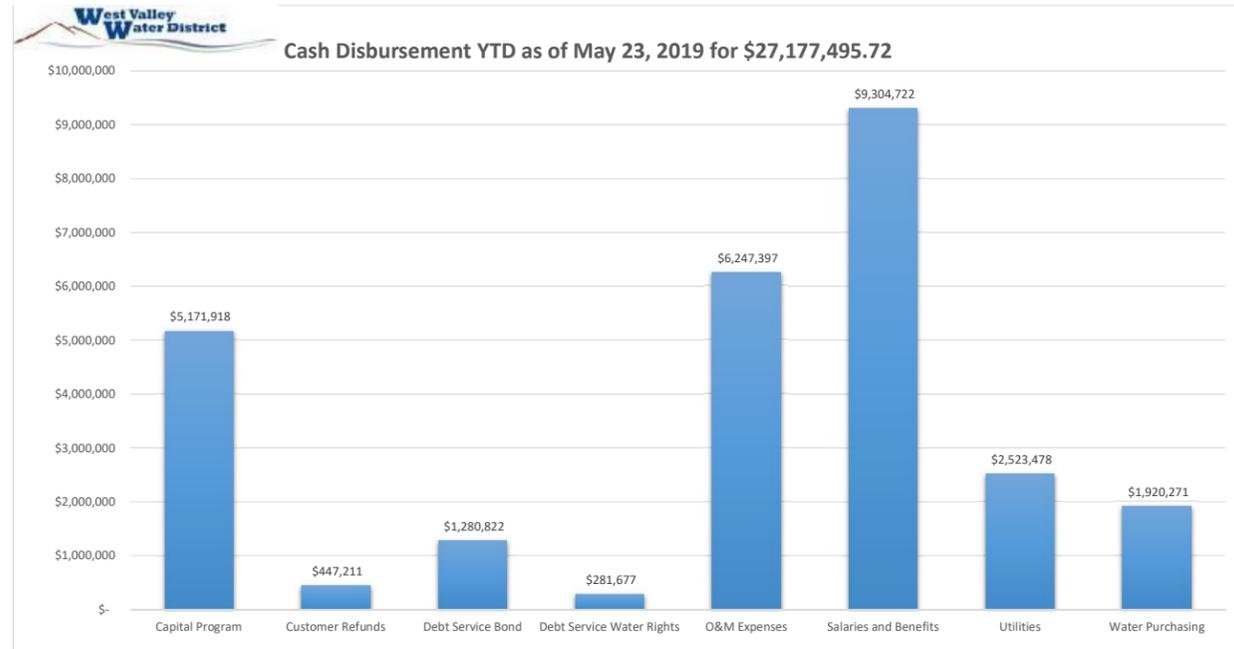
<b>Date</b>	<b>Item</b>	<b>Check No. or EFT</b>	<b>Amount</b>
04/25/19	Pay Period #9 Direct Deposits	EFT	179,296.47
04/25/19	Federal Tax Withheld Social Security & Medicare	EFT	72,654.63
04/25/19	State Tax Withheld and State Disability Insurance	EFT	14,368.13
04/25/19	Lincoln Deferred Compensation Withheld	EFT	12,842.38
04/25/19	Lincoln - Employer Match Benefit	EFT	3,325.00
04/25/19	Lincoln - 401(a) Employer Match Benefit	EFT	192.50
04/25/19	Nationwide Deferred Compensation	EFT	1,984.20
04/25/19	Nationwide - Employer Match Benefit	EFT	450.00
04/25/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	23,545.30
04/25/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	14,005.38
04/25/19	California State Disbursement	EFT	1,207.46
04/25/19	Supplemental - Union Negotiation Direct Deposits	EFT	4,345.61
04/26/19	Federal Tax Withheld Social Security & Medicare	EFT	3,533.19
04/26/19	State Tax Withheld	EFT	715.18
	<b>Total EFT</b>		<b><u>668,612.25</u></b>
	<b>Grand Total Payroll Cash</b>		<b><u>726,303.78</u></b>

Cash Disbursement Detail for Fiscal Year 2019

Category	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May (Partial Month)	Grand Total
Capital Program	553,417.91	685,406.92	414,809.41	329,293.06	506,655.88	560,511.16	421,776.89	426,746.88	563,046.86	601,135.34	109,118.15	5,171,918.46
Customer Refunds	18,960.86	126,886.00	54,770.67	116,938.47	22,315.35	3,634.70	71,693.36	5,000.41	18,838.89	4,139.10	4,032.78	447,210.59
Debt Service Bond			829,096.52						451,725.00			1,280,821.52
Debt Service Water Rights	26,794.07	26,794.07			80,382.21	26,794.07	53,588.14		13,736.19		53,588.14	281,676.89
O&M Expenses	626,673.80	550,328.96	505,684.91	628,275.41	528,611.95	654,938.19	598,101.32	508,474.48	575,515.17	679,724.26	391,068.98	6,247,397.43
Salaries and Benefits	1,086,219.59	1,073,782.52	753,817.45	788,060.44	836,342.61	798,551.31	1,186,105.83	887,630.75	829,925.06	908,294.10	155,992.44	9,304,722.10
Utilities	284,288.86	346,937.19	211,118.51	356,248.91	176,791.20	244,939.86	215,939.91	204,926.17	146,837.50	139,342.29	196,107.49	2,523,477.89
Water Purchasing	56,444.42	39,293.15	14,236.79	13,777.62	145,093.54	53,554.73	864,280.70	7,979.49	564,548.32	33,989.80	127,072.28	1,920,270.84
<b>Grand Total</b>	<b>2,652,799.51</b>	<b>2,849,428.81</b>	<b>2,783,534.26</b>	<b>2,232,593.91</b>	<b>2,296,192.74</b>	<b>2,342,924.02</b>	<b>3,411,486.15</b>	<b>2,040,758.18</b>	<b>3,164,172.99</b>	<b>2,366,624.89</b>	<b>1,036,980.26</b>	<b>27,177,495.72</b>

Cash Disbursement Detail for Fiscal Year 2019

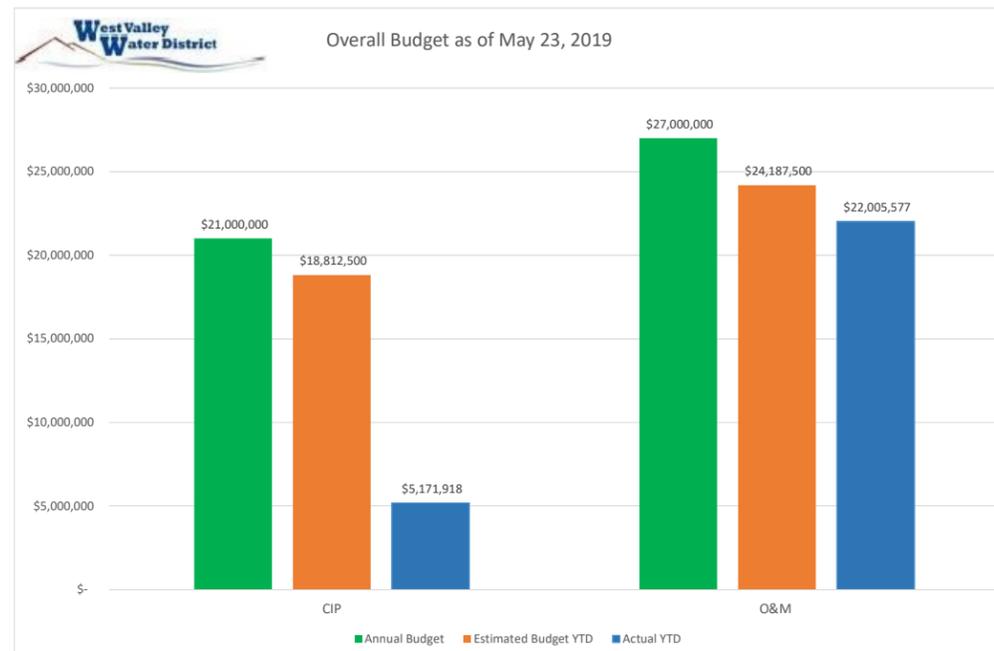
Category	Grand Total
Capital Program	\$ 5,171,918
Customer Refunds	\$ 447,211
Debt Service Bond	\$ 1,280,822
Debt Service Water Rights	\$ 281,677
O&M Expenses	\$ 6,247,397
Salaries and Benefits	\$ 9,304,722
Utilities	\$ 2,523,478
Water Purchasing	\$ 1,920,271
<b>Grand Total</b>	<b>\$ 27,177,496</b>



Annual Budget

	CIP	O&M
Annual Budget	\$ 21,000,000	\$ 27,000,000
Estimated Budget YTD	\$ 18,812,500	\$ 24,187,500
Actual YTD	\$ 5,171,918	\$ 22,005,577

10.75 mos.





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER LOGO PAINTING OF WATER TANK

---

**BACKGROUND:**

The West Valley Water District (“District”) has identified a need to paint the District’s logo on Reservoir 3A2 located at 855 W. Base Line Road. This water tank was built in 1996 with a storage capacity of 4.4 million gallons. The exterior tank was coated in 2014, which covered a tree mural installed in 1996 that was designed to blend into the surrounding landscape. The proposed logo shall be approximately 38 feet x 15 feet in size, on the northern side of the tank, where the logo would be seen from the intersection of Cactus Avenue and Base Line Road in Rialto.

**DISCUSSION:**

On April 1, 2019, a Request for Bids (“RFB”) was issued and publicly advertised on PlanetBids. Five (5) firms attended a pre-bid meeting and a job walk on April 10, 2019. Two (2) firms – West Coast Industrial Coatings, Inc. (“WCI”), and Vera’s Painting (“VSP”) – submitted bids to provide the specified services. Attached as **Exhibit A** is the RFB for Logo Painting of Water Tank.

The two bids were as follows:

West Coast Industrial Coatings, Inc.	Vera’s Painting
\$23,768.00	\$53,000.00

Attached as **Exhibit B** are the bids and photos of completed projects showcasing artwork submitted by WCI and VSP. At the April 10, 2019 Engineering, Operations and Planning Committee meeting, District staff was directed to evaluate the feasibility and cost to reproduce the original tree mural as shown on **Exhibit C**. After consulting with WCI, VSP, and AIC Coating Services, District staff has determined the budgetary estimate to reproduce the original tree mural is approximately \$100,000.00 from -20% to +25%.

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2018/19 Operating Budget and will be funded from Account Number 011-5210-522.43-05 titled “Repair & Maintenance/Structures/Facility” with a budget of \$91,291.00.

The District has complied with the District's purchasing policy regarding this item.

**STAFF RECOMMENDATION:**

The Engineering, Operations and Planning Committee recommends issuing a Purchase Order to West Coast Industrial Coatings, Inc. for Logo Painting of Water Tank.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

CM:jc

**ATTACHMENT(S):**

1. Exhibit A - RFB for Logo Painting of Water Tank
2. Exhibit B - WCI Bid and VSP Bid
3. Exhibit C - Photo of Original Tree Mural

**MEETING HISTORY:**

05/15/19      Engineering and Planning Committee REFERRED TO BOARD

# EXHIBIT A



## REQUEST FOR BIDS (RFB) Logo Painting of Water Tank

### INVITATION

The West Valley Water District (District) is seeking the services of an artist or painting contractor experienced in large seal and logo painting to furnish all labor, material and equipment, perform and complete all work required for painting District Logo on an existing 4.4 Million Gallon (MG) above ground water tank.

No bids shall be submitted on Planet Bids (PB) after **4:00 p.m. on Monday, April 22, 2019**. Late qualification documents will not be accepted.

Participating Contractors are to attend a mandatory job walk on April 10, 2019 at 9AM, at the District Headquarters. The address is 855 W. Base Line in Rialto, California.

During the RFB process, consultants shall direct all questions in Planet Bids. Responses to questions received five (5) days prior to the RFB deadline will not be available. If there is any revision to the RFB, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFB documents. Furthermore, all inquiries, addendums, questions, requests will be facilitated solely through Planet Bids.

**BACKGROUND**

West Valley Water District (“District”) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30000 of the Water Code) of the State of California. The District serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The District’s service area includes a large amount of undeveloped land which is described in various specific plans.

The District’s distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

**PROJECT DESCRIPTION**

The District intends to contract a qualified artist or paint contractor experienced in large seal and logo painting or similar projects and licensed to provide painting services in the State of California, who or which has relevant experience in California. The reservoir, Reservoir 3A2, is a 4.4 million gallon (MG) above ground water tank, which was built in 1996. The diameter of the tank is 180 feet and its height is 24 feet high. The exterior of the tank was coated in 2014. The existing finish coat on the tank is Tnemec Series 1095 Endura Shield, and the color is Devoe Desert Sand. The successful contractor shall paint a District logo, 38 feet x 15 feet in size, on the northeastern side of the tank, where the logo could be seen from the intersection of Cactus Avenue and Base Line Road in Rialto.

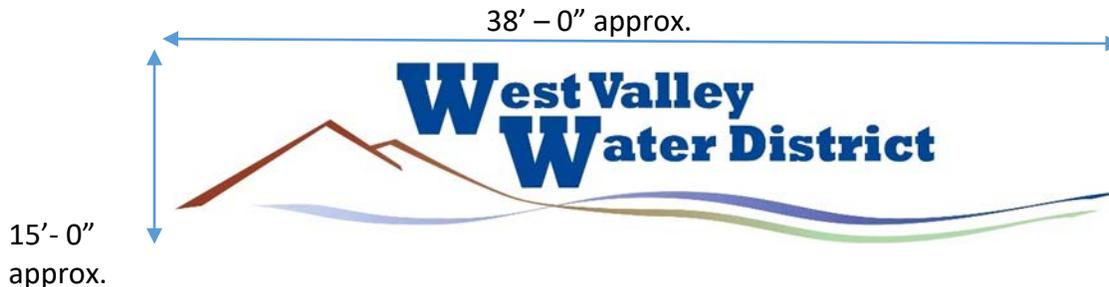
**SCHEDULE OF EVENTS**

4/2/2019	Issuance of Request for Bids
4/10/2019	Mandatory Job Walk at 9 AM
4/16/2019	Deadline for Written Questions
4/22/2019	Bids Due by 4:00 PM
5/18/2019	District Approval of Contract (est. date)
6/6/2019	Issuance of Notice-to-Proceed (est. date)

## SCOPE OF WORK

The work to be performed shall include furnishing all labor, equipment, tools, material and use of equipment necessary for the surface preparation and painting. The sketches or mock-ups must be submitted for approval in advance utilizing a simulated picture of the end product.

See District's logo below and expected measurement to be on the tank:



After submission and approval of sketches, the contractor shall paint the logo on the water tank. All materials, services, and work not specifically mentioned which are necessary in order to provide a complete project shall be included in the bid and shall conform to all local, state, county and federal requirements.

Contractor shall pressure wash (3,500 psi minimum) the logo area.

Contractor shall de-gloss the area to be painted with by sanding.

Contractor shall apply one or more coats as needed of Tnemec 1095 Urethane coating for logo.

Protect floors and all adjacent surfaces from smears, spatters and droppings. Use drop cloths to protect floors. Cover fixtures and mask off the area(s) as needed.

Protect all trees, flowers, grass and etc., from paint drops. Use plastic covers or drop cloths to protect.

**Any damage to the buildings, concrete, landscaping, etc. will be repaired by the contractor.**

**PHOTO**

Reservoir 3A2

**WARRANTY**

The contractor shall guarantee the labor for a period of no less than two (2) years and the materials for a period of no less than two (2) years.

**SAFETY**

In accordance with the requirements of the OSHA Regulation for Construction, the Contractor shall provide and require the use of personal protective and lifesaving equipment for all persons working in or about the project. All pertinent local, state, county and federal safety regulations shall be adhered to rigidly. All safety precautions noted on the manufacturers Product Data Sheet and Safety Data Sheet (SDS) shall be observed. SDS and Product Data Sheets for all paint, solvents and chemicals used shall be available on the job site at all times.

## **BID REQUIREMENTS**

Although the District requires no specific format, this section is intended to provide guidelines to the firm regarding features that the District will look for and expect to be included in the bid.

### **1. Content & Format**

The District requests that bids submitted be organized and presented in a neat and logical format and are relevant to these services. The contractors' bids shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received.

Bids should include the following:

- Transmittal/offer letter signed by an individual authorized to act on behalf of the Firm.
- Index/Table of Contents.
- Project Approach & Scope of Work
- References and Photos of Completed Projects Showcasing Artwork
- Costs (not-to-exceed rate)

## **GENERAL REQUIREMENTS**

### **1. Bids**

Bids must be submitted on blank forms prepared and furnished with this Request for Bids, for that purpose. Contractors may obtain copies of the specifications through the District's Planet Bids (PB) electronic bidding system. Only bids submitted in electronic format through the District's PB site will be accepted.

### **2. Prevailing Wages**

Contractors on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Government Code Section 12900 et. seq., California Labor Code Section 177.6 and implementing regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for 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 of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at <http://www.dir.ca.gov/oprl>. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called

to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

Pursuant to Section 1740 of the California Labor Code, contractors are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

### 3. Department of Industrial Relations Compliance

West Valley Water District requires all contractors/vendors to be registered with the State of California Department of Industrial Relations (DIR). This provision applies to all public works contracts in excess of \$15,000 or more. *Public Works* is defined as “construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds.” **All bidders or contractors must provide proof of registration with the DIR in their bids or the bid will be rejected.**

### 4. Workers Compensation Clause

The Contractor and its Subcontractor(s) shall comply with the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code.

### 5. Payment

Payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

### 6. Award and Execution

The award of contract, if made, will be made within thirty (30) calendar days from the date of the bid opening.

The Contractor shall execute the Agreement within fifteen (15) days from the date of the Notice of Award.

The Contractor shall receive the Notice to Proceed within ten (10) days from the date of the execution of the Agreement by the District and shall commence the maintenance work 10 days from the date of the Notice to Proceed. If at any time the Contractor fails to perform the scheduled work, the District shall be notified in writing of the reason why the work was not performed and an alternate date scheduled with District staff. If the Contractor fails to perform the scheduled maintenance for more than thirty days, they

will be notified in writing of the District's intent to terminate the contract.

The District hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the contract to the lowest responsible responsive bidder. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

## **7. Contractual Documents**

Contractual Documents, including specifications, may be downloaded through the District's Planet Bids (PB) System.

### **EVALUATION PROCESS AND SELECTION CRITERIA**

The District's evaluation and selection process is based upon meeting all requirements listed in the scope of work. The district reserves the right to award project to the lowest responsible responsive bidder.

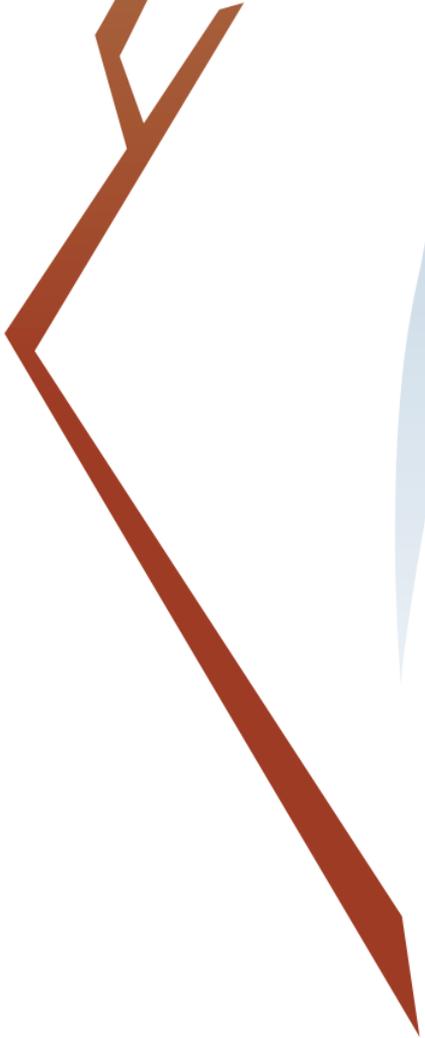
### **ATTACHMENTS**

Attachment A – Logo

Attachment B – Tnemec Product Data Sheet

# ATTACHMENT A

# West Valley Water District



# ATTACHEMENT B



# ENDURA-SHIELD® SERIES 1095

## PRODUCT PROFILE

**GENERIC DESCRIPTION** Aliphatic Acrylic Polyurethane

**COMMON USAGE** A user friendly, low VOC, aliphatic polyurethane coating that provides excellent color and gloss retention for exterior applications to steel, concrete and other miscellaneous substrates.

**COLORS** Refer to Tnemec Color Guide. **Note:** Certain colors may require multiple coats depending on method of application and finish coat color. When feasible, the preceding coat should be in the same color family, but noticeably different.

**FINISH** Semi-gloss

## COATING SYSTEM

**PRIMERS** **Steel:** Series 1, 20HS, FC20HS, 27WB, 66, 66HS, L69, L69F, N69, N69F, 90-97, 90G-1K97, 91-H<sub>2</sub>O, 94-H<sub>2</sub>O, 135, L140, L140F, N140, N140F, V140, V140F, 161, 161HS, 394, 1224  
**Galvanized Steel & Non-Ferrous Metal:** 66, 66HS, L69, L69F, N69, N69F, 161, 161HS  
**Concrete:** Series 27WB, 66, 66HS, L69, L69F, N69, N69F, L140, L140F, N140, N140F, V140, V140F, 161, 161HS, 1254  
**CMU:** Series 1254  
**Note:** The following maximum recoat times apply; Series L69F or L140F, 14 days; Series L69 or L140, 21 days; Series 1, 20HS, FC20HS, 27WB, 66, 66HS, N69, N69F, 135, N140, N140F, V140, V140F, 161, 161HS, 394, 1254, 30 days; Series 90-97, 91-H<sub>2</sub>O, 90G-1K97, 94-H<sub>2</sub>O, 60 days. Contact your Tnemec representative for specific recommendations.

## SURFACE PREPARATION

**ALL SURFACES** Must be clean, dry and free of oil, grease, chalk and other contaminants.

## TECHNICAL DATA

**VOLUME SOLIDS** 66.0 ± 2.0% (mixed) †

**RECOMMENDED DFT** 2.0 to 5.0 mils (51 to 127 microns) per coat. **Note:** Number of coats and thickness requirements will vary with substrate, application method and exposure.

**CURING TIME**

Temperature	To Touch	To Handle	To Recoat
75°F (24°C)	1-2 hours	9 hours	10-12 hours

To resist moisture: 8 hours. Curing time varies with surface temperature, air movement, humidity and film thickness.

**VOLATILE ORGANIC COMPOUNDS**

**Unthinned:** 0.72 lbs/gallon (87 grams/litre)  
**Thinned 15% (No. 10 Thinner):** 1.95 lbs/gallon (234 grams/litre)  
**Thinned 15% (No. 46 Thinner):** 0.80 lbs/gallon (96 grams/litre) †

**HAPS**

**Unthinned:** 0.00 lbs/gal solids  
**Thinned 15% (No. 10 Thinner):** 0.04 lbs/gal solids  
**Thinned 15% (No. 46 Thinner):** 0.09 lbs/gal solids

**THEORETICAL COVERAGE**

1,059 mil sq ft/gal (26.0 m<sup>2</sup>/L at 25 microns). See APPLICATION for coverage rates. †

**NUMBER OF COMPONENTS**

Two: Part A and Part B

**MIXING RATIO**

By volume: Four (Part A) to one (Part B)

**PACKAGING**

	PART A (Partially filled)	PART B (Partially filled)	Yield (Mixed)
Large Kit	6 gallon pail	1 gallon can	5 gallons (18.9L)
Small Kit	1 gallon can	1 quart can	1 gallon (3.79L)

**NET WEIGHT PER GALLON**

12.73 ± 0.25 lbs (5.77 ± .11 kg) †

**STORAGE TEMPERATURE**

Minimum 40°F (4°C) Maximum 110°F (43°C)

**TEMPERATURE RESISTANCE**

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

**SHELF LIFE**

Part A: 12 months; Part B: 12 months at recommended storage temperature.

**FLASH POINT - SETA**

Part A: 65°F (18°C) Part B: 40°F (4°C)

**HEALTH & SAFETY**

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Safety Data Sheet for important health and safety information prior to the use of this product.  
**Keep out of the reach of children.**

# ENDURA-SHIELD® | SERIES 1095

## APPLICATION

### COVERAGE RATES

#### Conventional Build (Spray, Brush or Roller)

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested	2.5 (65)	4.0 (100)	423 (39.3)
Minimum	2.0 (50)	3.0 (75)	529 (49.2)
Maximum	3.0 (75)	4.5 (115)	353 (32.8)

#### Hi-Build (Spray Only)

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested	4.0 (100)	6.0 (150)	265 (24.6)
Minimum	3.0 (75)	4.5 (115)	353 (32.7)
Maximum	5.0 (125)	7.5 (190)	212 (19.7)

**Note:** Coverage rates based on unthinned material. Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. †

### MIXING

Stir contents of the container marked Part A, making sure no pigment remains on the bottom. Add the contents of the container marked Part B to Part A **while under mechanical agitation**. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Caution: Part B is moisture-sensitive and will react with atmospheric moisture. Keep unused material tightly closed at all times. Do not reseal mixed material. An explosion hazard may be created.**

### THINNING

Thinning is required for proper application. Use No. 10 Thinner. For air spray, airless spray, brush or roller, thin up to 15% or 19 ounces (562 mL) per gallon. **Note:** In areas that require lower VOC, use No. 46 Thinner.

### POT LIFE

4 hours at 75°F (24°C)

### APPLICATION EQUIPMENT

#### Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	50-80 psi (3.4-5.5 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

#### Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.013"-0.017" (330-430 microns)	3000-3500 psi (206-241 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

**Roller:** Use 1/4" or 3/8" (6.4 mm or 9.5 mm) high quality synthetic woven nap roller cover. Do not use medium or long nap roller covers. Two coats are required to obtain dry film thickness above 3.0 mils (75 microns).

**Brush:** Recommended for small areas only. Use high quality natural or synthetic bristle brushes. Two coats are required to obtain recommended film thickness.

### SURFACE TEMPERATURE

Minimum 40°F (4°C) Maximum 120°F (49°C)  
The surface should be dry and at least 5°F (3°C) above the dew point.  
Cure time necessary to resist direct contact with moisture at a surface temperature of 75°F (24°C) is 8 hours.

### CLEANUP

Flush and clean all equipment immediately after use with xylene or MEK. Use Tnemec No. 74 Thinner when needed to comply with VOC regulations.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

# EXHIBIT B

West Valley Water District

Page 1

Logo Painting of Water Tank (Reservoir 3A2) (2019-06), bidding on April 22, 2019 4:00 PM (Pacific)

Printed 05/02/2019

**Bid Results****Bidder Details**

**Vendor Name** West Coast Industrial Coatings, Inc.  
**Address** 23232 Peralta Drive STE 106  
 Laguna Hills, CA 92653  
 United States

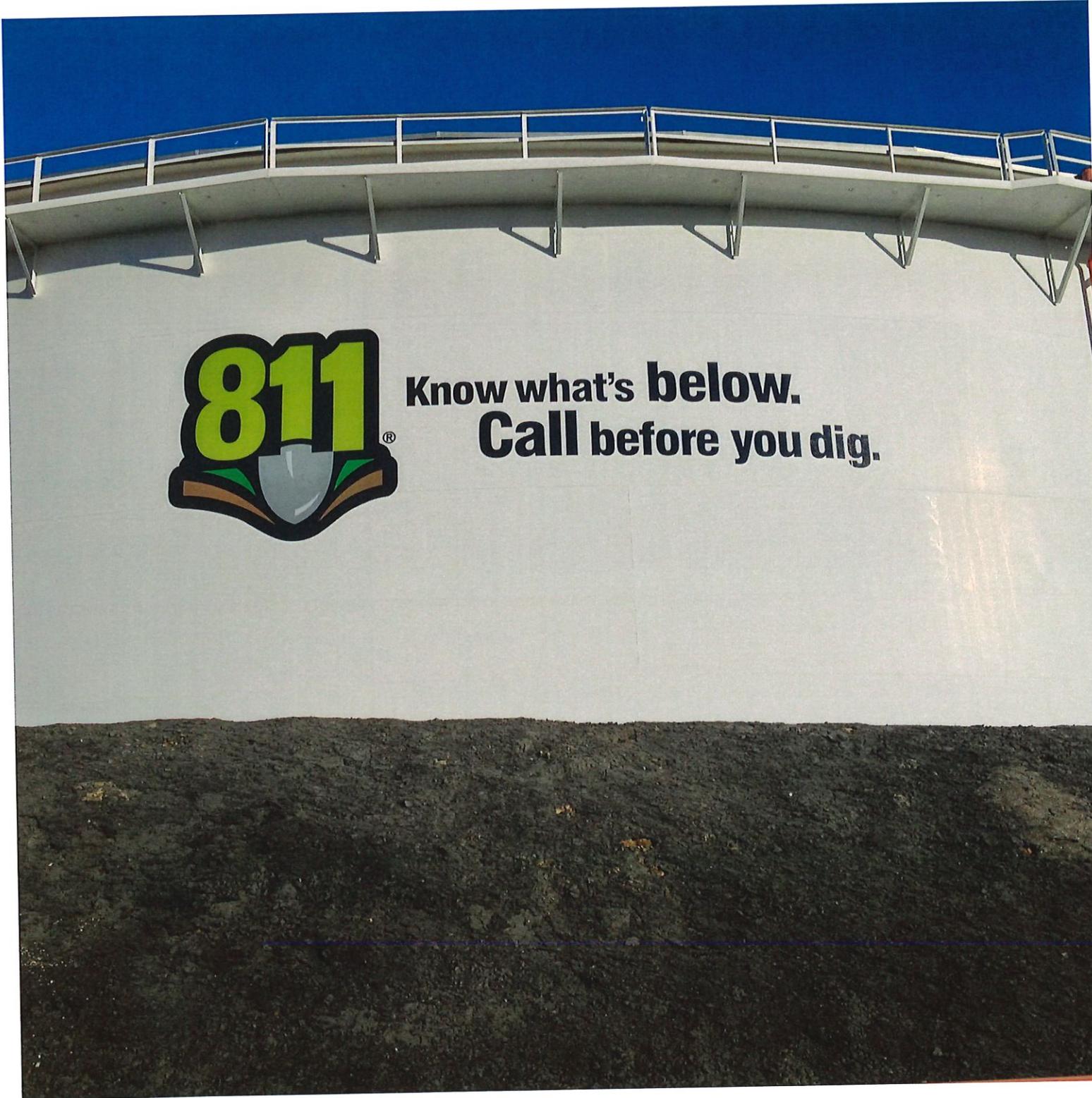
**Respondee** Robert Robles  
**Respondee Title** President  
**Phone** 949-455-2682 Ext.  
**Email** rrobles@wcicinc.com

**Vendor Type** CADIR  
**License #** 789328  
**CA DIR**

**Bid Detail****Bid Responsive****Line Items**

Num	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	<b>Section 1</b>					
1	Painting of Logo on Water Tank Cost	total	1	\$23,768.00	\$23,768.00	
				<b>Subtotal</b>	<b>\$23,768.00</b>	
				<b>Total</b>	<b>\$23,768.00</b>	





Know what's **below.**  
**Call** before you dig.





STATE OF CALIFORNIA  
**Contractors State License Board**

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**WEST COAST INDUSTRIAL COATINGS INC**

License Number 789328

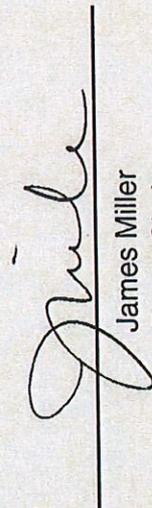
to engage in the business or act in the capacity of a contractor in the following classification(s):

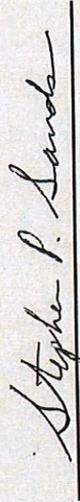
- C33 - PAINTING AND DECORATING
- A - GENERAL ENGINEERING CONTRACTOR
- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Witness my hand and seal this day,

October 28, 2011

**Issued January 3, 2001**

  
James Miller  
Board Chair

  
Stephen P. Sands  
Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
WEST COAST INDUSTRIAL COATINGS INC	1000032593	RIVERSIDE	HEMET	CSLB:789328	Active	06/06/2018	06/30/2019

Bond No. CSBA-10436

**BID BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
West Coast Industrial Coatings, Inc. \_\_\_\_\_, as Principal,  
and Argonaut Insurance Company \_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto the **WEST VALLEY WATER DISTRICT**, as Owner in the penal  
sum of

Ten Percent (10%) of Amount Bid  
for the payment of which, will and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns.

Signed this 16th day of April, 2019,

This Condition of the above obligation is such that whereas the Principal has submitted to the  
**WEST VALLEY WATER DISTRICT** a certain Bid, attached hereto and hereby made a part  
hereof to enter into a contract in writing for: \_\_\_\_\_  
Logo Painting of Water Tank

**NOW THEREFORE,**

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver, within fifteen (15) days after acceptance, a contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension. In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses

Sarah Hartman

PRINCIPAL: West Coast Industrial Coatings, Inc.

BY [Signature]

TITLE PRESIDENT

ATTEST (If Corporation):

By [Signature]

Title Safety Director

(Corporate Seal)

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

SURETY: Argonaut Insurance Company

By [Signature]  
Arturo Ayala

Title Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

**Any claims under this bond may be addressed to:**

(Name and Address of Surety)      Argonaut Insurance Company  
225 W. Washington St., 24th Floor  
Chicago, IL 60606

(Name and Address of Agent or  
representative in California, if  
different from above)      Commercial Surety Bond Agency  
1411 N. Batavia St., Suite 201  
Orange, CA 92867

(Telephone number of Surety and  
Agent or Representative in  
California)      (833) 820-9137 (Surety)      (714) 516-1232 (Agent)

### ACKNOWLEDGMENT

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

State of California  
County of Orange

On 4/16/2019 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

Bond No. CSBA-10436

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Daniel Huckabay, Shaunna Rozelle Ostrom, Arturo Ayala, Frank Morones

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 16th day of April, 2019.



James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

№ 08350

Amended  
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Argonaut Insurance Company

of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 31st day of December, 2006, I have hereunto set my hand and caused my official seal to be affixed this 13th day of December, 2006.



John Garamendi  
Insurance Commissioner

By Patricia K. Staggs

Patricia K. Staggs  
For Richard D. Baum Deputy  
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**BID**

Proposal of West Coast Industrial Coatings, INC, hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as (a corporation), (a partnership) or (an individual)

a corporation \*.  
To the WEST VALLEY WATER DISTRICT, hereinafter called "District":

In compliance with your Request for Proposal and Information for Bidders, Bidder hereby proposes to perform all work for the "Service Lateral Replacement" per attached Proposal in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated herein.

By submission of this Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within 30 calendar days thereafter.

Bidder agrees with the District that if the Project is not fully completed within said time, he will pay as liquidated damages, the sum of \$100 for each consecutive calendar day, and that this amount shall be presumed to be the amount of damages sustained by District in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

\* Select applicable one

RESPECTFULLY SUBMITTED:

M-D  
Signature

23232 Peralta Drive ste 106  
Laguna Hills, CA 92653  
Address

president  
Title

4.16.2019  
Date

789328  
Contractor's License No.

Class A IC-33  
Type of License

\_\_\_\_\_  
Federal I.D. No.

\_\_\_\_\_

(Seal – if Bid is by a corporation) ATTEST

\_\_\_\_\_

**CONTRACTOR'S LICENSING STATEMENT**

I, the undersigned Contractor, am aware of Business and Profession Code Section 7028.15 and understands the information shown below shall be included with the bid. Any bid not containing this information, or information is subsequently proven to be false shall be considered non-responsive and shall be rejected.

Name of Contractor West Coast Industrial Coatings, INC

Business Address 23232 Penita Drive ste.106  
Laguna Hills, CA 92653

Corporation organized under the laws of the State of California

State License No. 789328

State License Classification Class A/C-33

State License Expiration Date 1-31-2021

I certify under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

SIGNED 

TITLE President

DATE 4.16.2019

**CERTIFICATION**

Labor Code - Section 1861

I, the undersigned Bidder, am aware of the provisions of Section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I, will comply with such provisions before commencing the performance of the Work of this Contract.

BIDDER:

West Coast Industrial Coatings, INC  
Company Name

  
Signature of Authorized Representative

Robert Robles  
Name (Please Type)

President  
Title

**LISTING OF MANUFACTURERS**

The Contractor shall submit this sheet with his Bid, completed to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Project Manager. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer</u>
ENDURA-SHIELD SERIES 1095	TNEMEC
_____	_____
_____	_____
_____	_____
_____	_____

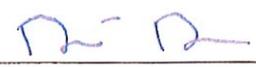
No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

**NON-COLLUSION AFFIDAVIT  
(PUBLIC CONTRACT CODE SECTION  
7106)**

This document is to be included, executed, and returned with bid.

Robert Robles, being first duly sworn, deposes and says that he or she  
is President (Title)  
of West Coast Industrial Coatings, INC,  
(Company Name)

the party making the foregoing Bid; that the Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

Signed:   
President  
Title

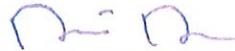
**CERTIFICATION OF  
NONDISCRIMINATION IN EMPLOYMENT**

The Bidder represents that he has (✓), has not ( ) participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has (✓), has not ( ) filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executives orders regarding non discrimination in employment will be demonstrated positively and aggressively.

**BIDDER:**

West Coast Industrial Coatings, INC  
Company Name



(Signature)

Robert Robles

(Type Name)

President

(Title)

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Section 4100 et. seq., of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below, the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (1/2) of one (1) percent of the total Bid, and the portion of the Work which will be done by each Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the Work in excess of one-half (1/2) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portions himself and he shall not be permitted to subcontract that portion of the Work except under conditions permitted by law.

Subletting or subcontracting of any portion of the Work as to which no Subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

<u>Trade</u>	<u>% of Work To Be Done</u>	<u>Subcontractor - Address</u>
N/A		

**Bid Results****Bidder Details**

**Vendor Name** Vera's Painting  
**Address** 22938 Mariano St.  
 Woodland Hills, CA 91367  
 United States  
  
**Respondee** Veronique Loizu  
**Respondee Title** Owner  
**Phone** 818-225-1800 Ext.  
**Email** lvpaint@outlook.com  
**Vendor Type** CADIR  
**License #** 977056  
 CA DIR

**Bid Detail**

**Bid Responsive**

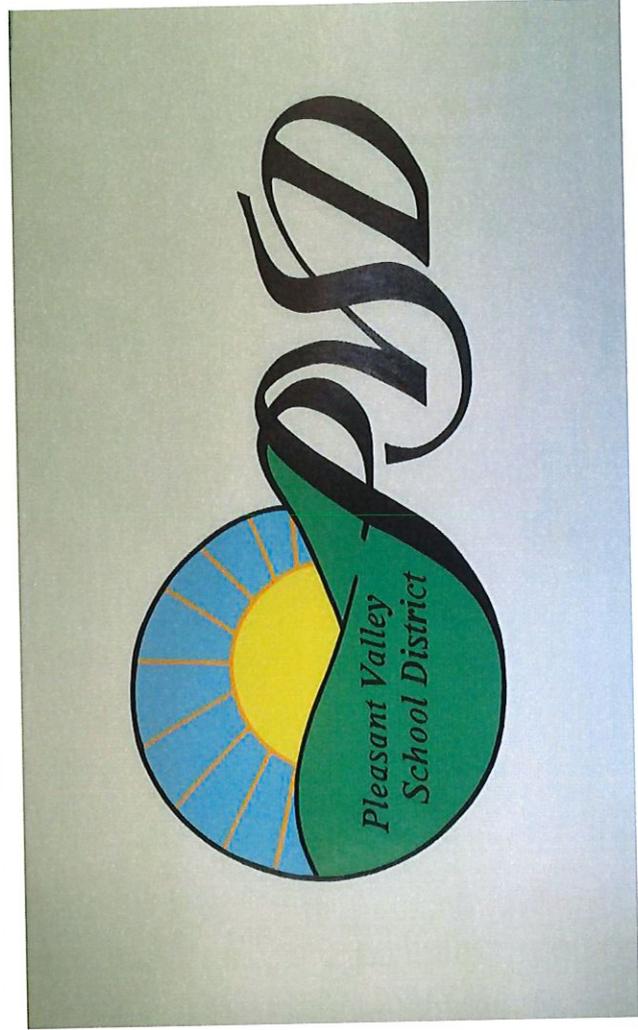
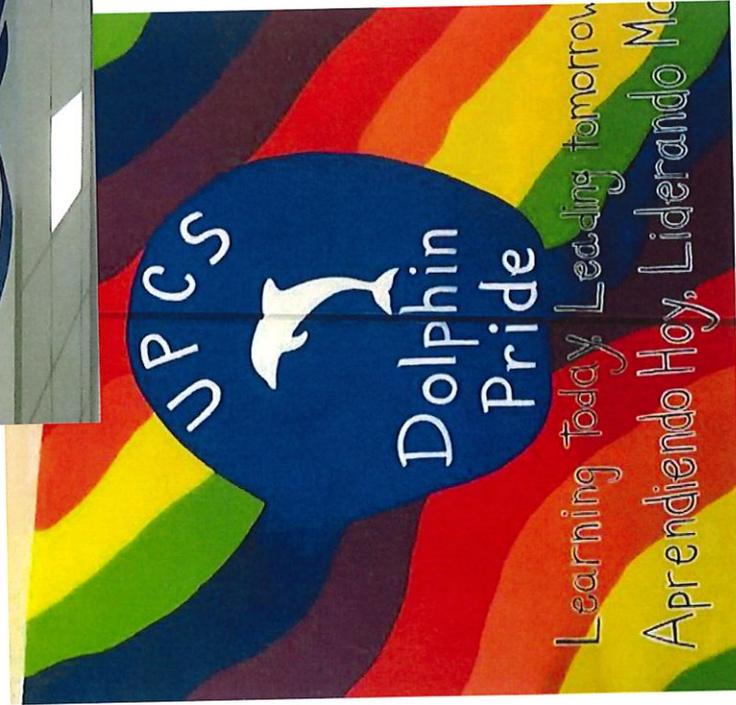
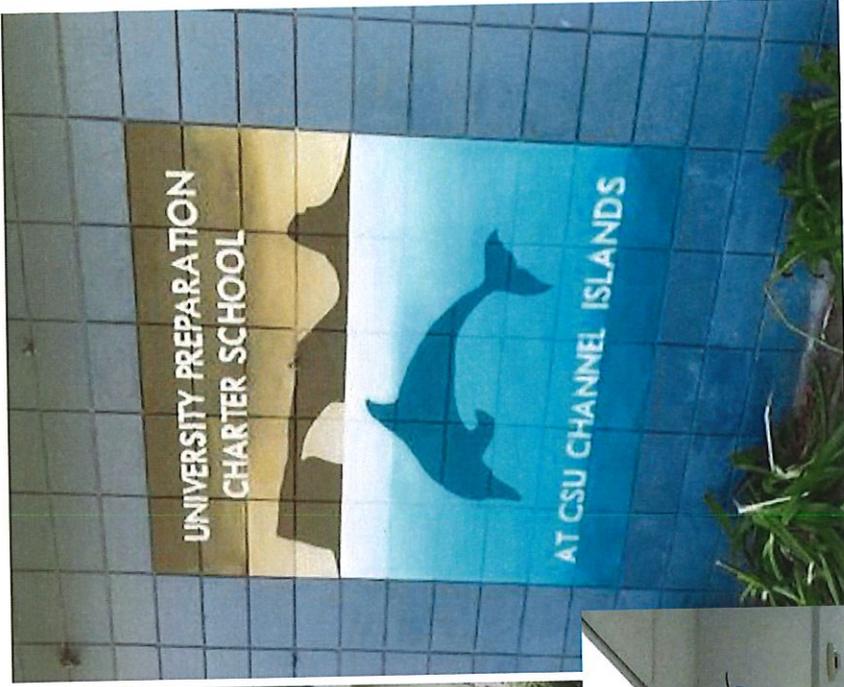
**Line Items**

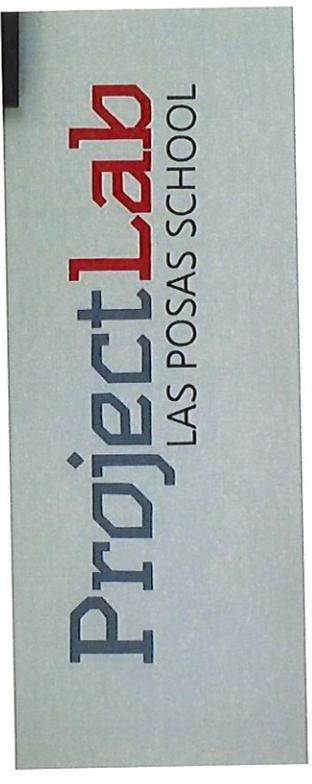
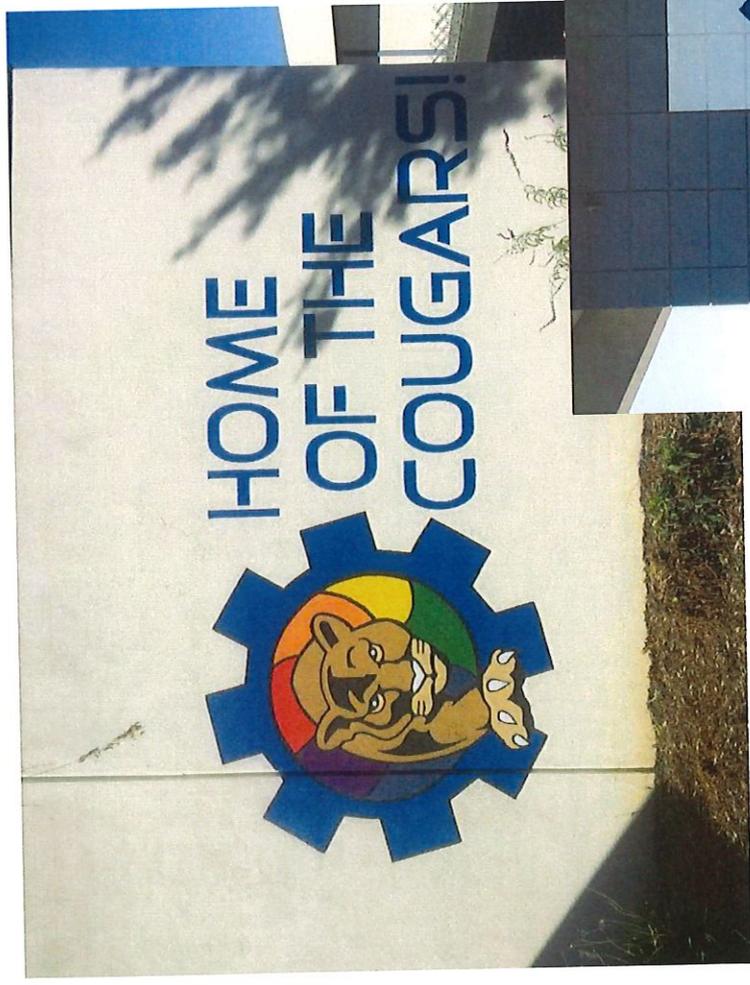
Num	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	<b>Section 1</b>					
1	Painting of Logo on Water Tank Cost	total	1	\$53,000.00	\$53,000.00	
				<b>Subtotal</b>	<b>\$53,000.00</b>	
				<b>Total</b>	<b>\$53,000.00</b>	

# Murals Done

By

Veronique Loizu





**Project : School Logo – Cougar Cub**

Project Location: 600 Temple St., Camarillo, CA 93010

Contract Value: \$33,000.00

Actual Completion: 08-04-2014

Original Completion: 08-08-2014

Owner: Pleasant Valley School District

Contact Name: Sandra Lovaas

Contact Phone: 805-445-8691

Contact Email: [slovaas@pvsd.k12.ca.us](mailto:slovaas@pvsd.k12.ca.us)

**Project: UNIVERSITY PREPARATION CHARTER SCHOOL AT CSU CHANNEL ISLANDS****Mural School Logos**

1099 Bedford Avenue

Camarillo CA, 93010

805-482-4608 – phone

805-512-8149 - fax

# EXHIBIT C

## Photo of Original Tree Mural





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER SOLE SOURCE PURCHASING PERCHLORATE ONLINE ANALYZER FOR THE FLUIDIZED BED BIOLOGICAL REACTOR (FBR) PLANT

---

**BACKGROUND:**

The Fluidized Bed Biological Reactor (FBR) Plant biologically treats water contaminated with nitrate and perchlorate via nitrate denitrification and perchlorate reduction to nitrogen gas, chloride ions, and carbon dioxide under steady state conditions and is a key source of the West Valley Water District's (District) domestic water supply in the southern service area. To ensure perchlorate breakthrough does not occur, this 2.9-million-gallon-a-day groundwater treatment plant monitors perchlorate levels continuously at the chlorine contact basin before pumping into a reservoir. District staff has identified a need to install a second set of analytical modules within the existing analyzer to improve water treatment plant reliability and uptime.

**DISCUSSION:**

The existing Dionex ICS-5000 perchlorate online analyzer (Dionex) consists of three modules, a sample steam selector module, a sample preparer module, and an analytical module. By installing a redundant set of analytical modules, this would eliminate the risk of emergency downtime and allow for proper scheduling of preventative maintenance. Thermo Fisher Scientific offers a 1-year warranty and is the sole manufacturer of Dionex and its' associated ion chromatography parts. Attached as **Exhibit A** is the Sole Source Justification Form.

Below is a cost summary:

<b>Thermo Fisher Scientific</b>	
<b>Description</b>	<b>Cost</b>
Add on of Second ICS-5000 Channel RFIC to Integral	\$31,232.44
Promotions/Discounts	-\$790.34
Sales Tax 7.75%	\$2,041.98
<b>Total Cost</b>	<b>\$32,484.08</b>

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2018/19 Operating Budget and will be funded from Account Number 011-5350-531.33-30 titled "Professional Services/Other Consultants" with a budget of \$85,000.00

The District has not put this item out for bid because this is a sole source item.

**STAFF RECOMMENDATION:**

The Board of Directors to approve the purchase of Perchlorate Online Analyzer for the Fluidized Bed Biological Reactor (FBR) Plant in the amount of \$32,484.08 from Thermo Fisher Scientific.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

CM:jc

**ATTACHMENT(S):**

1. Exhibit A - Sole Source Justification Form
2. Exhibit B - Sole Source Manufacturer Letter
3. Exhibit C - Pricing Quotation
4. Exhibit D - Dionex ICS-5000+ HPIC Capillary and Analytical Systems Brochure

**MEETING HISTORY:**

05/15/19      Engineering and Planning Committee REFERRED TO BOARD

# EXHIBIT A

## FBR & FXB Treatment Plant Perchlorate Online Analyzer.

### Sole Source Justification

**1. Why do we need to acquire the goods and services?**

Purchasing a second perchlorate analyzer to go within the FXB Dionex ICS 5000 would allow for greater flexibility and redundancy in case of emergencies. For example, with an additional system the FBR treatment plant would not need to shutdown when unforeseen upsets with analytical equipment occur.

**2. Why are the goods or services the only ones that can meet your needs?**

Dionex is the manufacturer of the ion chromatograph and the retrofit is only compatible with their equipment.

**3. Were alternative goods/services evaluated? If yes, why are those unacceptable?**

Dionex AS16 columns and module retrofit are produced exclusively from Thermo Fisher Scientific.

**4. What efforts were made to get the best price?**

Due to the large number of consumables we procure from Thermo Fisher Scientific, the supplier of Dionex IC equipment, we typically receive a 10% on consumables that we rebuy frequently. As this is a new component of the IC, if we place the order this quarter we'll get a 5% discount on the module.

**5. Why is price fair and reasonable?**

The price is fair given that they are the sole manufacturer of the components that we need. The added flexibility and redundancy will prevent periods where the FBR system does not deliver to the distribution system, thus improving the system throughput and efficiency.

**6. What impact is there if the sole source is not used?**

We won't have the resiliency that we need to keep the plant up and running as much as possible. Analytical determination of level perchlorate is taxing on the system and exhausts many of the components at a rapid pace. The redundancy of a separate system will prevent any downtime.

**Recommendation:**

Supervisor/Department Head Signature: Joanne Chan Date: 5/6/19

Supervisor/Department Head Print Name: Joanne Chan

General Manager Signature: Clarence C. Mansell, Jr. Date: 05/14/19

General Manager Print Name: Clarence C. Mansell, Jr.

# EXHIBIT B

# ThermoFisher SCIENTIFIC

May 3, 2019

West Vally Water District  
855 Base Line  
Rialto, CA 92376

Dear Ms. Brown,

Thermo Fisher Scientific is the sole source manufacturer of your Thermo Scientific ICS instrument. These instruments use a technologically advanced method to analyze and to identify unknown samples. Thermo Fisher Scientific is the only company certified to provide support, maintenance and upgrade services to ensure that your instrumentation, sampling accessories and software will continue to perform according to original manufacturing specifications.

Thermo Fisher Scientific is the sole source supplier and service provider for the ICS consumable parts and software(reference quote 21058591 part numbers 055378 and 055379).

The legal entity for your Thermo Scientific GC, HPLC, XR, ICS, IR, LC instrument is Thermo Electron North America LLC, which is a part of Thermo Fisher Scientific. Thermo Fisher Scientific is the world leader in analytical instruments complimented by the most comprehensive services portfolio in the industry. Our instrument solutions enable our customers to make the world a healthier, cleaner, and safer place. Our Life and Laboratory Sciences business provides analytical instruments, scientific equipment, and software solutions for life science, drug discovery, clinical, environmental, and industrial laboratories. We offer a unique combination of regulatory and applications consulting, asset management, product support services, educational services, and extensive aftermarket accessories and consumables.

We appreciate the opportunity to continue the valued service relationship with Company. If you have any questions regarding this information please call me at 608-273-6804.

Sincerely,



Robert Schaaf, Aftermarket Sales  
Thermo Fisher Scientific  
Tel: 1-608-273-6804  
Fax: 1-608-273-5029

Thermo Fisher Scientific 5225 Verona Rd. Madison, WI 53711

# EXHIBIT C

# Sales Quotation

2.5.c

Quote Number	Version	Quotation Date	Page
CPQ-00188174	1.00	May 6, 2019	1
Lead Time	Payment Terms	Freight Terms	Expiration Date
	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	June 30, 2019
Company Name		Customer Name	
West Valley Water District		Brian Grubert	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711  
  
 1400 Northpoint Parkway  
 West Palm Beach FL 33407

Customer Info:	
Customer Name:	Brian Grubert
Company Name:	West Valley Water District
Address:	855 W. Base Line Road P.O. Box 920 Rialto California 92377 United States
Phone:	(909) 875-1804
Email:	bgrubert@wwwd.org

Sales Contact Info:	
Contact Name:	Gabriel Mendez
Phone:	+1 (760) 583-7015
Email:	gabriel.mendez@thermofisher.com

### Add on of 2nd ICS-5000 channel RFIC to Integral

Item	Description	Unit Price	Qty	Discount	Total Price
1.3	079977 Analytical Iso Pump Upgrade, SP to DP Analytical Isocratic Pump Upgrade, SP to DP, ICS-5000+	\$10,801.84	1	\$324.06	\$10,477.78
1.1	075522 ASSY,DEGASSER,ANALYT,HP EG Degasser and Tubing (Analytical)	\$1,596.21	1	\$47.89	\$1,548.32
1.2	062510 ASSY,BTL,2L,ELUENT Bottle, 2 L, Plastic	\$211.88	1	\$6.36	\$205.52
1.4	075917 VALVE,6PORT,PK,RHEO,TITAN,6K,RoHS	\$2,236.42	1	\$67.09	\$2,169.33
1.5	062036 ASSY,TBG,MCR BORE,SYS2(BLU),DC DC Microbore Tubing Kit for Second Channel	\$446.93	1	\$13.41	\$433.52
1.6	062562 ASSY,HT EXCHGR,MB,DC Temperature Stabilizer, Microbore, 0.005 i.d.	\$383.10	1	\$11.49	\$371.61
1.7	064760 PROD,KIT,SPARES,MB,DC/TC DC Compartment Spare Parts Kit for Microbore Configuration	\$1,723.90	1	\$51.72	\$1,672.18
1.8	960708	\$0.01	3	\$0.00	\$0.03

# Sales Quotation

2.5.c

Quote Number	Version	Quotation Date	Page
CPQ-00188174	1.00	May 6, 2019	2
Lead Time	Payment Terms	Freight Terms	Expiration Date
	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	June 30, 2019
Company Name		Customer Name	
West Valley Water District		Brian Grubert	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC  
5225 Verona Road  
Madison WI 53711

1400 Northpoint Parkway  
West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Discount	Total Price
	CBL,3COND,LINE CORD,US,RoHS Power Cord US				
1.9	079829 CD Conductivity Detector, analyt., DC CD Conductivity Detector (analytical) and Integrated Cell The Conductivity Detector is microprocessor-controlled with digital signal processing which detects and resolves high and low concentrations of analytes in the same run. The detector is installed inside the DC module, minimizing tubing lengths and providing optimum thermal stability	\$3,632.24	1	\$108.97	\$3,523.27
1.10	055378 PROD,COL,IP,AS16,2X250MM The Dionex IonPac AS16 column is a high-capacity, hydroxide-selective, anion-exchange column optimized for the determination of polarizable anions including thiosulfate, iodide, thiocyanate, and perchlorate in a variety of sample matrices. This is the specified primary column in U.S. EPA Methods 314.1 and 332.0.	\$1,194.47	1	\$35.83	\$1,158.64
1.11	055379 PROD,COL,IP,AG16,2X50MM The Dionex IonPac AG16 guard column is optimized for use with the Dionex IonPac AS16 column.	\$396.21	1	\$11.89	\$384.32
1.12	088667 PROD,ADRS600,2MM	\$1,049.75	1	\$31.49	\$1,018.26
1.13	075778 Dionex EGC 500 KOH Cartridge Dionex™ EGC 500 KOH Potassium Hydroxide Eluent Generator Cartridge	\$1,516.62	1	\$45.50	\$1,471.12
1.14	088663 Dionex CR-CTC 600 Trap Column Dionex™ CR-CTC 600 Continuously Regenerated Cation Trap Column for Consumables Tracking enabled systems	\$1,155.19	1	\$34.66	\$1,120.53

Item	Description	Unit Price	Qty	Discount	Total Price
2.0	AAA-061796	\$670.40	1	\$0.00	\$670.40

# Sales Quotation

2.5.c

Quote Number	Version	Quotation Date	Page
CPQ-00188174	1.00	May 6, 2019	3
Lead Time	Payment Terms	Freight Terms	Expiration Date
	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	June 30, 2019
Company Name		Customer Name	
West Valley Water District		Brian Grubert	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711  
  
 1400 Northpoint Parkway  
 West Palm Beach FL 33407

ASSY,KIT,PM,DC/TC  
 DC Module PM Kit (Includes Instructions and Parts to rebuild One 6-Port Valve)

3.0	052682 ASSY,SAMPLE LOOP,1000UL,PK	\$123.25	1	\$0.00	\$123.25
4.0	701-054724 STD LABOR HOURLY RATE CHROM-IC &nbsp;	\$378.00	8	\$0.00	\$3,024.00
5.0	701-054728 STD ZONE 1 TRAVEL CHROM-IC &nbsp;	\$1,070.00	1	\$0.00	\$1,070.00

<b>Quote Subtotal:</b>	<b>\$31,232.44</b>
<b>Promotions / Discounts:</b>	<b>- \$790.34</b>
<b>Quote total less discounts:</b>	<b>\$30,442.10</b>
<b>Tax:</b>	<b>\$2,041.98</b>
<b>Quotation Totals:</b>	<b>\$32,484.08</b>

Taxes are estimated and are to be confirmed upon or at the time of purchase.

Competitive monthly payment options are available. For more information, please contact [financialservices@thermofisher.com](mailto:financialservices@thermofisher.com) or call (800) 986-9731 ext. 7.

1. **GENERAL.** Thermo Electron North America LLC ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products ("Products") and/or annual support plans ("Support Plan(s)") and billable services ("Technical Support") [Support Plans and Technical Support may be referred to collectively as "Services"] as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("Agreement"). Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected; and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counter offer by Seller and shall not constitute acceptance of any proposal by Buyer. Buyer's receipt of Products or Seller's commencement of Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Products and Services specified herein, which terms may not be altered in any way by Buyer's purchase order terms. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding upon Seller unless agreed in writing and signed by Seller. Seller's failure to object to additional or different terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and all such proposals contained in Buyer's order are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller or, if no price has been specified or quoted, will be Seller's standard prices in effect at the time of shipment of Products or delivery of Services. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions that are not part of Seller's original quotation. Unless otherwise stated in the quotation, the quoted rate for Technical Support includes Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions; except that Technical Support requested without at least seven (7) days advanced notification shall be subject to airfare charges in addition to the Standard Rate.

- (a) **Work Time** – shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates.
- (b) **Travel Time** – shall include the time spent by Seller's service personnel in traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Except as otherwise stated in the Services quotation, Travel Time will be invoiced per diem at the applicable Travel Zone rates in Seller's standard service list prices. Air travel and car hire related expenses will be charged in addition to the daily rate at cost plus a 10% administration fee.
- (c) **Standby Time** – shall include the time that Seller agrees in writing, at its sole discretion, to reserve its service personnel to be ready to perform work for the Buyer, whether on the job site or not, up to a maximum of 8 hours a day, between the hours of 8:00 a.m. and 5:00 p.m., local standard time on Saturdays, Sundays and holidays. Standby Time shall be paid for at the special rates quoted by Seller at the time of Buyer's request or, if none, at the current Double Time Rate; and Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.
- (d) **Standard Rate** – the Service rate quoted by Seller that shall be paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday (excluding Seller's holidays), between 8:00 a.m. and 5:00 p.m. local standard time.
- (e) **Overtime Rate** – if applicable for the quoted Services, the rate of one and a half times the Standard Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and

8:00 a.m. local standard time; but not exceeding sixteen (16) hours per day, Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16) hours. Overtime shall be billed in 30 minute blocks; or longer time blocks, if quoted by the Supplier.

- (f) **Double Time Rate** – the rate of twice the Standard Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Friday, and for all time on Saturdays, Sundays and holidays. Holidays shall be those observed by Seller.

3. **TAXES AND OTHER CHARGES.** Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of a Support Plan, upon shipment of Products or upon completion of Technical Support for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International Technical Support may require payment in advance. Buyer will grant a security interest in the Products sold under this Agreement until payment of the full purchase price to Seller in accordance with Article 9-103 of Uniform Commercial Code-Secured Transactions. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.

5.A. **PRODUCT DELIVERY.** All Products will be shipped to the destination specified by Buyer, FCA (INCOTERMS 2010) at OEM shipping point or Seller's distribution facility, as applicable, which will vary depending on Product type and availability and may include points outside the United States (U.S.) (inquire for specific shipping point information). Notwithstanding specified INCOTERMS, Seller shall select carrier on Buyer's behalf and Seller agrees to arrange transportation of Products to Buyer's destination, and to act as the importer of record on behalf of Buyer to clear the Products through U.S. customs. All freight, taxes, duties and insurance, if any, charges shall be prepaid and added to Buyer's invoice. Seller may, at its election, make partial shipments of the Products and invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part and/or terminate any Services, if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Seller's termination of Services will not relieve Buyer's obligation to pay all amounts due for Services provided by Seller prior to the termination date. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay.

5. B. **CANCELLATION OR CHANGES BY BUYER** If Buyer requests that Seller delay delivery of Products for any reason, Seller may place Products in storage at Buyer's risk and expense and for Buyer's account. Orders in process may be cancelled only with Seller's written consent and

upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller. Before returning any item, contact Seller's Order Administration Department for a Return Material Authorization (RMA) number at (800) 532-4752. Buyer may need to complete an RMA Form which includes a Hazard Free Form and/or Instrument Contamination Data Form. If authorized by Seller, Buyer must return items to Seller in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the item is lost or damaged in shipment. In addition, Seller reserves the right to charge the Buyer the list price for missing components or subassemblies when incomplete items are returned to Seller. Authorized returns of any unused items which are free from material defects to Seller, in its sole discretion, may be subject to a twenty percent (20%) restocking charge.

Requests by Buyer to delay, postpone or suspend on-site Services, due to no fault of Seller, shall be subject to Seller's ability to recall its service representatives and to cancel and/or reschedule of any of their travel arrangements; and provided that, Buyer pays any and all additional costs (including, Travel Time and expenses) incurred by Seller as a result of the Services being postponed or suspended by Buyer. Cancellation of scheduled Services may be subject to a cancellation fee of twenty percent (20%) if Seller is notified less than 7 business days prior to the scheduled date of service.

6. **DELIVERY OF SERVICES.** Except as otherwise stated on the face hereof, all Services will be provided by Seller or its agent between the hours of 8:00 a.m. and 5:00 p.m. local standard time, Monday through Friday, excluding Seller's holidays, either at Seller's principal offices or, at Seller's option, at Buyer's installation address. If Seller advises Buyer that Services should be performed at Seller's facility, Buyer will properly package the Products to prevent damage, clearly mark the RMA number on the outer packaging, and ship it, via postage/freight prepaid, to the address set forth on the face hereof or such different address as Seller may from time to time provide to Buyer. After Seller completes the Services, or has made a determination that the products are beyond repair, Seller may, at its option, either advise Buyer to scrap the Products or to have the Products shipped, postage/freight prepaid, back to Buyer's installation address stated on the quotation, or to such other address as Buyer requests. In the event Buyer requires expedited delivery, such delivery will be made at Buyer's expense. If Seller advises Buyer that Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring Services; and subject to compliance with Buyer's reasonable security requirements, will allow Seller free access to all relevant equipment, documentation and records. In addition, Buyer will cooperate with Seller's efforts to perform the Services and will provide such additional assistance as Seller may reasonably request. At the completion of the Services, Seller's representatives will provide Buyer with a field service report on which will be indicated the number of hours spent and the materials used in completing the work. Buyer's signature on the field service report will signify approval of the information in the report and Seller's satisfactory completion of the Services. If Buyer does not sign the report or provide written objection within five (5) business days after receipt, then the report will be deemed unequivocally approved and accepted by Buyer.

7. **TITLE AND RISK OF LOSS.** Notwithstanding the transport terms indicated above, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier at the time and place of shipment; provided, however, that title to any software incorporated within or forming a part of the Products will at all times remain with Seller or the licensor(s) thereof, as the case may be. All risk of loss or damage to Buyer's products being transported for Services shall remain with Buyer during shipment to and from the Buyer's site and during Seller's performance of Services hereunder.

8. **WARRANTIES.** Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "**Warranty Period**"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with the Delivery clause of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for Technical Support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at

Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

#### 9. INDEMNIFICATION.

9.1 By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("**Indemnified Items**") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of Services at Buyer's premises under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (u) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (v) by any third party, (w) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (x) Seller's compliance with Buyer's designs, specifications or instructions, (y) use of the Product in an application or environment for which it was not designed, or (z) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

9.2 By Buyer. Buyer will indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder (i.e., firmware), Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software licensed hereunder solely for Buyer's own internal business purposes on its hardware Products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware Products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, to immediately stop using all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller or may be stand-alone software products, which Buyer hereby agrees are subject to a separate browse-wrap, shrink-wrap or click-thru end user license agreement (EULA). Accordingly, the warranty and indemnification provisions herein do not apply to such software, which are exclusively provided in the applicable EULA.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS

OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. **EXPORT RESTRICTIONS.** Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

13. **SUPPORT PLAN TERMS AND CONDITIONS.**

A. **General.** In the event Buyer purchases a Support Plan from Seller under this Agreement, Seller agrees to maintain and/or repair those Products or instruments identified on the face hereof as covered under a Support Plan ("**Covered Equipment**") in a manner consistent with the specifications and entitlements included in the purchased Support Plan as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's Depot Repair locations and are purchased separate from the original Product Warranty above (the "**Support Service(s)**"). The Support Services will only be valid for Covered Equipment within the Region covered by the Plan (e.g. 48 contiguous U.S.), Monday through Friday (excluding Seller's holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("**Normal Hours**") during the term of the Agreement. The Covered Equipment must be operated according to the manufacturer's supplied instructions, including without limitation the Operator's Manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or for services not included in the Support Plan will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the exclusive right to determine the assignment of its employees in the performance of Support Services.

B. **Term.** (a) The Support Plan will begin and remain effective for the period of time stated on the face hereof ("**Term**"). To renew the Support Plan, Buyer must sign a Renewal Service Agreement accompanied by a purchase order prior to the expiration of the current Term ("**Renewal**"), which shall also be subject to the terms and conditions of this Agreement. Either party may terminate a Support Plan for any/no reason by providing at least thirty (30) days written notice to the other party. Seller will use commercially reasonable efforts to stop work and to incur no additional expenses. Regardless, if a Support Plan is cancelled, Seller will charge Buyer for the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under the underlying Support Plan from its effective date until the cancellation date or the prorated price of the underlying Support Plan from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Support Plan. In the event Buyer prepaid the Support Plan fees in full and a credit

balance exists for the underlying Support Plan, Seller will provide a credit or refund the amount remaining to Buyer.

C. **Pricing and Pricing Assumptions.** Except as otherwise agreed in writing, the annual charge for each Renewal will be Thermo Fisher's standard support plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

D. **Parts and Consumables:** The Support Plan level defines when and if the cost of parts is included under the Support Plan. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Support Plan.

E. **Key Operator:** Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or Owner's Manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

F. **Equipment Modification:** Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Support Plan. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

G. **Support Services Warranty:** Seller's sole obligation under any Support Plan is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Support Plan purchased by Buyer hereunder. SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

I. **Support Plan Exclusions:** The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

(a) Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts: (i) Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter; (ii) Force Majeure events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters; (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (iv) Repairs, maintenance, or modifications made by anyone other than Seller's

- trained personnel or without Seller's supervision and/or approval; and
- (v) Relocation and reinstallation of Covered Equipment are not covered under the Support Plan; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.
- (b) Maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage;
- (c) Servicing of material or instruments manufactured by anyone other than Seller, including third-party material or instruments purchased for engineering specials;
- (d) Beta-site support;
- (e) Service calls made to train operators; and/or
- (f) Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity, vibration, dust, etc.) or site computer/data network problems or integrity.

J. **Buyer Responsibilities:** Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller to use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services. Buyer is solely responsible for the procurement, installation, maintenance and fees associated with all third party communication equipment and media as needed for the performance of Support Service under the Support Plan including, but not limited to, telephone and equipment for remote transmission of data.

14. **INSURANCE.** For the Term of a Support Plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated B+ or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of US\$1,000,000 (one million), (c) Automobile liability of US\$2,000,000 (two million) and (d) Umbrella coverage of US\$5,000,000 (five million). No policy will include a waiver of subrogation. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein.

15. **MEDICARE/MEDICAID REPORTING REQUIREMENTS.** If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer may make written request for additional information from Seller as needed to satisfy Buyer's reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

16. **MISCELLANEOUS.** (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the County of Suffolk, Massachusetts U.S.A. for any action arising out of or relating to this Agreement. Each party hereby waives any other venue to which it may

be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, software and/or Services, they are not approved medical devices and are intended by Seller to be for "Research Use Only" as defined by the U.S. Food and Drug Administration regulations and is not to be used for any illegal or unapproved regulatory purposes, including without limitation, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (g) Seller agrees not to knowingly disclose any confidential information or data obtained by it during the performance of Services when such information or data is clearly identified in writing by Buyer as confidential. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. The parties agree to keep such information confidential and not disclose each other's confidential information to any third party for one (1) year hereafter, and to use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder must be in writing and shall be deemed received when personally delivered, upon delivery by any internationally recognized carrier such as Federal Express or similar overnight delivery service, or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (i) Seller may, in its sole discretion, provide (I) applicable Product training to Buyer or its employees, or (II) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees to distribute any such samples to patients for patient use or, if not so distributed, to return them to Seller. Buyer may not use the samples to provide care to patients and must not bill any patients or third party payers when Buyer dispenses the samples. (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended) or the requirements, as amended, of the Customs-Trade Partnership Against Terrorism; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any Products or Services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or reperform, any Products or Services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any

business with any person or in any geography or market; and/or or any waiver by Seller of any right to enforce any of the terms hereof).

# Purchase Order - Submission Details

2.5.c

Quote Number	Version	Quotation Date	Page
CPQ-00188174	1.00	May 6, 2019	10
Lead Time	Payment Terms		Expiration Date
	NET 30 DAYS UPON INVOICE DATE		June 30, 2019
Inco Terms 1	Inco Terms 2	Shipping Method	
Origin - Prepay And Add		Fed Ex Ground	
See below			

Thermo Electron North America LLC  
5225 Verona Road  
Madison WI 53711

1400 Northpoint Parkway  
West Palm Beach FL 33407

**To place your order and expedite shipment, please 1) sign and date the last page of this document; and 2) fax or e-mail it along with your Purchase Order to one of the addresses below.**

Please note-all Purchase Orders must show the vendor name of Thermo Electron North America LLC

Thermo Electron North America LLC  
5225 Verona Road  
Madison WI 53711

or

Thermo Electron North America LLC  
1400 Northpoint Parkway  
West Palm Beach FL 33407

**Complete System Orders:**

Fax: 412-200-6542  
e-mail: [usmadorderprocessing@thermofisher.com](mailto:usmadorderprocessing@thermofisher.com)

**Parts or Service Orders:**

Fax: 877-680-2565  
e-mail: [USMAD.ServiceOE.PO@thermofisher.com](mailto:USMAD.ServiceOE.PO@thermofisher.com)

**Notes:**

- Items marked with an asterisk (\*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state and local taxes in addition to the price stated on this quotation.
- Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.
- All prices are quoted in USD.

# Purchase Order - Submission Details

2.5.c

Quote Number	Version	Quotation Date	Page
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Origin - Prepay And Add		Fed Ex Ground	
See below			

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711  
  
 1400 Northpoint Parkway  
 West Palm Beach FL 33407

Each of the duly authorized representatives of Buyer and of Seller, respectively, execute this agreement to buy and sell the products and services listed herein with the express intent to be bound by the Terms and Conditions of Sale for Products and Services included herein as the sole and exclusive terms of the agreement.

BUYER

SELLER

By:

By:

Print Name:

Print Name:

Print Title:

Print Title:

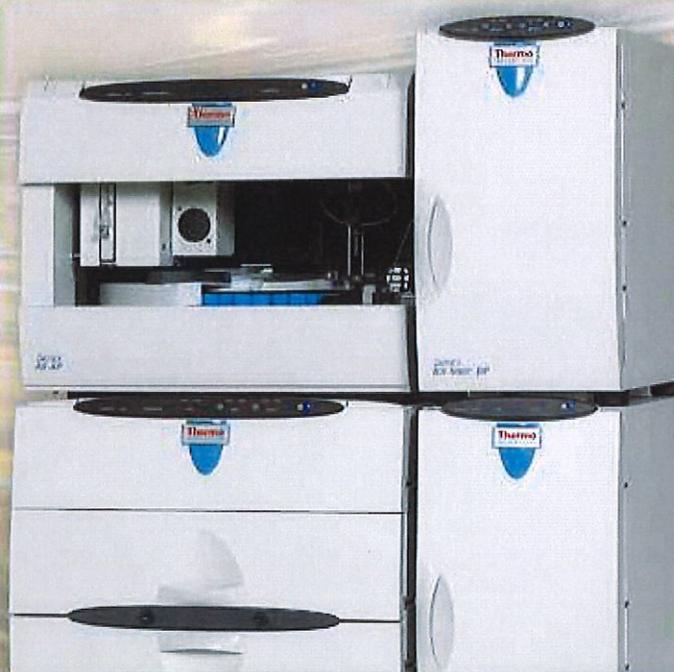
Date:

Date:

\_\_\_\_\_ Initial here to indicate Buyer's agreement to automatically apply Seller's Standard Terms and Conditions of Sale for Products and Services to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for \_\_\_\_\_ (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

# EXHIBIT D

**Thermo Scientific Dionex ICS-5000<sup>+</sup> HPIC**  
Capillary and Analytical System



---

**High resolution, fast analysis**  
**high-pressure**  
**ion chromatography**

**Thermo**  
SCIENTIFIC

## The latest evolution of ion chromatography

### The Dionex ICS-5000<sup>+</sup> HPIC: The World's First High-Pressure Reagent- Free Ion Chromatography System

Developed for flexibility, modularity, and ease-of-use, the Dionex ICS-5000<sup>+</sup> HPIC™ system combines the highest chromatographic resolution with convenience. The Dionex ICS-5000<sup>+</sup> HPIC system brings a new level of resolution and speed to ion chromatography analysis with high operating pressures.

- Continuous operation up to 5000 psi when configured as a Reagent-Free™ (RFIC™) system
- Increased productivity with fast run times without compromising resolution
- Improved separations and higher resolution with small-particle columns
- Unmatched application range with standard bore, microbore and capillary formats
- Outstanding flexibility and configurability with single and dual systems, wide range of detector options, and IC x IC (2D-IC) formats

#### Did You Know?

RFIC systems use deionized water to electrolytically generate precise eluent concentrations, and to regenerate suppressors, trap columns, and carbonate removal devices. This improves reproducibility, reduces labor, and limits contamination.

### Application Range for the Dionex ICS-5000<sup>+</sup> System

Format	Capillary	Microbore	Standard Bore
Flow Rate Range	0.001–0.100 mL/min in 0.1 µL/min increments Typical range: 5–20 µL/min	0.001–10.000 mL/min in 0.001 mL/min increments Typical range: 0.2–0.5 mL/min	0.001–10.000 mL/min in 0.001 mL/min increments Typical range: 1–2 mL/min
Max. Pressure	5000 psi (eluent generation) 6000 psi (pump pressure range)	5000 psi (eluent generation) 6000 psi (pump pressure range)	5000 psi (eluent generation) 6000 psi (pump pressure range)
Column i.d.s Supported	0.2–0.6 mm	1–3 mm	3–7 mm
Yearly Eluent Usage (continuous operation)	5.25 L (10 µL/min)	131 L (0.25 mL/min)	525 L (1 mL/min)

## System Highlights

The Dionex ICS-5000<sup>+</sup> HPIC system provides performance and flexibility unmatched by any other IC system.

- High resolution with small-particle columns
- Fast separations without compromising resolution
- Up to two times faster separation with Fast IC columns
- Ultimate sensitivity with IC x IC (2D-IC)
- Superior specificity with IC-MS and IC-MS/MS
- Capillary, microbore, and standard bore flow rates and columns for application flexibility
- Always ready with minimal calibration and equilibration times in capillary mode

Unrivaled speed and performance for fast analyses with increased productivity.

- Eluent generation permits 18 months of continuous operation in capillary mode
- Always on, always ready capability saves time and increases productivity, reducing cost of ownership
- Consumes 5.25 L of water per year in capillary mode (10  $\mu$ L/min), greatly reducing eluent disposal costs
- Easy configuration with the Thermo Scientific IC Cube capillary consumables cartridges

*“The increased mass sensitivity is perfect for small samples collected in the field”*

—Forensics lab

*“Having a system that is always equilibrated and ready to run makes it much easier to process rush samples”*

—Environmental lab

*“Why would anyone buy an analytical system now that capillary [IC] exists?”*

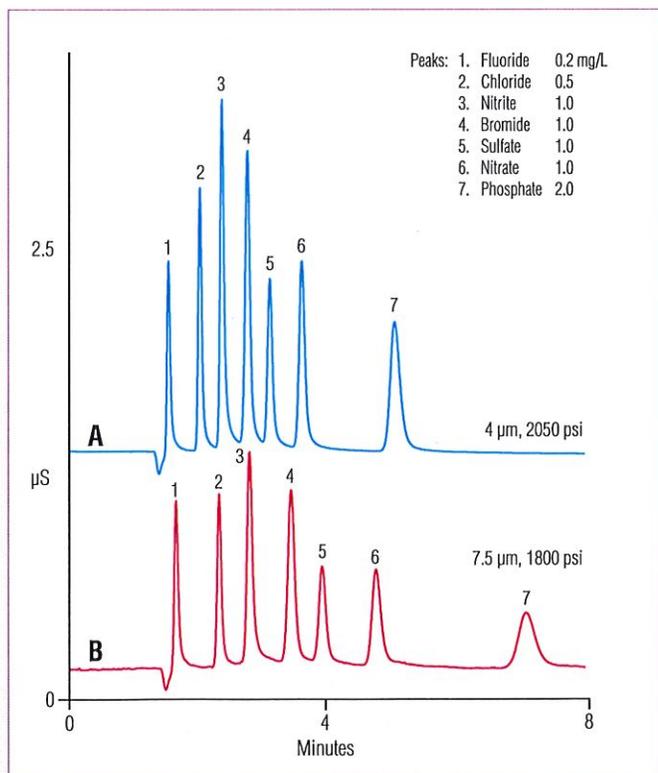
—Municipality water lab

## High resolution and speed

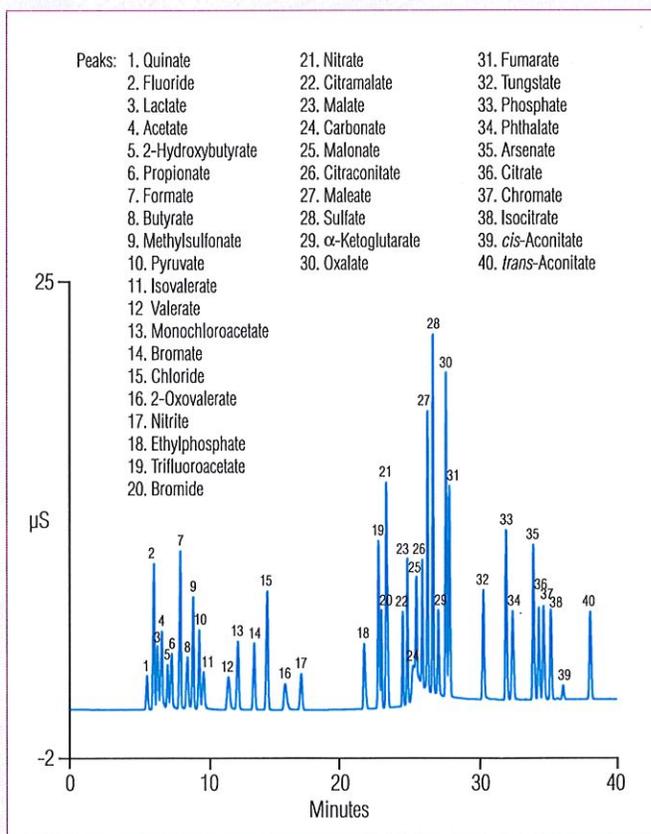
### Small-Particle Columns for High Resolution

The high-pressure Dionex ICS-5000<sup>+</sup> HPIC system supports columns with smaller resin particles (e.g., 4  $\mu\text{m}$ ) that increase chromatographic resolution without increasing separation time.

- High pressure capability permits use of standard (250 mm) length columns with small diameter particles
- Superior chromatographic resolution, improving quantification accuracy for complex samples
- Find peaks you've never seen before—separates previously unresolved peaks without increasing analysis time



Comparison of resolution of seven inorganic anions using Dionex IonPac A) AS18-4 $\mu\text{m}$  0.4  $\times$  150 mm and B) AS18-Fast 0.4  $\times$  150 mm columns. The small-particle column increases response and produces sharper peaks due to high efficiency.

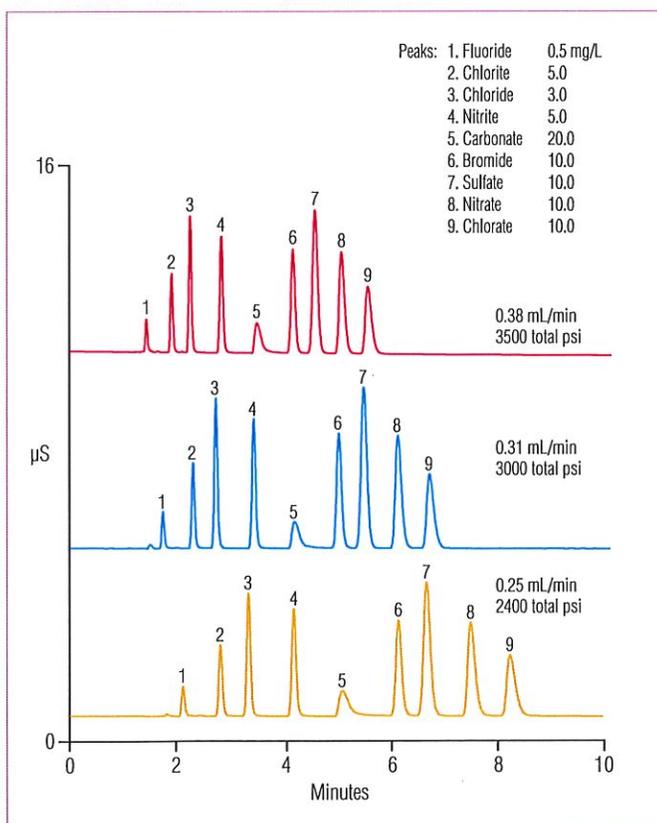


Gradient separation of 40 anions in under 40 minutes at 15  $\mu\text{L}/\text{min}$  using the Dionex IonPac AS11-HC-4 $\mu\text{m}$ , 0.4  $\times$  250 mm capillary column.

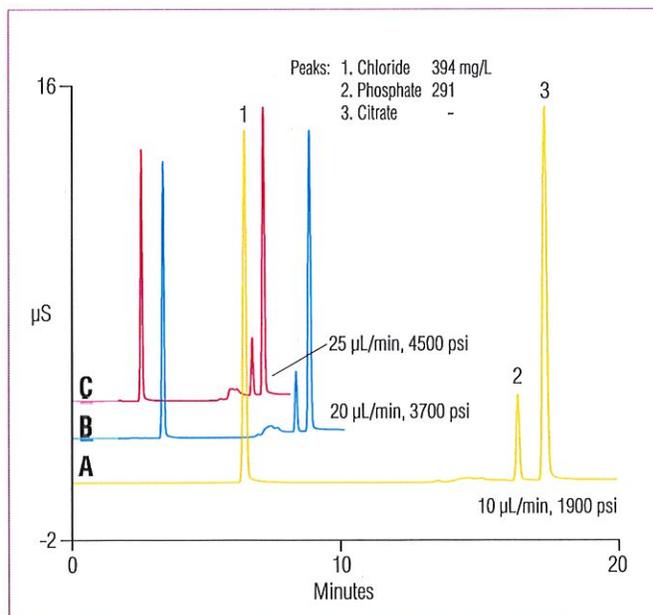
## Optimized Separations for Fast Results

Optimizing column dimension and increasing flow rate can dramatically decrease run times without compromising resolution. Fast IC columns with decreased lengths, higher pressure tolerances, and/or smaller particle sizes facilitate separation up to 2x faster than conventional columns.

- Improve throughput with Fast IC columns by a factor of 2x
- Increase laboratory productivity
- Deliver results faster for rush samples



Determination of nine inorganic anions using a Dionex IonPac AS18-4µm, 2 × 150 mm anion-exchange column. A flow rate of 0.38 mL/min results in a run time of only 6 min with good baseline resolution.



Fast determinations of inorganic anions and citrate in a sports beverage using a capillary HPIC system with a Dionex IonSwift MAX-200 capillary column.

## Dionex ICS-5000<sup>+</sup> system features

- Automated sample preparation and handling
- New sample conductivity and pH accessory
- Reduced cost of ownership: system's time-saving features free up lab staff to perform important tasks, increasing productivity

- IC Cube™ cartridges house all capillary consumables and injection in close proximity, reducing dead volume
- Fewer connections and precut, color-coded tubing for low dead volume and ease of use
- Separate thermal zones for each IC Cube Column Cartridge.



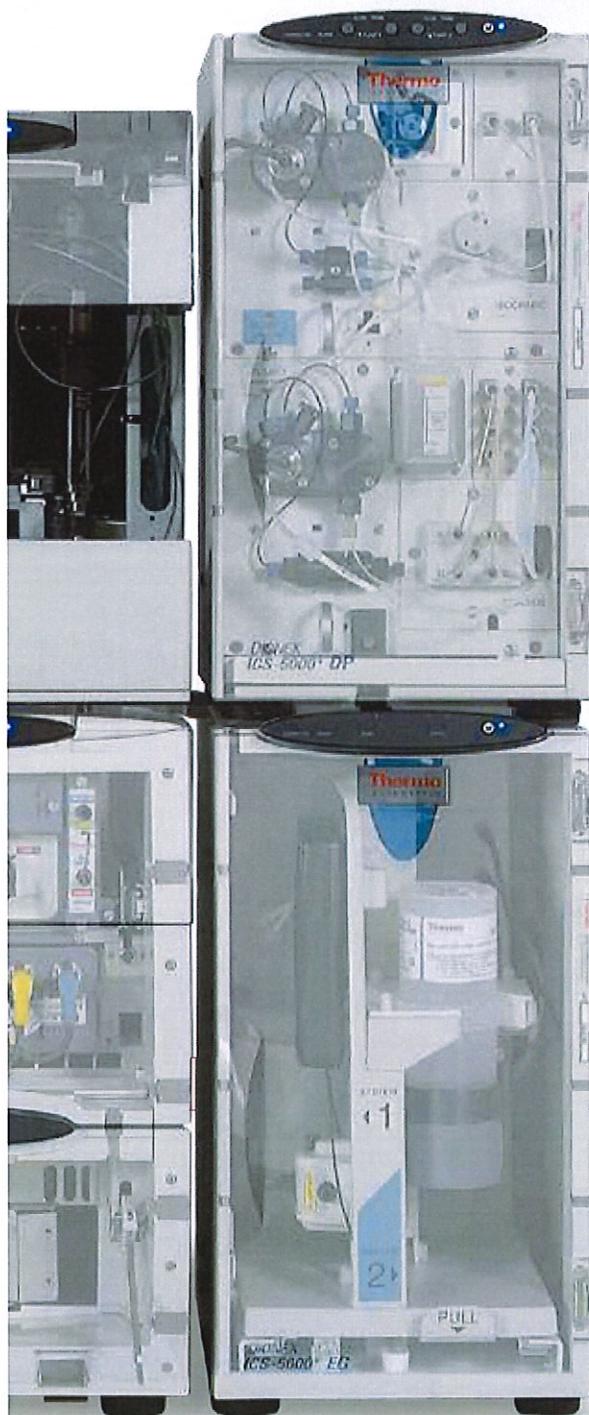
- Self-contained conductivity or electrochemical detectors to fit your application
- Innovative palladium hydrogen reference electrode for superior reproducibility in electrochemical detection
- Optional UV-vis detector module
- Thermal compartment for standard bore and microbore columns and injection valves

Detector/Chromatography Module

Dionex AS-AP Autosampler



### Single or Dual Pump Module



- Pump pressure up to 6000 psi (5000 psi maximum for an RFIC system)
- Capillary, microbore, and standard bore flow rates for application flexibility
- Single or dual pump to fit your lab's needs and budget

- Generates precise eluent concentrations electrolytically from deionized water
- Consistent results, day to day, operator to operator and lab to lab
- Consumes just 5.25 L of water per year at capillary flow rates (10  $\mu\text{L}/\text{min}$ ), greatly reducing eluent disposal costs
- EG cartridge lasts for 18 months of continuous operation at typical capillary flow rates and conditions

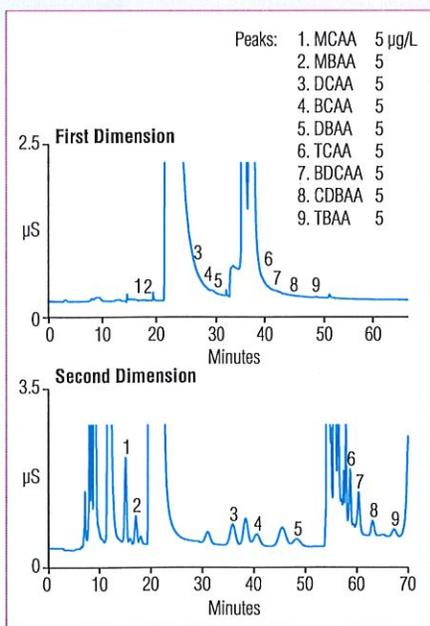
### Eluent Generator Module

## Advanced application capabilities

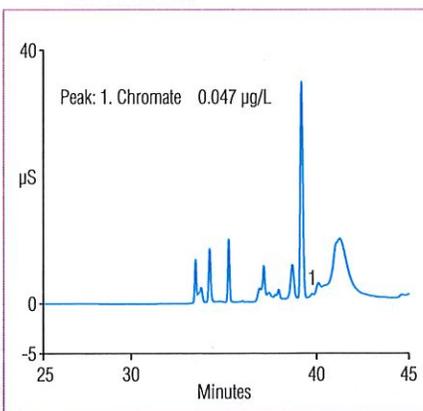
### Sensitivity and Format Versatility to Fit Your Application Needs

The Dionex ICS-5000<sup>+</sup> HPIC system can be configured with two standard/microbore channels, two capillary channels, or as a hybrid analytical/capillary system, to give you the flexibility to meet the changing needs of your laboratory

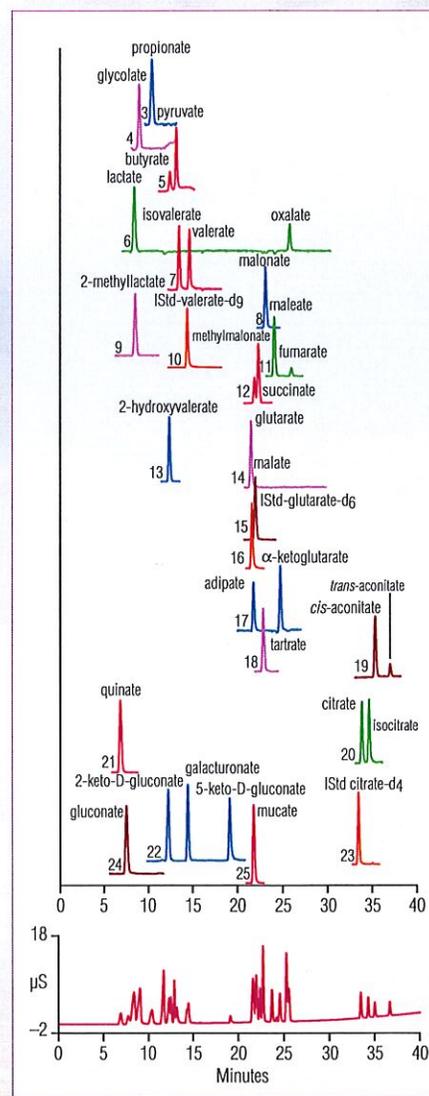
- Run two different analyses simultaneously on a single sample, analyze two different samples concurrently, or perform advanced IC × IC (2D-IC) techniques for trace level determinations in the presence of high matrix concentrations
- Using a standard bore or microbore column in the first dimension to separate analytes from the matrix, followed by a capillary column in the second dimension to resolve the analytes, provides sensitivity with conductivity detection limits comparable to MS detection.
- Wide range of detector options, including conductivity, electrochemical, UV-vis absorbance and mass spectrometry



Separation of haloacetic acids in simulated drinking water using 2D-IC. Quantification of 5 ppb levels with conductivity detection is now possible.



Determination of hexavalent chromium in municipal drinking water using 2D-IC. Detection limits below 10 ppt can be achieved. The above municipal water sample contained 47 ppt hexavalent chromium.



Accurately identify coeluting species with direct injection IC-MS, as in this low-molecular-weight organic acids example.

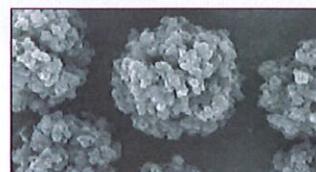
## Separation challenges resolved

### Chemistries for Challenging Separations

World class columns for anion, cation, organic acids, amine, carbohydrate, and amino acid separations, offering multiple chemistries for different application needs. Suppressors, Continuously Regenerated Trap Columns (CR-TC), and carbonate removal devices (CRD) to reduce noise and improve detection limits, ensuring the best results obtainable for a wide range of applications

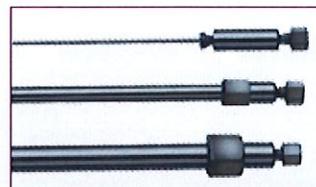
### Smaller Particle Resins Produce Higher Performance

- Smaller particle resins produce increased resolution power
- Fast run times are possible using 150 mm columns and/or high flow rates
- High resolution is obtained using 250 mm columns with standard flow rates



### Capillary-Based Dionex IonPac Anion and Cation-Exchange, CarboPac, and AminoPac Columns

- Same performance as the equivalent 4 and 2 mm columns
- Improved mass sensitivity with smaller cross-sectional area
- Increased resolution power with smaller particle size columns
- Reduced operating costs with lower flow rates



### Electrolytic Suppressors: SRS 300 and CES 300

- Electrolytically regenerated Reagent-Free suppression
- Suppresses conductive eluents to less conductive species for sensitive detection
- Converts moderately conductive analyte salts into highly conductive acids and/or bases for sensitive detection
- CES 300 suppressors optimized for flow rates typically used in capillary systems (3–30  $\mu\text{L}/\text{min}$ )



### Carbonate Removal Device: CRD 200

- Optimized for the removal of carbonate from hydroxide eluent systems
- Reduces the carbonate peak contributed by the sample
- Improves integration and quantitation of analyte peaks that elute close to carbonate
- Capillary CRD 200 uses same carbonate-permeable membrane as the standard and microbore CRD



### Eluent Generators: Eluent Generator Cartridges (EGCs) and Continuously Regenerated Trap Columns (CR-TCs)

- Provides contaminant-free eluent
- Very low baseline drift for improved integration and increased sensitivity
- No need to regenerate the trap column off-line
- Capillary EGCs and CR-TCs designed for use with capillary hydroxide and MSA eluent generators exclusively



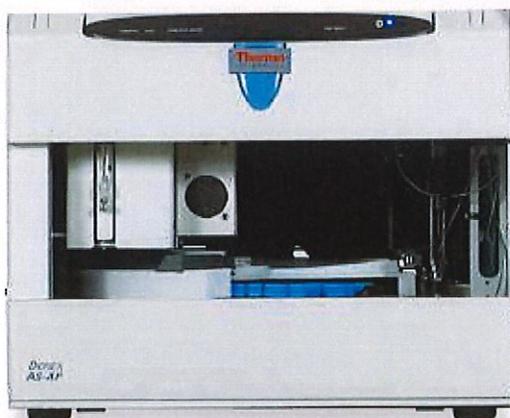
## Reliable sample handling

### Versatile Sample Preparation and Automation Solutions

Thermo Scientific Dionex autosamplers integrate seamlessly with the Dionex ICS-5000<sup>+</sup> system, providing effortless automation and advanced sample preparation capabilities. All wetted surfaces are nonmetallic and chemically inert, protecting columns and sensitive samples from contamination.

#### Dionex AS-DV

- Affordable automation
- Precise mechanics for high reproducibility
- Sample filters integrated into vial caps
- Optional high-pressure valve for automated sample preparation
- Random access and sample overlap capabilities



#### Dionex AS-AP

- Advanced performance autosampler with full-loop, partial-loop, capillary mode, and limited-sample injections
- Automated sample preparation (dilution, concentration, matrix elimination, precolumn derivatization)
- Temperature control for thermally labile samples
- Fast injection cycle time, < 30 s per 5  $\mu$ L
- Flexible formats—0.45 mL well plates to 10 mL vials
- Optional sample conductivity and pH accessory with conditionals

## Simply intelligent software

### Powerful Capabilities and Outstanding Usability

The natural complement to your IC system is Thermo Scientific Dionex Chromeleon, the world's leading chromatography data system. With its inviting user interface and time-saving innovations, Chromeleon™ software streamlines your path from samples to results. You'll find all the tools you need to tackle your toughest challenges without getting distracted from your goals. Get both rich functionality and outstanding usability with Chromeleon – the Simply Intelligent™ chromatography software.

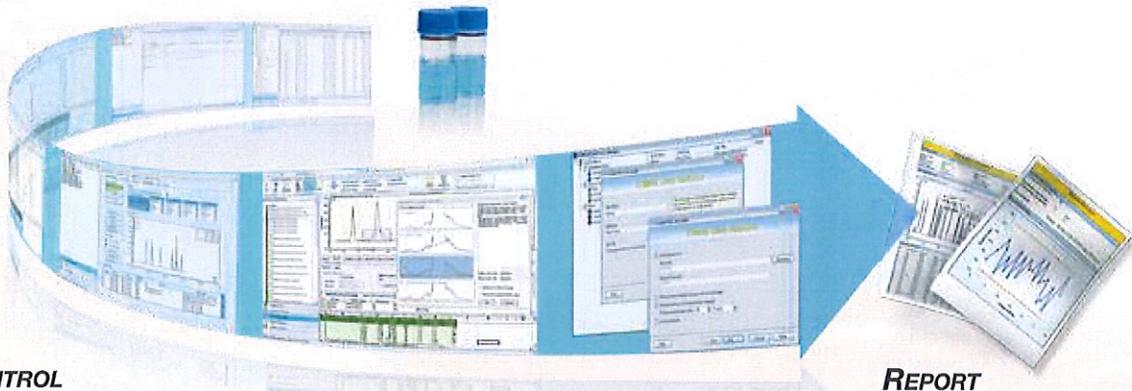
**AUTOMATE**

**LOAD SAMPLES**

**CONTROL**

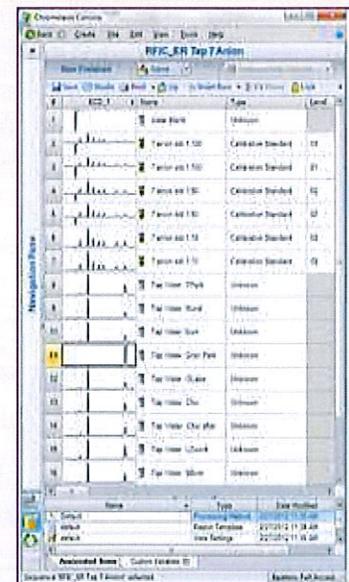
**ANALYZE**

**REPORT**



Use eWorkflows to perform complete analyses perfectly, from sequence setup to final report, with just a few mouse clicks.

Gain an instant and intuitive understanding of your data at a glance with the Chromeleon 7 software's unique MiniPlots and Interactive Charts.



## Discover the Dionex ICS-5000<sup>+</sup> system and High-Pressure IC

The Dionex ICS-5000<sup>+</sup> HPIC system is the next generation of high-end ion chromatography system, offering the ability to operate as a Reagent-Free system at up to 5000 psi. The high-pressure capability offers the flexibility to use small-particle columns for higher resolution without sacrificing speed, or higher flow rates with standard length or shorter (150 mm) columns for high throughput.

As a capillary system, the reduced eluent flow rate reduces eluent consumption and produces less waste. The IC Cube redefines ease-of-use by color-coding fittings and reducing the number of connections in the system; all with an array of detectors and options that add up to a very flexible system.

For more information or to place an order, contact the Thermo Scientific Dionex Products office nearest you or your local distributor. Phone numbers and addresses for worldwide subsidiaries can be found in the About Us section of [www.thermoscientific.com/dionex](http://www.thermoscientific.com/dionex).

## The Value of Support and Service

Customer care begins after delivery—when you purchase any Thermo Scientific instrument, module, or system, you get a partner, not just a piece of equipment. We provide access to a wide range of quality post-installation programs and assistance, including expert customer training, comprehensive service agreements, validation and qualification services, application support, and timely, professional service by skilled, locally based representatives. Our service representatives are distributed around the world, but close to you, ready to provide professional assistance, whether you're a new customer or a longtime partner. Your success equals our success.

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Thermo Scientific Dionex products are designed, developed, and manufactured under an ISO 9001 Quality System.

<b>Australia</b> +61 3 9757 4486	<b>China</b> +852 2428 3282	<b>Ireland</b> +353 1 644 0064	<b>Sweden</b> +46 8 473 3380
<b>Austria</b> +43 1 616 51 25	<b>Denmark</b> +45 36 36 90 90	<b>Italy</b> +39 02 51 62 1267	<b>Switzerland</b> +41 62 205 9966
<b>Benelux</b> +31 20 683 9768	<b>France</b> +33 1 39 30 01 10	<b>Japan</b> +81 6 6885 1213	<b>Taiwan</b> +886 2 8751 6655
+32 3 353 42 94	<b>Germany</b> +49 6126 991 0	<b>Korea</b> +82 2 3420 8600	<b>UK</b> +44 1276 691722
<b>Brazil</b> +55 11 3731 5140	<b>India</b> +91 22 2764 2735	<b>Singapore</b> +65 6289 1190	<b>USA and Canada</b> +847 295 7500

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S C I E N T I F I C

Part of Thermo Fisher Scientific



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER AWARD OF CONTRACT FOR CONSTRUCTION OF BLOOMINGTON PHASE 3A WATERLINE REPLACEMENT TO EL-CO CONTRACTORS, INC.

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**BACKGROUND:**

Distribution mains, services and valves serving a portion of the community of Bloomington are located within the rear alleyways of the homes. Over the course of many years, fences, and buildings have been constructed within these alleyways limiting West Valley Water District's ("District") ability to read meters, locate shut off valves and perform regular and emergency maintenance.

To address this, the District initiated an infrastructure improvement project that includes construction of new water lines and connections to existing waterlines within the existing street right-of-way and paved area.

**DISCUSSION:**

A Request for Bids ("RFB") was posted on PlanetBids for the Bloomington Phase 3A Waterline Replacement. On May 7, 2019, five (5) bids were received. The project includes installation of approximately 5,600 lineal feet of 8-inch cement lined and mortar coated ("cml&c") fully welded pipe, 141 lateral services from the backward alleyway to the front of the property, 14 new fire hydrants, and connections to existing waterlines within the street right-of-way of 11th Street, 10th Street, and Maple Avenue from Locust Avenue to Linden Avenue. Attached, as Exhibit A is the project location and extents. A summary of the bids received are as follows:

<b>Bidder</b>	<b>Cost</b>
El-Co Contractors, Inc.	\$1,504,941.60
C.P. Construction Co., Inc.	\$1,679,724.20
Weka, Inc.	\$2,031,768.00
TK Construction	\$2,065,399.52
Merlin Johnson Construction, Inc.	\$2,359,074.00

Staff has reviewed the bid information and confirmed that El-Co Contractors, Inc. is the lowest

responsible and responsive bidder. If awarded by the Board of Directors, work is anticipated to start within 30 days.

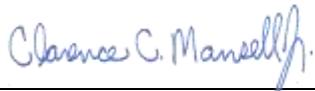
**FISCAL IMPACT:**

The cost of the Construction of Bloomington Phase 3A Waterline Replacement as proposed by El-Co Contractors, Inc. is \$1,504,941.60. This item is included in the Fiscal Year 2018/19 Capital Improvement Budget under the Bloomington Phase 3A Alley Way Main Replacement Phase 3, 4 and 5 & Zone 2 – 24” Transmission Main with a budget of \$1,529,310.00.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors consider award of contract for the construction of the Bloomington Phase 3A Waterline Replacement to El-Co Contractors, Inc. in the amount of \$1,504,914.60 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



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Clarence Mansell Jr, General Manager

RMG:ce

**ATTACHMENT(S):**

1. Exhibit A - Zone 2 Bloomington Area Phase 3A Pipeline Replacement Exhibit

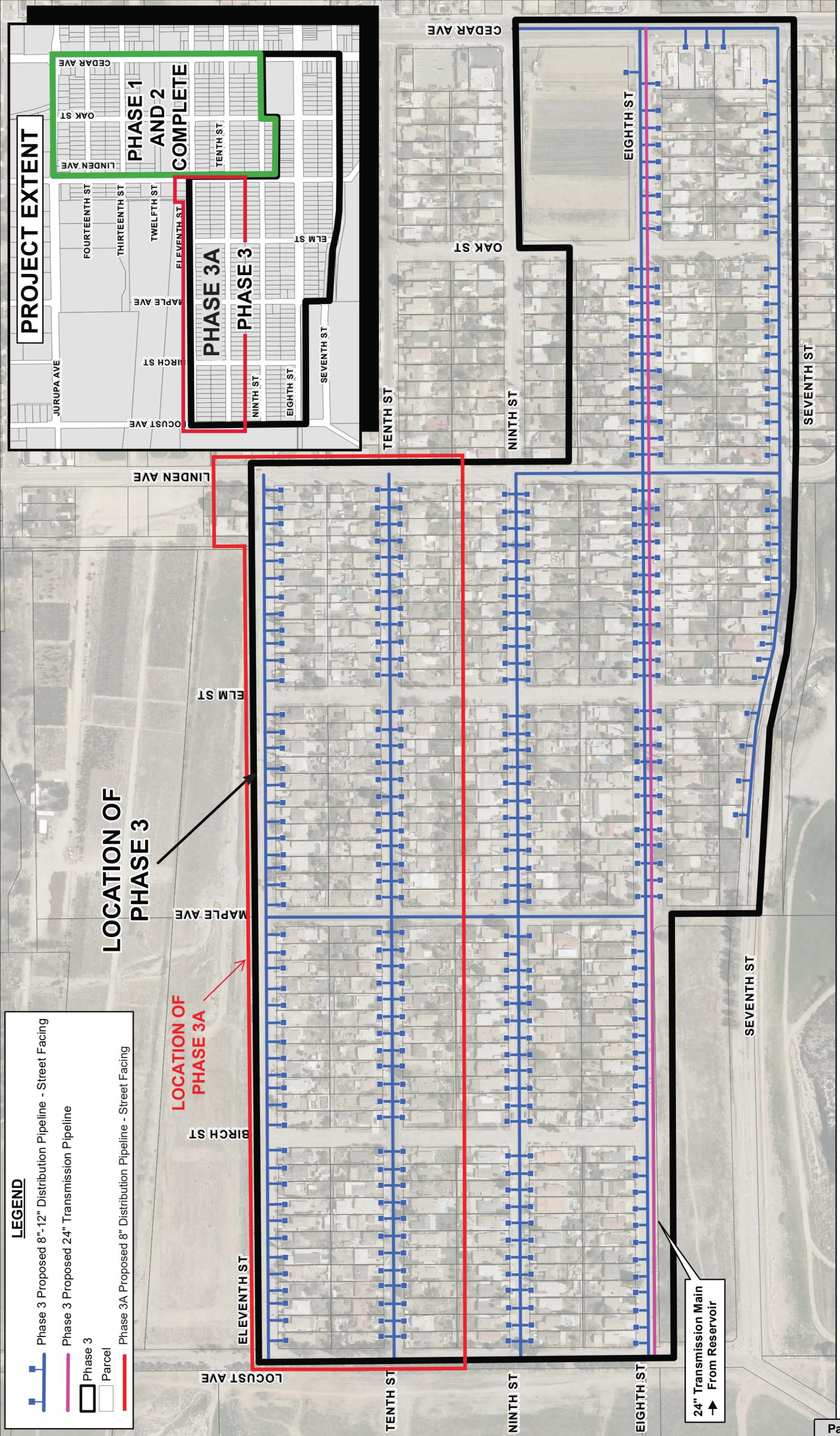
**MEETING HISTORY:**

05/15/19      Engineering and Planning Committee REFERRED TO BOARD

# EXHIBIT A

# EXHIBIT - A BLOOMINGTON AREA PHASE 3A PIPELINE REPLACEMENT PROJECT

West Valley Water District makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. The District provides this map without any warranty of any kind, whatsoever, either express or implied. However, notification of any errors will be appreciated.



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**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** AUTHORIZATION TO APPROVE CHANGE ORDER NO. 2 FOR THE  
 HIGHLAND AVENUE 30-INCH TRANSMISSION MAIN - PEPPER  
 AVENUE TO OAKDALE AVENUE CONSTRUCTION

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**BACKGROUND:**

On June 27, 2018, the District entered into a contract with Merlin Johnson Construction, Inc. for the construction of the Zone 4 – 30” Transmission Line in Highland Avenue Capital Improvement Project. While installing the new 30-inch pipeline at Highland Avenue from STA. 28+00.00 to STA. 11+97.50, the Contractor encountered the following unforeseen items that needed to be adjusted in the field:

- Remove existing concrete soil and red roofing tile which was encountered in 1,600 linear feet of the trench
- Rent appropriate equipment to excavate through the concrete soil conditions
- Screen the additional spoils and backfill

These conditions made excavation of the trench very difficult and slowed production by 50%. The removal of this concrete soil and red roofing tile is an additional cost to the project and a change order for this work has been requested by the contractor.

**FISCAL IMPACT:**

This project was a budgeted item in the Fiscal Year 2018/19 Capital Improvement Budget under the Highland Avenue 30-inch Transmission Main – Pepper Avenue to Oakdale Avenue - Construction. This change order will increase the contract amount by \$243,592.30 for a total of \$1,539,715.30. A copy of Change Order No. 2 and final is attached as **Exhibit A**. Additional funds will be needed. The District’s budget for Lord Ranch 4-3 Pump Station has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2017-2018 Project Name	Current Budget	Construction Cost	Transfer From/To	Remaining Budget

<b>W15004 Lord Ranch 4-3 Pump Station</b>	\$1,388,102.00	\$0.00	(\$121,374.30)	\$1,266,727.70
<b>W15007 Highland Avenue 30-inch Transmission Main – Pepper Avenue to Oakdale Avenue - Construction</b>	\$122,218.00	\$243,592.30	\$121,374.30	\$0.00

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors approve Change Order No. 2 for the Highland Avenue 30-inch Transmission Main – Pepper Avenue to Oakdale Avenue Construction Capital Improvement Project in the amount of \$243,592.30 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,




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Clarence Mansell Jr, General Manager

RMG:ce

**ATTACHMENT(S):**

1. Exhibit A - Merlin Johnson Construction, Inc. Change Order No. 2

**MEETING HISTORY:**

05/15/19      Engineering and Planning Committee REFERRED TO BOARD

# EXHIBIT A

**SECTION 2.11  
of  
PROCEDURAL DOCUMENTS**

**CHANGE ORDER**

**OWNER:** West Valley Water District

**CONTRACTOR:** Merlin Johnson Construction, Inc.  
P.O. Box 777  
Mentone, CA 92359

**PROJECT:** Zone 4 – 30” Transmission Line in Highland Avenue

Change Order No. 2 Agreement Date: June 27, 2018

Date: 05/09/2019 Sheet 1 of 3

The following changes are hereby made to the Contract Documents:

**I. EXTRA WORK**

	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
1. Removal and Excavation of Cemented Material, Outside equipment rental - 30” CML&C Waterline 1602.5 LF	587,035.30	
2. Deduct Bid Item No. 1, Furnish and Install 30- Inch CML&C Waterline (CL150-8GA) Weld Bell x Plain end for Restrained Waterline – Full Weld double pass all joints		\$90,000.00
3. Deduct Bid Item No. 2, Furnish and Install 30- Inch CML&C Waterline (CL 150-8GA) Ring Tite – Bell and Spigot for Unrestrained Waterline		\$199,552.00
4. Deduct Bid Item No. 15, Furnish and Install Sand Backfill in Pipe Zone, per Caltrans Trench Detail		\$42,862.50
5. Deduct Bid Item No. 18, Furnish and Install Sand Backfill in Pipe Zone, per City of Rialto Trench Detail		\$11,028.00

**Total, Item I**      \$ 587,035.30 - \$343,443.00

**TOTAL FOR CHANGE ORDER NO. 2**      \$ **243,592.30**

**II. CONTRACT TIME**

Increased 5 calendar days

**III. JUSTIFICATION:**

Adjustment of bid quantity based on actual conditions in the field and unforeseen existing concrete soil and red roofing tile encountered in the waterline trench.

**CHANGE TO CONTRACT PRICE:**

Original Contract Price	\$ <u>1,283,452.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>12,671.00</u>
Contract Price Due to This Change Order will be Increased	\$ <u>243,592.30</u>
New Contract Price, including This Change Order	\$ <u>1,539,715.30</u>

**CHANGE TO CONTRACT TIME:**

Contract Time will be increased	<u>5</u> Working Days
Date of Completion of All Work	<u>August 9, 2019</u> (Date)

**REQUIRED APPROVALS:**

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

_____ Requested By (Contractor)	_____ Date
_____ Recommended By (Project Manager)	_____ Date
_____ Recommended By (Engineering Manager)	_____ Date
_____ Accepted By (Owner)	_____ Date



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** AUTHORIZATION TO APPROVE CHANGE ORDER NO. 3 FOR THE PERSIMMON PIPELINE REPLACEMENT PROJECT. CONSIDER NOTICE OF COMPLETION RECORDATION FOR THE PERSIMMON WATERLINE REPLACEMENT PROJECT.

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**BACKGROUND:**

On May 22, 2018, the District entered into a contract with El-Co Contractors, Inc. for the construction of the Persimmon Pipeline Replacement Capital Improvement Project. While installing the new 12-inch pipeline at Persimmon Avenue and Summit Avenue, the City of Rialto increased the limits of, and pavement requirements needed to complete the project.

In order to comply with the city's requirements, additional paving above the original contract amount was required. El-Co Contractors, Inc. has submitted Change Order No. 3 to cover the cost for this additional work.

The District's Project Manager on the project, Rosa M. Gutierrez, P.E. has confirmed the substantial completion of the Persimmon Pipeline Replacement Project.

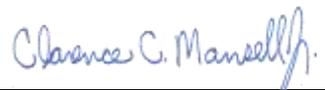
**FISCAL IMPACT:**

This was a budgeted item in the Fiscal Year 2018/19 Capital Improvement Budget under the Zone 6 Transmission Main - 12" in Persimmon and Summit Avenue. Change Order No. 3 will increase the contract amount by \$51,792.35 to \$1,281,337.05. A copy of Change Order No. 3 and final is attached as Exhibit A. Sufficient funds are available in the project budget to cover the cost of Change Order No. 3.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors authorize staff to file the Notice of Completion for the project and approve Change Order No. 3 for the Persimmon Pipeline Replacement Capital Improvement Project in the amount of \$51,792.35 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



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Clarence Mansell Jr, General Manager

RMG:ce

**ATTACHMENT(S):**

1. Exhibit A - El-Co Contractors, Inc. Change Order No. 3

**MEETING HISTORY:**

05/15/19      Engineering and Planning Committee REFERRED TO BOARD

# EXHIBIT A

**SECTION 2.11  
of  
PROCEDURAL DOCUMENTS**

**CHANGE ORDER**

**OWNER:** West Valley Water District

**CONTRACTOR:** El-Co Contractors  
P.O. Box 9130  
San Bernardino, CA 92427

**PROJECT:** Persimmon Pipeline Replacement Project

Change Order No. 3 Agreement Date: May 22, 2018

Date: 05/9/2019 Sheet 1 of 3

The following changes are hereby made to the Contract Documents:

**I. EXTRA WORK**

	<u>ADD</u>	<u>DEDUCT</u>
1. Grind & overlay paving .10 thick at Persimmon from Maple to Linden 15,911 SF @ \$1.75 SF	\$27,844.25	
2. Grind & overlay paving .10 thick at Linden Ave. - Persimmon to 140 LF north 2,380 SF @ 1.75 SF	\$4,165.00	
3. Grind & overlay paving at Summit Ave-Sandlewood to Cedar 2" thick 21,957 SF @ \$3.30 SF	\$72,458.10	
4. Grind & overlay paving .10 thick at Persimmon-Locust to the end of Fontana's Trench 12,000 SF @ \$1.75 SF	\$21,000.00	
5. Deduct Bid Item No. 13 Grind & Overlay AC Paving in accordance with requirements per City of Rialto Encroachment Permit 42,100 SF @ \$1.75 SF		\$73,675.00

**Total, Item I      \$125,467.35-\$73.675.00**

**TOTAL FOR CHANGE ORDER NO. 3      \$ 51,792.35**

**II. CONTRACT TIME**

Increased 69 calendar days

**III. JUSTIFICATION:**

Adjustment of bid quantity based on actual conditions in the field and City of Rialto increase in limits of, and pavement requirements needed to complete the project.

**CHANGE TO CONTRACT PRICE:**

Original Contract Price	\$ <u>1,146,252.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>83,292.70</u>
Contract Price Due to This Change Order will be Increased	\$ <u>51,792.35</u>
New Contract Price, including This Change Order	\$ <u>1,281,337.05</u>

**CHANGE TO CONTRACT TIME:**

Contract Time will be increased	<u>69</u> Working Days
Date of Completion of All Work	<u>May 3, 2019</u> (Date)

**REQUIRED APPROVALS:**

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

_____ Requested By (Contractor)	_____ <u>Date</u>
_____ Recommended By (Project Manager)	_____ <u>Date</u>
_____ Recommended By (Engineering Manager)	_____ <u>Date</u>
_____ Accepted By (Owner)	_____ <u>Date</u>



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION  
 AND CONVEYANCE AGREEMENT WITH LIBERTY PROPERTY  
 LIMITED PARTNERSHIP

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**BACKGROUND:**

Liberty Property Limited Partnership (“Developer”) is the owner of land located on the south side of Valley Boulevard, between Spruce Avenue and Cactus Avenue, known as Parcel Map 19920 (“Development”), as shown in **Exhibit A**. The proposed development includes the construction and operation of a warehouse distribution center with offices, totaling 409,837 square-foot. In developing this land, the Developer is required to extend a 12-inch water main the length of its property on Valley Boulevard and install water services for domestic, fire and irrigation purposes.

**DISCUSSION:**

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

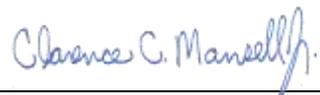
**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors approve the Water System Infrastructure Installation and Conveyance Agreement with Liberty Property Limited Partnership.

Respectfully Submitted,



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Clarence Mansell Jr, General Manager

DG:ce

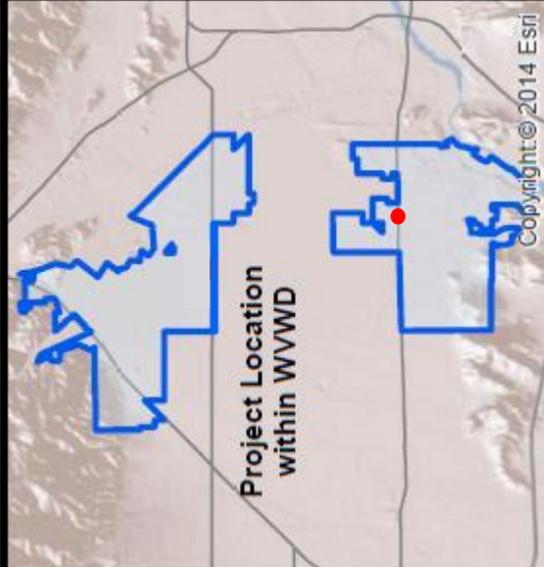
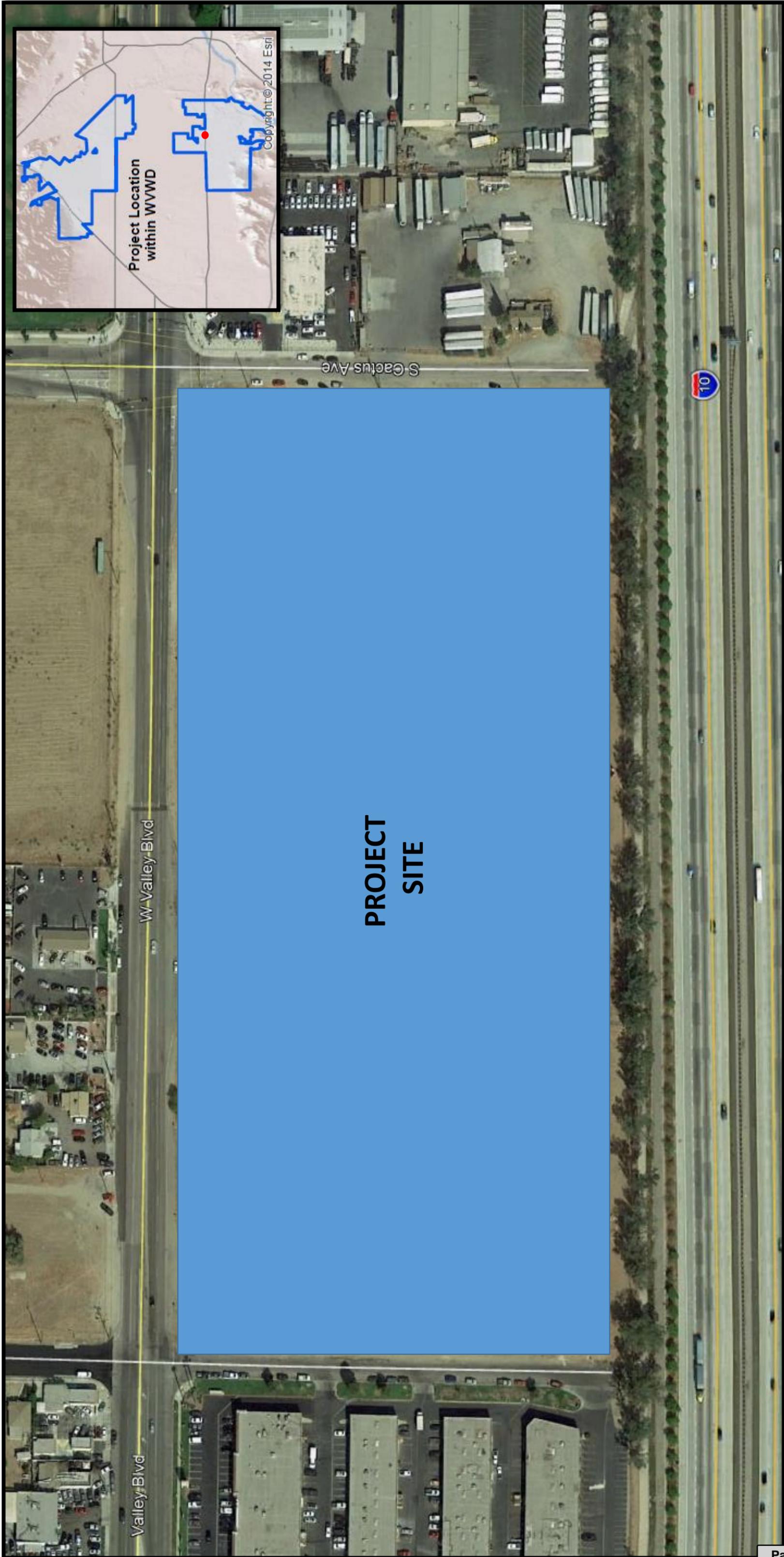
**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement

**MEETING HISTORY:**

05/15/19      Engineering and Planning Committee REFERRED TO BOARD

# EXHIBIT A



**PROJECT  
SITE**

Valley Blvd

W-Valley Blvd

S Cactus Ave



**Exhibit A  
Parcel Map 19920**



# EXHIBIT B

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **LIBERTY PROPERTY LIMITED PARTNERSHIP** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **PARCEL MAP 19920** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **DOMESTIC WATER IMPROVEMENT PLAN FOR 855 W. VALLEY BLVD**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

## **2. CONSTRUCTION**

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

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

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

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

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

## **3. LICENSES AND PERMITS**

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

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

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

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the water system improvements for **DOMESTIC WATER IMPROVEMENT PLAN FOR 855 W. VALLEY BLVD**, is **ONE HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED TWO no/100 dollars (\$189,602.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **ONE HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED TWO no/100 dollars (\$189,602.00)**, equal to 100 percent of the approved Developer's estimate.

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

## 6. MATERIALS

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

## 7. NOTICES

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

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

**WEST VALLEY WATER DISTRICT**

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

*RE: Domestic Water Improvement Plan for 855 W. Valley Blvd*

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

**Liberty Property Limited Partnership**

Attn: Erin Plourde

20411 SW Birch Street, Suite 200

Newport Beach, CA 92660

*RE: Domestic Water Improvement Plan for 855 W. Valley Blvd*

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

**Willis Towers Watson**

Attn: Susan K. Landreth

233 S. Wacker Dr, Suite 2000

Chicago, IL 60606

*RE: Domestic Water Improvement Plan for 855 W. Valley Blvd*

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

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

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

## **8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

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

## **9. INSPECTION**

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

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

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

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

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

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

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

## **10. TESTING AND DISINFECTION**

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

## **11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

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

## **12. AS-CONSTRUCTED DOCUMENTATION**

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

## **13. INDEMNIFICATION**

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

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

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

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended

solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

#### **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

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

#### **15. COSTS AND FEES**

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

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

#### **16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM**

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the

development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

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

## **18. BREACH OR DEFAULT OF AGREEMENT**

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

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

## **19. SUCCESSORS BOUND**

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

[CONTINUED ON NEXT PAGE]

**20. ENFORCEMENT OF PROVISIONS**

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

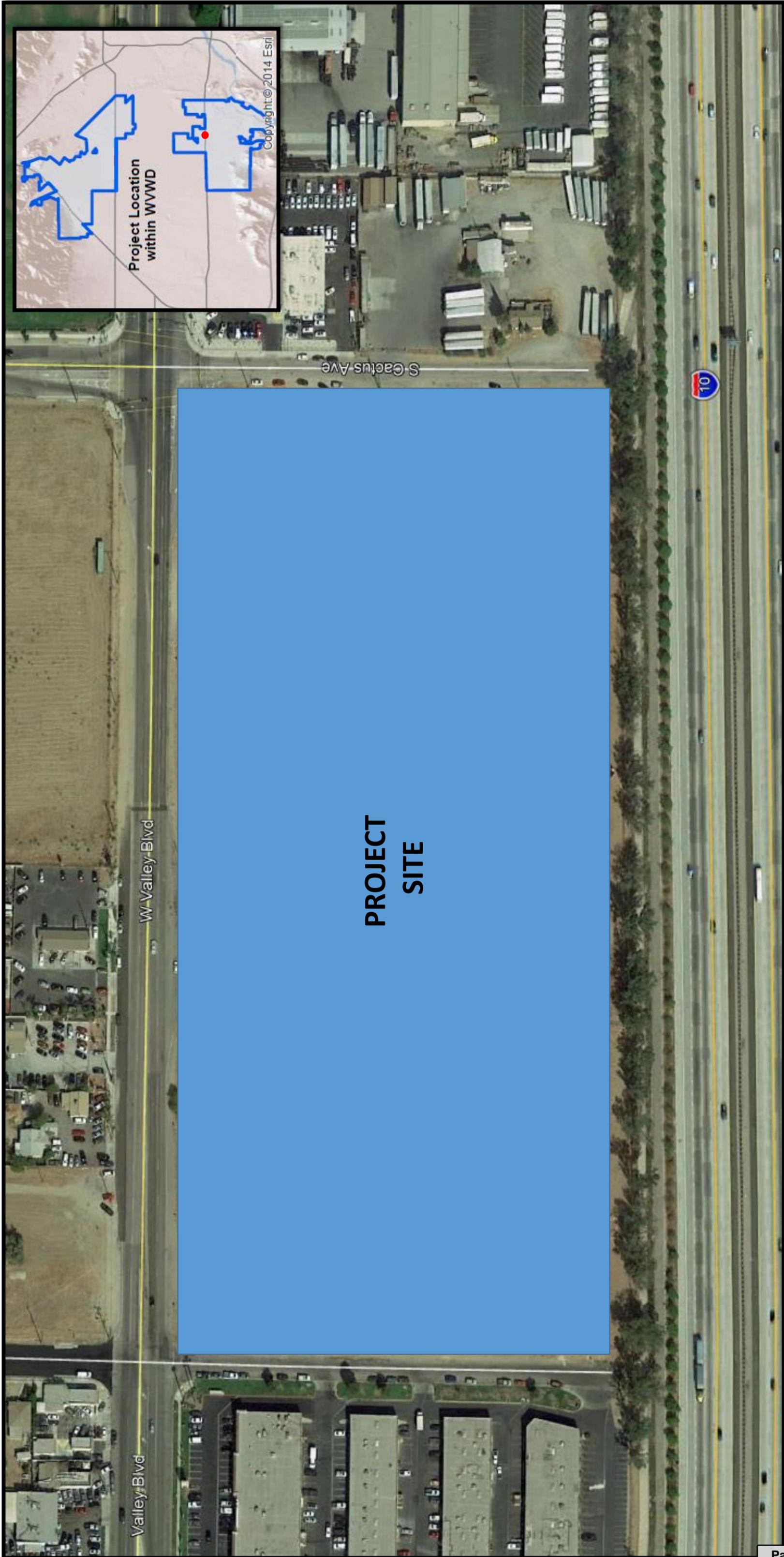
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clarence C. Mansell, Jr., General Manager

**DEVELOPER:**

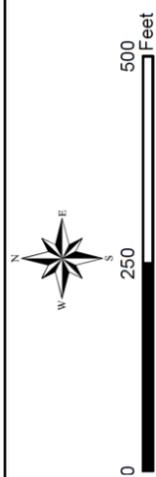
By: **Liberty Property Limited Partnership  
a Pennsylvania Limited Partnership**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Erin Plourde, Vice President, Acquisitions  
Authorized Agent

# Exhibit A

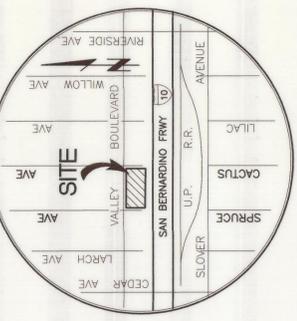


**Exhibit A**  
**Parcel Map 19920**



# Exhibit B

# DOMESTIC WATER IMPROVEMENT PLAN FOR 855 W. VALLEY BLVD (BETWEEN SPRUCE AVE. AND CACTUS AVE.) IN THE CITY OF RIALTO

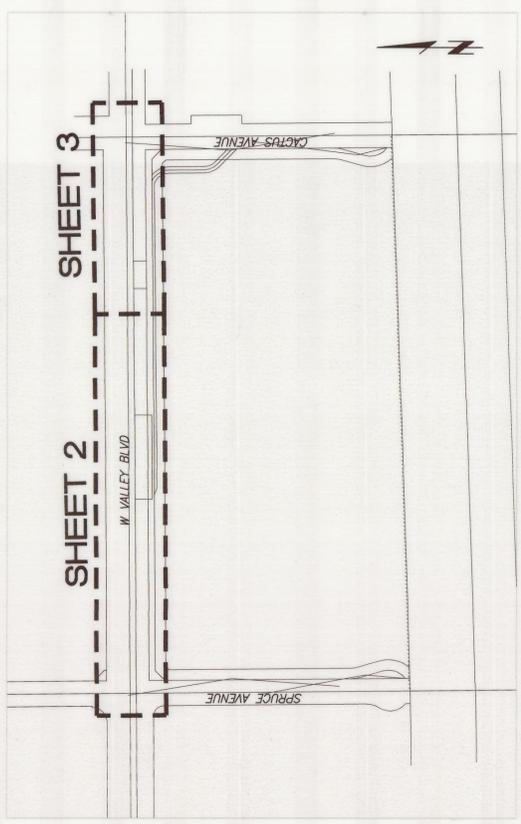


VICINITY MAP  
N.T.S.

INDEX OF SHEETS	
1	TITLE SHEET
2	WATER IMPROVEMENT PLAN & PROFILE
3	WATER IMPROVEMENT PLAN & PROFILE

**WATER NOTES:**

- A. PIPE 10" AND SMALLER SHALL BE PRESSURE CLASS 350 DUCTILE IRON PIPE, OR 10 GA CEMENT MORTAR LINED AND COATED STEEL PIPE GREATER THAN 12" SHALL BE THICKNESS CLASS 50 DUCTILE IRON PIPE, OR CLASS 150, 10 GA CEMENT MORTAR LINED AND COATED STEEL PIPE OR AS SPECIFIED.
- B. WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE, 1"x1" ANGLE VALVE WITH LOCK WING. THERE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED. ONE SERVICE PER PIPE TRENCH.
- C. ALL WATER SERVICE LATERALS TO BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
- D. WATER SERVICE LATERALS TO BE TERMINATED 12" BEHIND REAR OF CURB OR FUTURE CURB. IN CITY LIMITS TERMINATE 12" BEHIND FUTURE SIDEWALK.
- E. FIRE HYDRANTS SHALL BE 6"x4"x2'-1/2" - CLOW F-850, OR EQUAL, PAINTED WITH ONE COAT PRIMER AND ONE COAT YELLOW. THE 4" STEAMER OUTLET SHALL BE PERPENDICULAR TO THE CURB OR FUTURE CURB.
- F. DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 30"; FOR WATER MAINS 10" AND SMALLER SHALL BE MINIMUM 36"; 12" AND LARGER PIPE SHALL BE MINIMUM 42" OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
- G. ALL WATER MAINS SHALL BE FLUSHED AND DISINFECTED PER A.W.W.A. STANDARDS C651 PRIOR TO USE AFTER INSTALLATION OR REPAIR.
- H. CONSTRUCTION TO BE IN ACCORDANCE WITH WEST VALLEY WATER DISTRICT "STANDARDS FOR DOMESTIC WATER FACILITIES."
- I. WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATION AND ANY AMENDMENTS THEREOF.
- J. IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
- K. WATER LINES TO BE INSTALLED ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB & GUTTER.
- L. CONTRACTOR TO FURNISH 2 YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN.



**INDEX MAP**  
SCALE: 1" = 200'

**WATER CONSTRUCTION NOTES:**

- 1 - INSTALL 12" D.I.P. THICKNESS CLASS 50 PIPE
- 2 - INSTALL 20" D.I.P. THICKNESS CLASS 50 PIPE
- 3 - INSTALL 20"x12" FLG D.I.P. REDUCER
- 4 - INSTALL 12" DUCTILE IRON BLIND FLANGE
- 5 - INSTALL 12"x12"x12" DUCTILE IRON TEE
- 6 - INSTALL 12"x12"x6" DUCTILE IRON TEE
- 7 - INSTALL 12"x12"x10" DUCTILE IRON TEE
- 8 - FURNISH AND INSTALL 10" DOUBLE DETECTOR CHECK PER WEST VALLEY WATER DISTRICT STD. DWG. NO. W-15 WITH 12" LATERAL.
- 9 - TRENCH BACKFILL AND TRENCH REPAIR PER WEST VALLEY WATER DISTRICT STD. NO. W-1.
- 10 - INSTALL 2" DOMESTIC WATER SERVICE W/ 2" METER AND BACKFLOW PREVENTER PER WEST VALLEY WATER DISTRICT STD. DWG. NO. W-5, W-20. WATER LINE FROM METER TO BACK FLOW SHALL HAVE A SCHEDULE 40 SLEEVE.
- 11 - INSTALL 1/2" DOMESTIC WATER SERVICE W/ 1.5" METER AND BACKFLOW PREVENTER PER WEST VALLEY WATER DISTRICT STD. DWG. NO. W-5, W-20. WATER LINE FROM METER TO BACK FLOW SHALL HAVE A SCHEDULE 40 SLEEVE.
- 12 - REMOVE EXISTING WATER METER AND ALL APPURTENANCE PER W-29
- 13 - FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER WEST VALLEY WATER DISTRICT STD. DWG. W-2.
- 14 - CUT, PLUG AND ABANDON EXISTING 6" WATER MAIN IN PLACE PER WEST VALLEY WATER DISTRICT STD. DWG. NO. W-29.
- 15 - INSTALL 2" AIR RELEASE VALVE PER WEST VALLEY WATER DISTRICT STD. DWG. NO. W-48.
- 16 - INSTALL 4" BLOW-OFF ASSEMBLY PER WEST VALLEY WATER DISTRICT STD.
- 17 - INSTALL 12" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STD. DWG. NO. W-11
- 18 - DISCONNECT EXISTING FIRE HYDRANT FROM EXISTING 6" WATER MAIN TO BE ABANDONED, AND RE-CONNECT TO PROPOSED 12" D.I.P. WATER PIPE. UPGRADE FIRE HYDRANT PER W-2 WITH A BREAK OFF CHECK VALVE
- 19 - INSTALL 12" 45' DUCTILE BEND AND PROVIDE THRUST BLOCK PER WEST VALLEY WATER DISTRICT STD. DWG. NO. W-3A.

**QTY:**

1,321 LF	17 LF	4 EA	3 EA	1 EA	5 EA	2 EA	2 EA	1,357 LF	1 EA	1 EA	1 EA	4 EA	N/A	1 EA	8 EA	1 EA	4 EA
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**DUCTILE IRON PIPE NOTES:**

1. ALL DUCTILE IRON PIPE SHALL BE INTERNALLY RESTRAINED PER WEST VALLEY WATER DISTRICT STD. DWG. NO. W-30.
2. ALL DUCTILE IRON PIPE BENDS AND FITTINGS SHALL BE MECHANICALLY RESTRAINED AS SHOWN ON THE PLANS.
3. RESTRAINTS SHALL BE DETERMINE IN FIELD IF ADDITIONAL THRUST BLOCKS OR RESTRAINTS SHALL BE REQUIRED.

**DESIGN**

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION OF A CIVIL ENGINEER LICENSED IN STATE OF CALIFORNIA AND ARE IN ACCORDANCE WITH TITLE 22, CODE OF REGULATIONS, CHAPTER 16, CALIFORNIA WATERWORKS STANDARD OF THE STATE OF CALIFORNIA.

SIGNATURE OF DESIGN ENGINEER: [Signature] RCE NO. & EXPIRATION DATE: 96155 Exp. 12/31/20 DATE: 4/9/19

**FIRE**

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

CITY OF RIALTO FIRE DEPARTMENT  
SIGNATURE OF FIRE AGENCY: [Signature] TITLE: Asst. FM DATE: 4/11/19

**WATER**

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE WEST VALLEY WATER DISTRICT AND THAT THE DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

SIGNATURE: Clarence C. Manselley TITLE: General Manager DATE: 04/18/19



**Thienes Engineering, Inc.**  
CIVIL ENGINEERING & LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH: (714) 521-4811 FAX: (714) 521-4773

**WEST VALLEY WATER DISTRICT**  
**DOMESTIC WATER IMPROVEMENT PLAN**  
**PRESSURE ZONE: 3, DRAWING #D18018**  
855 W. VALLEY BLVD., RIALTO CA  
(BETWEEN SPRUCE AVE. AND CACTUS AVE.)

SHEET 1 OF 3  
SHEETS  
DWG. NO.

Last Update: 3/12/19  
C:\3600-3668\3668\WATER\3668dm-01.dwg

**Underground Service Alert**  
Call: TOLL FREE  
1-800-227-2800

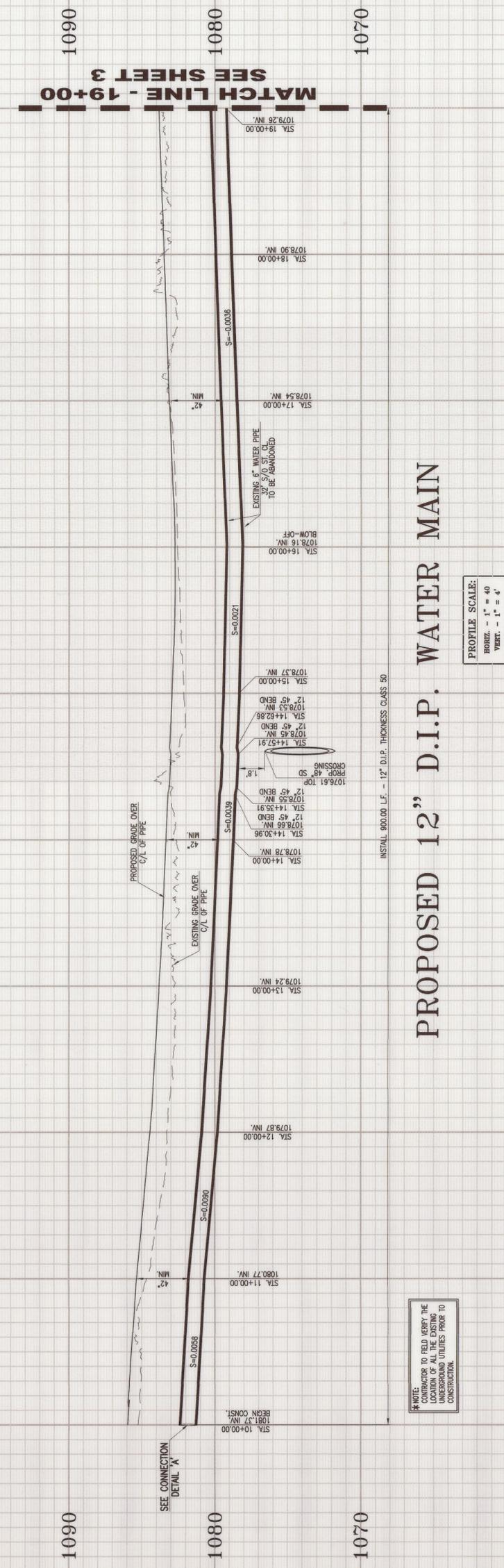
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK: CITY OF RIALTO BENCHMARK NO. "005-88"  
CITY OF RIALTO BRASS DISC SET IN NORTH END PCC 8"ØØ9 INLET 4 FOOT EAST OF CURB 23 FEET EAST OF CENTERLINE OF LILAC AVENUE AND 71 FEET NORTH OF CENTERLINE OF VALLEY BOULEVARD.  
ELEVATION = 1079.169' (NGVD '29 / 1989 ADJ.)

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO AROUND THE PERIMETER OF THE PROJECT. DESIGN PROFESSIONAL SHALL BE LIMITED TO THE DESIGN PROFESSIONAL HARNESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

**WATER CONSTRUCTION NOTES:**

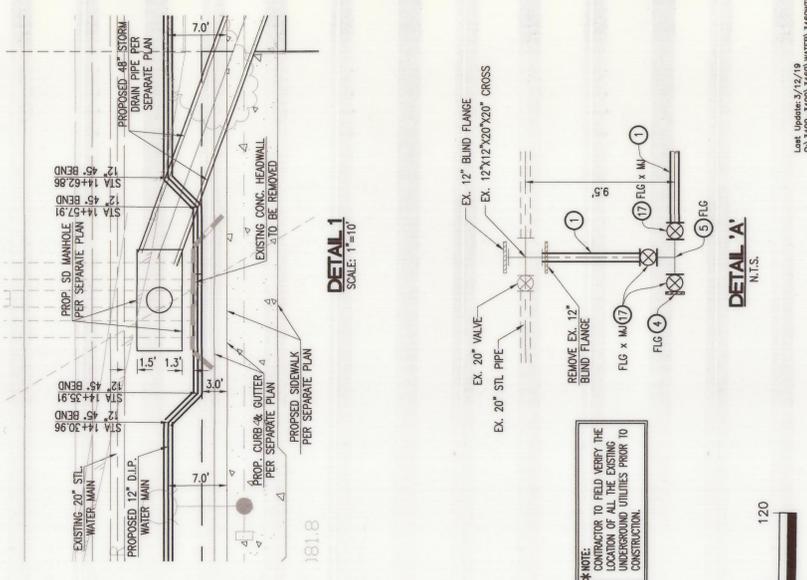
- 1- INSTALL 12" D.I.P. THICKNESS CLASS 50 PIPE
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- 9- TRENCH BACKFILL AND TRENCH REPAIR PER WEST VALLEY WATER DISTRICT STD. NO. W-1.
- 10- INSTALL 6" DOMESTIC WATER SERVICE W/ 2" METER AND BACKFLOW PREVENTER PER WEST VALLEY WATER DISTRICT STD. D.W.G. NO. W-5.
- 11- INSTALL 2" IRRIGATION WATER SERVICE W/ 1.5" METER AND BACKFLOW PREVENTER PER WEST VALLEY WATER DISTRICT STD. D.W.G. NO. W-5.
- 12- REMOVE EXISTING WATER METER AND ALL APPURTENANCE PER W-29
- 13- FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER WEST VALLEY WATER DISTRICT STD. D.W.G. W-2.
- 14- CUT, PLUG AND ABANDON EXISTING 6" WATER MAIN IN PLACE PER WEST VALLEY WATER DISTRICT STD. D.W.G. NO. W-68.
- 15- INSTALL 2" AIR RELEASE VALVE PER WEST VALLEY WATER DISTRICT STD. D.W.G. NO. W-68.
- 16- INSTALL 4" BLOW-OFF ASSEMBLY PER WEST VALLEY WATER DISTRICT STD. D.W.G. NO. W-7.
- 17- INSTALL 12" BUTTERFLY VALVE PER WEST VALLEY WATER DISTRICT STD. D.W.G. NO. W-11
- 18- DISCONNECT EXISTING FIRE HYDRANT FROM EXISTING 6" WATER MAIN TO BE ABANDONED, AND RE-CONNECT TO PROPOSED 12" D.I.P. WATER PIPE. UPGRADE FIRE HYDRANT PER W-2 WITH A BREAK OFF CHECK VALVE
- 19- INSTALL 12' 45" DUCTILE BEND AND PROVIDE THRUST BLOCK PER WEST VALLEY WATER DISTRICT STD. D.W.G. NO. W-3A.



**PROPOSED 12" D.I.P. WATER MAIN**

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

\*NOTE: READ VERIFY THE LOCATION OF ALL THE EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.



**WEST VALLEY WATER DISTRICT**  
**DOMESTIC WATER IMPROVEMENT PLAN**  
**PRESSURE ZONE: 3, DRAWING #D18018**  
855 W. VALLEY BLVD., RIALTO CA  
(BETWEEN SPRUCE AVE. AND CACTUS AVE.)

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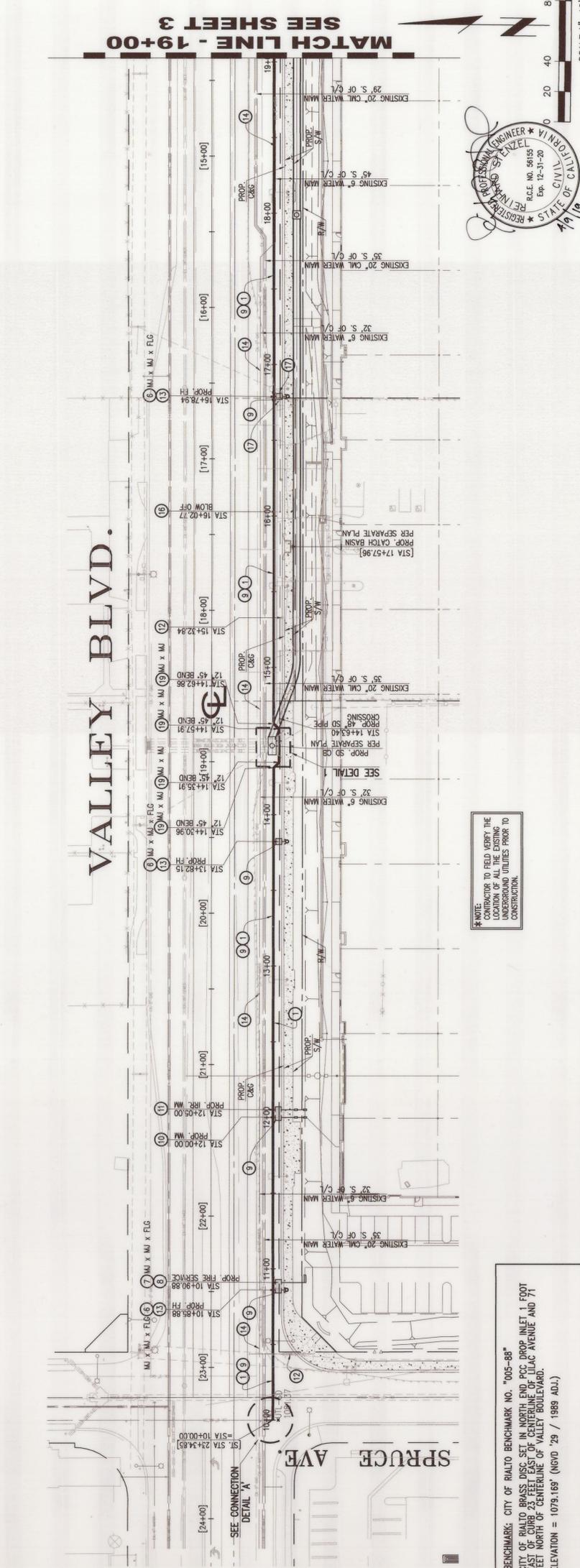
Revision	By	Date	Approval

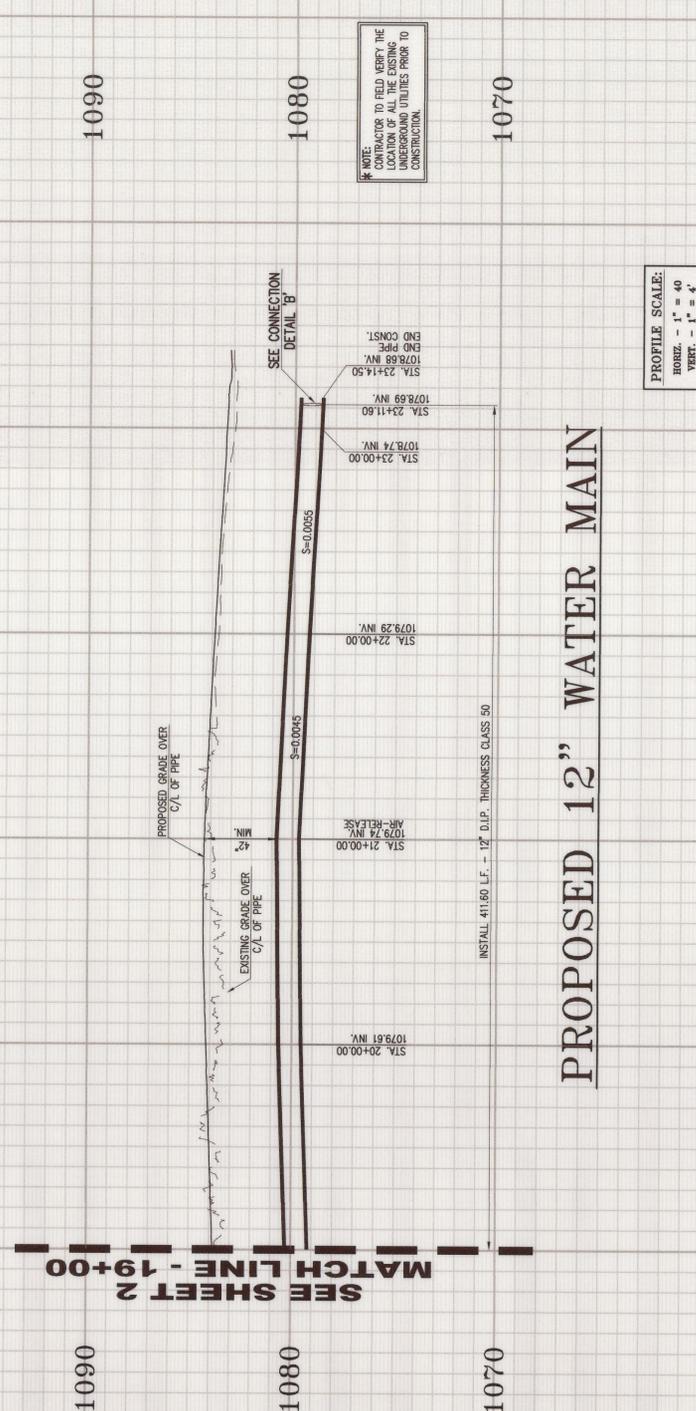
Underground Service Alert  
Call: TOLL FREE  
1-800-227-2800

CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

BENCHMARK: CITY OF RIALTO BENCHMARK NO. "005-88"  
CITY OF RIALTO BRASS DISC SET IN NORTH END, P.O. BOX 11007  
100 FEET NORTH OF CENTERLINE OF VALLEY BOULEVARD.  
ELEVATION = 1079.165' (NGVD '29 / 1985 ADJ.)

CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

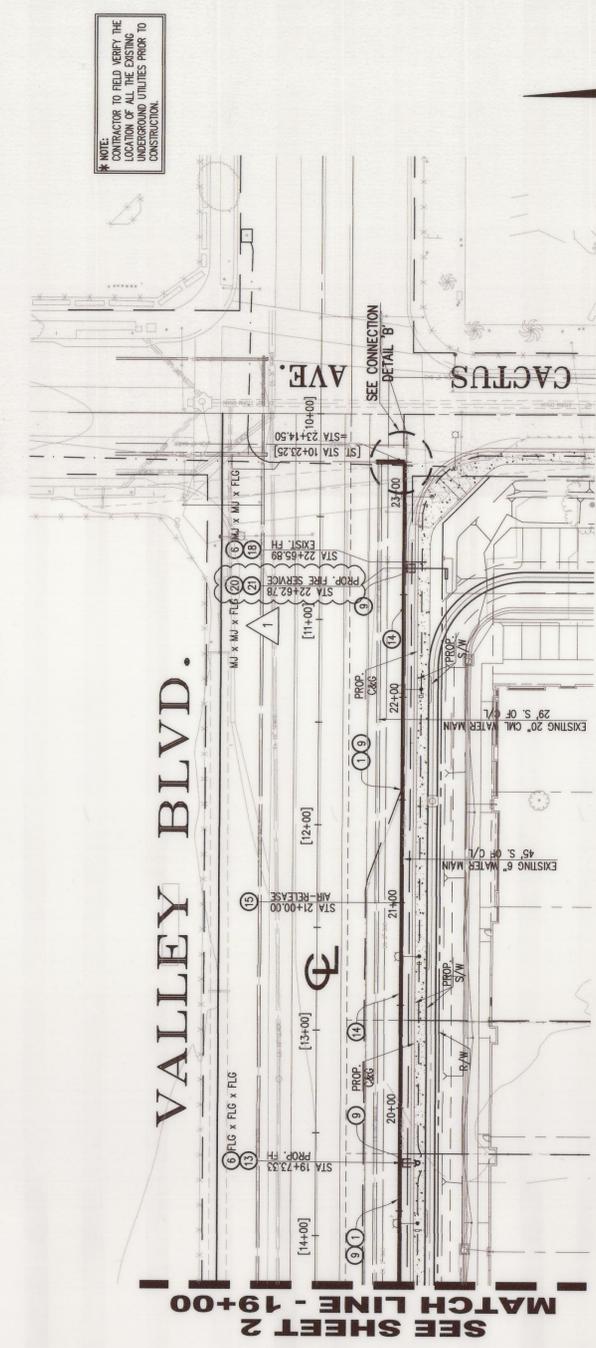




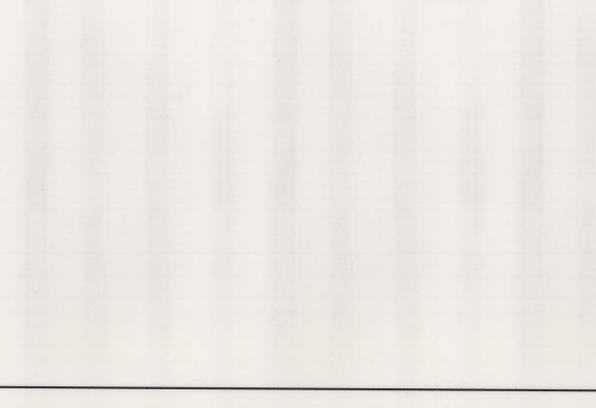
**PROPOSED 12" WATER MAIN**

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

19+00 20+00 21+00 22+00 23+00



**VALLEY BLVD.**



**WATER CONSTRUCTION NOTES:**

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BENCHMARK: CITY OF RIALTO BENCHMARK NO. "005-88"  
CITY OF RIALTO BRASS DISC SET IN NORTH END P.O. BOX 2000 INLET 1.5 FOOT  
EAST OF CURB 23 FEET EAST OF CENTERLINE OF CACTUS AVENUE AND 71  
FEET NORTH OF CENTERLINE OF VALLEY BOULEVARD.  
ELEVATION = 1079.168' (NOVD '29 / 1989 ADJ.)

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS AGREEMENT IS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RIALTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

Underground Service Alert  
Call: TOLL FREE  
1-800-227-2800  
TWO WORKING DAYS BEFORE YOU DIG

Revision	No.	By	Date	Approval

Designed	Drawn	Checked	Job No.

Scale: AS SHOWN

**Thiens Engineering, Inc.**  
CIVIL ENGINEERING, LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH: (714) 821-4811 FAX: (714) 821-4173

**WEST VALLEY WATER DISTRICT**  
DOMESTIC WATER IMPROVEMENT PLAN  
PRESSURE ZONE: 3, DRAWING #D18018  
855 W. VALLEY BLVD., RIALTO CA  
(BETWEEN SPRUCE AVE. AND CACTUS AVE.)

SHEET 3 OF 3  
DWG. NO.



# Exhibit C

## WEST VALLEY WATER DISTRICT

**COST ESTIMATE  
OFF SITE WATER IMPROVEMENTS  
855 WEST VALLEY BLVD.**

Developer: Panattoni  
 Engineer: Thienes Engineering  
 Phone No: 714-521-4811  
 Plan No: \_\_\_\_\_

Planning Cse # PPD2017-0089  
 TM No./PM No.: PM 19920  
 Date: 4/3/2019

**10471**

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
12" D.I.P.	1,334	LF	\$100.00	\$133,400.00
20" D.I.P.	17	LF	\$200.00	\$3,400.00
20"x12" FLG. REDUCER	1	EA	\$800.00	\$800.00
12" BLIND FLG.	3	EA	\$300.00	\$900.00
12"x12"x12" TEE	1	EA	\$500.00	\$500.00
12"x12"x6" TEE	5	EA	\$400.00	\$2,000.00
12"x12"x10" TEE	2	EA	\$450.00	\$900.00
TRENCH PVMT. REPLACEMENT	2,734	SF	\$3.00	\$8,202.00
2" DOM. WATERMETER	1	EA	\$1,500.00	\$1,500.00
2" IRR. WATERMETER	1	EA	\$1,500.00	\$1,500.00
REMOVE EX. WATERMETER	1	EA	\$1,000.00	\$1,000.00
FIRE HYDRANT	4	EA	\$3,500.00	\$14,000.00
2" AIR RELEASE VALVE	1	EA	\$1,000.00	\$1,000.00
4" BLOW OFF	1	EA	\$1,500.00	\$1,500.00
RELOCATE EX.F.H.	1	EA	\$1,800.00	\$1,800.00
12" 45° BEND	4	EA	\$500.00	\$2,000.00
10" DDC	2	EA	\$4,000.00	\$8,000.00
12" BUTTERFLY VALVE	8	EA	\$900.00	\$7,200.00
<b>On-site Total</b>				<b>\$189,602.00</b>



# Exhibit D

**BOARD OF DIRECTORS**

**Dr. Michael Taylor**  
*President, Board of Directors*  
**Kyle Crowther**  
*Vice President, Board of Directors*  
**Dr. Clifford O. Young, Sr.**  
*Director*  
**Greg Young**  
*Director*  
**Donald Olinger**  
*Director*  
**Crystal L. Escalera**  
*Board Secretary*  
**Patricia Romero**  
*Assistant to the Board Secretary*



**ESTABLISHED AS A PUBLIC AGENCY IN 1952**  
WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,  
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT  
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE  
WATER-USE EFFICIENCY AND CONSERVATION.

**ADMINISTRATIVE**

**2.9.b**

**Clarence C. Mansell, Jr.**  
*Interim General Manager*  
**Ricardo Pacheco**  
*Assistant General Manager*  
**Deborah L. Martinez**  
*Human Resources  
and Risk Manager*  
**Naisha Davis**  
*Chief Financial Officer*

**2018 HOLIDAY LIST**

MONDAY, DECEMBER 24	CHRISTMAS EVE
TUESDAY, DECEMBER 25	CHRISTMAS
MONDAY, DECEMBER 31	NEW YEAR'S EVE

**2019 HOLIDAY LIST**

TUESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 21	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 18	PRESIDENT'S DAY
MONDAY, MAY 27	MEMORIAL DAY
THURSDAY, JULY 4	INDEPENDENCE DAY
MONDAY, SEPTEMBER 2	LABOR DAY
MONDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 28	THANKSGIVING
FRIDAY, NOVEMBER 29	DAY AFTER THANKSGIVING
TUESDAY, DECEMBER 24	CHRISTMAS EVE
WEDNESDAY, DECEMBER 25	CHRISTMAS
TUESDAY, DECEMBER 31	NEW YEAR'S EVE

**2020 HOLIDAY LIST**

WEDNESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 20	MARTIN LUTHER KING, JR.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION  
 AND CONVEYANCE AGREEMENT WITH CALATLANTIC GROUP, INC  
 FOR CYPRESS AVENUE OFFSITE WORK FOR TRACT 20212

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**BACKGROUND:**

Calatlantic Group, Inc. (“Developer”) is the owner of land located at the northeast corner of Casa Grande Avenue and Cypress Avenue in the City of Fontana, known as Tract No. 20212, Summit at Rosena (“Development”), as shown in **Exhibit A**. The Development is part of a master-planned community and contains 28 multi-family residential lots requiring domestic, irrigation and fire services. In developing this land, the Developer is required to extend a 12-inch water main 580-feet north, from the intersection of Casa Grande Avenue and Cypress Avenue, to the northern most property line of the tract.

**DISCUSSION:**

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

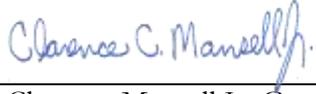
**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors approve the Water System Infrastructure Installation and Conveyance Agreement with Calatlantic Group, Inc.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

DG:ce

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement

**MEETING HISTORY:**

05/15/19      Engineering and Planning Committee REFERRED TO BOARD

# EXHIBIT A



**Cypress Ave  
Water Main Extension**

**PROJECT  
SITE**

Sierra Ave

Casa Grande Dr

Madrid Way



**Exhibit A  
Tract 20213**

# WEST VALLEY WATER DISTRICT

Tract 20212

Tract 20154

Tract 20213

**FONTANA WATER  
COMPANY**

EDISON EASEMENT

SUMMIT

Mango Ave

Sierra Ave

CYPRESS

CASA GRANDE

CYPRESS

SIERRA



## Exhibit A



# EXHIBIT B

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **CALATLANTIC GROUP, INC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20212** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **CYPRESS AVENUE OFFSITE WATER IMPROVEMENT PLANS FOR TRACT NO. 20212**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

**2. CONSTRUCTION**

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

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

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

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

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

**3. LICENSES AND PERMITS**

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

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

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

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **CYPRESS AVENUE OFFSITE WATER IMPROVEMENT PLANS FOR TRACT NO. 20212**, is **ONE HUNDRED THOUSAND no/100 dollars (\$100,000)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **ONE HUNDRED THOUSAND no/100 dollars (\$100,000)**, equal to 100 percent of the approved Developer's estimate.

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

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
*RE:* Cypress Ave Offsite Water Improvement Plans for Tract No. 20212

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

CALATLANTIC GROUP, INC  
ATTENTION: GEOFF SMITH  
980 MENTECITO DRIVE, SUITE 206  
CORONA, CA 92879

*RE:* Cypress Ave Offsite Water Improvement Plans for Tract No. 20212

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

SURETY NAME:  
ATTN TO:  
ADDRESS

*RE:* Cypress Ave Offsite Water Improvement Plans for Tract No. 20212

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

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

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

**8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

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

**9. INSPECTION**

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

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger

or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

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

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

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

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

**10. TESTING AND DISINFECTION**

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

**11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

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

**12. AS-CONSTRUCTED DOCUMENTATION**

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

### **13. INDEMNIFICATION**

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

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

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

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

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

### **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement,

fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

**15. COSTS AND FEES**

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

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

**16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM**

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

**17. PERMANENT WATER SERVICE**

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

## **18. BREACH OR DEFAULT OF AGREEMENT**

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

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

## **19. SUCCESSORS BOUND**

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

## **20. ENFORCEMENT OF PROVISIONS**

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

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Clarence C. Mansell, Jr., General Manager

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

**DEVELOPER:**

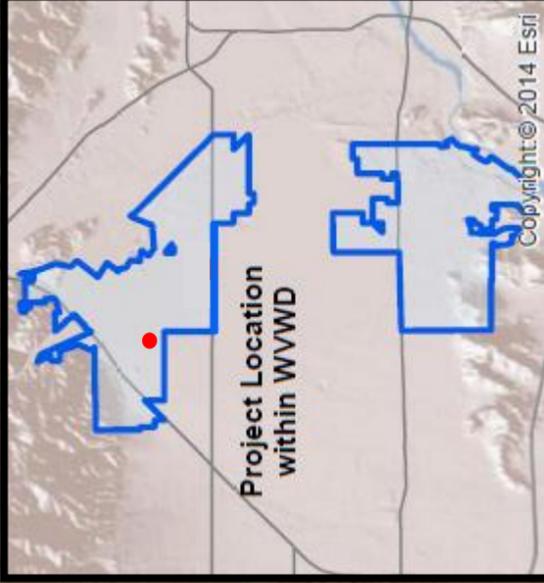
**CALATLANTIC GROUP, INC**

By: **CALATLANTIC GROUP, INC**  
**a Delaware Corporation**

By: \_\_\_\_\_  
Geoff Smith  
Authorized Agent

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

# Exhibit A



**Cypress Ave  
Water Main Extension**

**PROJECT  
SITE**

Sierra Ave

Casa Grande Dr

Madrid Way



**Exhibit A  
Tract 20213**

# Exhibit B

**GENERAL CONSTRUCTION NOTES**

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES AS OF THE DATE OF PLAN APPROVAL.
- THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS. CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT. A CAL-OSHA EXCAVATION PERMIT SHALL BE REQUIRED FOR TRENCHES IN EXCESS OF 5.0 FEET IN DEPTH.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THE ENGINEER, AND HIS REPRESENTATIVE, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL UNCOVER AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES PRIOR TO EXCAVATING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITY UNDERGROUND SERVICE ALERT AT 1-800-227-2800 PRIOR TO BEGINNING.
- THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION OUTSIDE OF THE PROJECT AREA.
- PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY AND IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR BACKFILL TO TWELVE (12) INCHES ABOVE THE PIPE SHALL BE GRANULAR MATERIAL WITH A MINIMUM SAND EQUIVALENT OF 30.
- NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE DENSITY TESTS. COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 90% RELATIVE COMPACTION.
- COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION.
- THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE ENGINEER AND ANY AGENCY HAVING JURISDICTION THEREOF, ANY ROAD BASE, PAVING, CURB AND GUTTER OR OTHER IMPROVEMENTS CUT, REMOVED OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
- PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DAMAGE BY ANY MEANS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: EXCESSIVE WEIGHT, IMPROPER STORAGE, IMPROPER HANDLING AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S INSPECTOR.
- THE CONTRACTOR, AT THE END OF EACH DAY'S WORK, SHALL ENSURE THAT ALL OPENINGS INTO THE PIPELINE ARE SECURELY PLUGGED AND STOPPED SO THAT NO ANIMAL, FOWL OR RODENT CAN ENTER THE PIPELINE.
- ALL WORK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTRICT INSPECTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED INSPECTION SHALL BE MADE OF THE FOLLOWING PHASES OF WORK: TRENCHING, INSTALLATION OF PIPE, VALVES, FITTINGS, VAULTS, BACKFILL AND COMPACTION/LEAKAGE TESTING, AND FINAL INSPECTION.
- THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

**PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:**

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED BY THE CONTRACTOR. SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT, THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT ON RECORD OR NOT SHOWN ON THESE PLANS.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, HE WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

**UNAUTHORIZED CHANGES AND USES:**

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ANY CHANGES MUST BE MADE BY THE PREPARER OF THESE PLANS, APPROVED BY THE ENGINEER.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, HE WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

**WATER NOTES**

- PIPE 10" AND SMALLER SHALL BE CLASS 350 DUCTILE PIPE, OR CLASS 150, 10 GAUGE, CEMENT MORTAR LINED AND COATED STEEL PIPE, PIPE 12" AND LARGER SHALL BE CLASS 150, 10 GAUGE, CEMENT MORTAR LINED AND COATED STEEL PIPE.
- WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE, MINIMUM 1" DIAMETER, WITH 1/2" THICK WALL AND 1/2" O.D. W/M.G. THERE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED.
- ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
- MAIN 10" AND SMALLER WATER SERVICE LATERALS SHALL BE 30" MINIMUM FOR WATER MAIN 12" AND LARGER SHALL BE 42" MINIMUM OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
- FIRE HYDRANTS SHALL BE 6" X 4" X 2-1/2" GLOW MODEL 850 OR EQUAL. PAINTED PER SPECIFICATION WITH YELLOW FINISH COLOR. THE 4" OUTLET SHALL BE PERPENDICULAR TO THE CURB OR FUTURE CURB.
- DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE 30" MINIMUM. FOR WATER MAIN 10" AND SMALLER SHALL BE 36" MINIMUM. FOR WATER MAIN 12" AND LARGER SHALL BE 42" MINIMUM OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
- CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL PIPE BENDS (WHERE PIPE CHANGES IN DIRECTION MORE THAN 10°) AND FITTINGS, IN ACCORDANCE WITH DISTRICT'S STANDARD DRAWINGS.
- AN AIR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM. A BLOW-OFF ASSEMBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.
- A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE, WHICH IS SET IN THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING VALVE BOXES TO GRADE AFTER FINAL GRADING OR PAVING OPERATION.
- VALUES 1/2-INCHES AND LARGER SHALL BE OF BUTTERFLY VALVES. VALUES 10-INCHES AND SMALLER SHALL BE OF PRESSURE WEDGE GATE VALVES. VALVES SHALL BE RATED FOR 150 P.S.I. OPERATION PRESSURE AND SHALL HAVE FLANGED ENDS. SPECIAL FLANGE ADAPTOR SHALL BE FURNISHED FOR CONNECTING VALVES TO PIPE AND PIPE FITTING.
- ALL NEW WATER FACILITIES IMPROVEMENTS SHALL BE TESTED AND DISINFECTED PRIOR TO CONNECTING TO EXISTING WATER SYSTEM. PER AWWA C601. CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY BULLHEADS AS REQUIRED FOR PRESSURE TESTING, AND ANY AMENDMENTS THERETO.
- IF CONSTRUCTION HAS NOT COMMENCED WITH IN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
- CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS FOR DOMESTIC WATER FACILITIES.
- WATERLINES TO BE CONSTRUCTED ONLY AFTER THE CONSTRUCTION OF CONCRETE CURB & GUTTER.
- CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN.

**DUCTILE IRON PIPE NOTES**

- DUCTILE IRON SHALL BE RESTRAINED PER W-30
- ALL DUCTILE IRON BENDS & FITTINGS SHALL BE MECHANICALLY RESTRAINED AS INDICATED ON THE PLANS
- INSPECTION SHALL DETERMINE IN FIELD IF ADDITIONAL THRUST BLOCKS OR RESTRAINTS ARE REQUIRED

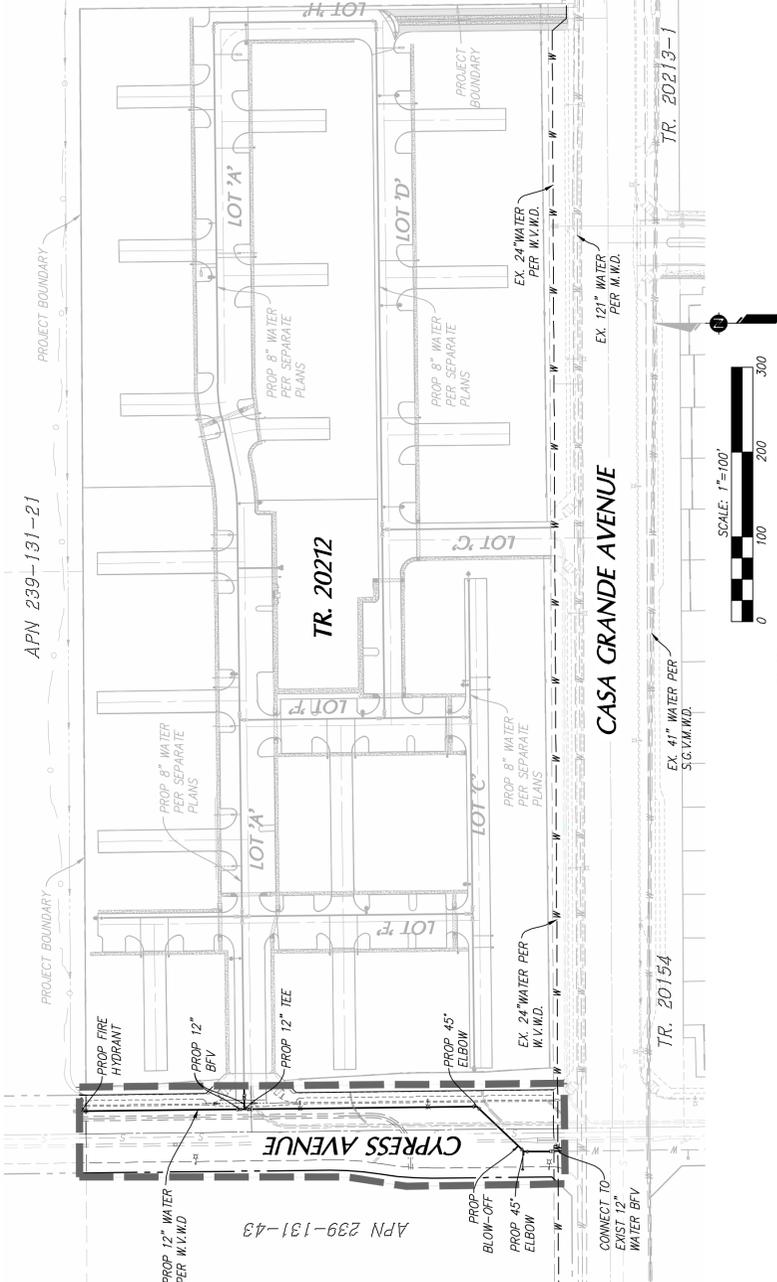
# WEST VALLEY WATER DISTRICT CYPRESS AVENUE OFFSITE WATER IMPROVEMENT PLANS FOR TRACT - 20212 IN THE CITY OF FONTANA

**DEVELOPER/OWNER**

LENMAR HOMES  
980 MONTECITO DRIVE, SUITE 302  
CORONA, CA 92609  
(951) 881-7954  
FAX (951) 817-3650

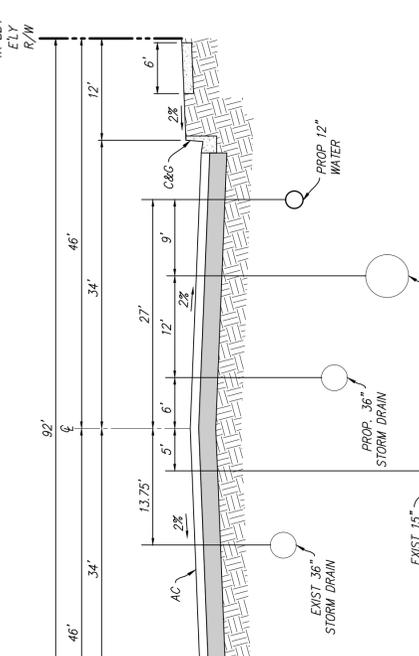
**ENGINEER**

K&A ENGINEERING, INC.  
357 N. SHERIDAN STREET, SUITE 117  
CORONA, CA 92680  
PHONE: (951) 279-1800



**WATER CONSTRUCTION NOTES**

NO.	DESCRIPTION	QUANTITIES
1	FURNISH AND CONSTRUCT 12" DIAMETER THICKNESS CLASS 50, IN TRENCH PER WWD STD. DETAIL W-1	580 LF
2	FURNISH AND INSTALL 12" 45° ELBOW D.I.	2 EA
3	REMOVE PLUG AND CONNECT TO EXIST BUTTERFLY VALVE	1 EA
4	FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WWD STD. DWG. NO. W-11	4 EA
5	FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WWD STD. DWG. NO. W-7	1 EA
6	FURNISH AND INSTALL 6" FIRE HYDRANT PER WWD STD. DWG. NO. W-2	1 EA
7	FURNISH AND INSTALL 12" BLIND FLANGE	1 EA
8	FURNISH AND INSTALL 12" X 12" X 12" TEE D.I.	1 EA
9	FURNISH AND INSTALL INVERTED SIPHON PER WWD STD. DWG. NO. W-26	1 EA
10	FURNISH AND INSTALL AIR VAC PER WWD STD. DWG. NO. W-6	1 EA
11	FURNISH AND INSTALL 12" X 12" X 6" TEE D.I.	1 EA



**TYPICAL SECTION**

CYPRESS AVENUE  
N/S



NO.	BY	DATE	APPROVAL

NO.	BY	DATE	APPROVAL

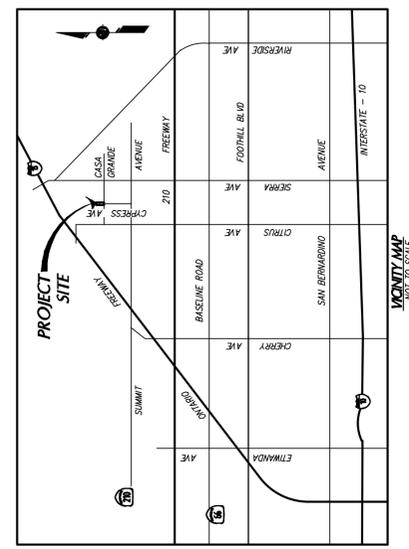
BENCH MARK: BM #B-17  
BASIS OF BEARING: THE EAST LINE OF THE SE 1/4 OF SECTION 19, ALSO BEING THE CENTERLINE OF SIERRA AVENUE PER 1947-48 MAP NO. 1940A, P.M.B. BEING: N00°33'32"W  
ELEVATION=1428.609

357 N. SHERIDAN STREET  
SUITE 117  
CORONA, CALIFORNIA 92680  
TEL: (951) 279-1800  
FAX: (951) 279-4380  
ELEVATION=1428.609

**K&A ENGINEERING, INC.**  
LAND PLANNING  
SURVEYING  
Engineering, Inc.

WEST VALLEY WATER DISTRICT  
CYPRESS AVENUE OFFSITE WATER IMPROVEMENT PLANS 1 SHEET  
FOR TRACT - 20212 OF 2 SHEETS  
TITLE SHEET

APR 23 2021



- ABBREVIATIONS**
- AR/AR AIR RELEASE AND VACUUM RELEASE
  - AWWA AMERICAN WATER WORKS ASSOCIATION
  - BFV BUTTERFLY VALVE
  - BOY BOTTOM OF PIPE
  - C&G CURB AND GUTTER
  - CB CATCH BASIN
  - C/C CENTERLINE
  - DWG DRAWING
  - EXIST EXISTING
  - GB GRADE BREAK
  - INV INVERT
  - MYS NOT TO SCALE
  - MAX MAXIMUM
  - MIN MINIMUM
  - P/L PROPERTY LINE
  - PROP PROPOSED
- PUBLIC UTILITY EASEMENT**
- PVC POLYVINYL CHLORIDE
  - R RADIUS
  - RCE REGISTERED CIVIL ENGINEER
  - R/W RIGHT-OF-WAY
  - SD STORM DRAIN
  - STA STATION
  - STD STANDARD
  - SSPWC SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK)
  - TEMP TEMPORARY
  - TOP TOP OF PIPE
  - WAT WATER

**LEGAL DESCRIPTION**

PORTION OF PARCEL 6: THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, CALIFORNIA, BEING THAT PORTION OF SAID PARCEL 6, DESCRIBED IN OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL DATED OCTOBER 14, 1875

EXCEPTING THEREFROM THE SOUTH 80 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE NORTH 32.00 FEET OF THE SOUTH 112.88 FEET THEREOF.

ALSO EXCEPTING THEREFROM 1/2 INTEREST IN AND TO ALL OIL, MINERALS, ASPHALTUM AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM JAMES R. JOHNSON AND MILDRED E. JOHNSON HUSBAND AND WIFE TO BERRY INVESTMENT COMPANY, INC. RECORDED NOVEMBER 25, 1957 IN BOOK 4376, PAGE 206 OF OFFICIAL RECORDS.

**DESIGN**

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION OF A REGISTERED PROFESSIONAL CIVIL ENGINEER LICENSED UNDER CHAPTER 16, CALIFORNIA WATERWORKS STANDARD OF THE STATE OF CALIFORNIA.

SIGNATURE OF DESIGN ENGINEER: \_\_\_\_\_ RCE NO. & EXPIRATION DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

**FIRE**

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY:  
CITY OF FONTANA

SIGNATURE OF FIRE AGENCY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**WATER CERTIFICATION**

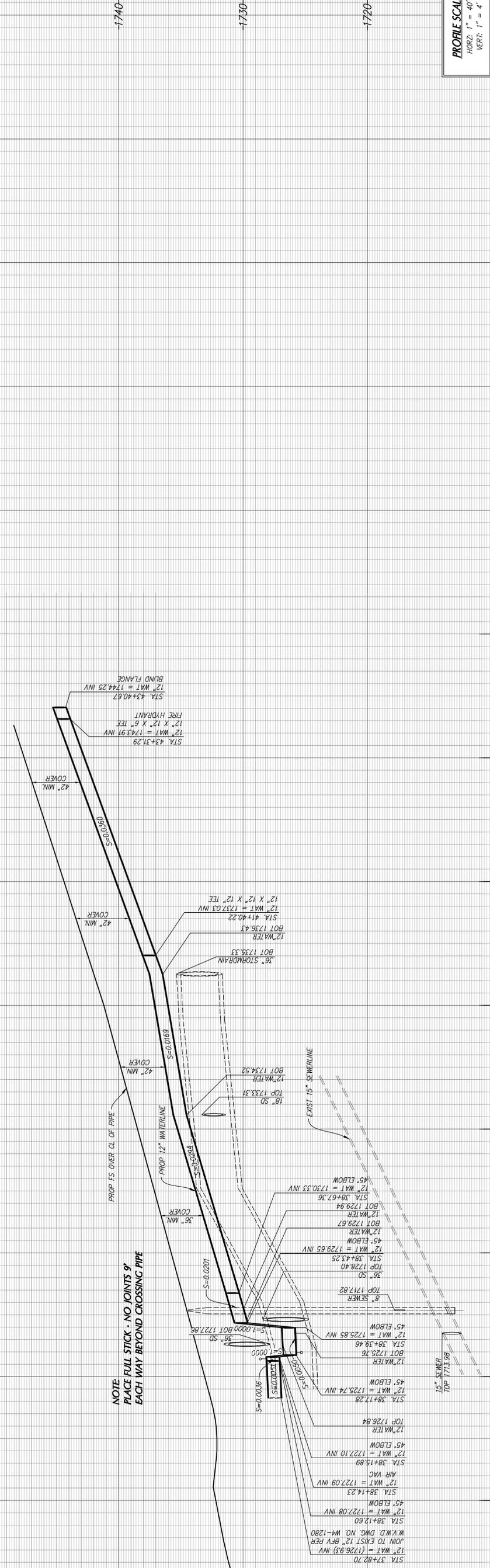
THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE WEST VALLEY WATER DISTRICT AND THAT THE DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

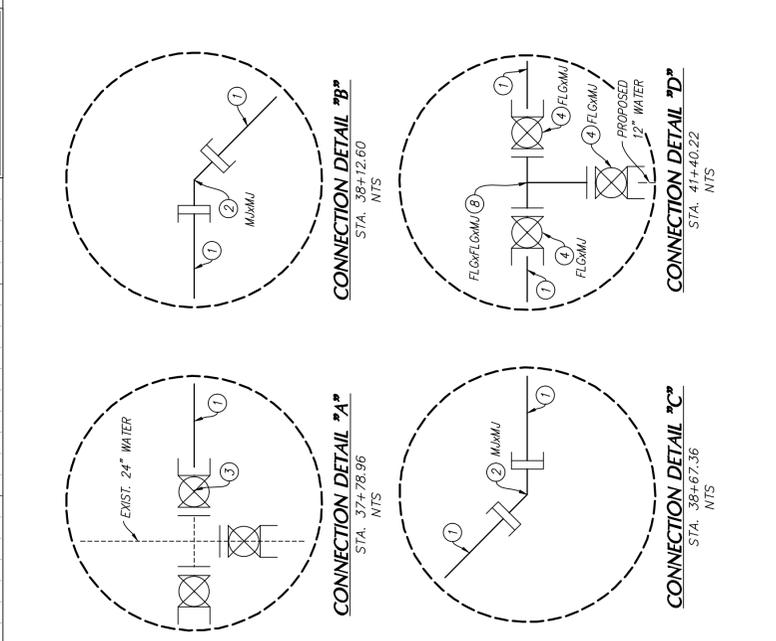
PRESSURE ZONE 6 / PROJECT# D19008

1740  
1730  
1720

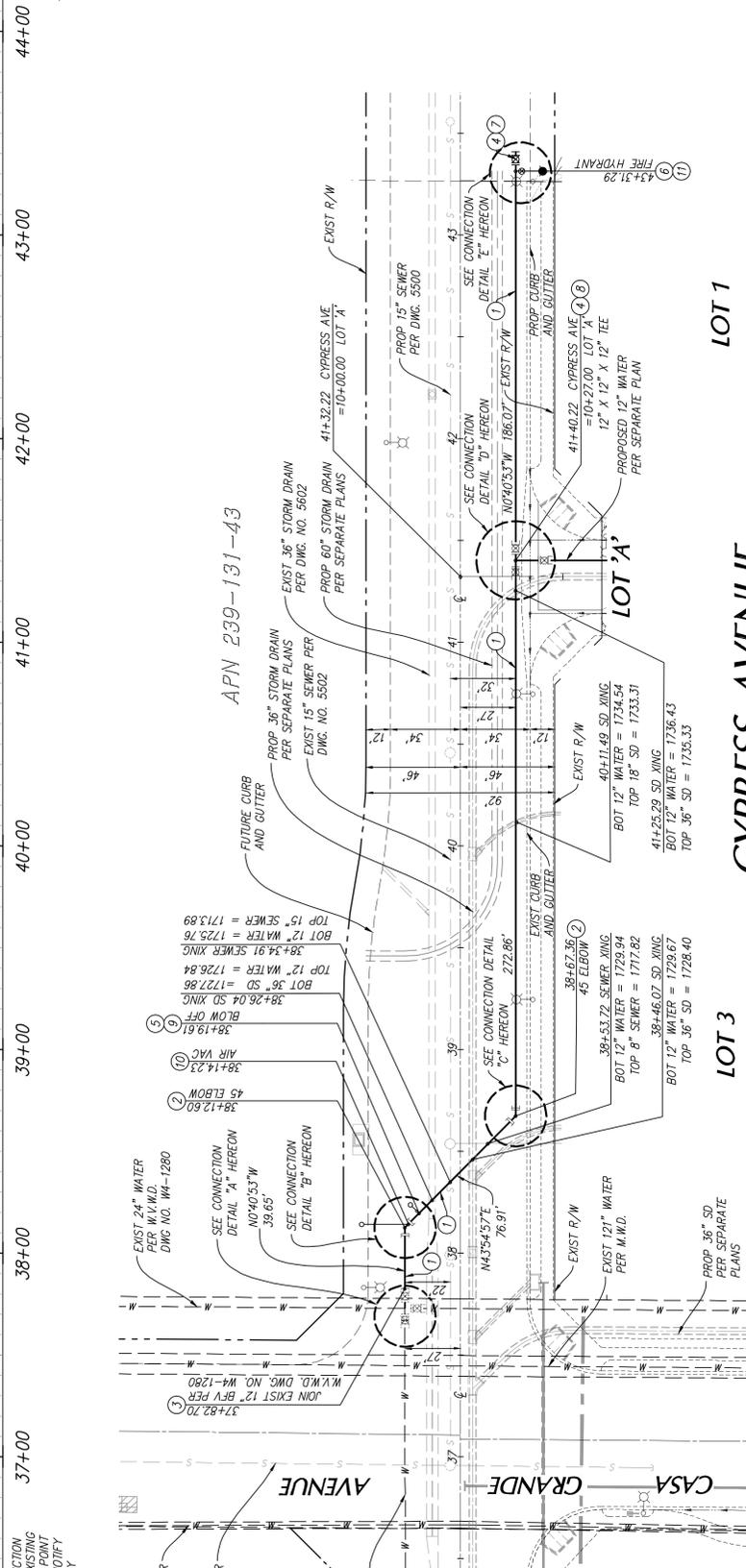
**PROFILE SCALE**  
HORIZ: 1" = 40'  
VERT: 1" = 4'



**NOTE**  
PLACE RULL STICK - NO JOINTS 9'  
EACH WAY BEYOND CROSSING PIPE



- WATER CONSTRUCTION NOTES**
- FURNISH AND CONSTRUCT 12" D.I.P. THICKNESS CLASS 50, IN TRENCH PER WIND STD. DETAIL W-1
  - REMOVE PLUG AND INSTALL 12" 45° ELBOW D.I.
  - REMOVE PLUG AND CONNECT TO EXIST BUTTERFLY VALVE
  - FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WIND STD. D.M.G. NO. W-11
  - FURNISH AND INSTALL 4" BLOW-OFF ASSEMBLY PER WIND STD. D.M.G. NO. W-7
  - FURNISH AND INSTALL 6" FIRE HYDRANT PER WIND STD. D.M.G. NO. W-2
  - FURNISH AND INSTALL 12" BLIND FLANGE
  - FURNISH AND INSTALL 12" X 12" X 12" TEE D.I.
  - FURNISH AND INSTALL INVERTED SIPHON PER WIND STD. D.M.G. NO. W-26
  - FURNISH AND INSTALL AIR VAC PER WIND STD. D.M.G. NO. W-6
  - FURNISH AND INSTALL 12" X 12" X 6" TEE D.I.



**WEST VALLEY WATER DISTRICT**  
CYPRESS AVENUE OFFSITE WATER IMPROVEMENT PLANS 2  
FOR TRACT - 20212  
**PLAN & PROFILE**

ENGINEERING  
LAND PLANNING  
SURVEYING  
Engineering, Inc.

357 N. SHERIDAN STREET  
SUITE 117  
CORONA, CALIFORNIA 92880  
TEL (951) 279-7800  
FAX (951) 279-4380  
BEING: N00333327W

AMR H. FALLAHI, PCE 55534 DATE

**CONNECTION DETAIL "A"**  
STA. 37+78.96  
NTS

**CONNECTION DETAIL "B"**  
STA. 38+12.60  
NTS

**CONNECTION DETAIL "C"**  
STA. 38+67.36  
NTS

**CONNECTION DETAIL "D"**  
STA. 41+40.22  
NTS

**CONNECTION DETAIL "E"**  
STA. 43+31.29  
NTS

**BENCH MARK:** BM #B-17  
BRASS DISK LOCATED IN S.C.E. TOWER SECTION 19, ALSO BEING THE CENTERLINE OF SIERRA AVENUE PER M.G. MAP NO. 19404, P.M.B. 242 97-88  
BEING: N00333327W  
ELEVATION=1428.609

**BASIS OF BEARING:** THE EAST LINE OF THE SE 1/4 OF SECTION 19, ALSO BEING THE CENTERLINE OF SIERRA AVENUE PER M.G. MAP NO. 19404, P.M.B. 242 97-88  
BEING: N00333327W

APN 239-131-43

LOT 1  
LOT 2  
LOT 3

CYPRESS AVENUE

SCALE: 1"=40'

0 40 80 120

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

A PUBLIC SERVICE BY  
TOLL FREE 800 811  
DIAL 911  
UNDERGROUND SERVICE ALERT

**DIG AHEAD**  
YOU MAY  
BREAK  
YOU DO  
DIAL 811

NO.	BY	DATE	APPROVAL	APPROVED

DESIGNED \_\_\_\_\_ AS SHOWN \_\_\_\_\_  
CHECKED \_\_\_\_\_  
SCALE \_\_\_\_\_  
DRAWN \_\_\_\_\_  
JOB NO. \_\_\_\_\_

# Exhibit C

**Summit at Rosena Tract 2012 - LENNAR HOMES  
WEST VALLEY WATER DISTRICT  
Tr. 2012 Off-site Water Improvement Bond Calculation**

19-Apr-19

Prepared in the office of  
**K&A ENGINEERING**  
357 N. Sheridan St. Suite 117  
Corona, CA 92880  
**Phone: 951-279-1800**

ITEM	Quantity	Unit	Price	TOTAL
MOBILIZATION	1	LS	\$10,000	\$10,000
FURNISH & INSTALL 12" DUCILE IRON PIPE,	580	LF	\$90	\$52,200
FURNISH & INSTALL 12" 45° ELBOW DI	2	EA	\$350	\$700
FURNISH & INSTALL 12" BUTTERFLY VALVE	4	EA	\$2,000	\$8,000
FURNISH & INSTALL 4" BLOW OFF ASSEMBLY	1	EA	\$1,500	\$1,500
FURNISH & INSTALL 6" FIRE HYDRANT ASSEMBLY	1	EA	\$5,000	\$5,000
FURNISH & INSTALL 12" BLIND FLANGE	1	EA	\$150	\$150
FURNISH & INSTALL 12" X 12" X 12" TEE DI	1	EA	\$1,200	\$1,200
FURNISH & INSTALL INVERTED SIPHON	1	EA	\$5,500	\$5,500
FURNISH & INSTALL 1" AIRVAC	1	EA	\$1,500	\$1,500
FURNISH & INSTALL 12" X 12" X 12" TEE DI	1	EA	\$1,200	\$1,200
REMOVE PLUG AND CONNECT TO EXISTING WATER	1	EA	\$200	\$200
<b>Sub-Total</b>				<b>\$87,150</b>
Contingency (20%)	20%			\$17,430
<b>TOTAL</b>				<b>\$104,580</b>
<b>BOND AMOUNT</b>				<b>\$100,000</b>

# Exhibit D

**BOARD OF DIRECTORS**

**Dr. Michael Taylor**  
*President, Board of Directors*  
**Kyle Crowther**  
*Vice President, Board of Directors*  
**Dr. Clifford O. Young, Sr.**  
*Director*  
**Greg Young**  
*Director*  
**Donald Olinger**  
*Director*  
**Crystal L. Escalera**  
*Board Secretary*  
**Patricia Romero**  
*Assistant to the Board Secretary*



**ESTABLISHED AS A PUBLIC AGENCY IN 1952**  
WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,  
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT  
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE  
WATER-USE EFFICIENCY AND CONSERVATION.

**ADMINISTRATIVE**

**2.10.b**

**Clarence C. Mansell, Jr.**  
*Interim General Manager*  
**Ricardo Pacheco**  
*Assistant General Manager*  
**Deborah L. Martinez**  
*Human Resources  
and Risk Manager*  
**Naisha Davis**  
*Chief Financial Officer*

**2018 HOLIDAY LIST**

MONDAY, DECEMBER 24	CHRISTMAS EVE
TUESDAY, DECEMBER 25	CHRISTMAS
MONDAY, DECEMBER 31	NEW YEAR'S EVE

**2019 HOLIDAY LIST**

TUESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 21	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 18	PRESIDENT'S DAY
MONDAY, MAY 27	MEMORIAL DAY
THURSDAY, JULY 4	INDEPENDENCE DAY
MONDAY, SEPTEMBER 2	LABOR DAY
MONDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 28	THANKSGIVING
FRIDAY, NOVEMBER 29	DAY AFTER THANKSGIVING
TUESDAY, DECEMBER 24	CHRISTMAS EVE
WEDNESDAY, DECEMBER 25	CHRISTMAS
TUESDAY, DECEMBER 31	NEW YEAR'S EVE

**2020 HOLIDAY LIST**

WEDNESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 20	MARTIN LUTHER KING, JR.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION  
 AND CONVEYANCE AGREEMENT WITH CALATLANTIC GROUP, INC  
 FOR TRACT 20212

---

**BACKGROUND:**

Calatlantic Group, Inc. (“Developer”) is the owner of land located at the northeast corner of Casa Grande Avenue and Cypress Avenue in the City of Fontana, known as Tract No. 20212, Summit at Rosena (“Development”), as shown in **Exhibit A**. The Development is part of a master-planned community and contains 28 multi-family residential lots requiring water services. In developing this land, the Developer is required to construct new water main within the tract to allow for new domestic, fire and irrigation connections.

**DISCUSSION:**

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

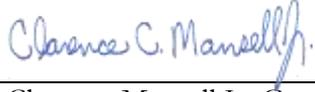
**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors approve the Water System Infrastructure Installation and Conveyance Agreement with Calatlantic Group, Inc.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

DG:ce

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement

**MEETING HISTORY:**

05/15/19      Engineering and Planning Committee REFERRED TO BOARD

# EXHIBIT A



**Exhibit A**  
**Tract 20212**



# WEST VALLEY WATER DISTRICT

Tract 20212

Tract 20154

Tract 20213

**FONTANA WATER  
COMPANY**

EDISON EASEMENT

SUMMIT

Mango Ave

Sierra Ave

CYPRESS

CASA GRANDE

CYPRESS

SIERRA



## Exhibit A



# EXHIBIT B

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **CALATLANTIC GROUP, INC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20154** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATERLINE IMPROVEMENTS FOR TRACT NO. 20154**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

## **2. CONSTRUCTION**

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

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

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

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

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

## **3. LICENSES AND PERMITS**

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

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

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

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **WATERLINE IMPROVEMENTS FOR TRACT NO. 20154**, is **SEVEN HUNDRED FIFTY THOUSAND no/100 dollars (\$750,000)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount **SEVEN HUNDRED FIFTY THOUSAND no/100 dollars (\$750,000)** equal to 100 percent of the approved Developer's estimate.

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

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
*RE: WATERLINE IMPROVEMENTS FOR TRACT NO. 20154*

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

CALATLANTIC GROUP, INC  
ATTENTION: GEOFF SMITH  
980 MENTECITO DRIVE, SUITE 206  
CORONA, CA 92879  
*RE: WATERLINE IMPROVEMENTS FOR TRACT NO. 20154*

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

SURETY NAME:  
ATTN TO:  
ADDRESS  
*RE: NAME OF WATER IMPROVEMENT PLANS/PROJECT*

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

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

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

**8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

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

**9. INSPECTION**

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

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the

provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

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

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

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

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

**10. TESTING AND DISINFECTION**

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

**11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

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

**12. AS-CONSTRUCTED DOCUMENTATION**

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

### **13. INDEMNIFICATION**

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

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

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

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

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

### **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct

any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

**15. COSTS AND FEES**

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

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

**16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM**

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

**17. PERMANENT WATER SERVICE**

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

## **18. BREACH OR DEFAULT OF AGREEMENT**

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

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

## **19. SUCCESSORS BOUND**

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

## **20. ENFORCEMENT OF PROVISIONS**

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

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Clarence C. Mansell, Jr., General Manager

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

**DEVELOPER:**

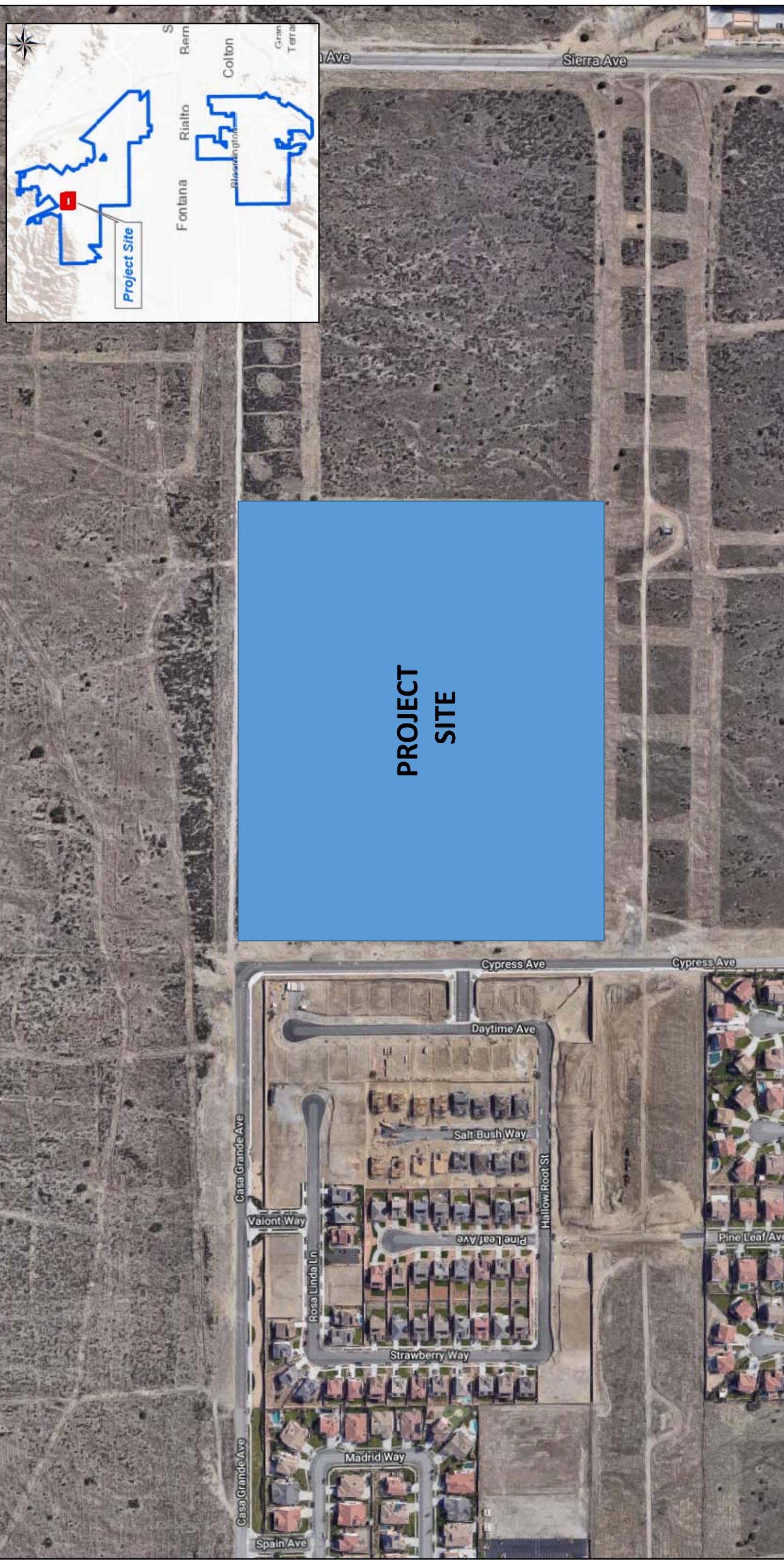
**CALATLANTIC GROUP, INC**

By: **CALATLANTIC GROUP, INC**  
**a Delaware Corporation**

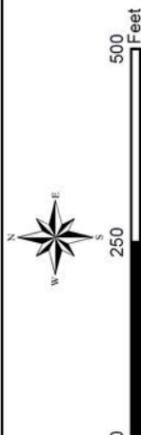
By: \_\_\_\_\_  
Geoff Smith  
Authorized Agent

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

# Exhibit A

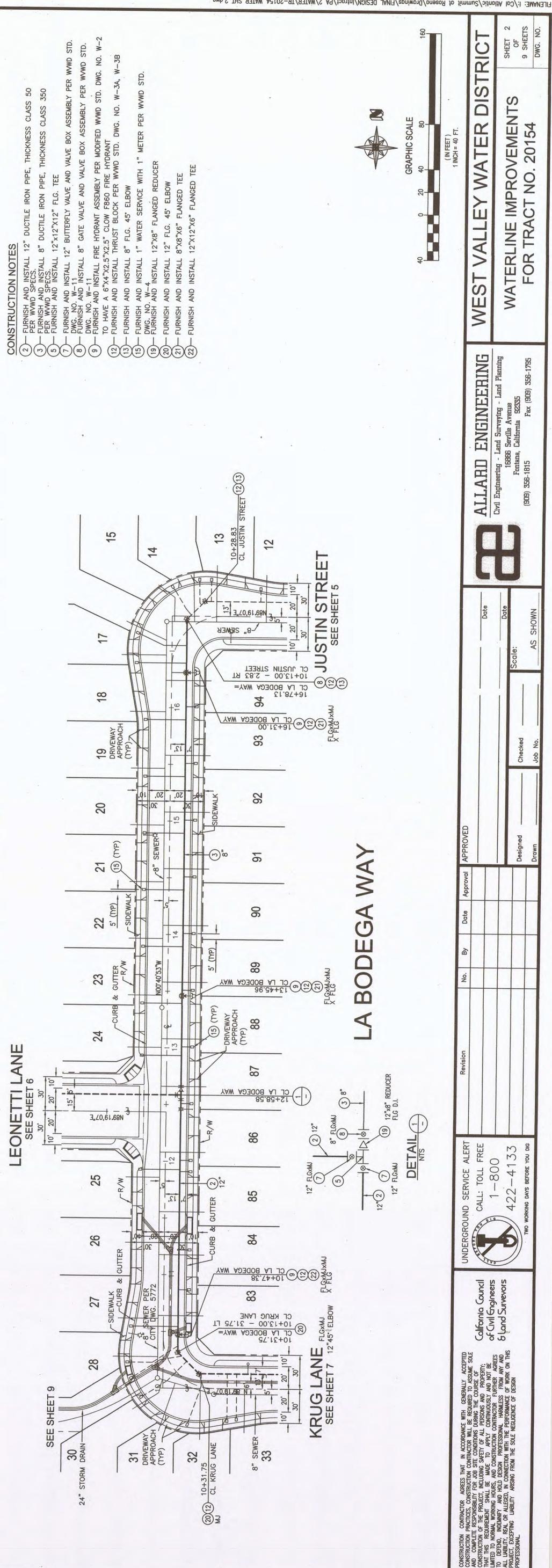
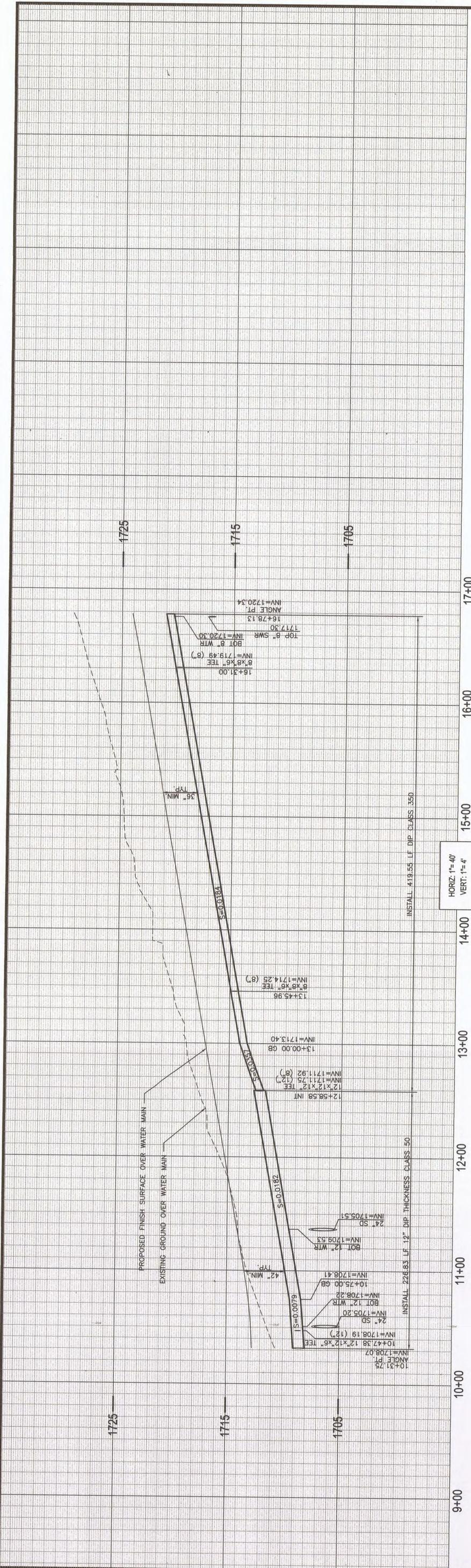


**Exhibit A**  
**Tract 20154 – Summit at Rosena Ranch**



# Exhibit B





**CONSTRUCTION NOTES**

- 2) FURNISH AND INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 50 PER WWD SPECS.
- 3) FURNISH AND INSTALL 8" DUCTILE IRON PIPE, THICKNESS CLASS 350 PER WWD SPECS.
- 5) FURNISH AND INSTALL 12"x12"x12" FLG. TEE
- 7) FURNISH AND INSTALL 12" BUTTERFLY VALVE AND VALVE BOX ASSEMBLY PER WWD STD. DWG. NO. W-11
- 8) FURNISH AND INSTALL 8" GATE VALVE AND VALVE BOX ASSEMBLY PER WWD STD. DWG. NO. W-11
- 9) FURNISH AND INSTALL 6"x4"x2.5"x2.5" CLOW FB80 FIRE HYDRANT TO HAVE A 6"x4"x2.5"x2.5" CLOW FB80 FIRE HYDRANT
- 12) FURNISH AND INSTALL THRUST BLOCK PER WWD STD. DWG. NO. W-3A, W-3B
- 13) FURNISH AND INSTALL 8" FLG. 45° ELBOW
- 15) FURNISH AND INSTALL 1" WATER SERVICE WITH 1" METER PER WWD STD. DWG. NO. W-4
- 19) FURNISH AND INSTALL 12"x8" FLANGED REDUCER
- 20) FURNISH AND INSTALL 12" FLG. 45° ELBOW
- 21) FURNISH AND INSTALL 8"x8"x6" FLANGED TEE
- 22) FURNISH AND INSTALL 12"x12"x6" FLANGED TEE



**WEST VALLEY WATER DISTRICT**  
**WATERLINE IMPROVEMENTS**  
**FOR TRACT NO. 20154**

SHEET 2  
 OF  
 9 SHEETS  
 DWG. NO.

**ALLARD ENGINEERING**  
 Civil Engineering - Land Surveying - Land Planning  
 16886 Seattle Avenue  
 Fontana, California 92535  
 (909) 356-1815 Fax (909) 356-1795



Designed	AS SHOWN
Checked	
Job No.	
Scale:	
Date	

Revision	No.	By	Date	Approval

**UNDERGROUND SERVICE ALERT**  
 CALL: TOLL FREE  
 1-800  
 422-4133

TWO WORKING DAYS BEFORE YOU DIG

**California Council of Civil Engineers & Land Surveyors**

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE RESPONSIBILITY FOR THE SAFETY OF THE PROJECT AND TO MAINTAIN THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF THE PUBLIC, THROUGHOUT THE PROJECT. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO ANY PART OF THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND TO MAINTAIN THE COURSE OF CONSTRUCTION THROUGHOUT THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND TO MAINTAIN THE COURSE OF CONSTRUCTION THROUGHOUT THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND TO MAINTAIN THE COURSE OF CONSTRUCTION THROUGHOUT THE PROJECT.

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California Council of Civil Engineers  
 6 Land Surveyors

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 TWO WORKING DAYS BEFORE YOU DIG

Revision	No.	By	Date	Approval

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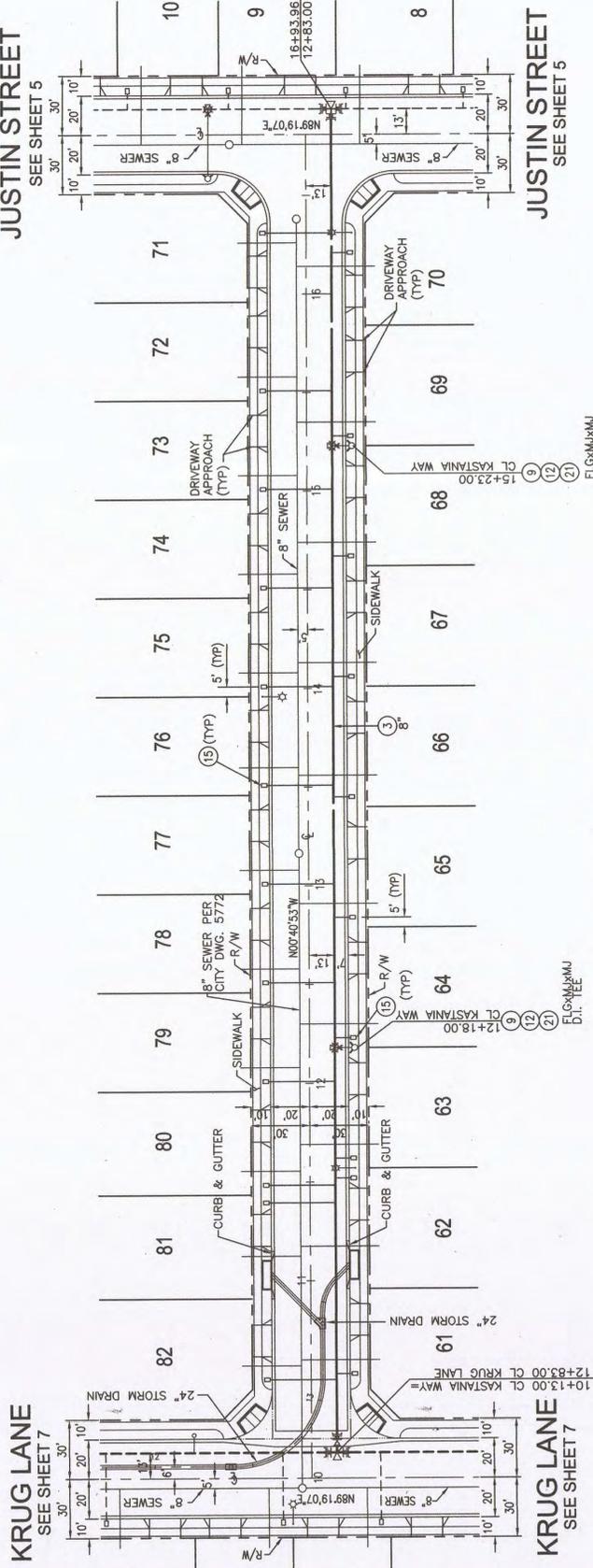


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 Fontana, California 92335  
 (909) 355-1815 Fax (909) 355-1795

**WEST VALLEY WATER DISTRICT**  
**WATERLINE IMPROVEMENTS**  
**FOR TRACT NO. 20154**  
 SHEET 3 OF 9 SHEETS  
 DWG. NO. 2.11.b

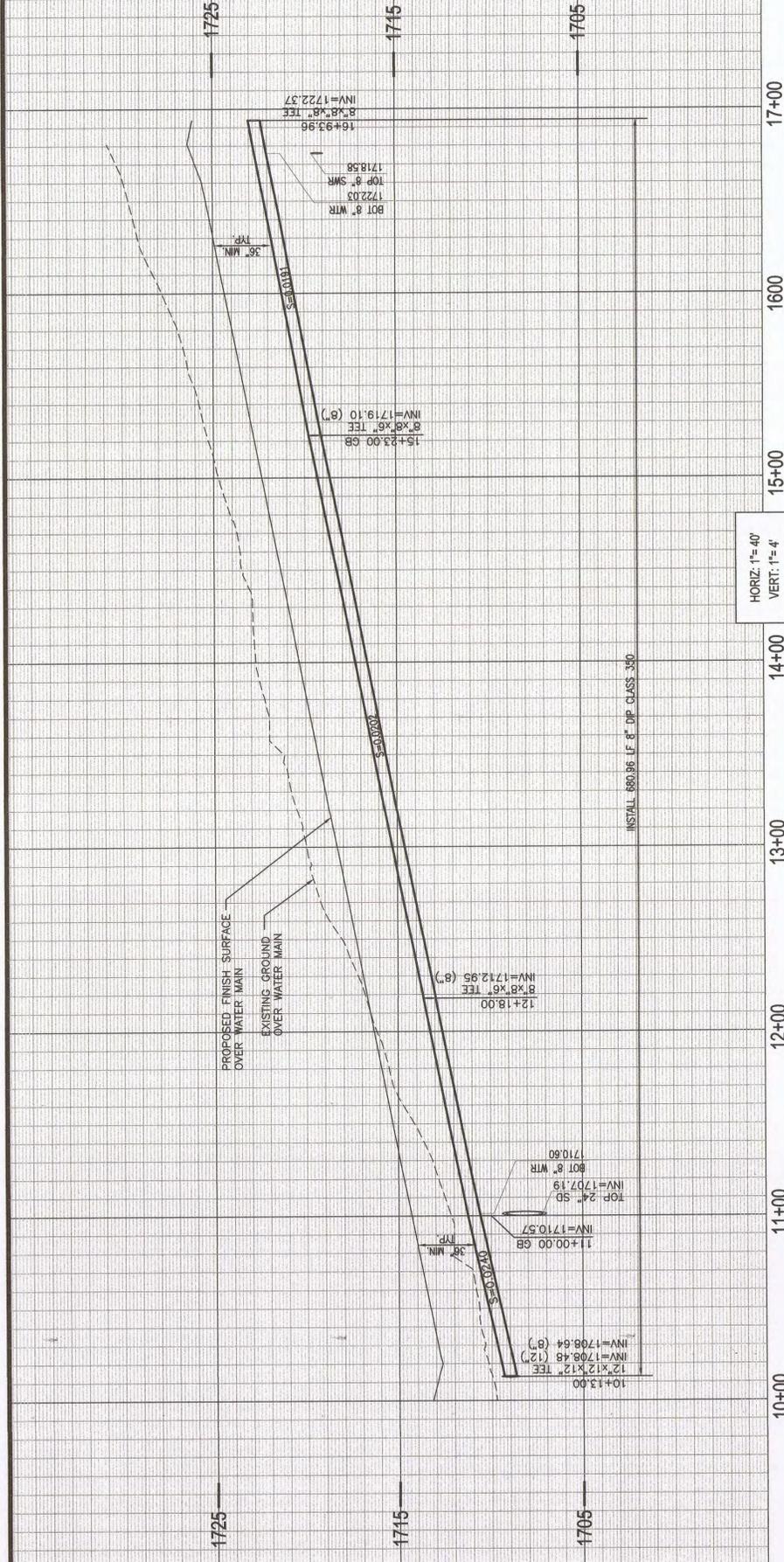


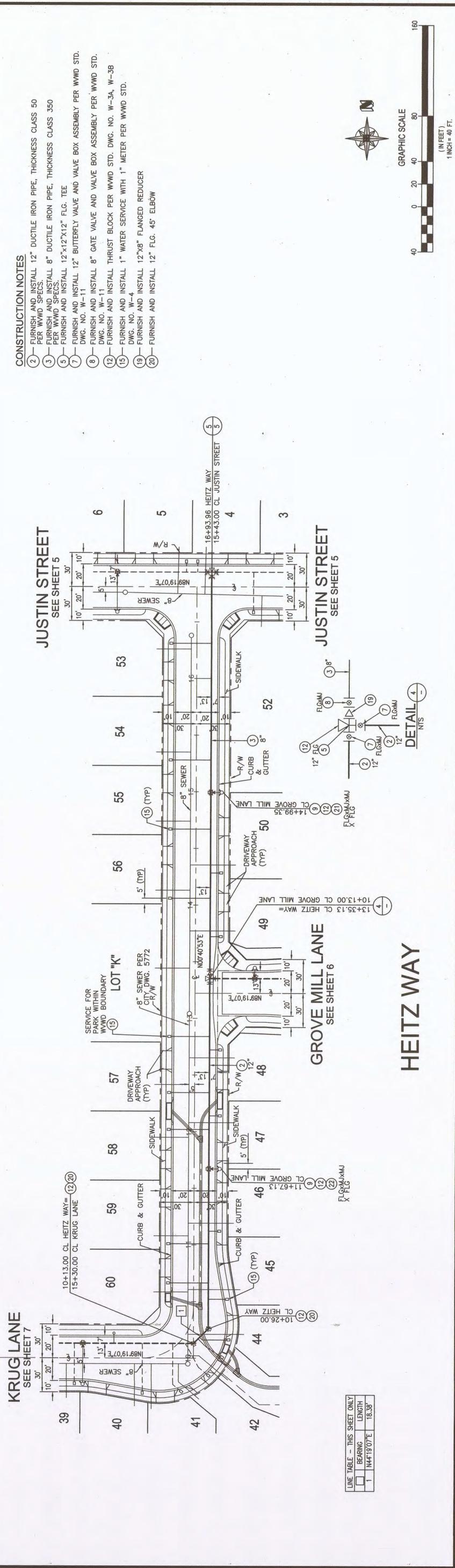
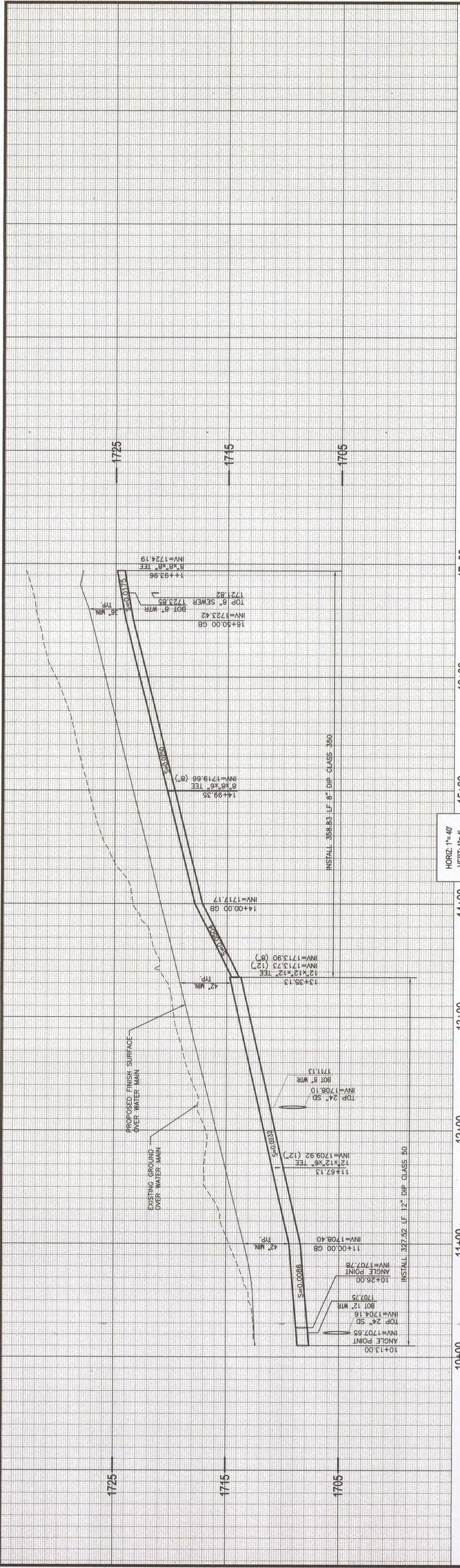
**KASTANIA WAY**



- CONSTRUCTION NOTES**
- ③—FURNISH AND INSTALL 8" DUCTILE IRON PIPE, THICKNESS CLASS 350 PER WWD SPECS.
  - ④—FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER MODIFIED WWD STD. DWG. NO. W-2 TO HAVE A 6"x4"x2.5"x2.5" CLOW F860 FIRE HYDRANT
  - ⑫—FURNISH AND INSTALL THRUST BLOCK PER WWD STD. DWG. NO. W-3A, W-3B
  - ⑮—FURNISH AND INSTALL 1" WATER SERVICE WITH 1" METER PER WWD STD. DWG. NO. W-4
  - ⑰—FURNISH AND INSTALL 8"x8"x6" FLANGED TEE

HORIZ: 1"=40'  
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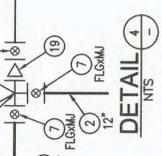




- CONSTRUCTION NOTES**
- ② FURNISH AND INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 50 PER WWD SPECS.
  - ③ FURNISH AND INSTALL 8" DUCTILE IRON PIPE, THICKNESS CLASS 350 PER WWD SPECS.
  - ④ FURNISH AND INSTALL 12"x12"x12" FLG. TEE
  - ⑤ FURNISH AND INSTALL 12" BUTTERFLY VALVE AND VALVE BOX ASSEMBLY PER WWD STD. DWG. NO. W-11
  - ⑥ FURNISH AND INSTALL 8" GATE VALVE AND VALVE BOX ASSEMBLY PER WWD STD. DWG. NO. W-11
  - ⑦ FURNISH AND INSTALL THRUST BLOCK PER WWD STD. DWG. NO. W-3A, W-3B
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  - ⑨ FURNISH AND INSTALL 12"x8" FLANGED REDUCER
  - ⑩ FURNISH AND INSTALL 12" FLG. 45° ELBOW

LINE TABLE - THIS SHEET ONLY

NO.	BEARING	LENGTH
1	N44°19'07"E	18.38'



**WEST VALLEY WATER DISTRICT**  
**WATERLINE IMPROVEMENTS**  
**FOR TRACT NO. 20154**

**ALLARD ENGINEERING**  
 Civil Engineering - Land Surveying - Land Planning  
 16866 Sevilla Avenue  
 Fontana, California 92335  
 (909) 356-1815 Fax (909) 356-1795



APPROVED	Date

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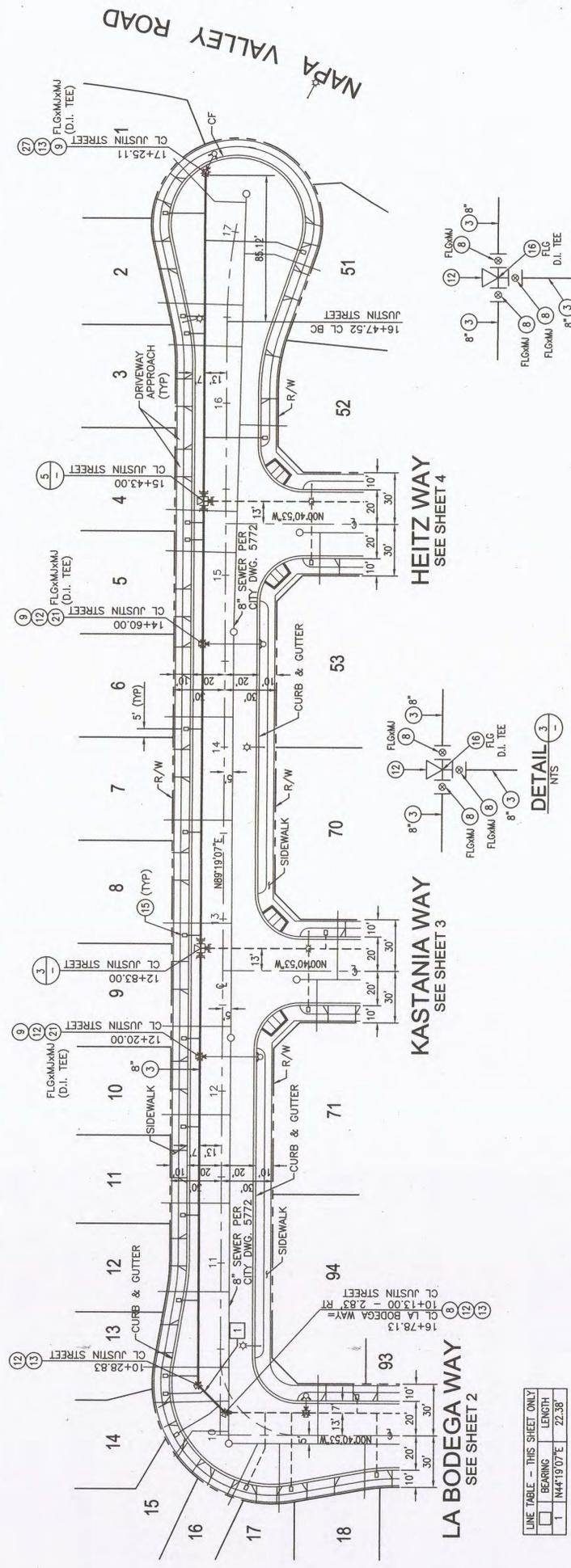
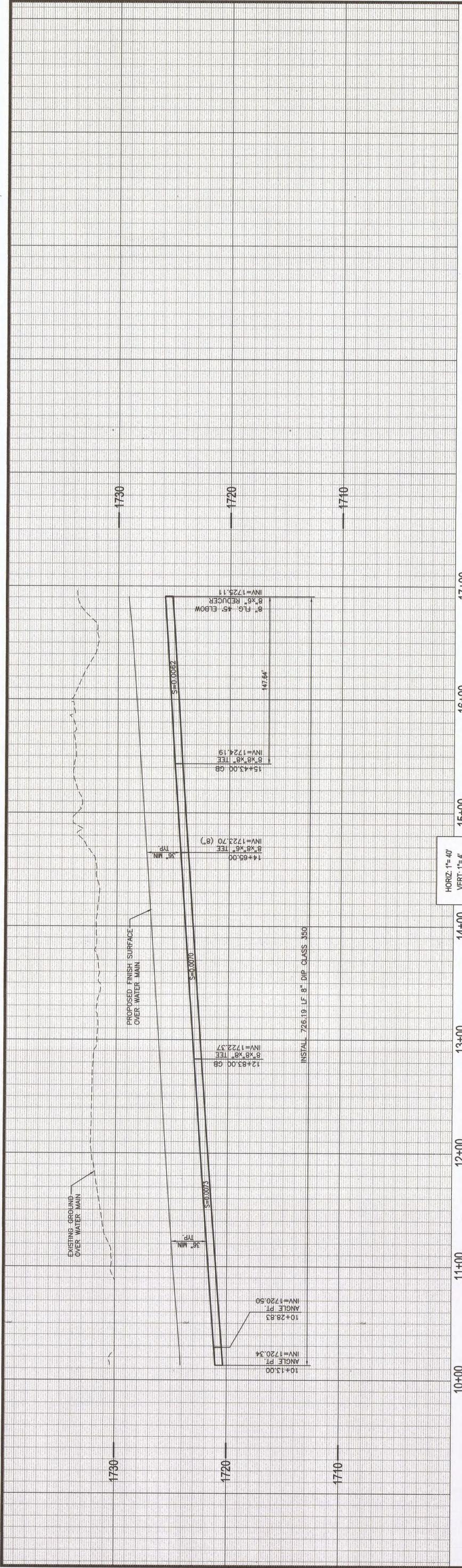
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Revision	No.	By	Date	Approval

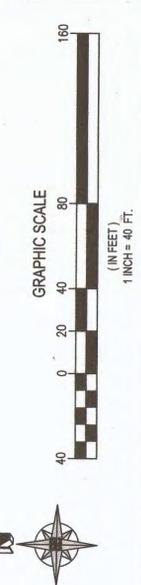
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California Council of Civil Engineers  
 6 Land Surveyors

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- CONSTRUCTION NOTES**
- FURNISH AND INSTALL 8" DUCTILE IRON PIPE, THICKNESS CLASS 350 PER WWD SPECS.
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  - FURNISH AND INSTALL 8"x8"x6" FLANGED TEE
  - FURNISH AND INSTALL 8" X 6" REDUCER



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LINE TABLE - THIS SHEET ONLY

NO.	BEARING	LENGTH
1	N44°19'07"E	22.38'

JUSTIN STREET

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TWO WORKING DAYS BEFORE YOU DIG

California Council of Civil Engineers and Land Surveyors

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Revision	No.	By	Date	Approval
				APPROVED

Checked	Scale	AS SHOWN

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

DESIGNED BY \_\_\_\_\_  
DRAWN BY \_\_\_\_\_

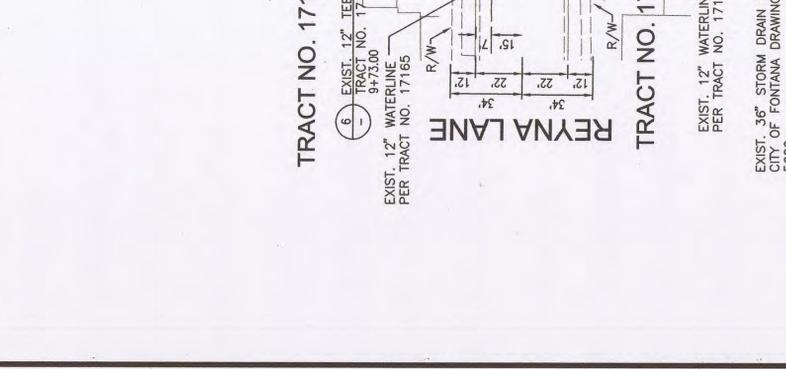
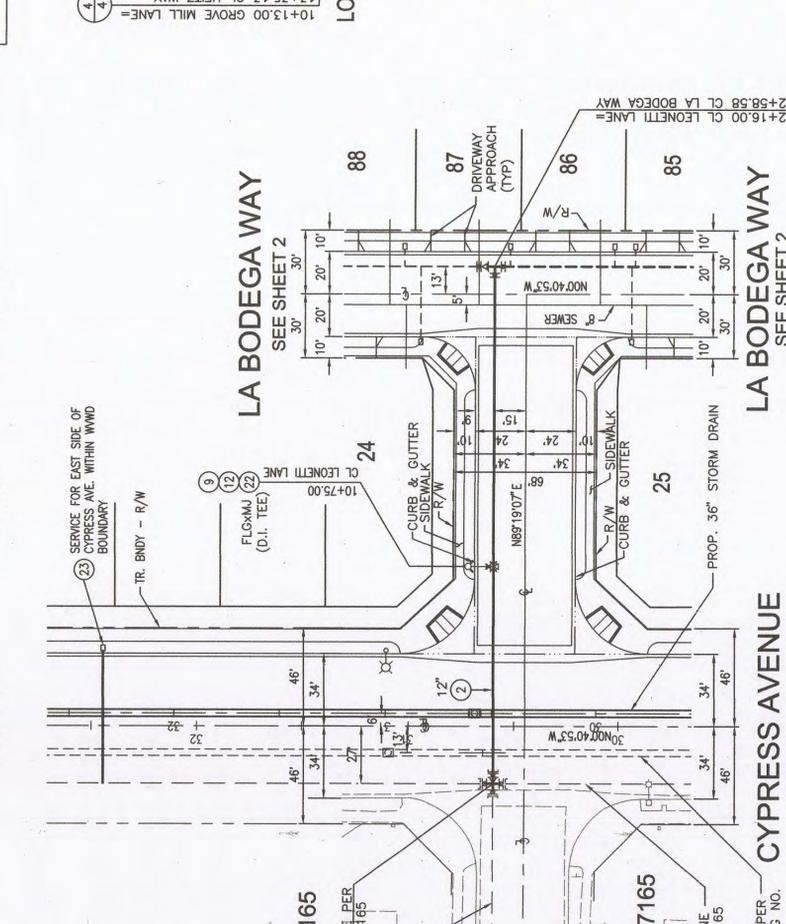
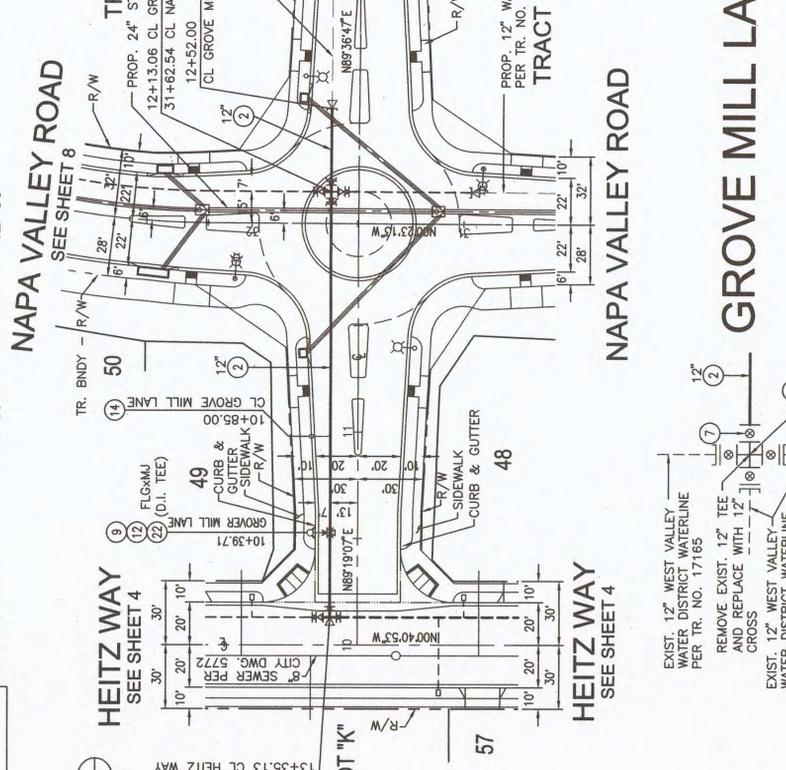
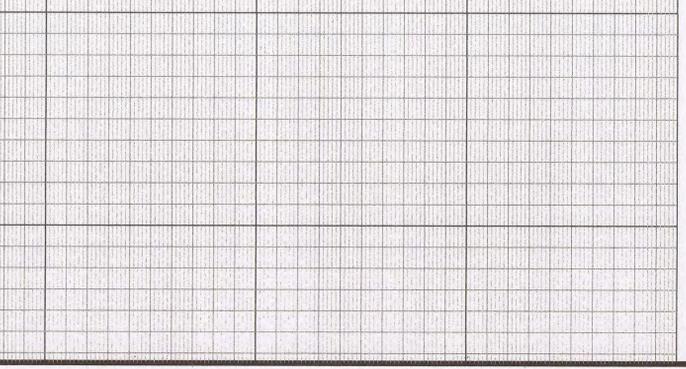
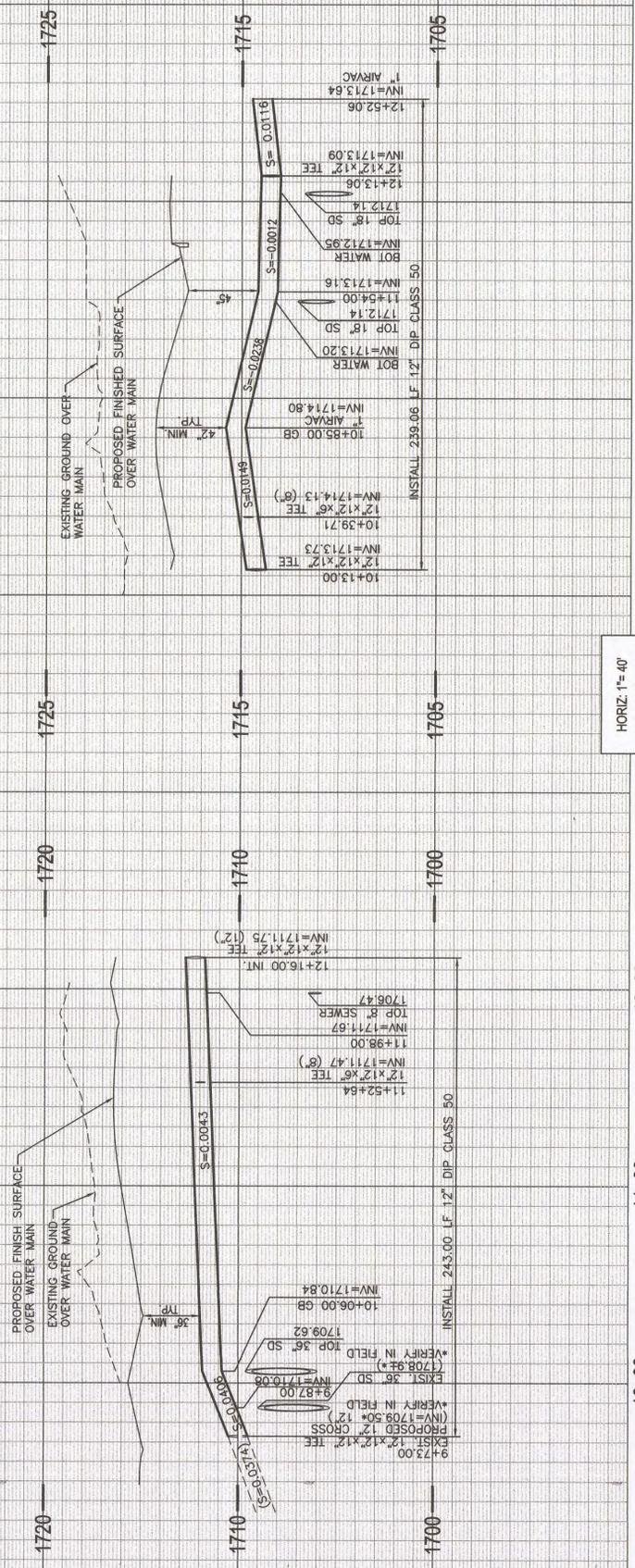
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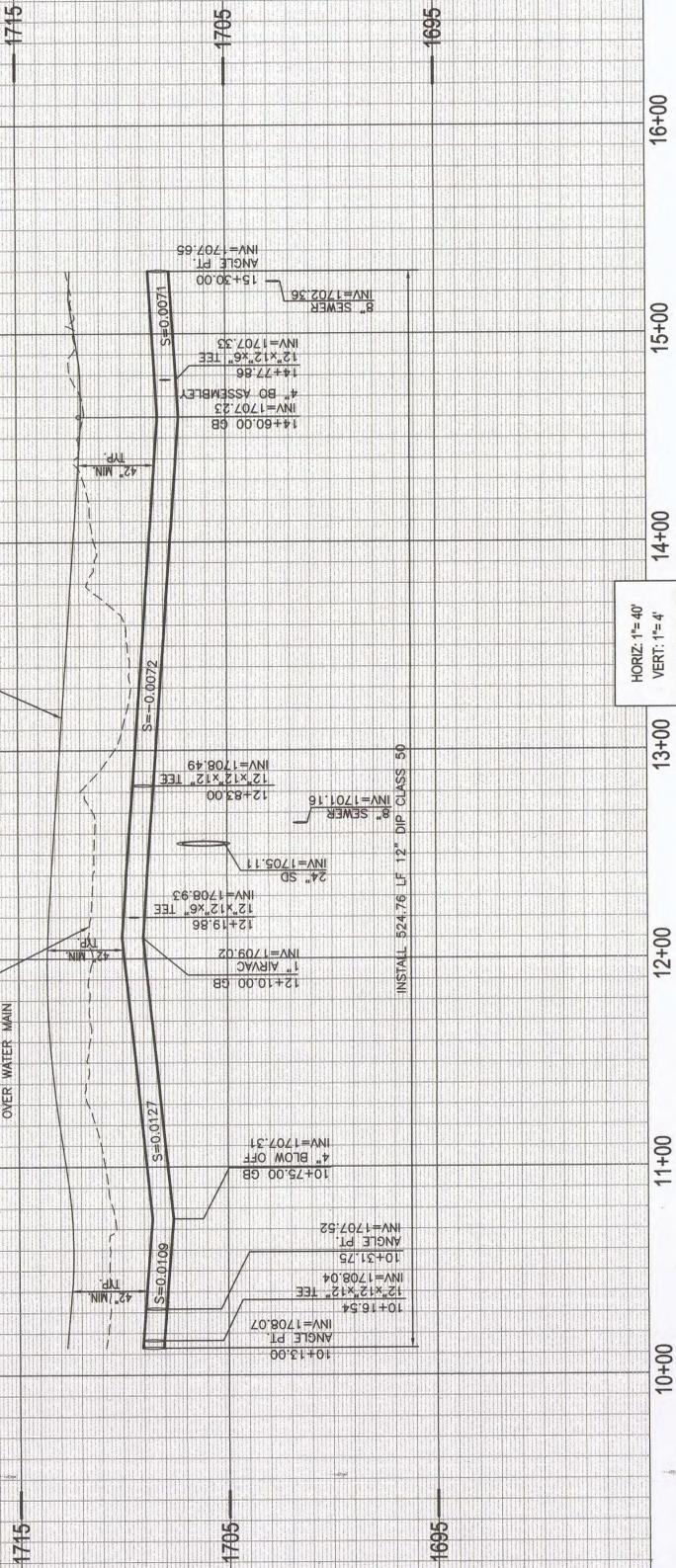
WEST VALLEY WATER DISTRICT  
WATERLINE IMPROVEMENTS  
FOR TRACT NO. 20154

SHEET 5 OF 9 SHEETS  
DWG. NO. \_\_\_\_\_

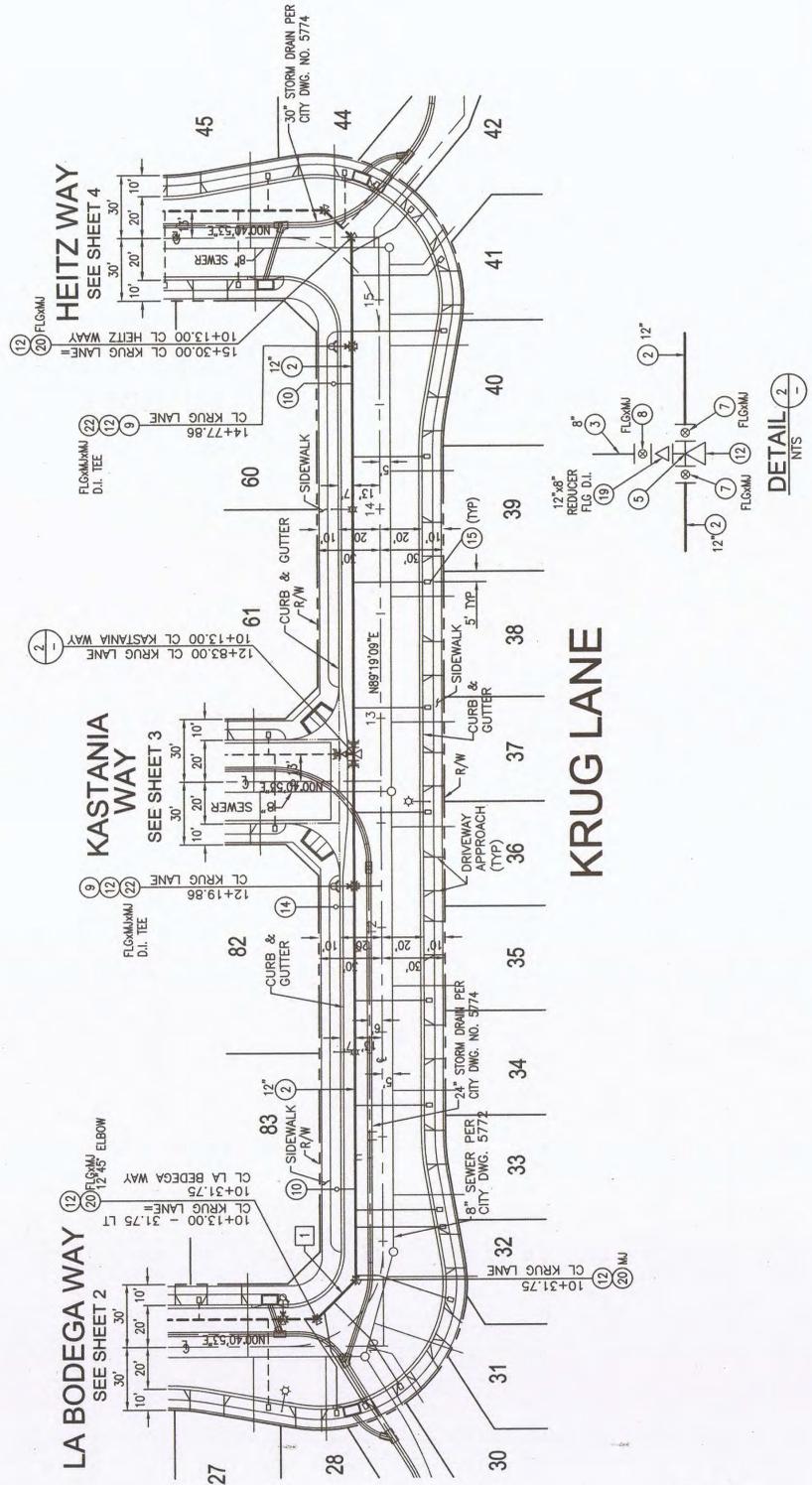
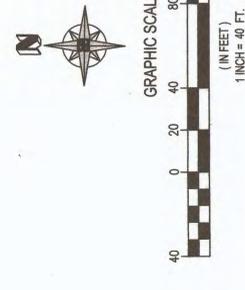
PLANT DATE: February 01, 2019 HDM/rd7

Packet Pg. 205





- CONSTRUCTION NOTES**
- 2 FURNISH AND INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 50 PER WWD SPECS.
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  - 10 FURNISH AND INSTALL 4" BLOW OFF ASSEMBLY PER WWD STD. DWG. NO. W-7
  - 12 FURNISH AND INSTALL THRUST BLOCK PER WWD STD. DWG. NO. W-3A, W-3B
  - 14 FURNISH AND INSTALL 1" AIRVAC ASSEMBLY PER WWD STD. DWG. NO. W-6
  - 15 FURNISH AND INSTALL 1" WATER SERVICE WITH 1" METER PER WWD STD. DWG. NO. W-4
  - 19 FURNISH AND INSTALL 12" X 8" FLANGED REDUCER
  - 20 FURNISH AND INSTALL 12" FLG. 45° ELBOW
  - 22 FURNISH AND INSTALL 12" X 12" X 6" FLANGED TEE



LINE TABLE - THIS SHEET ONLY

LINE NO.	BEARING	LENGTH
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California Council of Civil Engineers  
6 Land Surveyors

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Revision	No.	By	Date	Approval

Designed	Checked	AS SHOWN
Drawn	Job No.	

**ALLARD ENGINEERING**  
Civil Engineering - Land Surveying - Land Planning  
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Fontana, California 92335  
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**WEST VALLEY WATER DISTRICT**  
WATERLINE IMPROVEMENTS  
FOR TRACT NO. 20154

SHEET 7 OF 9 SHEETS  
DWG. NO.





Checked	AS SHOWN
Job No.	Drawn
Designed	Date
Scale:	Date

APPROVED	Date
Approval	Date

Revision	No.	By	Date	Approval

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**CROSSING UTILITIES**

All utilities crossing the District facilities shall do so at right angles. The centerline of the crossing utility shall be perpendicular to the centerline of the District pipeline.

When the crossing utility must go UNDER the District facility, the utility must be installed at a minimum of 18" of vertical clearance below the District facility. Such installation shall provide a minimum of 18" of vertical clearance between the outside of the District pipeline and the outside of the crossing utility. In the event that the crossing utility must go OVER the District facility, the District will NOT approve a design calling for less than 18" of vertical clearance between the outside of the District pipeline and the outside of the crossing utility. The District retains the right to prohibit the installation of adjacent facilities in any case where the information provided by the utility is insufficient to ensure that the crossing utility crosses OVER the District facility, the utility must maintain 12 inches of vertical separation between the outside of the District pipeline and the outside of the crossing utility. The additional separation shall be in such a manner that it does not result in a total load on the District pipeline or a void above the pipeline.

**PARALLEL UTILITIES**

No parallel utilities are permitted within District right-of-way or easement.

Parallel utilities where District facilities are located in public easements or right-of-way shall maintain 18 feet of horizontal separation. The separation is measured from the outside of the pipeline to the outside of the other utility. This separation requirement is especially important in easements.

Additional parallel separation may be required where the adjacent utility is to be constructed below the District's facility. The additional separation shall be such that the crossing utility is not in contact with the District facility. The District reserves the right to require additional separation that impacts the trench line of the easement. The District shall determine adequate separation based on the situation proposed.

**SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT**  
STANDARD PLAN NO. \_\_\_\_\_  
**CONSTRUCTION IN THE VICINITY OF DISTRICT PIPELINE**

**POTHOLING**

The District will locate their facilities based on the information they have. It is the responsibility of the Contractor performing work to pothole and verify the information provided. The District is not liable for locates. The locates are provided as a service and are not a warranty. The Contractor shall be responsible for the accuracy of the locates. The Contractor shall be responsible for the accuracy of the locates. The Contractor shall be responsible for the accuracy of the locates.

Potholing of the District's facilities is required prior to construction within the right-of-way or easement. Potholing shall be done within 20 feet of the located District pipeline centerline.

The District requires 48 hours notice prior to excavation of any type.

All potholing within 2 feet of the existing pipe must be done by hand.

All crossing utilities must be potholed at the point of crossing. The potholing shall be done prior to any other construction to verify the actual elevation of the District facilities. In the event that the location of the District facilities differs from the design, the Contractor shall be responsible for the accuracy of the locates. The Contractor shall be responsible for the accuracy of the locates. The Contractor shall be responsible for the accuracy of the locates.

Approval of the revised plans by the District is required.

**SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT**  
STANDARD PLAN NO. \_\_\_\_\_  
**POTHOLING**

3. 20 feet either side of the pipeline centerline shall be kept clear of landscaping with penetrates more than 1 foot below the surface. This clear zone may not be encroached on by the drip edge of all mature landscaping adjacent to the 40 feet clear zone.

4. The landscaping/landscape plan shall be submitted to the District for approval prior to construction. The plan shall be modified to the satisfaction of the District. The plan shall show the mature drip edge of all vegetation with a mature height of more than 5 feet.

Relocating of the District's facilities is required prior to construction within the right-of-way or easement.

**LOADS**

No construction equipment shall be allowed within the right-of-way or easement unless such equipment has been demonstrated to produce loads less than 12-50 loading.

In the event that heavier equipment is needed the user shall furnish adequate protection of the pipe. Such protection shall prevent the pipe from being loaded more than 12-50 loading with a factor of safety of 2. This shall be demonstrated with appropriate calculations.

All capacity verifications mentioned above shall be demonstrated by calculations prepared and stamped by a qualified licensed engineer and submitted to the District for review.

**STRUCTURES**

No structures shall be located within the District right-of-way or easement.

Structures outside of the District right-of-way or easements shall be constructed without impinge within the right-of-way or easement. This includes temporary excavation, soil stabilization, and temporary or permanent soil nails or rock bolts.

**DRAINAGE**

Drainage through and across the District right-of-way or easement shall not be changed. The District shall not be responsible for the drainage of the right-of-way or easement for retention or detention ponds is strictly prohibited.

**LANDSCAPING**

Landscaping within the District right-of-way or easement is allowed for the benefit of the adjacent property owners. The following are requirements for landscaping within District right-of-way or easement:

1. ALL LANDSCAPE AND HARDSCAPE ALLOWED BY THE DISTRICT IS TO BE CONSTRUCTED AND MAINTAINED BY THE ADJACENT PROPERTY OWNER. In the event that the District must maintain the pipeline or any related facilities, restoration of the landscaping and or hardscape is the responsibility of the adjacent property owner.

2. No trees that reach a mature height of more than 15 feet will be allowed within the right-of-way or easement.

**SECTION XI WORK WITHIN RIGHT-OF-WAY OR EASEMENT**

**GENERAL**

The intent of this section is to protect the existing pipeline and related structures and prevent damage to the District or its facilities. Use of the District's right-of-way or easement shall be considered in the spirit of cooperation but without adverse impacts to the District.

Any work within, across, cross, or use of in any way of the District right-of-way or easement requires prior written approval.

The District retains all rights associated with their right-of-way or easement. Any use granted to others shall be contingent upon maintaining the District's full and continuous use of the District's right-of-way or easement. Work which restricts full and continuous use may be granted on a temporary basis. The written plan must be reviewed and approved by the District. The District may require modifications to the plan which increases time and cost for the requesting party. As an alternative to modifying the plan as requested by the requesting party, the District may require the contractor to construct their facilities without impact to or use of the District right-of-way or easement.

**CUTS AND FILLS**

Temporary or permanent changes to the existing grade within the District right-of-way or easement, requires prior written approval by the District.

Any approved fills shall not exceed the pipe by reducing the structural capacity of the pipe and soil system to less than H-20 loading. The District shall not be allowed on a case by case basis. In such cases the pipe shall be reinforced, or relocated so as to provide H-20 loading capacity.

Any approved fills shall not exceed the pipe in excess of the pipe design capacity (with a factor of safety of 2 plus consideration of H-20 live loading (design load 2 + H20). In addition, fill shall not be added beyond what can be excavated using an OSHA approved trench configuration without shoring (that is open trench with full back side shoring) for points as also required within the right-of-way or easement. Additional fill may be allowed on a case by case basis. In such cases the pipe may need to be relocated.

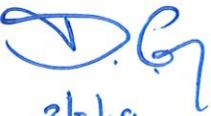
All capacity verifications mentioned above shall be demonstrated by calculations prepared and stamped by a qualified licensed engineer and submitted to the District for review.

**POTHOLING**

# Exhibit C

Gabbion Ranch Tract 20154 - LENNAR HOMES  
 WEST VALLEY WATER DISTRICT  
 Improvement Bond Calculation

4-Mar-19

*Approved*  
  
 3/5/19

Prepared in the office of  
**ALLARD ENGINEERING**  
 16866 Seville Avenue  
 Fontana, CA. 92335  
 Phone: 909-356-1815

ITEM	Quantity	Unit	Price	TOTAL
MOBILIZATION	1	LS	\$10,000	\$10,000
HOT -TAP CONNECT TO EXISTING 24" WAER MAIN.	1	EA	\$5,000	\$5,000
FURNISH & INSTALL 12" DUCILE IRON PIPE,	2270	LF	\$90	\$204,300
FURNISH & INSTALL 8" DUCILE IRON PIPE	2185	LF	\$50	\$109,250
FURNISH & INSTALL 12" BUTTER FLY VALVE	11	EA	\$2,000	\$22,000
FURNISH & INSTALL 8" GATE VALVE	9	EA	\$2,000	\$18,000
FURNISH & INSTALL FIRE HYDRANT ASSEMBLY	15	EA	\$5,000	\$75,000
FURNISH & INSTALL 4" BLOW OFF ASSEMBLY	2	EA	\$1,500	\$3,000
FURNISH & INSTALL THRUST BLOCK	21	EA	\$500	\$10,500
FURNISH & INSTALL 1" AIRVAC	4	EA	\$1,500	\$6,000
FURNISH & INSTALL 1" WATER SERVICE	94	EA	\$1,400	\$131,600
FURNISH & INSTALL 2" WATER SERVICE W/Backflow WITH 1 1/2" METER	3	EA	\$4,000	\$12,000
FURNISH & INSTALL 2" WATER SERVICE W/Backflow WITH 2" METER	1	EA	\$4,500	\$4,500
FURNISH & INSTALL 12" GATE VALVE, FLANGED	1	EA	\$1,500	\$1,500
<b>Sub-Total</b>				<b>\$612,650</b>
Contingency (20%)	20%			\$122,530
<b>TOTAL</b>				<b>\$735,180</b>
<b>BOND AMOUNT</b>				<b>\$750,000</b>



# Exhibit D

**BOARD OF DIRECTORS**

**Dr. Michael Taylor**  
*President, Board of Directors*  
**Kyle Crowther**  
*Vice President, Board of Directors*  
**Dr. Clifford O. Young, Sr.**  
*Director*  
**Greg Young**  
*Director*  
**Donald Olinger**  
*Director*  
**Crystal L. Escalera**  
*Board Secretary*  
**Patricia Romero**  
*Assistant to the Board Secretary*



**ESTABLISHED AS A PUBLIC AGENCY IN 1952**  
WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,  
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT  
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE  
WATER-USE EFFICIENCY AND CONSERVATION.

**ADMINISTRATIVE**

**2.11.b**

**Clarence C. Mansell, Jr.**  
*Interim General Manager*  
**Ricardo Pacheco**  
*Assistant General Manager*  
**Deborah L. Martinez**  
*Human Resources  
and Risk Manager*  
**Naisha Davis**  
*Chief Financial Officer*

**2018 HOLIDAY LIST**

MONDAY, DECEMBER 24	CHRISTMAS EVE
TUESDAY, DECEMBER 25	CHRISTMAS
MONDAY, DECEMBER 31	NEW YEAR'S EVE

**2019 HOLIDAY LIST**

TUESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 21	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 18	PRESIDENT'S DAY
MONDAY, MAY 27	MEMORIAL DAY
THURSDAY, JULY 4	INDEPENDENCE DAY
MONDAY, SEPTEMBER 2	LABOR DAY
MONDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 28	THANKSGIVING
FRIDAY, NOVEMBER 29	DAY AFTER THANKSGIVING
TUESDAY, DECEMBER 24	CHRISTMAS EVE
WEDNESDAY, DECEMBER 25	CHRISTMAS
TUESDAY, DECEMBER 31	NEW YEAR'S EVE

**2020 HOLIDAY LIST**

WEDNESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 20	MARTIN LUTHER KING, JR.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION  
AND CONVEYANCE AGREEMENT WITH CALATLANTIC GROUP, INC  
FOR TRACT 20213

---

**BACKGROUND:**

Calatlantic Group, Inc. (“Developer”) is the owner of land located at the southwest corner of Casa Grande Avenue and Sierra Avenue in the City of Fontana, known as Tract No. 20213, Summit at Rosena (“Development”), as shown in **Exhibit A**. The Development is part of a master-planned community and contains 133 residential lots requiring water services. In developing this land, the Developer is required to construct new water main within the tract to allow for new domestic, fire and irrigation connections.

**DISCUSSION:**

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

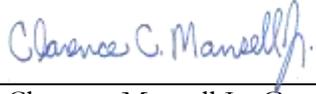
**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors approve the Water System Infrastructure Installation and Conveyance Agreement with Calatlantic Group, Inc.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

DG:ce

**ATTACHMENT(S):**

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement

**MEETING HISTORY:**

05/15/19      Engineering and Planning Committee REFERRED TO BOARD

# EXHIBIT A



**PROJECT  
SITE**

Casa Grande Dr

Sierra Ave

Cypress Ave

Sugar Maple Way

Strongwood Ln

Lance



**Exhibit A**  
**Tract 20213**



# WEST VALLEY WATER DISTRICT

Tract 20212

Tract 20154

Tract 20213

**FONTANA WATER  
COMPANY**

EDISON EASEMENT

CYPRESS

CASA GRANDE

SIERRA

CYPRESS

SUMMIT

Mango Ave

Sierra Ave



0 250 500 Feet

Exhibit A



# EXHIBIT B

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **CALATLANTIC GROUP, INC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20213** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **WATERLINE IMPROVEMENT PLANS FOR TRACT 20213**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

**2. CONSTRUCTION**

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

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

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

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

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

**3. LICENSES AND PERMITS**

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

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

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

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **WATERLINE IMPROVEMENT PLANS FOR TRACT 20213**, is **NINE HUNDRED SEVENTY-FIVE THOUSAND no/100 dollars (\$975,000)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **NINE HUNDRED SEVENTY-FIVE THOUSAND no/100 dollars (\$975,000)**, equal to 100 percent of the approved Developer's estimate.

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

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
 Attn: General Manager  
 Post Office Box 920  
 Rialto, CA 92377  
 RE: Waterline Improvement Plans for Tract No. 20213

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

CALATLANTIC GROUP, INC  
ATTENTION: GEOFF SMITH  
980 MENTECITO DRIVE, SUITE 206  
CORONA, CA 92879  
*RE: Waterline Improvement Plans for Tract No. 20213*

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

SURETY NAME:  
ATTN TO:  
ADDRESS  
*RE: Waterline Improvement Plans for Tract No. 20213*

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

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

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

**8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

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

**9. INSPECTION**

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

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger

or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

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

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

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

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

**10. TESTING AND DISINFECTION**

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

**11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

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

**12. AS-CONSTRUCTED DOCUMENTATION**

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

### **13. INDEMNIFICATION**

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

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

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

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

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

### **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct

any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

## **15. COSTS AND FEES**

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

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

## **16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM**

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

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

## **18. BREACH OR DEFAULT OF AGREEMENT**

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

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

## **19. SUCCESSORS BOUND**

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

## **20. ENFORCEMENT OF PROVISIONS**

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

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Clarence C. Mansell, Jr., General Manager

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

**DEVELOPER:**

**CALATLANTIC GROUP, INC**

By: **CALATLANTIC GROUP, INC**  
**a Delaware Corporation**

By: \_\_\_\_\_  
Geoff Smith  
Authorized Agent

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

# Exhibit A



**PROJECT  
SITE**

Casa Grande Dr

Cypress Ave

Sugar Maple Way

Strongwood Ln

Lance

Sierra Ave



**Exhibit A**  
**Tract 20213**



# Exhibit B

**GENERAL CONSTRUCTION NOTES**

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES AS OF THE DATE OF PLAN APPROVAL.
2. THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
3. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS. CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED. THE ENGINEER'S SUPERVISION OF THE TRENCHING AND EXCAVATION PERMIT SHALL BE REQUIRED FOR TRENCHES IN EXCESS OF 3.0 FEET IN DEPTH.
4. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ENGINEER, REAL OR ALLEGED CONNECTIONS WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
5. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
6. THE CONTRACTOR SHALL UNCOVER AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES PRIOR TO EXCAVATING. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-227-2600 PRIOR TO BEGINNING WORK.
7. THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION OUTSIDE OF THE PROJECT AREA.
8. PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS. ALL BACKFILL SHALL BE PLACED IN A MANNER SATISFACTORY TO THE ENGINEER AND IN ACCORDANCE WITH THE STANDARDS. MATERIAL FOR BACKFILL TO TWELVE (12) INCHES ABOVE THE PIPE SHALL BE GRANULAR MATERIAL WITH A MINIMUM SAND EQUIVALENT OF 30.
9. NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE DENSITY TESTS. COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 90% RELATIVE COMPACTION.
10. COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION.
11. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE ENGINEER, AND ANY AGENCY HAVING JURISDICTION THEREOF, ANY REMOVED OR DAMAGED IN CONNECTION WITH THIS PROJECT.
12. PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OR OTHER CONTAMINATION PRIOR TO PLACING IN TRENCH AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S INSPECTOR.
13. THE CONTRACTOR, AT THE END OF EACH DAY'S WORK, SHALL ENSURE THAT ALL OPENINGS IN THE PIPELINE ARE PROPERLY PLUGGED AND STOPPED SO THAT NO ANIMAL, FOWL OR RODENT CAN ENTER THE PIPELINE.
14. ALL WORK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTRICT OR ITS DULY AUTHORIZED AGENT. THE CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED. INSPECTION SHALL BE MADE OF THE FOLLOWING PHASES OF WORK:
  - TRENCHING, INSTALLATION OF PIPE, VALVES, FITTINGS, VAULTS, BACKFILL AND COMPACTION.
  - LEAKAGE TESTING.
  - VAULTS AND VALVE BOXES RAISED TO GRADE.
  - PIPES FLUSHED AND FINAL INSPECTION.
15. THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

**PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:**

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUE PRECAUTIONARY MEASURES TO PROTECT ANY RECORDS SHOWN AND ANY OTHER LINES NOT ON RECORD OR NOT SHOWN ON THESE PLANS.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, HE WILL BE REQUIRED TO MAINTAIN RECORDS OF THE PROGRESS OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

**UNAUTHORIZED CHANGES AND USES:**

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

**WATER NOTES**

1. PIPE 10" AND SMALLER SHALL BE CLASS 350 DUCTILE PIPE, OR CLASS 150 10 GAUGE, CEMENT MORTAR LINED AND COATED STEEL PIPE. PIPE 12" AND LARGER SHALL BE THICKNESS CLASS 50 DUCTILE IRON PIPE, OR CLASS 150, 10 GAUGE CEMENT MORTAR LINED AND COATED STEEL PIPE.
2. WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE, MINIMUM 1" DIAMETER, WITH 1" X 1" ANGLE VALVES HAVING LOCK WING. THERE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED. ALL SERVICE VALVES SHALL BE 360 DEGREE TURN CAPABLE (LESS STOP).
3. ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
4. WATER SERVICE LATERALS SHALL BE TERMINATED 12" BEHIND BEAR OF CURB, OR 12" BEHIND SIDEWALK AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT'S STANDARD DRAWINGS.
5. FIRE HYDRANTS SHALL BE 6" X 4" X 2-1/2" CLOW MODEL 850 OR EQUAL. PAINTED PER SPECIFICATION WITH YELLOW FINISH COLOR. THE 4" OUTLET SHALL BE PERPENDICULAR TO THE CURB OR FUTURE CURB.
6. DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE 30" MINIMUM FOR WATER MAIN 10" AND SMALLER SHALL BE 36" MINIMUM, FOR WATER MAIN 12" AND LARGER SHALL BE 42" MINIMUM OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
7. CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL PIPE BENDS (WHERE PIPE CHANGES IN DIRECTION MORE THAN 10') AND FITTINGS, IN ACCORDANCE WITH DISTRICT'S STANDARD DRAWINGS.
8. AN AIR RELEASE VALVE SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM. A BLOW-OFF ASSEMBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.
9. A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE WHICH IS SET IN THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING VALVE BOXES TO GRADE AFTER FINAL GRADING OR PAVING OPERATION.
10. VALVES 12-INCHES AND LARGER SHALL BE OF BUTTERFLY VALVES. VALVES 10-INCHES AND SMALLER SHALL BE OF RISILENT WEDGE GATE VALVES. VALVES SHALL BE RATED FOR 150 P.S.I. OPERATION PRESSURE AND SHALL HAVE FLANGED ENDS. SPECIAL FLANGE ADAPTOR SHALL BE FURNISHED FOR CONNECTING VALVES TO PIPE AND PIPE FITTING.
11. ALL NEW WATER FACILITIES IMPROVEMENTS SHALL BE TESTED AND DISINFECTED PRIOR TO CONNECTING TO EXISTING WATER SYSTEM, PER AWWA C601. CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY BULKHEADS AS REQUIRED FOR PRESSURE TESTING.
12. WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT'S RULES AND REGULATIONS AND ANY AMENDMENTS THERETO.
13. IF CONSTRUCTION HAS NOT COMMENCED WITH IN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
14. CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT STANDARDS FOR DOMESTIC WATER FACILITIES.
15. WATERLINES TO BE CONSTRUCTED ONLY AFTER THE CONSTRUCTION OF CONCRETE CUB & GUTTER.
16. CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN.

**DESIGN**

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION OF A CIVIL ENGINEER LICENSED IN STATE OF CALIFORNIA AND ARE IN ACCORDANCE WITH TITLE 22, CODE OF REGULATIONS, CHAPTER 16, CALIFORNIA WATERWORKS STANDARD OF THE STATE OF CALIFORNIA.

SIGNATURE OF DESIGN ENGINEER \_\_\_\_\_ RCE NO. & EXPIRATION DATE \_\_\_\_\_

**FIRE**

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY: \_\_\_\_\_  
FONTANA FIRE DEPARTMENT: \_\_\_\_\_

SIGNATURE OF FIRE AGENCY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**WATER**

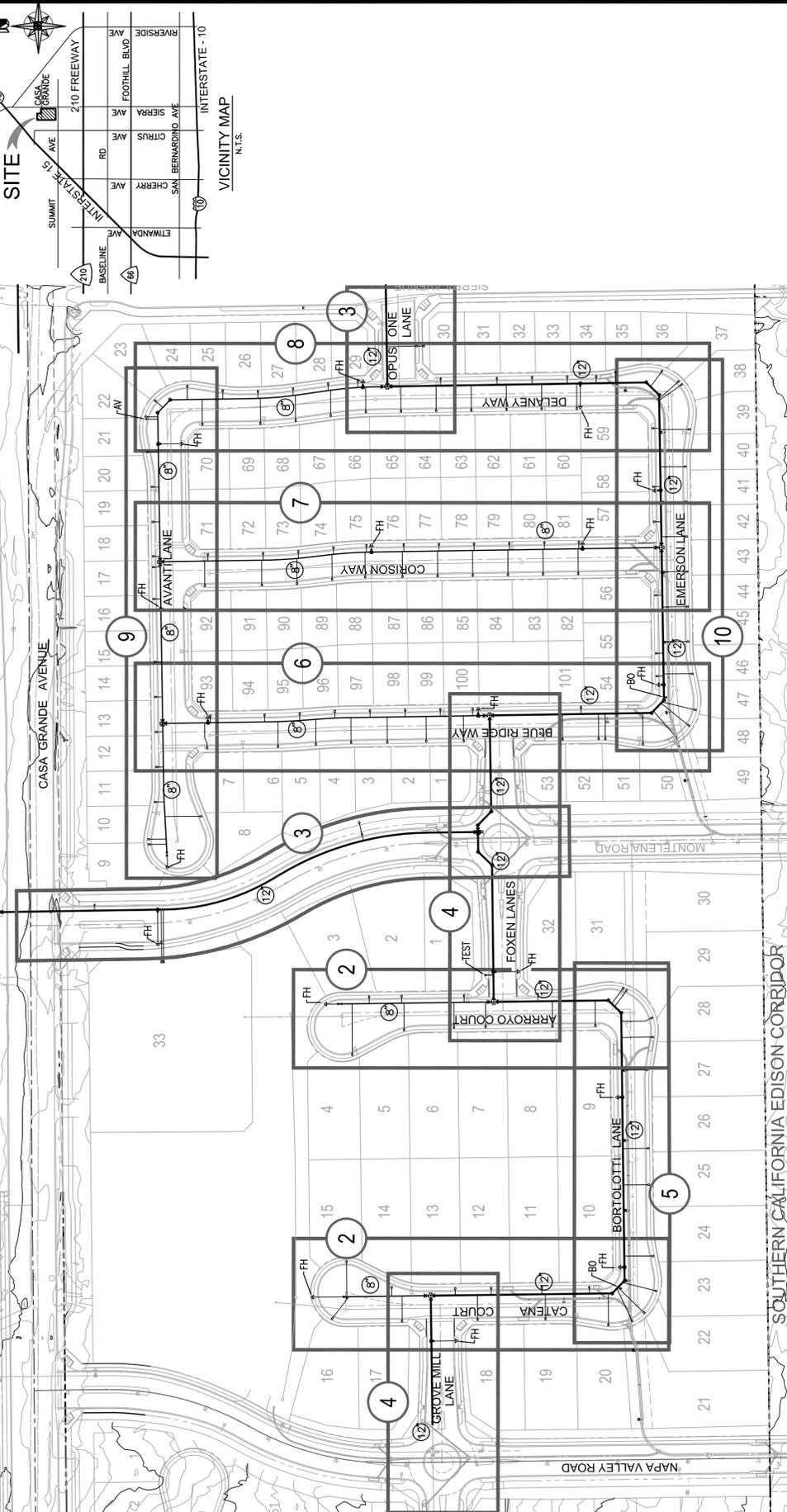
THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE WEST VALLEY WATER DISTRICT AND THAT THE DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**DEVELOPER**

LENNAR  
980 MONTECITO DRIVE, SUITE 302  
CORONA, CA 92879  
PHONE NO. (951) 817-3545

APN: 289-181-45



**INDEX MAP**  
SCALE 1"=100'



**DUCTILE IRON PIPE NOTES:**

1. ALL DIP SHALL BE RESTRAINED PER DISTRICT STD W-30
2. ALL DIP BENDS & FITTINGS SHALL BE MECHANICALLY RESTRAINED AS INDICATED ON THE PLANS.
3. USE OF ADDITIONAL RESTRAINS & THRUST BLOCKS SHALL BE DETERMINED BY INSPECTOR IN FIELD.

**BENCHMARK:**

CALTRANS BENCHMARK #8-17  
BRASS DISK LOCATED IN S.C.E. TOWER LEG LOCATED 343' N/O I-210, 0.2 MILES WEST OF SAN SEVANE RD. ELEVATION= 428.609

**BASIS OF BEARINGS:**

THE EAST LINE OF THE SE 1/4 OF SECTION 19, ALSO BEING THE CENTERLINE OF SIERRA AVENUE PER PM NO. 19431, PMB 2427/97-98 BEING: N00°33'32" W

**NOTE:**

CONTACT DANIEL FLORES (909) 392-5137 AT METROPOLITAN DISTRICT AT LEAST TWO WORKING DAYS (MONDAY THROUGH THURSDAY) PRIOR TO STARTING ANY WORK IN THE VICINITY OF THEIR FACILITIES AND RIGHT-OF-WAY.

**NOTE TO CONTRACTOR:**

MINIMUM CLEARANCE OF 1' FOR M.W.D. AND 1.5' FOR S.G.V.M.W.D. METROPOLITAN DISTRICT AT LEAST TWO WORKING DAYS (MONDAY THROUGH THURSDAY) PRIOR TO STARTING ANY WORK IN THE VICINITY OF THEIR FACILITIES AND ENGINEER IF MINIMUM COVER CAN'T BE ACHIEVED.

SPECIAL CARE SHALL BE TAKEN WITHIN CASA GRANDE AROUND MWD AND SGMWD PIPELINE BOTH DURING GRADING AND CONSTRUCTION. CONTRACTOR RESPONSIBLE TO ADHERE TO ALL REQUIREMENTS, INCLUDING SUBMITTAL OF SHORING DETAILS 30 DAYS PRIOR TO CONSTRUCTION TO ENGINEER AND AFFECTED UTILITY/AGENCY

**CONSTRUCTION NOTES**

- 1 FURNISH AND INSTALL TAPPING OUTLET PER WWMV STD. W-19 AND HOT-TAP \_\_\_\_\_ 2 EA
- 2 FURNISH AND INSTALL 12" DUCTILE IRON PIPE THICKNESS CLASS 50 WATER MAIN. \_\_\_\_\_ 3511 LF
- 3 FURNISH AND INSTALL 8" CLASS 350 DUCTILE IRON PIPE \_\_\_\_\_ 2484 LF
- 4 REMOVE EXISTING 12" BLIND FLG. \_\_\_\_\_ 1 EA
- 5 FURNISH AND INSTALL 12" TEE \_\_\_\_\_ 6 EA
- 6 FURNISH AND INSTALL 12" BLIND FLG \_\_\_\_\_ 2 EA
- 7 FURNISH AND INSTALL 12" BUTTERFLY VALVE AND VALVE BOX ASSEMBLY PER WWMV STD. W-11 \_\_\_\_\_ 11 EA
- 8 FURNISH AND INSTALL 8" GATE VALVE AND VALVE BOX ASSEMBLY PER WWMV STD. W-11 \_\_\_\_\_ 10 EA
- 9 FURNISH AND INSTALL FIRE IRIS/PREVENTER ASSEMBLY PER WWMV STD. W-2, CLOW 850 \_\_\_\_\_ 18 EA
- 10 FURNISH AND INSTALL 6" BLOW OFF ASSEMBLY PER WWMV STD. W-7 \_\_\_\_\_ 2 EA
- 11 FURNISH AND INSTALL 2" WATER SERVICE WITH 1 1/2" METER PER WWMV STD. \_\_\_\_\_ 1 EA
- 12 DWG. NO. W-5, INSTALL 2" BACKFLOW PREVENTER (R.P.) PER WWMV STD. W-20 \_\_\_\_\_ 5 EA
- 13 FURNISH AND INSTALL THRUST BLOCK PER WWMV STD. W-3A, W-3B \_\_\_\_\_ 21 EA
- 14 FURNISH AND INSTALL 8" 45° ELBOW \_\_\_\_\_ 2 EA
- 15 FURNISH AND INSTALL 1" AIRVAC ASSEMBLY PER WWMV STD. W-6 \_\_\_\_\_ 2 EA
- 16 FURNISH AND INSTALL 1" WATER SERVICE WITH 1" METER PER WWMV STD. W-4 \_\_\_\_\_ 133 EA
- 17 FURNISH AND INSTALL 8" TEE \_\_\_\_\_ 2 EA
- 18 FURNISH AND INSTALL WATER QUALITY SAMPLE STATION PER WWMV STD. W-21 AS AMENDED WITH AMERICAN-MC MODEL E2-DT, 44" IN HEIGHT AND POWER COATED HUNTER GREEN. \_\_\_\_\_ 1 EA
- 19 1" WATER SERVICE W/ 1" METER & BACKFLOW \_\_\_\_\_ 1 EA
- 20 FURNISH AND INSTALL 12" X8" REDUCER \_\_\_\_\_ 5 EA
- 21 FURNISH AND INSTALL 12" GATE VALVE AND VALVE BOX ASSEMBLY PER WWMV STD. W-1 \_\_\_\_\_ 1 EA
- 22 FURNISH AND INSTALL 12" X8" X6" TEE \_\_\_\_\_ 7 EA
- 23 FURNISH AND INSTALL 12" X12" X6" TEE \_\_\_\_\_ 7 EA
- 24 FURNISH AND INSTALL 12" CROSS \_\_\_\_\_ 1 EA
- 25 FURNISH AND INSTALL 2" WATER SERVICE PER WWMV STD. W-5 \_\_\_\_\_ 1 EA
- 26 AND 2" BACKFLOW DEVICE PER WWMV STD. W-20 \_\_\_\_\_ 1 EA
- 27 FURNISH AND INSTALL 8" FIRE SERVICE W/ 6" DCCDA PER WWMV STD. W-15 \_\_\_\_\_ 3 EA
- 28 FURNISH AND INSTALL 8" X 6" REDUCER \_\_\_\_\_ 12 EA
- 29 1" WATER SERVICE W/ 1" METER AND BACKFLOW \_\_\_\_\_ 1 EA

THE QUANTITIES SHOWN HEREON ARE ESTIMATES ONLY. THE CONTRACTORS SHALL PREPARE THEIR OWN QUANTITIES AND BID A COMPLETE JOB.

**WEST VALLEY WATER DISTRICT**  
WATERLINE IMPROVEMENT PLANS  
PRESSURE ZONE 6 / DRAWING # D19009  
TRACT NO. 20213

SHEET 1 OF 11 SHEETS  
DWG. NO.

**ALLARD ENGINEERING**  
Civil Engineering - Land Surveying - Land Planning  
16886 Savilla Avenue  
Fontana, California 92335  
(909) 356-1815 Fax (909) 356-1795

Checked	AS SHOWN
Job No.	

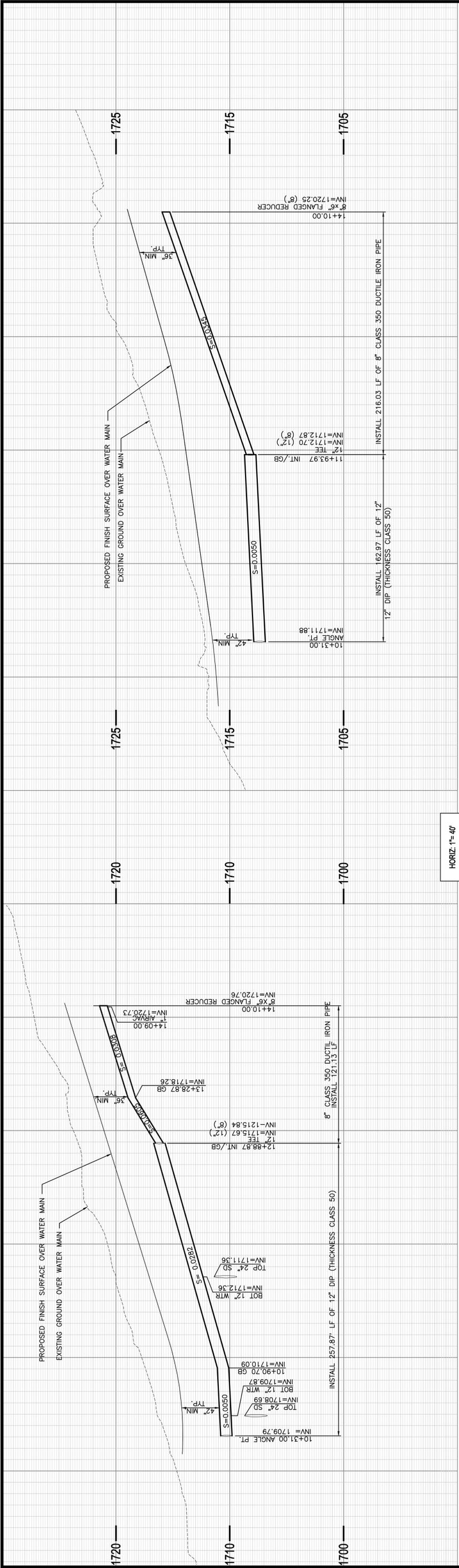
Approved	Date
Designated	Date

No.	By	Date	Approval

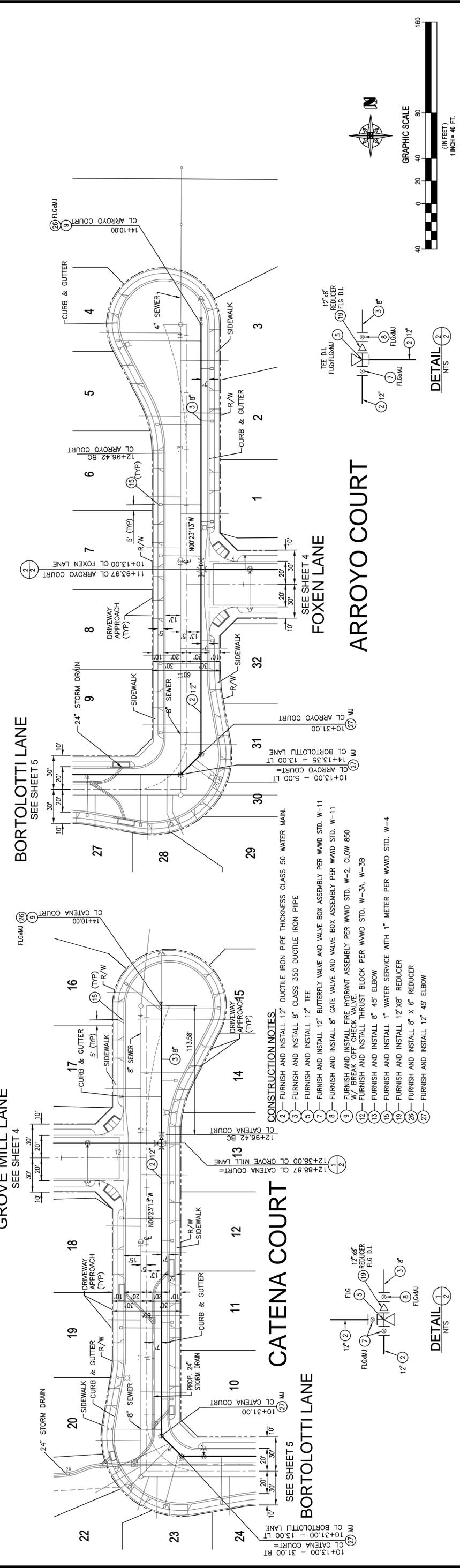
**UNDERGROUND SERVICE ALERT**  
CALL: TOLL FREE 1-800-422-4133  
TWO WORKING DAYS BEFORE YOU DIG

California Council of Civil Engineers & Land Surveyors

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, HE WILL BE REQUIRED TO MAINTAIN RECORDS OF THE PROGRESS OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.



HORIZ: 1"=40'  
VERT: 1"=4'



**CONSTRUCTION NOTES:**

- 2 FURNISH AND INSTALL 12" DUCTILE IRON PIPE THICKNESS CLASS 50 WATER MAIN.
- 3 FURNISH AND INSTALL 8" CLASS 350 DUCTILE IRON PIPE
- 4 FURNISH AND INSTALL 12" BUTTERFLY VALVE AND VALVE BOX ASSEMBLY PER WWD STD. W-11
- 5 FURNISH AND INSTALL 8" GATE VALVE AND VALVE BOX ASSEMBLY PER WWD STD. W-11
- 6 FURNISH AND INSTALL 12" W/ BREAK OFF CHECK VALVE.
- 7 FURNISH AND INSTALL THRUST BLOCK PER WWD STD. W-3A, W-3B
- 8 FURNISH AND INSTALL 8" 45° ELBOW
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- 11 FURNISH AND INSTALL 8" X 6" REDUCER
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APPROVED

Revision	No.	By	Date	Approval

DESIGNED: \_\_\_\_\_

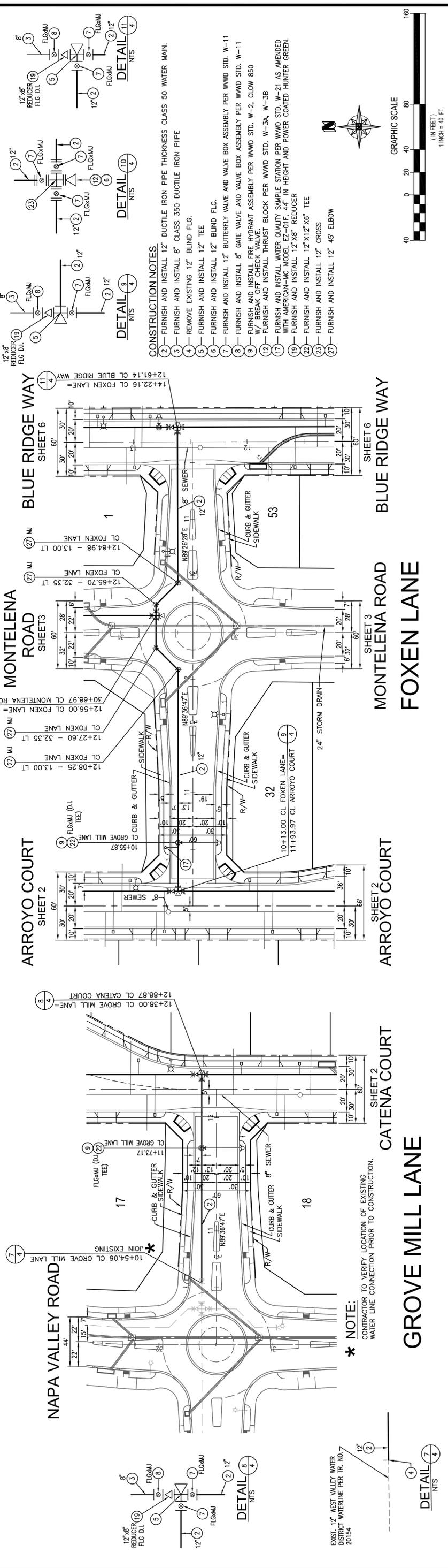
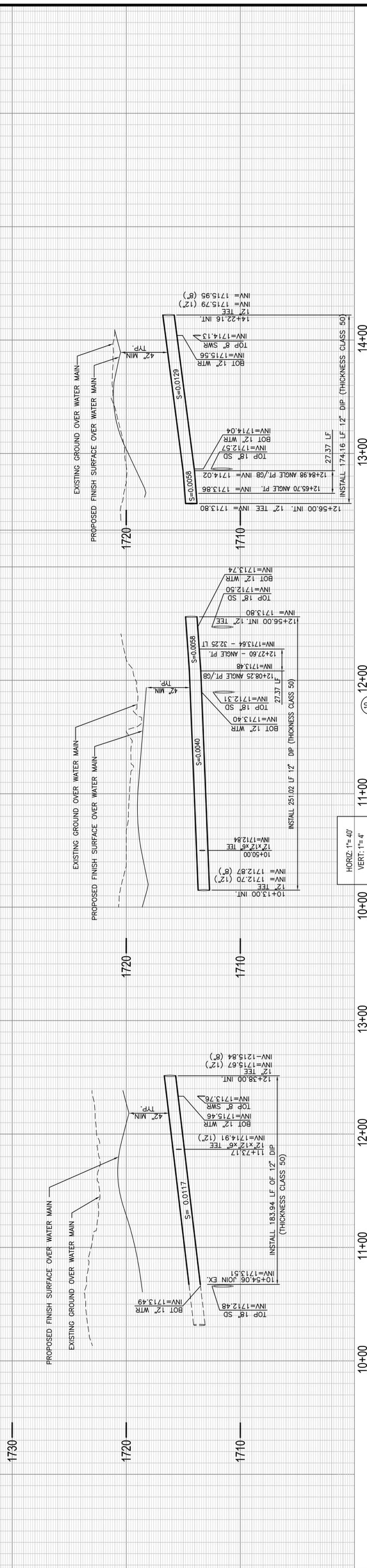
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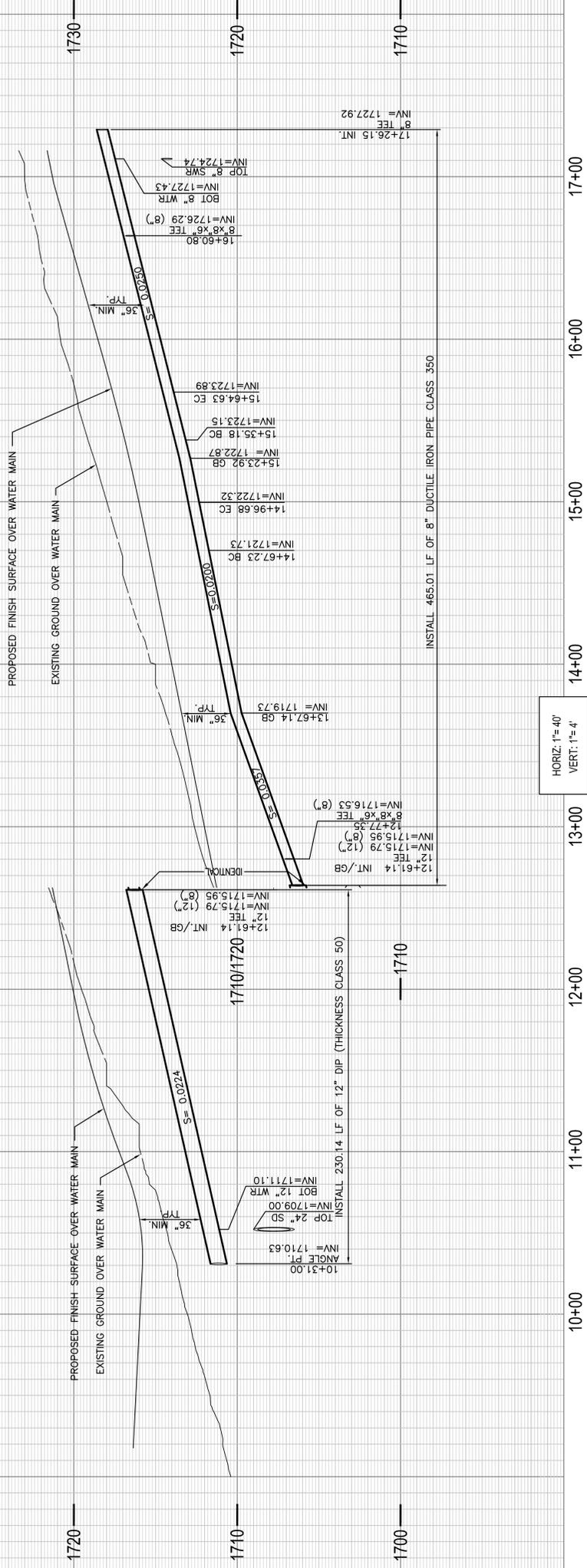


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  - FURNISH AND INSTALL 12"x12"x6" TEE
  - FURNISH AND INSTALL 12" CROSS
  - FURNISH AND INSTALL 12" 45° ELBOW

**\* NOTE:**  
CONTRACTOR TO VERIFY LOCATION OF EXISTING WATER LINE CONNECTION PRIOR TO CONSTRUCTION.

<p><b>WEST VALLEY WATER DISTRICT</b>  <b>WATERLINE IMPROVEMENT PLANS</b>  <b>PRESSURE ZONE 6 / DRAWING # D19009</b>  <b>TRACT NO. 20213</b></p>		<p><b>ALLARD ENGINEERING</b>                  Civil Engineering - Land Surveying - Land Planning                  16866 Seville Avenue                  Fontana, California 92335                  (909) 356-1815 Fax (909) 356-1795</p>	
<p>SHEET 4 OF 11 SHEETS                  DWG. NO.</p>		<p>APPROVED _____ Date _____</p>	
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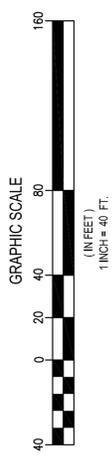
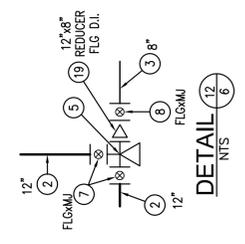
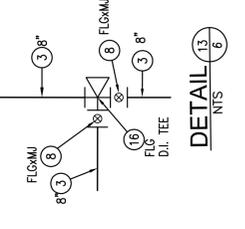
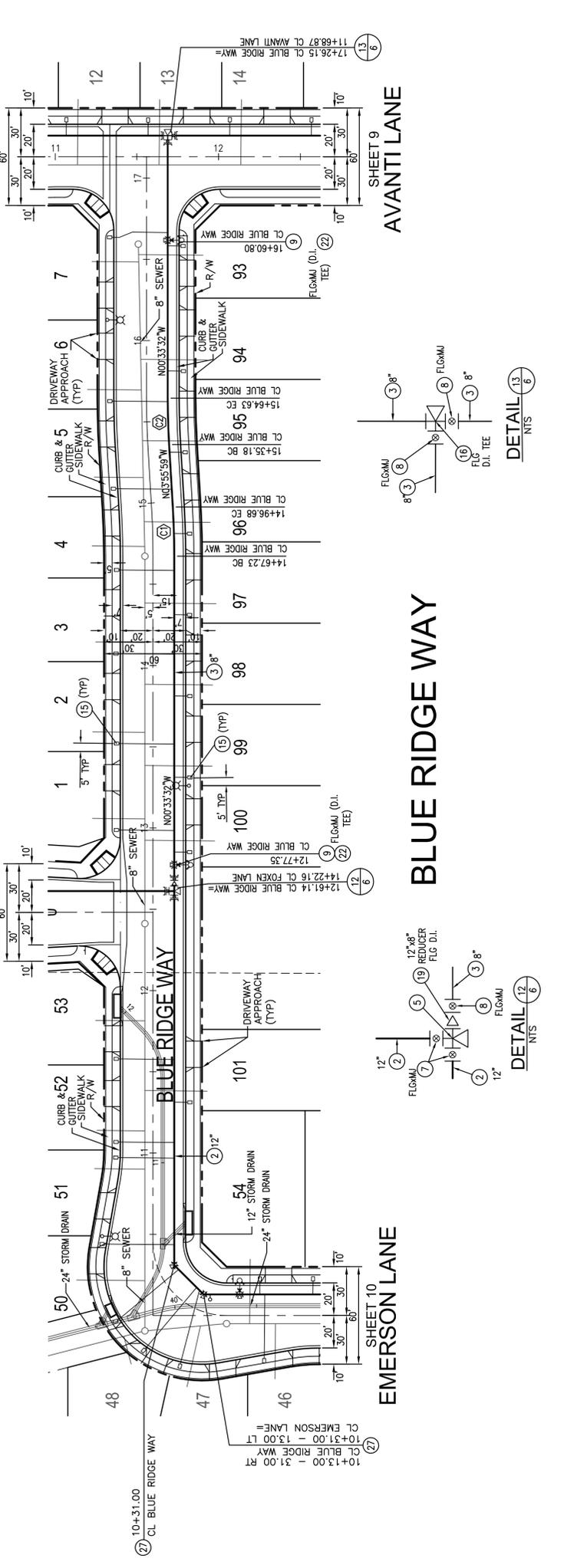
HORIZ: 1"= 40'  
VERT: 1"= 4'

CURVE DATA:

CURVE	BETA	RADIUS	LENGTH	TANGENT
(C)	03°22'28"	513.00'	30.21'	15.11'
(E)	03°22'28"	487.00'	28.66'	14.34'

FOXEN LANE  
SHEET 4

AVANTI LANE  
SHEET 9



- CONSTRUCTION NOTES**
- FURNISH AND INSTALL 12" DUCTILE IRON PIPE THICKNESS CLASS 50 WATER MAIN.
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  - FURNISH AND INSTALL 8" TEE
  - FURNISH AND INSTALL 12" 90° ELBOW
  - FURNISH AND INSTALL 12"x8" REDUCER
  - FURNISH AND INSTALL 12"x12"x6" TEE
  - FURNISH AND INSTALL 12" 45° ELBOW

**WEST VALLEY WATER DISTRICT**  
**WATERLINE IMPROVEMENT PLANS**  
**PRESSURE ZONE 6 / DRAWING # D19009**  
**TRACT NO. 20213**

SHEET 6 OF 11 SHEETS  
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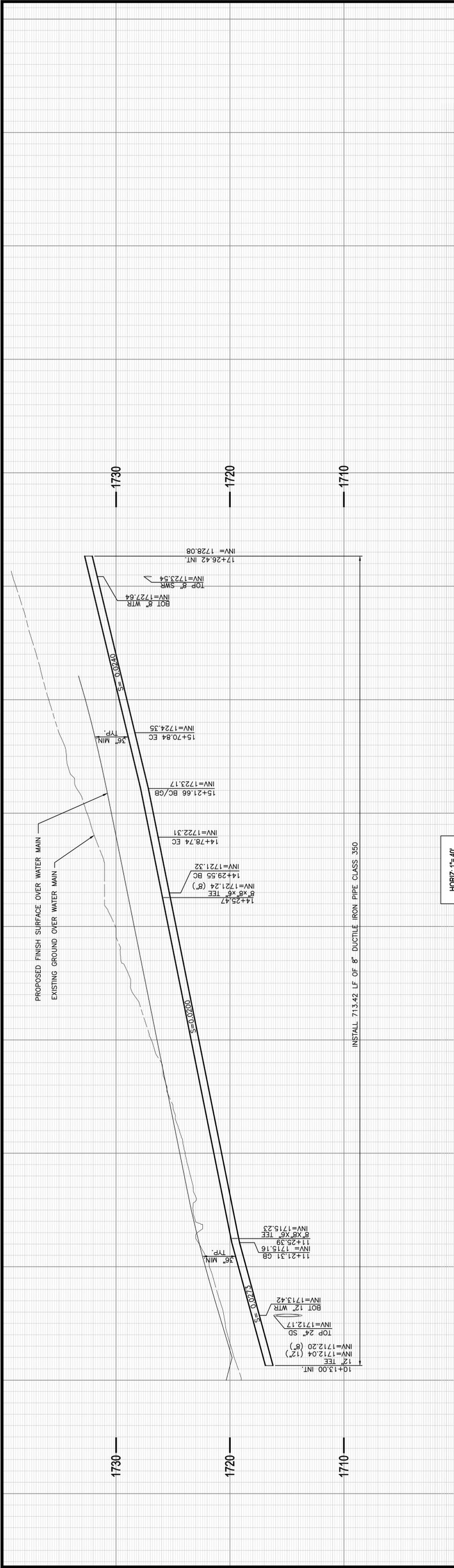
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 Checked \_\_\_\_\_  
 Job No. \_\_\_\_\_

Scale: \_\_\_\_\_  
 AS SHOWN

UNDERGROUND SERVICE ALERT  
 CALL: TOLL FREE  
 1-800-422-4133  
 TWO WORKING DAYS BEFORE YOU DIG

California Council of Civil Engineers & Land Surveyors

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE RESPONSIBILITY FOR THE SAFETY OF ALL PERSONS AND PROPERTY DURING THE CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO ANY SPECIFIC PHASE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



HORIZ: 1"=40'  
VERT: 1"=4'

CURVE DATA:

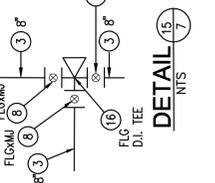
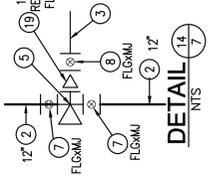
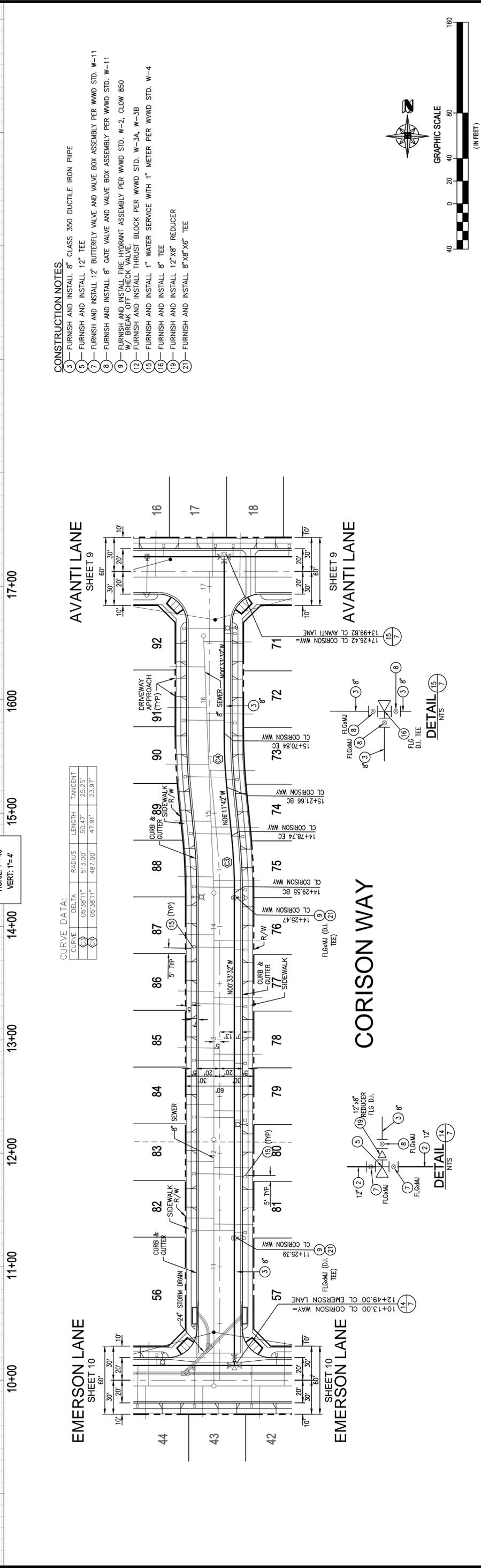
CURVE	DELTA	RADIUS	LENGTH	TANGENT
Ⓒ	05°38'11"	513.00'	50.47'	25.25'
Ⓒ	05°38'11"	487.00'	47.91'	23.97'

CONSTRUCTION NOTES

- 1— FURNISH AND INSTALL 8" CLASS 350 DUCTILE IRON PIPE
- 5— FURNISH AND INSTALL 12" TEE
- 7— FURNISH AND INSTALL 12" BUTTERFLY VALVE AND VALVE BOX ASSEMBLY PER WWWD STD. W-11
- 8— FURNISH AND INSTALL 8" GATE VALVE AND VALVE BOX ASSEMBLY PER WWWD STD. W-11
- 9— FURNISH AND INSTALL FIRE PROPRANT ASSEMBLY PER WWWD STD. W-2, CLOW 850 W BREAK OFF CHECK VALVE
- 12— FURNISH AND INSTALL THRUST BLOCK PER WWWD STD. W-3A, W-3B
- 15— FURNISH AND INSTALL 1" WATER SERVICE WITH 1" METER PER WWWD STD. W-4
- 16— FURNISH AND INSTALL 8" TEE
- 19— FURNISH AND INSTALL 12"x8" REDUCER
- 21— FURNISH AND INSTALL 8"x8"x6" TEE

EMERSON LANE  
SHEET 10

AVANTI LANE  
SHEET 9



EMERSON LANE  
SHEET 10

AVANTI LANE  
SHEET 9

**ALLARD ENGINEERING**  
Civil Engineering - Land Surveying - Land Planning  
16866 Sevilla Avenue  
Fontana, California 92335  
(909) 355-1815 Fax (909) 355-1795

**WEST VALLEY WATER DISTRICT**  
**WATERLINE IMPROVEMENT PLANS**  
**PRESSURE ZONE 6 / DRAWING # D19009**  
**TRACT NO. 20213**

SHEET 7 OF 11 SHEETS  
DWG. NO.

UNDERGROUND SERVICE ALERT  
CALL: TOLL FREE 1-800-422-4133  
THREE WORKING DAYS BEFORE YOU DIG

California Council of Civil Engineers  
8 Land Surveyors

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SALE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE PROJECT. CONTRACTOR SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES AND LOSSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE NEGLIGENCE OF DESIGN PROFESSIONAL.

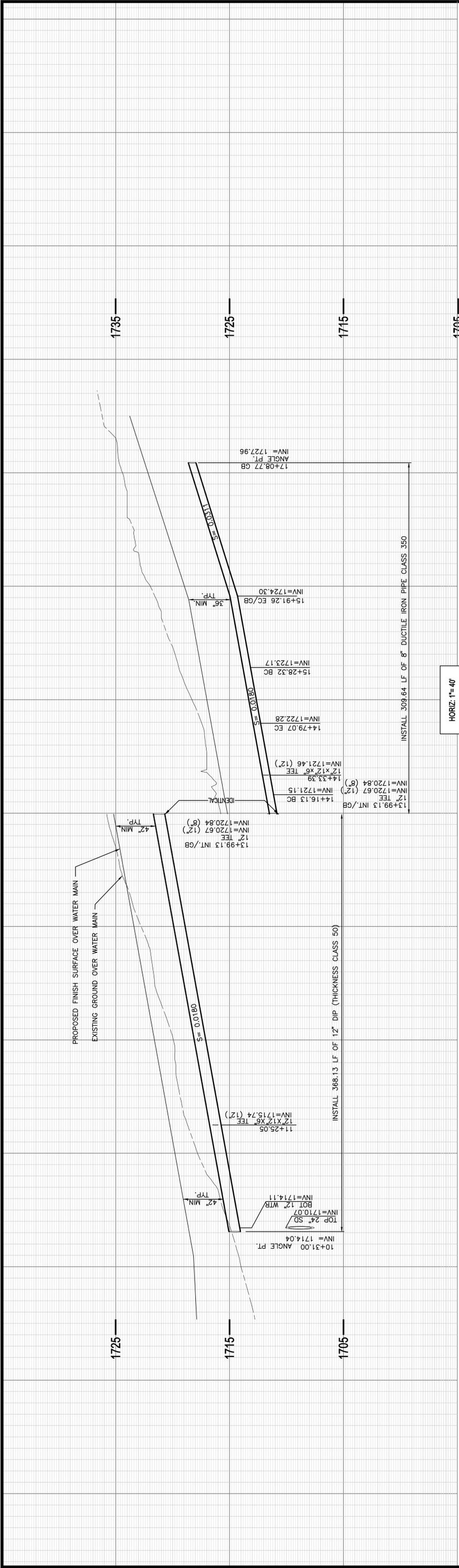
Revision	No.	By	Date	Approval

APPROVED

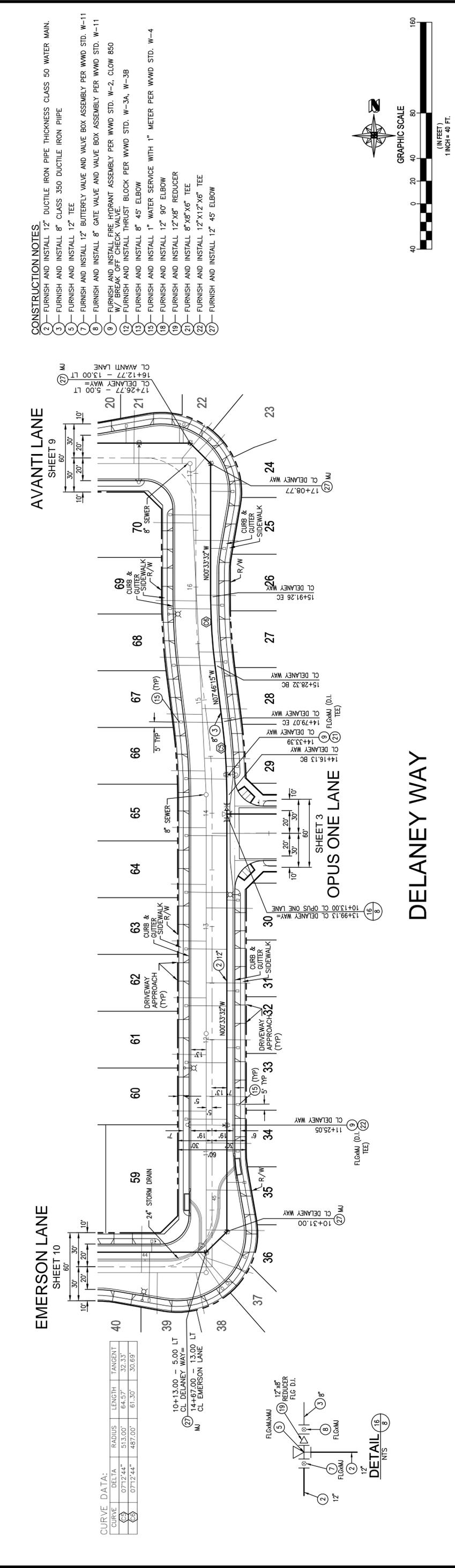
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Designed \_\_\_\_\_  
Drawn \_\_\_\_\_

Scale: \_\_\_\_\_

AS SHOWN

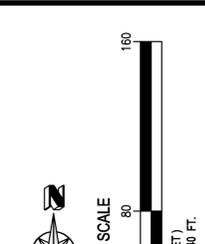


EMERSON LANE SHEET 10  
 HORIZ: 1"=40'  
 VERT: 1"=4'



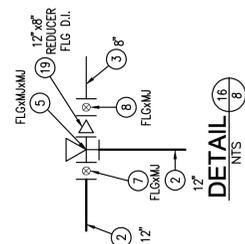
DELANEY WAY SHEET 9  
 HORIZ: 1"=40'  
 VERT: 1"=4'

- CONSTRUCTION NOTES**
- 2) FURNISH AND INSTALL 12" DUCTILE IRON PIPE THICKNESS CLASS 50 WATER MAIN.
  - 3) FURNISH AND INSTALL 8" CLASS 350 DUCTILE IRON PIPE
  - 5) FURNISH AND INSTALL 12" TEE
  - 7) BUTTERFLY VALVE AND VALVE BOX ASSEMBLY PER WWD STD. W-11
  - 8) GATE VALVE AND VALVE BOX ASSEMBLY PER WWD STD. W-11
  - 9) FIRE HYDRANT ASSEMBLY PER WWD STD. W-2, CLOW 850 W/ BREAK OFF CHECK VALVE.
  - 12) FURNISH AND INSTALL THRUST BLOCK PER WWD STD. W-3A, W-3B
  - 13) FURNISH AND INSTALL 8" 45° ELBOW
  - 15) FURNISH AND INSTALL 1" WATER SERVICE WITH 1" METER PER WWD STD. W-4
  - 18) FURNISH AND INSTALL 12" 90° ELBOW
  - 19) FURNISH AND INSTALL 12"X8" REDUCER
  - 21) FURNISH AND INSTALL 8"X8"X6" TEE
  - 22) FURNISH AND INSTALL 12"X12"X6" TEE
  - 27) FURNISH AND INSTALL 12" 45° ELBOW



**CURVE DATA:**

CURVE	DELTA	RADIUS	LENGTH	TANGENT
63	0712.44'	513.00'	64.57'	32.33'
66	0712.44'	487.00'	61.30'	30.69'



**ALLARD ENGINEERING**  
 Civil Engineering - Land Surveying - Land Planning  
 16866 Sevilla Avenue  
 Fontana, California 92335  
 (909) 355-1915 Fax (909) 355-1795

**WEST VALLEY WATER DISTRICT**  
 WATERLINE IMPROVEMENT PLANS  
 PRESSURE ZONE 6 / DRAWING # D19009  
 TRACT NO. 20213

SHEET 8 OF 11 SHEETS  
 DWG. NO.

UNDERGROUND SERVICE ALERT  
 CALL: TOLL FREE 1-800-422-4133  
24 HOURS WORKING DAYS BEFORE YOU DIG

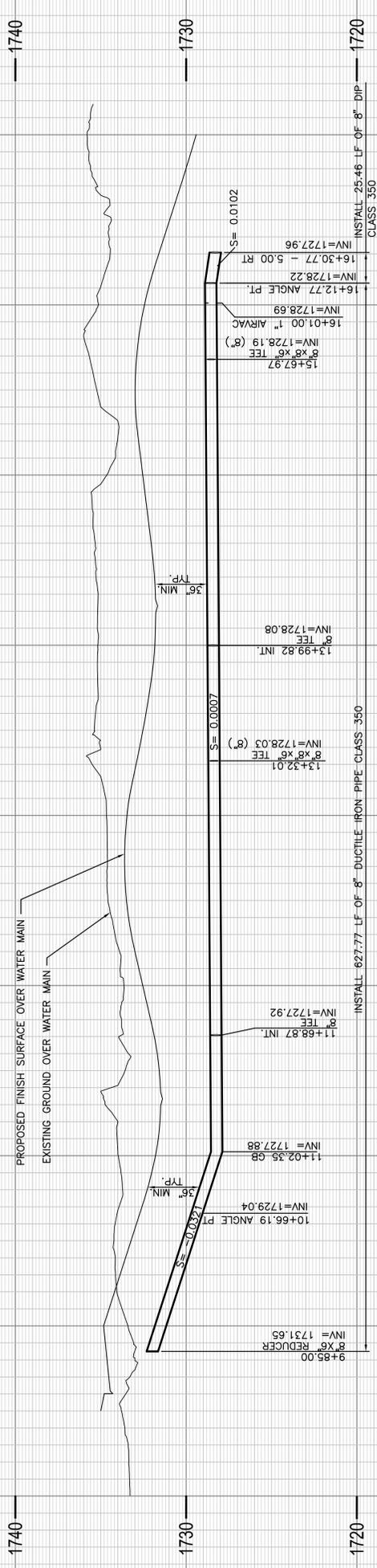
California Council of Civil Engineers  
 8 Land Surveyors

Revision	No.	By	Date	Approval

APPROVED \_\_\_\_\_ Date \_\_\_\_\_  
 Checked \_\_\_\_\_  
 Designed \_\_\_\_\_  
 Drawn \_\_\_\_\_

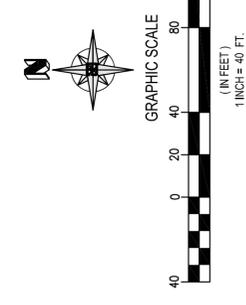
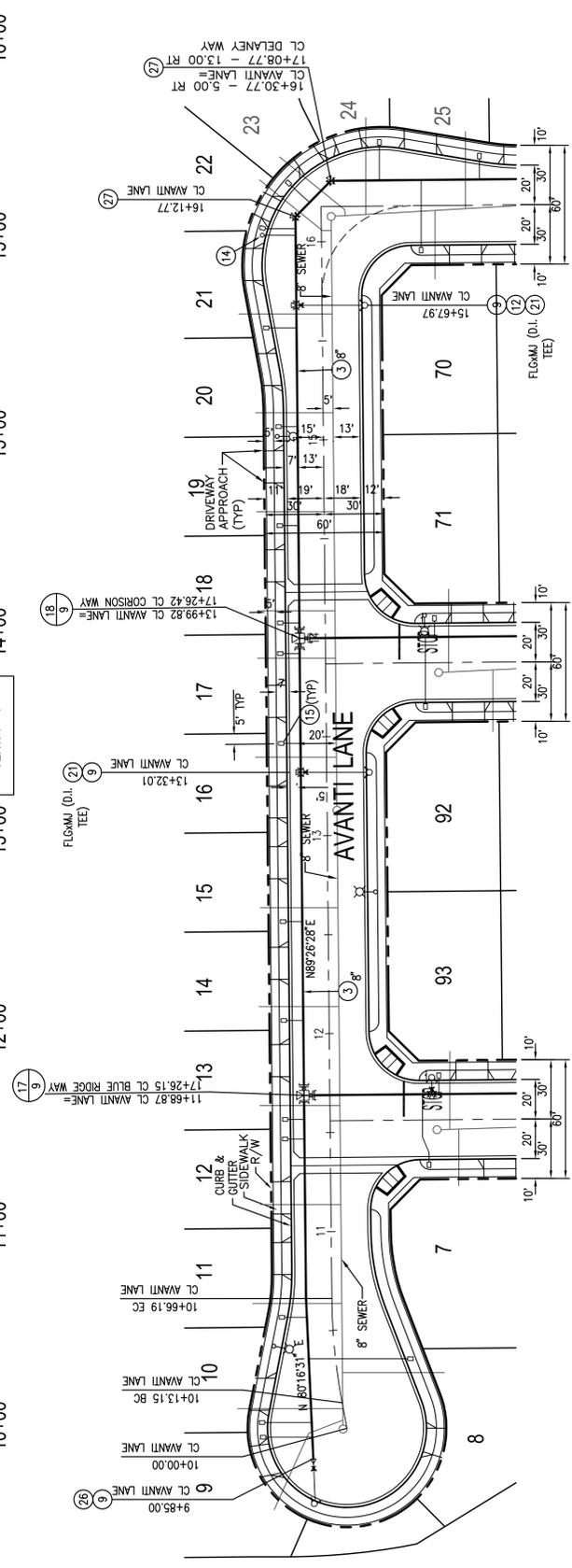
Scale: \_\_\_\_\_ AS SHOWN  
 Job No. \_\_\_\_\_

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION. CONTRACTOR SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES AND LOSSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE NEGLIGENCE OF DESIGN PROFESSIONAL.

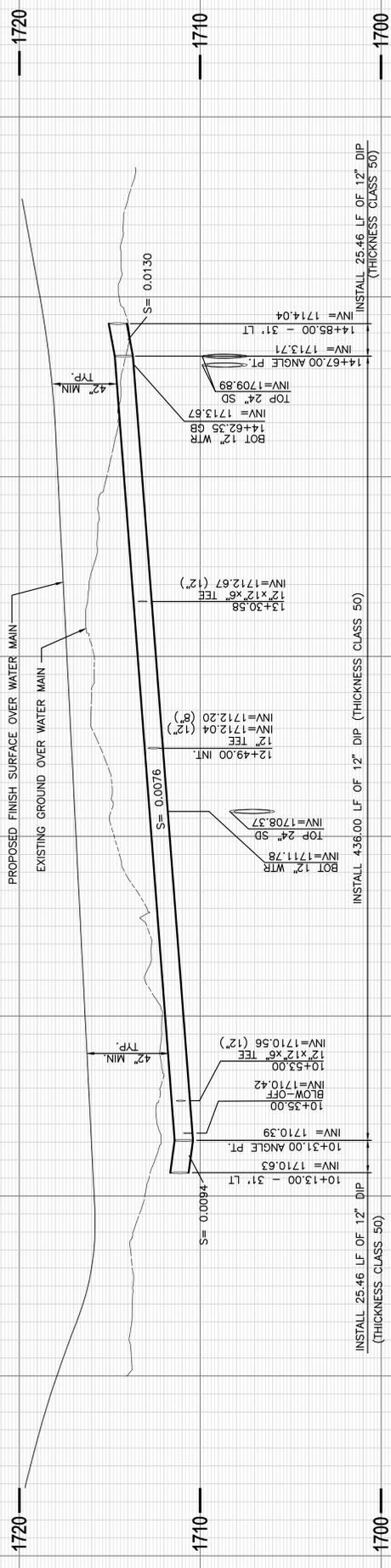


HORIZ: 1"=40'  
VERT: 1"=4'

- CONSTRUCTION NOTES**
- 1) FURNISH AND INSTALL 8" CLASS 350 DUCTILE IRON PIPE
  - 2) FURNISH AND INSTALL 8" GATE VALVE AND VALVE BOX ASSEMBLY PER WWD STD. W-11
  - 3) FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER WWD STD. W-2, CLOW 850
  - 4) FURNISH AND INSTALL 1" AIRVAC ASSEMBLY PER WWD STD. W-3A, W-3B
  - 5) FURNISH AND INSTALL 1" AIRVAC ASSEMBLY PER WWD STD. W-6
  - 6) FURNISH AND INSTALL 1" WATER SERVICE WITH 1" METER PER WWD STD. W-4
  - 7) FURNISH AND INSTALL 8" TEE
  - 8) FURNISH AND INSTALL 8" X 6" REDUCER
  - 9) FURNISH AND INSTALL 12" 45' ELBOW



<p><b>WEST VALLEY WATER DISTRICT</b>  <b>WATERLINE IMPROVEMENT PLANS</b>  <b>PRESSURE ZONE 6 / DRAWING # D19009</b>  <b>TRACT NO. 20213</b></p>		<p>SHEET 9 OF 11 SHEETS DWG. NO.</p>		
<p><b>ALLARD ENGINEERING</b>          Civil Engineering - Land Surveying - Land Planning          16866 Seville Avenue          Fontana, California 92335          (909) 356-1815 Fax (909) 356-1795</p>		<p>Scale: _____          Checked _____          Job No. _____          AS SHOWN</p>		
<p>UNDERGROUND SERVICE ALERT          CALL: TOLL FREE          1-800          422-4133          TWO WORKING DAYS BEFORE YOU DIG</p>				
<p>California Council          of Civil Engineers          &amp; Land Surveyors</p>				
<p>CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO DESIGN, INQUIRY AND HOLD DESIGN PROFESSIONAL. HOLDNESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.</p>				
Revision	No.	By	Date	Approval

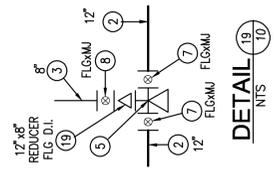
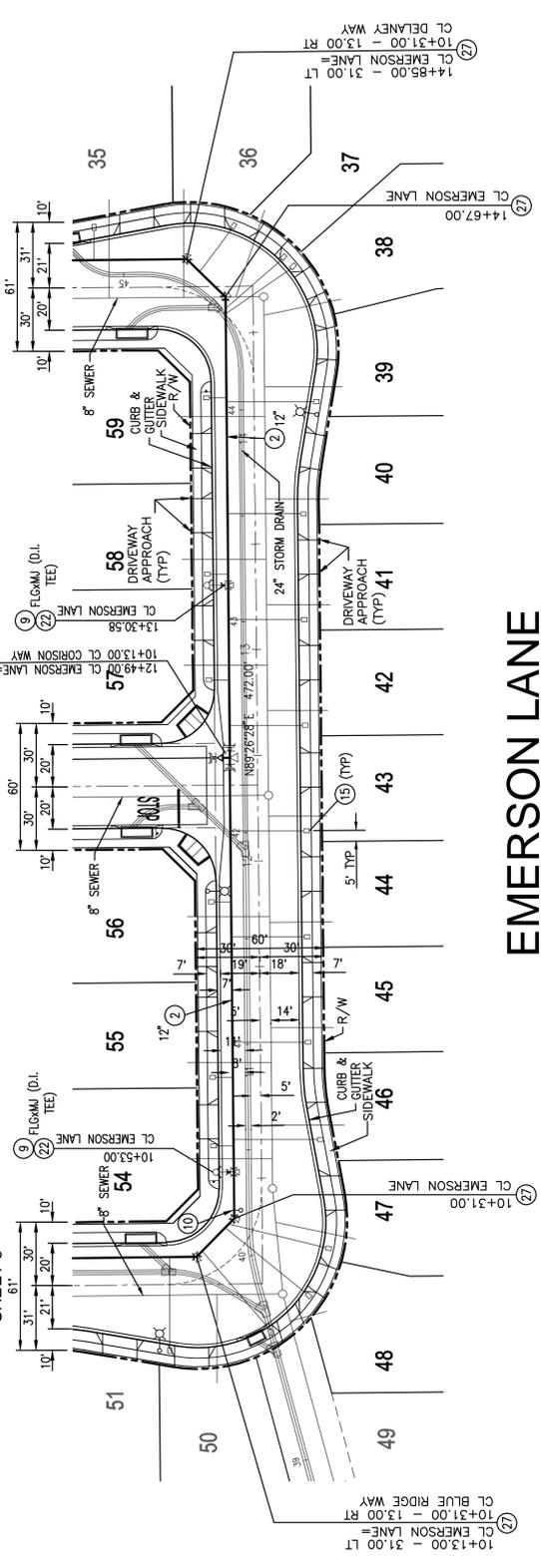


HORIZ: 1"=40'  
VERT: 1"=4'

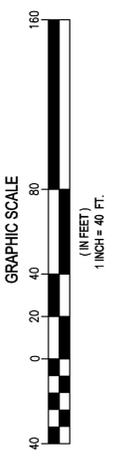
BLUE RIDGE WAY  
SHEET 6

CORISON WAY  
SHEET 7

DELANEY WAY  
SHEET 8



- CONSTRUCTION NOTES:**
- 2 - FURNISH AND INSTALL 12" DUCTILE IRON PIPE THICKNESS CLASS 50 WATER MAIN.
  - 3 - FURNISH AND INSTALL 8" CLASS 350 DUCTILE IRON PIPE
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  - 8 - FURNISH AND INSTALL 8" GATE VALVE AND VALVE BOX ASSEMBLY PER WWD STD. W-2, CLOW 850
  - 9 - FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER WWD STD. W-7
  - 10 - FURNISH AND INSTALL 6" BLOW OFF ASSEMBLY PER WWD STD. W-3A, W-3B
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  - 27 - FURNISH AND INSTALL 12" 45° ELBOW



**WEST VALLEY WATER DISTRICT**  
**WATERLINE IMPROVEMENT PLANS**  
 PRESSURE ZONE 6 / DRAWING # D19009  
 TRACT NO. 20213

**ALLARD ENGINEERING**  
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 Fontana, California 92335  
 (909) 355-1915 Fax (909) 355-1795



Revision	No.	By	Date	Approval

Revision	No.	By	Date	Approval

**UNDERGROUND SERVICE ALERT**  
 CALL: TOLL FREE  
 1-800  
 422-4133  
THE WORKING DAYS BEFORE YOU DIG

California Council  
 of Civil Engineers  
 8 Land Surveyors

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# Exhibit C

Approved

J.G. 4/24/19

Gabbion Ranch Tract 20213 - LENNAR HOMES  
WEST VALLEY WATER DISTRICT  
Improvement Bond Calculation

23-Apr-19

Prepared in the office of  
**ALLARD ENGINEERING**  
16866 Seville Avenue  
Fontana, CA. 92335  
Phone: 909-356-1815

ITEM	Quantity	Unit	Price	TOTAL
MOBILIZATION	1	LS	\$10,000	\$10,000
HOT -TAP CONNECT TO EXISTING 24" WATER MAIN AND 12" MAIN	2	EA	\$5,000	\$10,000
FURNISH & INSTALL 12" DUCILE IRON PIPE,	3511	LF	\$90	\$315,990
FURNISH & INSTALL 8" DUCILE IRON PIPE	2484	LF	\$50	\$124,200
FURNISH & INSTALL 12" BUTTER FLY VALVE	11	EA	\$2,000	\$22,000
FURNISH & INSTALL 8" GATE VALVE	10	EA	\$2,000	\$20,000
FURNISH & INSTALL FIRE HYDRANT ASSEMBLY	18	EA	\$5,000	\$90,000
FURNISH & INSTALL 6" BLOW OFF ASSEMBLY	2	EA	\$1,500	\$3,000
FURNISH & INSTALL THRUST BLOCK	21	EA	\$500	\$10,500
FURNISH & INSTALL 1" AIRVAC	2	EA	\$1,500	\$3,000
FURNISH & INSTALL 1" WATER SERVICE	133	EA	\$1,400	\$186,200
FURNISH & INSTALL 2" WATER SERVICE W/Backflow WITH 1 1/2" METER	1	EA	\$4,000	\$4,000
FURNISH & INSTALL 2" WATER SERVICE W/Backflow	1	EA	\$300	\$300
1" IRRIGATION SERVICE WITH 1" METER AND BACKFLOW	1	EA	\$2,000	\$2,000
FURNISH & INSTALL WATER QUALITY SAMPLE STATION	1	EA	\$500	\$500
FURNISH & INSTALL 8" FIRE SERVICE W/6" DDC	1	EA	\$4,000	\$4,000
				\$805,690
Contingency (20%)	20%			\$161,138
<b>TOTAL</b>				<b>\$966,828</b>
<b>BOND AMOUNT</b>				<b>\$975,000</b>

# Exhibit D

**BOARD OF DIRECTORS**

**Dr. Michael Taylor**  
*President, Board of Directors*  
**Kyle Crowther**  
*Vice President, Board of Directors*  
**Dr. Clifford O. Young, Sr.**  
*Director*  
**Greg Young**  
*Director*  
**Donald Olinger**  
*Director*  
**Crystal L. Escalera**  
*Board Secretary*  
**Patricia Romero**  
*Assistant to the Board Secretary*



**ESTABLISHED AS A PUBLIC AGENCY IN 1952**  
WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,  
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT  
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE  
WATER-USE EFFICIENCY AND CONSERVATION.

**ADMINISTRATIVE**

**2.12.b**

**Clarence C. Mansell, Jr.**  
*Interim General Manager*  
**Ricardo Pacheco**  
*Assistant General Manager*  
**Deborah L. Martinez**  
*Human Resources  
and Risk Manager*  
**Naisha Davis**  
*Chief Financial Officer*

**2018 HOLIDAY LIST**

MONDAY, DECEMBER 24	CHRISTMAS EVE
TUESDAY, DECEMBER 25	CHRISTMAS
MONDAY, DECEMBER 31	NEW YEAR'S EVE

**2019 HOLIDAY LIST**

TUESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 21	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 18	PRESIDENT'S DAY
MONDAY, MAY 27	MEMORIAL DAY
THURSDAY, JULY 4	INDEPENDENCE DAY
MONDAY, SEPTEMBER 2	LABOR DAY
MONDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 28	THANKSGIVING
FRIDAY, NOVEMBER 29	DAY AFTER THANKSGIVING
TUESDAY, DECEMBER 24	CHRISTMAS EVE
WEDNESDAY, DECEMBER 25	CHRISTMAS
TUESDAY, DECEMBER 31	NEW YEAR'S EVE

**2020 HOLIDAY LIST**

WEDNESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 20	MARTIN LUTHER KING, JR.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** AUTHORIZATION FOR SIGNATORY CHANGES FOR ALL JP MORGAN CHASE, US BANK, AND CALTRUST ACCOUNTS.

---

**BACKGROUND:**

West Valley Water District (the “District”) has funds deposited with JP Morgan Chase and US Bank (custodial investment account). The District has funds invested with CalTRUST and Chandler Asset Management. Funds must be accessible to meet daily financial commitments of the organization. Checks must be issued and business transacted to meet financial obligations. Certain individuals must be delegated proper authority to act on behalf of the District with regard to these financial assets.

**DISCUSSION:**

Financial Institutions require a signature cards for transacting business. The District has several accounts that require an authorized representative to act on behalf of the District so that operational and investment needs are met. Accounts with deposits and investments utilized by the District requiring signature authorization include:

JP Morgan Chase – General Government Checking  
 JP Morgan Chase – UTC Routine Checking  
 JP Morgan Chase – UTC Non-Routine Checking  
 CalTRUST Pooled Investment Fund  
 Chandler Asset Management and US Bank National Association  
 Local Agency Investment Fund (Signature card addressed in a separate staff report with LAIF forms)

The attached resolutions require approval to amend account access.

**FISCAL IMPACT:**

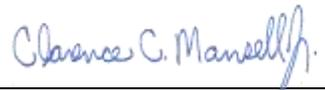
No Fiscal Impact.

**STAFF RECOMMENDATION:**

Please consider approval of resolutions authorizing the signatory changes on the financial institution

accounts.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

CM;llmb

**ATTACHMENT(S):**

1. USBankchand2019rev
2. 201912Caltrustres2019 (002)
3. 2019-14Chaseresolution20197revised
4. PA-Authorized Signers Update2
5. PA-Authorized Signers Update
6. PA-Contact Update

**RESOLUTION NO. 2019-13  
A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE WEST VALLEY WATER DISTRICT,  
AUTHORIZING SIGNATURE CARD CHANGES- US BANK**

**WHEREAS**, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in US Bank National Association ("US Bank") in accordance with all California Government Code, including Section 53607 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

**WHEREAS**, the District hereby finds it necessary to hold a segregated account with US Bank for District investments managed by Chandler Asset Management ("Chandler"), an agreement with the District and Chandler Asset Management board approved March 15, 2018.

**WHEREAS**, the District Board of Directors hereby amend Resolution No 2019-9 in order to add an additional successor for the purpose of deposits and withdrawals of money in the US Bank Custodial account for Chandler managed investments in accordance with all California Government Code, including section 53607 for the purpose of investment as provided therein is in the best interests of the District.

**WHEREAS**, US Bank is to act as custodian of funds managed by Chandler.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby authorizes signature card changes to the US Bank account for the purpose of advising US Bank to act on directives on behalf of the District. Deposits and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

**BE IT FURTHER RESOLVED**, as follows: Section 1, The following District officer holding the title of Interim Chief Financial Officer Lanita McCauley Bates be removed from the Local Agency Investment Fund. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manger Ricardo Pacheco, Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske or their successors in office are each hereby authorized to order the deposit, withdrawal, or advisement of monies managed by Chandler held in account with US Bank and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the transaction contemplated hereby:

\_\_\_\_\_  
**Dr. Michael Taylor**  
President, Board of Directors

\_\_\_\_\_  
**Kyle Crowther**  
Vice President, Board of Directors

\_\_\_\_\_  
**Donald Olinger**  
Director

\_\_\_\_\_  
**Dr. Clifford Young**  
Director

\_\_\_\_\_  
**Greg Young**  
Director

\_\_\_\_\_  
**Clarence C. Mansell, Jr.**  
General Manager

\_\_\_\_\_  
**Logan Olds**  
Assistant General Manager

\_\_\_\_\_  
**Ricardo Pacheco**  
Assistant General Manager

\_\_\_\_\_  
**Jeremiah Brosowske**  
Assistant General Manager

**Section 2.** That said Resolution shall be effective June 7<sup>th</sup>, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

**ADOPTED, SIGNED, AND APPROVED THIS 7th DAY OF June, 2019 BY THE FOLLOWING VOTE:**

<b>AYES:</b>	<b>DIRECTORS:</b>
<b>NOES:</b>	<b>DIRECTORS:</b>
<b>ABSENT:</b>	<b>DIRECTORS:</b>
<b>ABSTAIN:</b>	<b>DIRECTORS:</b>

---

**Dr. Michael Taylor**  
**President, Board of Directors**

**ATTEST:**

---

Crystal L. Escalera  
Board Secretary

**AMENED RESOLUTION NO. 2019-12  
A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE WEST VALLEY WATER DISTRICT,  
AUTHORIZING SIGNATURE CARD CHANGES FOR CALTRUST FUND**

**WHEREAS**, The West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in CalTrust Pooled Investment Fund ("Cal Trust") in accordance with all California Government Code, including Section 53601 and 53605 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

**WHEREAS** CalTrust Pooled Investment Fund ("CalTrust") is established for the deposit of money by the District for purposes of investment of District money by CalTrust; and for the purpose of authorizing signature card changes to the successors in office as provided therein.

**WHEREAS**, the District Board of Directors hereby amend Resolution No 2019-8 in order to add an additional successor for the purpose of deposits, transfers and withdrawals of money in the CalTrust Fund in accordance with all California Government Code, including section 53601 and 53605 for the purpose of investment as provided therein is in the best interests of the District.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby authorizes signature card changes to the CalTrust account for the purpose of advising Cal Trust to act on directives on behalf of the District. Deposits, transfers and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

**BE IT FURTHER RESOLVED**, as follows: Section 1, The following District officer holding the title of Interim Chief Financial Officer Lanita McCauley Bates be removed from the CalTrust Fund. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manger Ricardo Pacheco, Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske are each hereby authorized to order the deposit, transfer or withdrawal of monies in CalTrust Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

\_\_\_\_\_  
**Dr. Michael Taylor**  
President, Board of Directors

\_\_\_\_\_  
**Kyle Crowther**  
Vice President, Board of Directors

\_\_\_\_\_  
**Donald Olinger**  
Director

\_\_\_\_\_  
**Dr. Clifford Young**  
Director

\_\_\_\_\_  
**Greg Young**  
Director

\_\_\_\_\_  
**Clarence C. Mansell, Jr.**  
General Manager

\_\_\_\_\_  
**Logan Olds**  
Assistant General Manager

\_\_\_\_\_  
**Ricardo Pacheco**  
Assistant General Manager

\_\_\_\_\_  
**Jeremiah Brosowske**  
Assistant General Manager

**Section 2.** That said Resolution shall be effective June 7<sup>th</sup>, 2019 and shall remain in force and effect until rescinded by Board of Directors by resolution and a copy of the

resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

**ADOPTED, SIGNED, AND APPROVED THIS 1ST DAY OF June 7<sup>th</sup>, 2019 BY THE FOLLOWING VOTE:**

<b>AYES:</b>	<b>DIRECTORS:</b>
<b>NOES:</b>	<b>DIRECTORS:</b>
<b>ABSENT:</b>	<b>DIRECTORS:</b>
<b>ABSTAIN:</b>	<b>DIRECTORS:</b>

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**Dr. Michael Taylor**  
**President, Board of Directors**

**ATTEST:**

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**Crystal L. Escalera**  
**Board Secretary**

**AMENDED RESOLUTION NO. 2019-14  
A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE WEST VALLEY WATER DISTRICT,  
AUTHORIZING SIGNATURE CARD CHANGES- ALL J.P MORGAN CHASE BANKS**

**WHEREAS**, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

**WHEREAS**, amending Resolution No. 2019-7 to add additional successors to the J.P Morgan (ALL Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby authorizes signature card changes to ALL J.P Morgan (Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of deposits, withdrawals and transfer of funds as provided therein.

**BE IT FURTHER RESOLVED**, as follows: Section 1 The following District officer holding the title of Interim Chief Financial Officer Lanita McCauley Bates be removed from the Chase Bank Accounts. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske, Assistant General Manger Ricardo Pacheco are each hereby authorized to order the deposit or withdrawal of monies in ALL J.P Morgan (Chase Bank Accounts) and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

\_\_\_\_\_  
**Dr. Michael Taylor**  
President, Board of Directors

\_\_\_\_\_  
**Kyle Crowther**  
Vice President, Board of Directors

\_\_\_\_\_  
**Donald Olinger**  
Director

\_\_\_\_\_  
**Dr. Clifford Young**  
Director

\_\_\_\_\_  
**Greg Young**  
Director

\_\_\_\_\_  
**Clarence C. Mansell, Jr.**  
General Manager

\_\_\_\_\_  
**Logan Olds**  
Assistant General Manager

\_\_\_\_\_  
**Ricardo Pacheco**  
Assistant General Manager

\_\_\_\_\_  
**Jeremiah Brosowske**  
Assistant General Manager

**Section 2.** That said Resolution shall be effective June 7<sup>th</sup>, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

**ADOPTED, SIGNED, AND APPROVED THIS 1st DAY OF June 7<sup>th</sup>, 2019 BY THE FOLLOWING VOTE:**

<b>AYES:</b>	<b>DIRECTORS:</b>
<b>NOES:</b>	<b>DIRECTORS:</b>
<b>ABSENT:</b>	<b>DIRECTORS:</b>
<b>ABSTAIN:</b>	<b>DIRECTORS:</b>

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**Dr. Michael Taylor**  
**President, Board of Directors**

**ATTEST:**

---

Crystal L. Escalera  
Board Secretary



## Part 6. Authorized Representatives and Online Trading Designations

(Below are the individuals authorized to conduct transactions on behalf of the participating entity)

The undersigned certify that any of the persons signing below as an authorized representative of the Participant have the full authority and capacity to invest funds in and withdraw funds from the Shares Program, as well as manage accounts through the CalTRUST Online Portal, pursuant to compliance with the minimum number of authorized traders listed below. The undersigned agree that the certifications, instructions, and authorizations contained in this Program Registration Form and Participation Agreement will remain in effect until the Administrator receives written notice of change.

**Authorized Representatives of:** \_\_\_\_\_  
(Name of Agency)

**Minimum Number of Signatories Required to Authorize a Trade:** \_\_\_\_\_

### Trustee/Fiduciary Signatures and Online Access

(The total number of Trustees/Fiduciaries signing below must equal or exceed the number of authorized signatories required per trade, as listed on the line above.)

#### Trustee/Fiduciary

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

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

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>					

#### Trustee/Fiduciary

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

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

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>					



**Trustee/Fiduciary**

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

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**Select Online Trading Option(s):**

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>					

**Trustee/Fiduciary**

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

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**Select Online Trading Option(s):**

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>					

**Trustee/Fiduciary**

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

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**Select Online Trading Option(s):**

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>					



## Part 6. Authorized Representatives and Online Trading Designations

(Below are the individuals authorized to conduct transactions on behalf of the participating entity)

The undersigned certify that any of the persons signing below as an authorized representative of the Participant have the full authority and capacity to invest funds in and withdraw funds from the Shares Program, as well as manage accounts through the CalTRUST Online Portal, pursuant to compliance with the minimum number of authorized traders listed below. The undersigned agree that the certifications, instructions, and authorizations contained in this Program Registration Form and Participation Agreement will remain in effect until the Administrator receives written notice of change.

**Authorized Representatives of:** \_\_\_\_\_  
(Name of Agency)

**Minimum Number of Signatories Required to Authorize a Trade:** \_\_\_\_\_

### Trustee/Fiduciary Signatures and Online Access

(The total number of Trustees/Fiduciaries signing below must equal or exceed the number of authorized signatories required per trade, as listed on the line above.)

#### Trustee/Fiduciary

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

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

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>					

#### Trustee/Fiduciary

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

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

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>					



**Trustee/Fiduciary**

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

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**Select Online Trading Option(s):**

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>					

**Trustee/Fiduciary**

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

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**Select Online Trading Option(s):**

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>					

**Trustee/Fiduciary**

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

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**Select Online Trading Option(s):**

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>					



## Part 2. Contact Information for Agency Personnel

### Primary Contact

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

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

Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

### Secondary Contact

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

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

Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

### Additional Contact (Optional)

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

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

Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

### Additional Contact (Optional)

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

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

Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** LOCAL AGENCY INVESTMENT FUND (LAIF) SIGNATURE CARD

---

**BACKGROUND:**

West Valley Water District (the "District") has funds invested in the Local Agency Investment Fund (LAIF). Funds must be accessible to meet financial commitments of the organization. Checks must be issued and business transacted to meet financial obligations. Certain individuals must be delegated proper authority to act on behalf of the district with regard to these financial assets.

**DISCUSSION:**

Financial Institutions require signature cards for transacting business. The District has several accounts that require an authorized representative to act on behalf of the district so that investment needs are met. Accounts with deposits and investments utilized by the District requiring signature authorization include:

Local Agency Investment Fund – LAIF

The attached resolution requires approval to amend account access.

**FISCAL IMPACT:**

No fiscal impact.

**STAFF RECOMMENDATION:**

Please consider approval of resolution authorizing those designated as signers on LAIF.

Respectfully Submitted,

Clarence C. Mansell Jr.

---

Clarence Mansell Jr, General Manager

CM;llmb

**ATTACHMENT(S):**

1. LAIFauthorizationdeliverableJune7
2. LAIFauthorizationdeliverableJune7pg2
3. 2019-11LAIFresolutionJune7revised



**California State Treasurer's Office  
Local Agency Investment Fund (LAIF)  
Authorization for Transfer of Funds**

Effective Date \_\_\_\_\_

Agency Name \_\_\_\_\_

LAIF Account # \_\_\_\_\_

Agency's LAIF Resolution # \_\_\_\_\_ or Resolution Date \_\_\_\_\_

**ONLY** the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. ***This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.***

Name	Title

**Two authorized signatures required.** Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

Please provide email address to receive LAIF notifications.

Name	Email

**Mail completed form to: State Treasurer's Office  
Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001**



**California State Treasurer's Office  
Local Agency Investment Fund (LAIF)  
Authorization for Transfer of Funds**

Effective Date \_\_\_\_\_

Agency Name \_\_\_\_\_

LAIF Account # \_\_\_\_\_

Agency's LAIF Resolution # \_\_\_\_\_ or Resolution Date \_\_\_\_\_

**ONLY** the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. ***This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.***

Name	Title

**Two authorized signatures required.** Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

Please provide email address to receive LAIF notifications.

Name	Email

**Mail completed form to: State Treasurer's Office  
Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001**

**AMENDED RESOLUTION NO. 2019-11  
A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE WEST VALLEY WATER DISTRICT,  
AUTHORIZING SIGNATURE CARD CHANGES FOR LOCAL AGENCY  
INVESTMENT FUND**

**WHEREAS**, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. Seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein is in the best interests of the District.

**WHEREAS**, amending Resolution No. 2019-6 to add successors to all investments of monies in the local agency investment fund by authorizing the successors in office to such investments of monies in the local Agency Investment Fund by authorizing signature cards to their successors.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby authorizes the deposit and withdrawal of District monies in the Local Agency Investment Fund in the State Treasury in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein.

**BE IT FURTHER RESOLVED**, as follows: Section 1, The following District officers holding the title of Interim Chief Financial Officer Lanita McCauley Bates be removed from the Local Agency Investment Fund. The following successors are added President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Ricardo Pacheco, Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske and are each hereby authorized to order the deposit or withdrawal of monies in Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

\_\_\_\_\_  
**Dr. Michael Taylor**  
President, Board of Directors

\_\_\_\_\_  
**Kyle Crowther**  
Vice President, Board of Directors

\_\_\_\_\_  
**Donald Olinger**  
Director

\_\_\_\_\_  
**Dr. Clifford Young**  
Director

\_\_\_\_\_  
**Greg Young**  
Director

\_\_\_\_\_  
**Clarence C. Mansell, Jr.**  
General Manager

\_\_\_\_\_  
**Logan Olds**  
Assistant General Manager

\_\_\_\_\_  
**Ricardo Pacheco**  
Assistant General Manager

\_\_\_\_\_  
**Jeremiah Brosowske**  
Assistant General Manager

**Section 2.** That said Resolution shall be effective June 7<sup>th</sup>, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

ADOPTED, SIGNED, AND APPROVED THIS 7th DAY OF June, 2019 BY THE FOLLOWING VOTE:

AYES:	DIRECTORS:
NOES	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS:

\_\_\_\_\_  
**Dr. Michael Taylor**  
**President, Board of Directors**

ATTEST:

\_\_\_\_\_  
Crystal L. Escalera  
Board Secretary



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER A CHANGE ORDER INCREASING THE AGREEMENT  
 AMOUNT FOR AEROTEK, INC. FOR TEMPORARY LABOR SERVICES

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**BACKGROUND:**

In December 2018, the General Manager executed a contract not to exceed \$25,000 with Aerotek, Inc. to provide state certified water systems operators as temporary labors in the Meter Service Department (Department). This temporary labor was required to provide coverage for four (4) vacant positions in the Department to maintain satisfactory customer service levels and maintain productivity in the meter replacement program.

These vacancies were created by the resignation of two employees from the District and two employees had to be reassigned to other duties within the West Valley Water District (District) because of medical restrictions. These vacancies were intended to be filled shortly after the mid-year budget review process wherein certain salary range adjustments were required for the District's Water Systems Operator job series before new employees could be hired. Interviews have been conducted and new employees have been selected. The anticipated start date is mid-June. Aerotek's services will not be needed for operations, but one temporary worker in the Customer Service Department will remain due to a vacancy that will be filled by the end of June.

**DISCUSSION:**

On March 13, 2019, the Board of Directors authorized the General Manager to identify funds in the FY2018-19 Budget and execute a budget amendment to increase funding for the Aerotek, Inc. agreement not to exceed \$50,000 without prior Board approval. These vacancies have taken longer to fill than anticipated requiring an increase in funding for the agreement from \$50,000 to \$175,000.

**FISCAL IMPACT:**

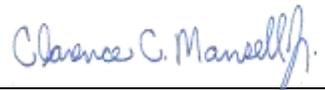
No fiscal impact. The funding for these temporary positions is derived from salary savings from vacant positions in the existing budget.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors authorize the General Manager to identify funds in the FY2018-19 Budget and execute a budget amendment to increase funding for the Aerotek, Inc.

agreement not to exceed \$175,000 without prior Board approval.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

CM;jc

**ATTACHMENT(S):**

1. Exhibit A - Aerotek Agreement

# EXHIBIT A

**SERVICES AGREEMENT**

THIS SERVICES AGREEMENT ("Agreement") is made this 13th day of December, 2018, by and between AEROTEK, INC., a Maryland corporation, ("AEROTEK"), and West Valley Water District ("Client").

**BACKGROUND**

AEROTEK is engaged in the supplemental staffing services business providing contract personnel to customers with staffing needs. Client desires to engage AEROTEK to provide supplemental staffing services and AEROTEK desires to be engaged by Client, all on the terms and conditions of this Agreement.

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

**1. TERM:** This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of one (1) year, and shall continue thereafter on a month-to-month basis not to exceed five (5) years, unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice with or without cause.

**2. CONTRACT EMPLOYEES**

**2.1. CONTRACT EMPLOYEES DEFINED:** As used throughout this Agreement, the term "Contract Employee" means an AEROTEK employee temporarily placed with the Client pursuant to this Agreement.

**2.2. SERVICES:** AEROTEK shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as Exhibit A, is a list of the names of the Contract Employee(s) to be placed initially with Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by AEROTEK as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on Exhibit A attached hereto, or should either Client or AEROTEK request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing by both parties. Such agreed upon terms shall become a part of this Agreement, as amended.

**2.3. DUTIES:** It shall be the Client's responsibility to control, manage and supervise the work of the Contract Employees assigned to Client pursuant to this Agreement. Client agrees to provide site specific training to Contract Employees. The Contract Employees shall perform only the duties and functions of the specific jobs set forth opposite the Contract Employee's name on Exhibit A or on the job description attached to this Agreement. In no event shall any Contract Employee be assigned or permitted to perform any other duties or functions other than those specified in Exhibit A for Client without the express written consent of AEROTEK. Should Client assign the Contract Employee to perform the duties or functions of a position not listed in Exhibit A or within the job description attached hereto, AEROTEK may, in its sole and absolute discretion, deem this Agreement breached by Client and take whatever action it deems necessary or appropriate. In this event, Client shall be liable to AEROTEK, and indemnify AEROTEK for all claims, damages, losses or expenses relating to

such breach, as well as all hours worked by the Contract Employees.

**2.4. CASH HANDLING:** Client agrees that it will not permit any Contract Employee to (i) handle cash, negotiable instruments or other valuables without AEROTEK's written consent (and then only under Client's direct supervision), or (ii) transport or convey money, securities or negotiable instruments for Client (including, but not limited to, delivering bank deposits to a bank or other institution).

**2.5. MOTOR VEHICLES:** Contract Employee(s) are not authorized to operate a motor vehicle without AEROTEK's prior written permission. Client shall not request or require Contract Employee(s) to perform tasks which require driving a motor vehicle without AEROTEK expressed written permission.

**2.6. INTERNATIONAL TRAVEL:** Contract Employee(s) are not authorized to travel internationally without AEROTEK's prior written permission. Client shall not request or require Contract Employee(s) to perform tasks which require international travel without AEROTEK's prior written permission.

**3. INDEPENDENT CONTRACTOR STATUS:** With respect to the services provided by AEROTEK, AEROTEK shall be an independent contractor. AEROTEK shall provide any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

**4. TIME RECORDS AND INVOICES:**

AEROTEK Time and Expense shall be the official time record for purposes of payment herein. AEROTEK shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime rates for Contract Employee(s) who work in excess of forty (40) hours per week, or as otherwise required by law, will be billed at the rates listed on Exhibit A, in addition to all applicable sales and other tax, or as otherwise agreed by both parties. For weeks that have one (1) National or client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two (32) hours per week. The number of hours billed by AEROTEK shall be supported by a time card or other time record approved by a representative of the Client. Client is solely responsible for ensuring that information submitted to AEROTEK regarding hours worked by Contract Employee(s) is timely and accurate. Client agrees to pay for any and all hours of Sick Leave, as applicable, that has accrued and is paid to Contract Employee while on assignment at Client. In the event Client or Client's Representative fails to timely or accurately affirm the hours worked by Contract Employees or provide adequate systems or reporting to account for all hours, Client shall be liable to AEROTEK, and indemnify AEROTEK for all claims, damages, losses or expenses relating to such breach, as well as all hours worked by the Contract Employees. Invoices submitted by AEROTEK to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

**5. PAYMENT DEFAULT:** Payment in full for invoices via check or EFT shall be due within fifteen (15) days from invoice date, at AEROTEK, 3689 Collection Ctr. Dr., Chicago, Illinois 60693. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due or Client has exceeded AEROTEK's established credit limit, AEROTEK shall notify Client verbally or in writing of such occurrence. Upon such notice, AEROTEK may, without additional notice, immediately cease providing any and all further Contract Employee services without



# Aerotek

any liability to Client for interruption or stoppage of pending work. In addition, the parties agree that in the ordinary course of business AEROTEK may, in its sole discretion, apply payments made by Client to any outstanding Client invoice, notwithstanding any direction by Client regarding application of the payment. In the event that there are subsidiaries and/or affiliates of Client that are subject to the terms of this Agreement, and those subsidiaries and/or affiliates become delinquent or are unable to pay AEROTEK according to the terms contained herein, Client shall be liable to AEROTEK for payment of any and all outstanding invoices owed by the subsidiaries and/or affiliates.

**6. EXPENSES:** Client shall reimburse AEROTEK for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing services on behalf of Client that require Contract Employee to travel away from Client's primary job site. Client agrees to accept legible copies of receipts (or electronic copies, if billed electronically) as the supporting documentation needed to pay the expense amount on the invoice.

**7. COLLECTION:** Intentionally omitted.

**8. BANKRUPTCY:** Client agrees that in the event Client files bankruptcy, (i) to the extent AEROTEK pays the salary and other direct labor costs of the Contract Employees it provides to Client and such amounts incurred within 180 days prior to bankruptcy are not paid by Client to AEROTEK prior to bankruptcy, and/or (ii) AEROTEK is the assignee of claims held by such Contract Employees against Client for such amounts incurred within 180 days prior to bankruptcy and such amounts are not paid by Client to AEROTEK prior to bankruptcy, then AEROTEK has a claim against Client in bankruptcy for the amount of such salary and other direct labor costs which is entitled to a priority under 11 U.S.C. § 507(a)(4).

**9. PURCHASE ORDERS:** Payment of AEROTEK invoices shall not be dependent upon a Client generated purchase order. If a purchase order is required pursuant to this Section, Client shall deliver to AEROTEK a written purchase order [15days/hours] before the first Contract Employee start date identified on Exhibit A. As stated in Section 15.21 herein, this Agreement and Exhibit A constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail. If a purchase order is required pursuant to this paragraph, failure by Client to deliver said purchase order shall not release Client of its obligations contained in this Agreement.

**10. EXPORT CONTROL:** Client agrees that it will adhere to all applicable export controls including but not limited to the International Traffic and Arms Regulations (ITAR), the Export Administration Regulations (EAR), and all regulations and orders administered by the Office of Foreign Asset Control of the U.S. Department of Treasury. Client further assumes responsibility for Contract Employees' actions with regard to any transfer of export controlled articles to include technical data, and defense services while acting within the scope of work under this contract, to include the procurement of any licenses required under the ITAR or EAR. Client is responsible for promptly identifying in writing for AEROTEK positions that require access to export controlled data or require AEROTEK provided personnel to participate in the export of controlled information and technologies to foreign persons. Upon notification of applicable export controls, AEROTEK will certify that employees placed in those positions are U.S. persons.

## 11. RESTRICTIVE COVENANT

**11.1. RESTRICTIVE COVENANT - CONVERSION:** AEROTEK is not an employment agency. Its services are provided at great expense to AEROTEK. In consideration thereof, during the term of

this Agreement and for the twelve (12) month period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of AEROTEK, or hire or engage such Contract Employee. If any Contract Employee provided by AEROTEK to Client is engaged by Client to perform services, either directly or indirectly, within twelve (12) months of that Contract Employees last day of work at Client through AEROTEK, the Client will pay AEROTEK, as liquidated damages, an amount equal to 30% of the Contract Employee's first year salary, including bonuses, with Client.

**11.2. RESTRICTIVE COVENANT - RIGHT TO HIRE:** Notwithstanding, the above Section 11.1, if Contract Employee has completed the minimum assignment duration at Client for AEROTEK, pursuant to Exhibit A, there will be no fee for directly hiring the Contract Employee.

**11.3. ACCOUNT STATUS:** If Client exercises its right to hire a Contract Employee at a time when Client is in breach of Section 5 of this Agreement or Client's account is otherwise not current or in good standing, Client agrees to pay the fee of 30% of the Contract Employee's first year salary, including bonuses with Client, even though the Contract Employee has completed the assignment duration outlined in the attached Exhibit A.

## 12. SUBMITTALS

**12.1. RIGHT TO HIRE:** Resumes submitted to Client are confidential and for Client use only. Client agrees that AEROTEK is the exclusive representative of all candidates for which resumes are submitted to Client by AEROTEK in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by AEROTEK is engaged to perform services, either directly or indirectly, by Client within twelve (12) months of receipt of the resume, Client agrees to pay to AEROTEK as liquidated damages an amount equal to 30% of the employee's first year annual salary, including bonuses.

**12.2. CONTRACT EMPLOYEE PERFORMANCE:** Within the initial employment guarantee period as detailed in the attached Exhibit A from any Contract Employee(s) starting date, Client shall review the Contract Employee's performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and Client wishes AEROTEK to terminate its engagement of such Contract Employee, Client must notify AEROTEK within the initial period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial period, provided its reasons for termination are not unlawful and are bona fide in AEROTEK reasonable judgment. If Client becomes dissatisfied with the performance of a Contract Employee after the initial period, Client may request that AEROTEK terminate the engagement of that Contract Employee upon written notice to AEROTEK, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

**12.3. LIMITATION OF LIABILITY:** AEROTEK does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs, or perform services in any particular manner. Accordingly, Client acknowledges and agrees that AEROTEK is not responsible for any aspects of the Contract Employees work or the Client's project, including, without limitation, any deadlines or work product. Because AEROTEK is providing supplemental staffing services only, and Client is directing and

# Aerotek

supervising the Contract Employees who render these services, AEROTEK shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Client shall indemnify AEROTEK and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims.

## 13. CLIENT PROPERTY

**13.1. WORK PRODUCT:** All work product of every kind performed by any Contract Employee on behalf of Client shall be the sole and exclusive property of Client.

**13.2. DAMAGES:** AEROTEK does not provide insurance coverage for any real or personal property of Client, including but not limited to machinery, equipment, computers, tools, vehicles or other real or personal property which is owned or leased by client. Accordingly, Client agrees that in the event it supplies, provides or otherwise allows Contract Employees to use or have access to any property of Client, (including but not limited to cell phones, laptop computers, tools, etc.), Client shall be solely responsible for any damage, theft, repair or loss associated with this property, and Client shall indemnify, hold harmless and defend AEROTEK against and from such claims made or brought for any damaged, stolen, or lost property of Client.

**13.3. CONFIDENTIALITY:** AEROTEK recognizes that while performing its duties under this Agreement, AEROTEK and its Contract Employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. AEROTEK agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

## 14. NOTICES

**14.1. MANNER:** Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

**14.2. ADDRESSEE:** A Notice shall be addressed, in the case of AEROTEK, to Assistant Controller--West Region at: 7301 Parkway Dr. Hanover, MD 21076 or, in the case of Client, to West Valley Water District, at 855 W. Baseline, P.O. Box 920, Rialto, CA 92377. If sent by facsimile, a Notice shall be sent to AEROTEK at (410) 579-3106 or to Client at (951) 662-1203.

**14.3. DELIVERY:** A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted; provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

**14.4. CHANGES:** Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those

substitute addresses, or facsimile numbers.

## 15. MISCELLANEOUS:

**15.1. WAIVER:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

**15.2. REMEDIES CUMULATIVE:** The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

**15.3. ARBITRATION:** Except as provided in Section 7 of this Agreement, all disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal or termination of this Agreement shall be finally settled in an arbitration proceeding under the Rules of the American Arbitration Association by three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after the parties have agreed to go to arbitration, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall not be empowered to award punitive damages to any party. The non-prevailing party to the arbitration shall pay all the prevailing party's expenses of the arbitration, including reasonable attorneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such arbitration.

**15.4. DRUG & BACKGROUND SCREENING:** If Client requires AEROTEK to perform certain drug and/or background screenings on its candidate(s) and/or Contract Employee(s), the Exhibit B Addendum should be completed and signed by both Client and Aerotek. These screenings will be performed at Client's sole expense unless otherwise agreed to in writing by both parties.

**15.5. ASSIGNMENT:** No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that AEROTEK may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any parent, subsidiary or affiliate without the prior written consent of Client.

**15.6. COMPLIANCE:** Client agrees that it will comply with applicable federal, state, and local laws in connection with the services provided by AEROTEK hereunder, including but not limited to the following:

**15.7. EQUAL OPPORTUNITY:** AEROTEK is an equal opportunity employer and refers Contract Employees regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. Client will indemnify and defend AEROTEK with respect to any and all claims that Client took action in violation of federal, state,



# Aerotek

and/or local laws, including costs of suit, settlement and attorneys' fees.

**15.8. GOVERNMENT CONTRACTING – NOTIFICATION AND WAGE DETERMINATION:** Client represents and warrants that the services to be provided by Contract Employees are not (i) supporting a contract for the United States, State or Local Government; or (ii) subject to any federal, state, or local prevailing wage determination, including but not limited to, the Service Contract Act of 1965, Davis-Bacon Act, or Walsh-Healey Public Contract Act. Client acknowledges and agrees that Client is responsible for (i) prior notification to AEROTEK of any and all projects that support a contract with the United States, State or Local Government, and (ii) the accuracy of any applicable prevailing wage determinations and flow down provisions. If it is later determined that such services provided by Contract Employees were in support of a United States, State or Local Government contract, Client agrees to indemnify AEROTEK for any claims, costs or fees which (i) AEROTEK may incur from any misclassification related to such determination; and (ii) result from any inaccuracy of the Client provided wage determination including, but not limited to, the failure to notify AEROTEK that the services provided by Contract Employees are or were required to be paid at a prevailing wage. Should Client fail to notify AEROTEK of an applicable prevailing wage or provide accurate wage determinations, AEROTEK reserves the right to bill Client the difference in the rate for all hours worked plus any statutory or regulatory costs associated with such rate difference. Further, AEROTEK will charge a ten percent (10%) fee, as liquidated damages for Client's failure to notify AEROTEK that a prevailing wage applies, which will be calculated based on the total difference in the rate for all hours worked.

**15.9. AVIATION REGULATIONS:** Client represents that none of the services to be performed by any Contract Employee will be FAA-regulated as a "SAFETY-SENSITIVE FUNCTION". Client agrees to be solely responsible for making such determination(s), and Client agrees to indemnify AEROTEK and hold AEROTEK harmless for any claims, costs or damages which may result from the Client's breach of its obligations contained herein.

**15.10. HEALTH AND SAFETY:** Client shall provide a safe, clean work environment that complies with all applicable local, state and federal laws. Client agrees to train, certify, evaluate and orient all Contract Employees in all applicable safety (IIPP), hazardous communication (SDS information, etc.) ergonomic and operational instructions in the same manner as Client employees and as required by policy or by law, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. Client agrees to document Contract Employee site specific training, which documents the date and type of training conducted. The Client further agrees to promptly provide verification of site specific training upon Aerotek's request. Further, Client agrees to notify AEROTEK if any health and safety medical testing or medical surveillance will be required for Contract Employee. Client agrees to notify AEROTEK of any changes in occupational exposures that would require medical testing or medical surveillance. To the extent a Contract Employee is obligated to meet site-specific training requirements in order for Client to comply with applicable site-specific legal requirements, the Client shall provide the Contract Employee with all necessary training before placing the Contract Employee into the work environment and before allowing the Contract Employee to commence the specific assignment. Client shall provide and require all AEROTEK Contract Employees to wear all appropriate safety equipment. Client will notify AEROTEK immediately in the event of an accident or medical treatment of any Contract Employee, and will provide a completed supervisor's report of injury. AEROTEK may perform, if feasible, an inspection of the workplace to conduct its own hazard assessment or to ensure implementation of the Client's safety and health obligations. Client agrees to provide the necessary

and accurate information to complete this assessment. In the event of an accident or other incident involving a Contract Employee, AEROTEK shall have the right to conduct an onsite investigation. Client shall cooperate with AEROTEK in the conduct of its investigation. Client will be responsible for all OSHA recordkeeping responsibilities required by law in the performance and execution of the terms of this agreement. Client shall indemnify AEROTEK and hold it harmless against and from any claims made or brought as a result of Client's breach of its obligations contained in this paragraph.

**15.11. DATA SECURITY:** Client acknowledges and agrees that, in the course of its business relationship with AEROTEK, Client may receive or have access to Sensitive Personal Information of AEROTEK or its Contract Employees, including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, government-issued identification numbers, and other personal identifiers. Client agrees to keep and maintain all Sensitive Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure. In addition, Client agrees that it shall use and disclose Sensitive Personal Information solely and exclusively for the purposes for which the Sensitive Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement and not disclose such information to any person or entity without express written consent from AEROTEK.

**15.12. DATA SECURITY INCIDENT.** In the event a Data Security Incident occurs involving a Contract Employee assigned to Client under this Agreement, Client agrees to report the Data Security Incident to AEROTEK via the following link: <https://infosec.allegisgroup.com>. A Data Security Incident shall be defined to include any matter in which Client equipment is lost or stolen, any sensitive, proprietary or Client confidential information contained on the equipment is improperly transmitted or disclosed or other Data Security Incidents or issues that arise and are caused by Contract Employee(s).

**15.13. OTHER REQUIREMENTS:** Client acknowledges and agrees that it shall be responsible for notifying AEROTEK of any other industry-specific law or regulation applicable to the services provided by AEROTEK prior to any AEROTEK employee providing any services.

**15.14. ANNUAL INFLATION ADJUSTMENT:** Within the first sixty (60) days of every calendar year, AEROTEK reserves the right to adjust established bill rates with Client by up to 3% to cover specific direct cost increases. This bill rate adjustment will include any statutory, employee benefit, or Contract Employee compensation increases. AEROTEK will submit a revised Exhibit A reflecting the bill rate adjustment at the effective date of change to the Client for documentation purposes. If direct cost increases are greater than 3% then AEROTEK will secure a revised Exhibit A with Client documenting the new agreed upon rates. Any rate adjustment will be applicable on a go forward basis only.

**15.15. GOVERNING LAW:** The laws of the State of California shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

**15.16. SEVERABILITY:** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.



## Aerotek

**15.17. COUNTERPARTS:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

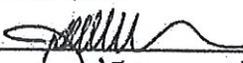
**15.18. HEADINGS:** The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

**15.19. BINDING EFFECT:** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person other than the parties any rights or remedies.

**15.20. AMENDMENTS AND MODIFICATIONS:** Except for modifications to Exhibit A pursuant to Section 2 herein, this Agreement may be amended, waived, changed, modified or discharged only by an agreement in writing signed by all of the parties.

**15.21. ENTIRE AGREEMENT:** This Agreement and Exhibit A hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

### AEROTEK, INC.

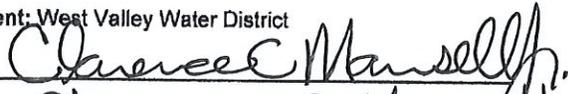
By:  \_\_\_\_\_

Name: John Flores

Title: Senior Account Executive

Date: 12-13-18

Client: West Valley Water District

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

Name: Clarence C. Mansell, Jr.

Title: General Manager

Date: 12-13-18



**EXHIBIT A**

Pursuant to the terms and conditions of the Services Agreement ("Agreement") dated November 19, 2018 by and between AEROTEK, Inc. ("AEROTEK") and West Valley Water District ("Client"), Client agrees to reimburse AEROTEK in full at the following approved rates:

**Contract Employee Information**

Division	EE	EE
Client Job Title/Contractor Name	Water Service Technician	Water Service Technician (PAYROLL)
Aerotek Job Title		
Temp to Hire Duration ( Section 11.1)	720 hours	160 hours
Guarantee Period (Section 12.2)		

**Standard Billing Rates**

Straight Time Billing Rate	67%	58%
Overtime Billing Rate	*1.5	* 1.5
Double Time Billing Rate	*2.0	*2.0

**Additional Billing Rates**

Sick Pay Rate (\$)*	15% of direct hourly pay rate	15% of direct labor pay rate
Drug Screening Rate (\$)*	\$50	\$50
Background Check Rate (\$)*	\$50	\$50

**AGRED AND ACCEPTED:**

Client : West Valley Water District

By: Clarence Mansell 12/13/18  
(Signature)

Clarence Mansell - President  
Crystal Escaderra - Board Secretary  
Robert Tafoya - General Counsel  
(Name/Title)

December 13, 2018  
(Date)

AEROTEK, INC.

By: [Signature]  
(Signature)

John Flores/Account Manager

(Name/Title)

December 13, 2018  
(Date)



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** AUTHORIZATION TO APPROVE CHANGE ORDER FOR THE WELL 8A REHABILITATION PROJECT

---

**BACKGROUND:**

At the March 9, 2019 Mid-Year Budget Workshop and Water Reliability Workshop, District staff reported on the status of the system and pointed out a potential for not having adequate water supply to meet the higher water demand this summer. On April 6, 2019, the Board of Directors awarded a contract to Tri County Pump Company (TCP) for Phase I Assessment of Well Condition. The scope of work consists of removing Well 8A pump and motor, transporting to TCP for disassembly and inspection, performing video log, brushing and bailing casing, and performing pump capacity test. Phase I Assessment is now complete and there is a need to replace four worn-out columns and lower the pump inlet to 100 feet below the pumping water levels to draw water in from deeper water levels.

**DISCUSSION:**

Tri County Pump Company has submitted Change Order to cover the cost for the additional work. A copy of the Change Order is attached as **Exhibit A**. The cost for Phase I Assessment is \$51,461.71. The total project cost for Phase I and Phase II is estimated to be \$143,000.00.

**FISCAL IMPACT:**

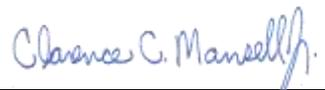
This item is included in the Fiscal Year 2018/19 Capital Budget and will be funded from project numbers W19034 titled “Lower Well 8A to Meet Summer Demand (Emergency Need)” with a budget of \$150,000.00.

The District has not put this item out for bid because this is an emergency project.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve Change Order for Well 8A Rehabilitation project in the amount of not to exceed \$150,000.00.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

CM;jc

**ATTACHMENT(S):**

1. Exhibit A - Tri County Pump Company Change Order (Phase II Well 8A Rehabilitation)
2. Exhibit B - Initial Task Order (Phase I Well 8A Assessment)

# EXHIBIT A

WEST VALLEY WATER DISTRICT

CHANGE ORDER

Order No. 1  
Date 6/4/2019  
Agreement Date 5/24/2019  
Sheet 1 of 2

Owner: West Valley Water District

Project: Well 8A Rehabilitation

Contractor: Tri County Pump Company

The following changes are hereby made to the Contract Documents:

Phase II of Well 8A Rehabilitation - The bowl assembly needs to be replaced due to new desired pumping conditions. Four of the column and all tubing and shafting need to be replaced due to pitting and wear. Five column, tube and shaft assemblies will be added to set pump at 600 feet. Clean all equipment, remove tube and shaft from column and reinstall new, assemble bowl and head. Sandblast and paint head and suction pipe.

JUSTIFICATION:

On April 6, 2019, the Board of Directors awarded a contract to Tri County Pump Company to perform Phase I Assessment. Phase I Assessment is now complete. Phase II includes replacing the four column due to pitting and wear overtime and lowering the pump inlet to 100 feet below the pumping water levels to draw water in from deeper water levels.





June 3, 2019

West Valley Water District  
855 W. Base Line  
Rialto, CA 92377

Quote Number: 060319-1DS

Attention: Mr. Rudy Olguin

Subject: Well 8A

We have disassembled, inspected and documented the subject pump. The bowl assembly needs to be replaced due to new desired pumping conditions. Four of the column and all tubing and shafting need to be replaced due to pitting and wear. Five column, tube and shaft assemblies will be added to set pump at 600'. The following is our estimate to replace and repair pump equipment as needed.

Estimated Field Labor:

Travel to and from jobsite; Install pump and perform start up.	\$16,800.00
--	-------------

Estimated Shop Labor:

Clean all equipment, remove tube and shaft from column and reinstall new, assemble bowl and head.	\$3,500.00
Sandblast and paint head and suction pipe.	\$1,200.00

Estimated Materials:

1 - 14RHMC 6 stage Bowl Designed for 2500GPM@480TDH	\$15,400.00
9 - 12" x 20" T&C Butt Column Pipe	\$11,340.00
1 - 12" x 10' T&C Butt Column Pipe	\$690.00
29 - 1-15/16" X 3" x 20' Tube & Shaft	\$26,100.00
1 - 1-15/16" x 3" x 10' Tube & Shaft	\$490.00
2 - 1-15/16"3" x 5' Tube & Shaft	\$610.00
1 - 3" x 10-1/4" Stretch Tube	\$250.00
3 - Line Shaft Couplings	\$135.00
12 - 12" x 3" Spiders	\$252.00
1 - 1-15/16" x 133-5/8" Head Shaft	\$1,420.00
600' - 1/4" SS Airline	\$1,525.00
1 - Rebuilt 1-15/16" Stretch Assembly	\$450.00
1 Lot; Miscellaneous Shop Supplies ( Bolts, Paint, Gaskets, Oil, Coating, Electrical Connection, Etc.)	\$3,262.00
1 Lot; Estimated Incoming Freight	\$500.00

Estimated Labor	\$21,500.00
Estimated Material	\$62,424.00
Estimated Tax @ 7.75%	\$4,837.86
Total Estimate	\$88,761.86

We appreciate this opportunity to be of service and look forward to working with you. We trust that this estimate will suffice for your needs, and should any additional information be required, please do not hesitate to contact us.



This estimate is valid for thirty (30) days from the above date, and subject to review thereafter.

Sincerely,

Dennis Skinner

Use PO # \_\_\_\_\_ Signed \_\_\_\_\_ Date: \_\_\_\_\_

Please fax this authorization to 909 888-3653 or email [dennis@tricountypump.net](mailto:dennis@tricountypump.net)



# EXHIBIT B

**TASK ORDER NO. 1**

This Task Order ("Task Order") is executed this 3<sup>rd</sup> day of April, 2019 by and between West Valley Water District, a public agency of the State of California ("District") and Tri County Pump Company ("Consultant").

**RECITALS**

- A. On or about April 3<sup>rd</sup>, 2019 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**DISTRICT:**

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

Clarence C Mansell Jr.  
Clarence C. Mansell Jr., General Manager

Crystal L. Escalera  
Crystal L. Escalera, Board Secretary

**CONSULTANT:**

Tri County Pump Company

By [Signature]  
Name Dennis Skinner  
Its \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT "1"**  
**TO**  
**TASK ORDER NO. 1**

**SCOPE OF SERVICES**

**Phase I Assessment of Well Condition Activities:**

1. Pull the existing well pump from Well #8A, load and transport to TCP for inspection.
2. Tear down pump, inspect and provide a written report.
3. Brush and bail well.
4. Video log well.
5. Furnish, install and remove test pump.
6. Test pump well.
7. Re-video.
8. Miscellaneous related activities as directed by the General Manager.

Incorporated into this contract are all "Contact Documents" Sections 2.5, 2.6, 2.7, 2.8 and 2.9.

EXHIBIT "2"  
TO  
TASK ORDER NO. 1

**COMPENSATION**

Phase I – Not to exceed \$70,000.00.



**TRI COUNTY PUMP COMPANY**  
**WATERWELL AND PUMP SERVICE**  
 241 SOUTH ARROWHEAD - SAN BERNARDINO, CA 92408  
 PHONE 909-888-7706 - FAX 909-888-3653  
 LICENSE # 744742

March 28, 2019

West Valley Water District  
 855 W. Base Line  
 Rialto, CA 92377

Quote Number: 032819-IDS

Attention: Mr. John Martin

Subject: Well 8A

In Response to your request for quotation, Tri County Pump Company is pleased to offer the following for your consideration. Please bear in mind that prior to removing, disassembly and inspection, it is impossible to give you a firm price quotation. An exact price quotation will be provided once the pump is pulled, disassembled and inspected. The following estimate is for removing Well 8A pump and motor, transporting to TCP for disassembly and inspection. Perform video log, brush and bail casing and re-video. Install test pump and test to determine well yield, remove test pump.

**Estimated Field Labor:**

Travel to and from jobsite; remove pump equipment.	\$6,720.00
1 - Video Log	\$1,000.00
Travel to and from jobsite; brush 570' of perms and bail to 1100'	\$9,760.00
1 - Re-Video Log	\$1,000.00
Travel to and from jobsite; Supply, install and remove test pump	\$20,160.00
Travel to and from jobsite; Test pump Well at 2,500GPM @ 450TDH to determine yield	\$5,560.00

**Estimated Shop Labor:**

Disassemble, Inspect, Document and Advise	\$1,000.00
Prep and load test pump equipment	\$3,000.00
Performance and Payment Bonds.	\$1,500.00

**Estimated Material:**

Wire Brush Rental	\$735.00
Roll Off Rental	\$900.00

Estimated Labor	\$49,700.00
Estimated Material	\$1,635.00
Estimated Tax @ 7.75%	\$126.71
Total Estimate	\$51,461.71

We appreciate this opportunity to be of service and look forward to working with you. We trust that this estimate will suffice for your needs, and should any additional information be required, please do not hesitate to contact us.



This estimate is valid for thirty (30) days from the above date, and subject to review thereafter.

Sincerely,



Dennis Skinner

Use PO # \_\_\_\_\_ Signed \_\_\_\_\_ Date: \_\_\_\_\_

Please fax this authorization to 909 888-3653 or email [dennis@tricountypump.net](mailto:dennis@tricountypump.net)



**TRI COUNTY PUMP COMPANY**

**WATERWELL AND PUMP SERVICE**

241 SOUTH ARROWHEAD - SAN BERNARDINO, CA 92408  
PHONE 909-888-7706 - FAX 909-888-3653  
LICENSE # 744742



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** June 7, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONTINUED REVIEW OF PROPOSED FISCAL YEAR 2019-20 BUDGET

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**BACKGROUND:**

Staff has completed a review of the Operating and Capital needs of the District in order to recommend a budgetary plan for FY 2019-20. A summary of material recommendations for changes are discussed below.

**DISCUSSION:**

**SALARIES:** In the mid-year budget approval staff was instructed to address unmet Maintenance and Operations needs and additional Capital requests during the FY 2019-20 budgeting process. Therefore, staff seeks approval to add one (1) Electrical and Instrumentation Specialist, one (1) Electrical and Instrumentation Technician, one (1) Water Systems Operator – Water Quality, four (4) Water Systems Operator – Maintenance and one (1) Associate Engineer with P/E. The excess funding that was created in the Operating Budget by moving the Engineering salaries and expenses is proposed to be used for the seven (7) new positions required by Operations to meet urgent and non-deferrable water system maintenance requirements.

**EXPENSES:** New CIP projects and existing projects that require additional funding are submitted for review. The Capital Budget will be adjusted based on review and discussion by the Board.

**FISCAL IMPACT:**

The Proposed FY 2019-20 Operating Expenses are proposed at \$26,388,158 versus the FY 2018-19 Amended Budget of \$26,795,122. The Proposed FY 2019-20 Operating Revenues are anticipated to be \$27,637,474 vs. FY 2018-19 Amended Budget of \$28,711,090.

**STAFF RECOMMENDATION:**

Review Proposed FY 2019-20, make recommendations and move forward to adopt at the June 20, 2019 Board meeting.

Respectfully Submitted,

*Clarence C. Mansell Jr.*

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Clarence Mansell Jr, General Manager

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