



**WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804
WWW.WVWD.ORG**

**ENGINEERING, OPERATIONS AND PLANNING ADJOURNED COMMITTEE MEETING
AGENDA**

Wednesday, January 29, 2025, 6:00 PM

NOTICE IS HEREBY GIVEN that West Valley Water District has called a meeting of the Engineering, Operations and Planning Committee to meet in the Administrative Conference Room, 855 W. Base Line Road, Rialto, CA 92376.

BOARD OF DIRECTORS

**President Gregory Young
Director Estevan Bennett**

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

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 Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

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

DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee
2. October 24, 2024 and November 19, 2024 Meeting Minutes
3. 2025 Supervisory Control and Data Acquisition Master Plan
4. Oliver P. Roemer Water Treatment Plant Filter Media Replacement and Coating Project
5. Precast Concrete Chemical Buildings
6. Adopt Resolution Designating Authorized Agents of West Valley Water District for the California Governor's Office of Emergency Services
7. Water Supply Assessment for Locust Gateway Logistics Center
8. Water System Infrastructure Installation and Conveyance Agreement with LIT BLV CA Pepper Avenue Owner LP for Rialto Distribution Center 1
9. Change Order 7 for the Roemer Upgrade and Expansion Project

ADJOURN

Please Note:

Material related to an item on this Agenda submitted to the Committee 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 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 the Board Secretary, Elvia Dominguez, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Dominguez may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

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 January 27, 2025.

Elvia Dominguez

Elvia Dominguez, Board Secretary

Date Posted: January 27 2025

MINUTES
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
MEETING

of the
WEST VALLEY WATER DISTRICT

October 24, 2024

I. CALL TO ORDER

Chair Young called the Engineering, Operations and Planning Committee meeting of the West Valley Water District to order at 6:00 p.m.

Attendee Name	Present	Absent	Late	Arrived
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. PUBLIC PARTICIPATION

Chair Young inquired if anyone from the public would like to speak. No requests were received, therefore Chair Young closed the public comment period.

III. DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee.

None.

2. Purchase a New 2024 Caterpillar Backhoe Loader.

Director of Operations Chan presented the report. Staff was directed to present the item at the November 14, 2024 Board Meeting for approval.

RESULT: REFERRED TO BOARD

Next: 11/14/2024 6:00 PM

WVWD

Minutes: 9/26/24

3. Consider a Water System Infrastructure Installation and Conveyance Agreement with Fontana Sierra Industrial, LLC for San Bernardino Gateway Business Park / APN: 0239-151-09 and 0239-151-38.

Director of Engineering Welborn presented the report. Staff was directed to present the item at the November 14, 2024 Board Meeting for approval.

RESULT: REFERRED TO BOARD

Next: 11/14/2024 6:00 PM

4. Approve Task Order with Michael Baker International, Inc for Design of Pump Station 7-2.

Director of Engineering Welborn presented the report. Staff was directed to present the item at the November 14, 2024 Board Meeting for approval.

RESULT: REFERRED TO BOARD

Next: 11/14/2024 6:00 PM

5. Change Order No. 6 with PCL Construction, Inc for the Oliver P. Roemer Water Filtration Facility upgrade and Expansion Project.

Director of Engineering Welborn presented the report. In response to Director Garcia's questions, Assistant General Manager Jadeski clarified that the change order amount would not be part of the project financing with SRF. Staff was directed to present the item at the November 14, 2024 Board Meeting for approval.

RESULT: REFERRED TO BOARD

Next: 11/14/2024 6:00 PM

6. Consider a Professional Services Agreement with Stantec Consulting Services, Inc. for Master Planning Services for the Water Master Plan Update.

Director of Engineering Welborn presented the report. In response to Director Garcia's question, Director of Engineering Welborn reviewed the timeline for activities that will be included in the upcoming Water Rate Study. Staff was directed to present the item at the November 14, 2024 Board Meeting for approval.

RESULT: REFERRED TO BOARD

Next: 11/14/2024 6:00 PM

IV. ADJOURN

Chair Young adjourned the meeting at 5:53 p.m.

ATTEST:

Elvia Dominguez, Board Secretary

WVWD

Minutes: 9/26/24

**MINUTES
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
MEETING**

**of the
WEST VALLEY WATER DISTRICT
November 19, 2024**

I. CALL TO ORDER

Chair Young called the Engineering, Operations and Planning Committee meeting of the West Valley Water District to order at 6:03 p.m.

Attendee Name	Present	Absent	Late	Arrived
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. PUBLIC PARTICIPATION

Chair Young inquired if anyone from the public would like to speak. No requests were received, therefore Chair Young closed the public comment period.

III. DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee.

Director of Operations Chan provided an update on the recent delivery of a new heavy duty service vehicle for the Operations department, and reported that staff has been looking into zero emission vehicles, participated in a Zero Emissions Vehicle Demonstration, and has identified a number of potential grant opportunities. Additionally, an update was provided on the Cross-Connection Control Program for which there is only one commercial customer out of compliance facing shut-off and staff continues to reach out to them to provide assistance. President Young requested to be informed if a shut-off notice is issues to customers in his District.

Director of Engineering Welborn provided an update on recruitments for Water Conservation Analyst, Senior Engineer, and GIS Intern, and reported that the kick-off meeting for the Headquarters Facilities Master Plan was held and assessment and planning efforts are in progress.

2. September 26, 2024 Committee Meeting Minutes

The Committee approved the minutes.

IV. ADJOURN

Chair Young adjourned the meeting at 6:28 p.m.

ATTEST:

Elvia Dominguez, Board Secretary

WVWD

Minutes: 11/19/24



STAFF REPORT

DATE: January 23, 2025
TO: Engineering, Operations and Planning Committee
FROM: Joanne Chan, Director of Operations
SUBJECT: 2025 Supervisory Control and Data Acquisition Master Plan

MEETING HISTORY:

N/A

BACKGROUND:

The Supervisory Control and Data Acquisition (SCADA) system is the software and hardware used to control the West Valley Water District's (District) system. The District's system is comprised of intricate networks of pipes, treatment plants, groundwater wells, blending systems, pumps and booster pump stations, reservoirs, and pressure-reducing systems that control the flow of water. These systems must be monitored on a 24-hour per day basis to ensure public health and environmental protection. The SCADA system includes automated controls and remote access for District staff to control remote equipment and sensors from central location or remotely, monitor remote equipment and sensors, and utilize data historian.

SCADA systems have evolved in parallel with the growth and sophistication of modern computing technology and the District's SCADA system requires substantial updating. The current SCADA system was installed in 1988, a vendor (Tesco) controlled, proprietary platform. The current generation of SCADA is closely related to that of our current system, with the primary difference being that of an open system architecture. This allows the use of off-the-shelf systems and open systems are generally considered more cost effective than proprietary systems. Additionally, the current SCADA system lacks the modern functionality needed to efficiently and effectively operate the system, gather data needed for decision making, and address vulnerabilities that may threaten the security and reliability of the system.

A SCADA master plan is the first step for upgrade. It identifies the current state of the installed system, defines the requirements for the desired future state, and outlines the steps and costs to achieve those requirements.

DISCUSSION:

On November 7, 2024, a Request for Proposals (RFP) was issued and publicly advertised on PlanetBids. The RFP included evaluation of existing Industrial Control System (ICS), gap analysis, selection of SCADA system platform, ICS cybersecurity system architecture design, wireless backhaul communication system, and project summary and estimates for long and short-term planning. Two (2) firms – W.M. Lyles Co. and Tetra Tech – submitted proposals. The two proposals were as follows:

W.M. Lyles Co.	Tetra Tech
\$737,100.00	\$863,568.20

Based on technical qualifications, overall evaluation, and results, W.M. Lyles' proposal provides the best value for the District's needs for the SCADA master plan. Attached as **Exhibit A** is the proposal. This SCADA master plan project has been selected by the California Governor's Office of Emergency Services (Cal OES) for the FY2024 State and Local Cybersecurity Grant Program and the District anticipates to be awarded \$250,000.00. Furthermore, District staff has started negotiations with W.M. Lyles to enhance the proposed scope of work and fees. Final costs would be presented to the Committee.

FISCAL IMPACT:

This item is included within the Fiscal Year 2024/25 Capital Budget and will be funded from project no. W25021 titled "SCADA Replacement" which has an overall budget of \$1,000,000.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to approve an agreement with W.M. Lyles in the amount not to exceed \$737,100.00 for the 2025 SCADA Master Plan.

Attachments

[Exhibit A - Proposal.pdf](#)

EXHIBIT A



Supervisory Control and Data Acquisition, Instrumentation, and Control System Master Plan

Prepared By:

W. M. Lyles Co.
System Integration Division
9332 Tech Center Drive,
Suite 200/300
Sacramento, CA 95826

Point of Contact:

Mike Steuteville,
System Integration Business
Development
(916) 886-0738
Mike.Steuteville@WMLylesCo.com

Prepared For:

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

Submission Date:

December 9th, 2024

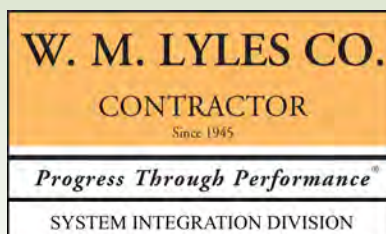


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1.

EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

As the West Valley Water District (“District”) seeks to transition its proprietary Industrial Control System (ICS) into a secure, flexible, and future-ready environment, the need for a comprehensive SCADA Master Plan (SMP) has never been more pressing. Modernizing the current infrastructure, will ensure reliable service for over 98,000 customers, protect critical water resources, enhance cybersecurity, and support long-term organizational growth. Our proposal addresses these challenges directly, guiding the District towards an adaptive, vendor-neutral ICS that aligns with best practices and industry standards like the NIST Cybersecurity Framework.

Our solution maximizes the District’s investment by streamlining the process of data collection, stakeholder engagement, system assessments, and technology evaluations. We will deliver a clear, step-by-step roadmap for implementing a resilient SCADA platform supported by updated instrumentation, wireless communication capabilities, and robust cybersecurity measures. This integrated approach ensures that the District’s operational, security, and regulatory requirements are met without unnecessary engineering efforts or delays—allowing critical improvements to be realized more swiftly, within a one-year target, and with meaningful short- and long-term project recommendations.

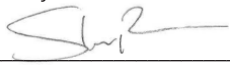
The team assembled by W. M. Lyles Co., System Integration Division (WML-SID), along with Jego Systems (JEGO) and Applied Technologies Group Inc. (ATG), brings decades of collective experience in SCADA modernization, industrial networking, cybersecurity architecture, and wireless communications. We have a proven track record of working collaboratively with utilities like yours, delivering results that exceed expectations in both technical performance and stakeholder satisfaction. By leveraging our combined expertise, rigorous project management methodologies, and a framework of continuous engagement through workshops, site visits, and iterative reviews, we ensure that every phase of the master plan is informed by the District’s priorities and aligned with its strategic vision.

Our comprehensive approach begins by gathering and validating critical records, drawings, and documentation (Task 1 and Task 2), establishing a “single source of truth” for all ICS-related information. We then initiate a robust exchange of ideas through a kickoff meeting and needs analysis workshops (Tasks 3 and 4), ensuring that we fully understand the District’s current state, core requirements, and operational goals. Following this, we conduct detailed assessments—evaluating existing ICS assets, identifying infrastructure gaps, and selecting appropriate SCADA platform solutions (Tasks 5 through 7). Concurrently, we address key objectives such as improving cybersecurity defenses (Task 8), upgrading wireless communications backhaul infrastructure (Task 9), and defining actionable, prioritized projects that foster quick wins and sustainable growth (Task 10).

Ultimately, these efforts culminate in a final SCADA Master Plan (Task 11), which presents a cohesive, forward-looking blueprint for the District’s ICS evolution. The SMP includes not only architecture recommendations, asset inventories, and cybersecurity frameworks but also proposed policies, procedures, disaster recovery plans, and detailed project outlines. With this master plan in hand, the District is empowered to confidently decide which projects require comprehensive plans and specifications, and which can be swiftly implemented through professional service RFPs—thus reducing unnecessary costs and accelerating modernization.

In short, our team’s comprehensive, data-driven, and stakeholder-focused approach results in a tailored SCADA Master Plan that ensures the District can modernize its ICS infrastructure efficiently, securely, and sustainably. We look forward to collaborating with the District to achieve its immediate goals and establish a strategic foundation for long-term resilience and innovation.

Sincerely,

By:  _____

Shain Thomas, Vice President
9332 Tech Center Drive, Suite 200 & 300
Sacramento, CA 95826
(916) 663-8801
Shain.Thomas@WMLylesCo.com

2.

PROPOSING FIRM'S PROFILE



PROPOSING FIRM'S PROFILE

CONTACT INFORMATION

W. M. Lyles Co. - System Integration Division

9332 Tech Center Drive, Suite 300
 Sacramento, CA 95826
 Telephone (916) 644-9500
 Contractor's License No. 422390
 DIR No. 1000001448
 Contact: Shain Thomas, Vice President

JEGO Systems

1780 Vernon Street, Suite 3,
 Roseville, CA, 95678
 916-905-4042

ORGANIZATIONAL STRUCTURE

W. M. Lyles Co.'s System Integration Division operates as a corporation, providing specialized integration services in the water and wastewater industry since 1945.

COMPANY HISTORY AND CAPABILITIES

The W. M. Lyles Co. Systems Integration Division (WML_SID) has established itself as a leader in SCADA system integration, particularly in California's water and wastewater utilities sector. Our portfolio includes successful projects with major utilities including the City of Sacramento Department of Utilities, City of Stockton Municipal Utilities Department, and East Bay Municipal Utility District.

Our permanent staff collectively brings over 350 years of industry experience, with team members holding specialized accreditations in Allen-Bradley and TESCO platforms. The team demonstrates extensive expertise ranging from MicroLogix to Studio5000 systems and TESCO platforms including Liq4 and L1000G.

The Division's financial stability and capacity are evidenced by our comprehensive service offerings and infrastructure. We maintain a robust equipment supply chain, delivering everything from switchboards and motor control centers to complete SCADA network systems. Our operational capacity spans multiple service areas including:

- Electrical and I&C engineering
- Project management
- PLC and SCADA programming
- Network and telemetry services
- Start-up, commissioning, and training

We further extend our capacity through design-build and alternative delivery methods, including joint ventures, though specific subcontractor information is not detailed in our current documentation.

W. M. Lyles Co. System Integration Division

FINANCIAL STABILITY AND CAPACITY

The WML-SID demonstrates strong financial stability through:

- Successful completion of major SCADA projects for prominent utilities including:
 - City of Sacramento Department of Utilities
 - City of Stockton Municipal Utilities Department
 - East Bay Municipal Utility District
- Comprehensive service capabilities spanning from project conception through implementation
- Extensive equipment supply chain and resources

LITIGATION HISTORY

In the interest of full disclosure, the following litigation matters from the past five years are noted:

1. City of Fresno v. W. M. Lyles Co. and Carollo Engineers
 - Case No. 21CECG03426
 - Superior Court County of Fresno
 - Date of Claim: 11/18/2021
 - Project Name: Southeast Surface Water Treatment Facility- Bid File No. 3369-Phase Two
 - Status: Pending
 - Summary: The City alleges two separate incidents of exposure to hazardous levels of ozone as a result of improper design and installation of the ozone injection system. The status of this case is currently pending. W. M. Lyles Co.'s scope did not include design.
2. W. M. Lyles Co. vs. Inland Empire Utilities Agency
 - Case No. CIV SB 2223961
 - Superior Court of San Bernadino
 - Date of Filing of Claim: 10/20/2022
 - Project Name: IEUA RP-5 project
 - Status: Pending
 - Summary: This is a Complaint for Breach of Contract that has been filed on behalf of our subcontractor, Pacific Steel Group (PSG) in the County of San Bernardino Superior Court of the State of California. W. M. Lyles Co. entered into a subcontract with PSG on August 11, 2020, for the supply and installation of reinforcing steel on the IEUA RP-5 project. Thereafter, PSG encountered material shortages and requested a time extension. WML made the request on behalf of PSG to IEUA as required by the Subcontract. IEUA denied the request. PSG was

PROPOSING FIRM'S PROFILE

required to purchase the steel at a price higher than anticipated leading to a claim for compensation by PSG. WML advanced this claim to IEUA on behalf of PSG and IEUA denied the claim. Subsequently, WML complied with the contractual requirements to advance the claim including a meet and confer and mediation. After exhausting administrative remedies of giving a Notice of Claim and receiving a rejection of said claim, suit has been filed.

Note: None of the current claims, if ruled against the company, would impact our financial position or ability to fulfill contractual obligations.

SUPPLEMENTAL INFORMATION

Our division offers comprehensive services including:

- Project scope development and value engineering
- Electrical and I&C engineering
- Project management
- Equipment and instrumentation supply
- PLC and SCADA programming
- Network and telemetry services
- Start-up, commissioning, and training

Additionally, we provide specialized services such as design-build capabilities and alternative delivery methods, demonstrating our flexibility in meeting diverse client needs.

1.1.1 JEGO COMPANY PROFILE

JEGO Systems was founded in 2015 to meet the engineering, integration, and security demands of process control system operators in the water, wastewater, and power sectors. Under the leadership of CEO Web Jessup, the company has been dedicated to assisting both large and small end-users in fortifying their systems through comprehensive Cybersecurity assessment and planning services. JEGO has also engineered some of the most extensive SCADA systems for water and wastewater management, employing a secure-by-design methodology that incorporates industry best practices to shape the architecture and software integration strategies. Headquartered in Roseville, California, JEGO Systems serves clients across the nation in the water and wastewater industries, as well as in the power and private sectors. Our primary office is situated at 1780 Vernon Street, Suite 3, Roseville, CA, 95678, and you can reach us at 916-905-4042.

Alongside Web Jessup, the executive leadership team at JEGO features Stephen Goldsworth, who possesses over 20 years of experience in the design and integration of SCADA systems. Stephen is also recognized for his proficiency in Cybersecurity,

holding certifications as an IEC/ISA 62443 Certified Cybersecurity Expert and a Certified Information Systems Security Professional (CISSP). JEGO addresses security challenges for both new and existing systems, regardless of their scale. The team comprises a dedicated group of five automation engineers, under the guidance of CTO Stephen Goldsworth, who specialize in SCADA development, PLC programming, data integration, Cybersecurity, and network architecture.

JEGO has successfully executed a variety of projects focused on Cybersecurity, encompassing detailed evaluations and strategic enhancement plans. We have efficiently applied the recommendations resulting from these efforts for clients in the water, wastewater, and power industries. At JEGO, we emphasize the operational and functional needs of industrial control systems (ICS) while also considering the secure data exchanges typically necessary in hybrid IT/OT environments. This in-depth comprehension enables us to recognize and implement customized security solutions that align with the objectives of the organization.

At the forefront of our Cybersecurity initiatives is Stephen Goldsworth, a Certified Information System Security Professional (CISSP) and a certified ISA/IEC 62443 Cybersecurity Expert. He will be leading the charge in this critical area. Assisting him will be Web Jessup, JEGO's Chief Systems Architect, who brings his expertise in modern SCADA, PLC, and network security within Industrial Control Systems (ICS) environments. Michael Goldsworth, our data analyst, will also play a vital role by analyzing existing systems, working closely with stakeholders to build a robust framework, conducting assessments, and formulating actionable recommendations based on our findings. Together, our team is dedicated to collaborating with end-user stakeholders in the municipal and utility sectors, especially in water and wastewater management, to safeguard this essential infrastructure in line with the latest Cybersecurity standards and best practices for ICS environments.

3.

EXPERIENCE AND REFERENCES



EXPERIENCE AND REFERENCES

The West Valley Water District’s SCADA, Instrumentation, and Control System Master Plan represents a critical infrastructure modernization initiative, focusing on upgrading the facility’s PLC system. With nearly eight decades of operational excellence since our founding in 1945, WML-SID brings unmatched expertise and stability to this vital project.

Our comprehensive approach encompasses:

- System analysis and needs assessment
- Custom PLC configuration design and engineering
- Hardware and software procurement
- Installation and testing protocols
- Staff training and documentation

Project Leadership & Resources:

- Project Director: Kevin Ford, bringing 19 years of specialized PLC upgrade experience
- Full technical team deployment with proven expertise (detailed qualifications provided in accompanying table)
- Dedicated resource allocation ensuring consistent project staffing

Our company’s strong foundation—evidenced by continuous operation under our original California registration since 1945 and open-book process—underlies our commitment to excellence. This financial stability, combined with our technical expertise, positions us uniquely to partner with the District in achieving its modernization goals.

We emphasize close collaboration with District personnel, maintaining transparent communication throughout the project lifecycle. Our track record of successful system integration projects, backed by decades of sustained market leadership in construction and engineering services, ensures reliable project delivery—on time, within budget, and to the highest quality standards.

Roseville SCADA System Replacement, Roseville, CA	
Owner Agency & Representative	City of Roseville Dpt. Of Environmental Utilities Charles Aycock, EIM Systems Coordinator (Retired) 916.768.6559, charles@muniauto.onmicrosoft.com
Associated Team Members	Michael Prosser, Josh Choe
Hardware/Software Integrated	Hardware: Momentum, M580, Magelis. Software: Control Expert, Proworx, Vijeo Designer, System Platform
Scope of Work	Designed and provided implementation services in replacing the City’s aging DYNAC system with GE Intelligent Platforms’ (GEIP) iFIX and Proficy Historian software. Developed pre-design to transform system into a comprehensive 100% architecture and established SCADA standards. Additionally, the conversion of the DYNAC database was automated to the new iFIX database, eliminating the need for manual conversion. Over 20,000 database points—used for status, function logic, and alarm definitions—were migrated from the DCS to the new SCADA system. Throughout system construction, migration, and field testing, the city retained full operational control, ensuring a seamless transition. In addition to local monitoring and control of their respective facilities, the new SCADA system enables remote monitoring and control of water distribution, recycled water, wastewater collection, and stormwater facilities through multiple communication methods. The SCADA system interfaces with various PLC types, including Modicon, Allen-Bradley, and Symax, at plants and remote sites. Coordinated and hosted a Department of Homeland Security (DHS) audit to evaluate physical security, cybersecurity (CSET facilitated), design architecture (DAR), and to conduct Network Architecture Verification and Validation (NAVV). The system architecture provides business users with unprecedented access to operational history while maintaining robust security measures.

REFERENCE PROJECTS

Potable Water SCADA System Replacement, City of Hobbs, NM	
Owner Agency & Representative	City of Hobbs, NM Peter Zacharias, Utilities Systems 575.318.3748, pzacharias@hobbsnm.org
Associated Team Members	Michael Prosser, Josh Choe
Hardware/Software Integrated	Siemens WinCC OA, VFDs
Scope of Work	Design, program and integrated the new Siemens WinCC OA central SCADA solution for the potable water system. Key system enhancements included the virtualization of the core SCADA infrastructure, mobility solutions for operations and technical staff, seamless future expansion capabilities, and easily accessible, comprehensive system documentation. Major components of the system included redundant SCADA server host machines, a process historian, multiple connected client nodes, peripheral devices, and a centrally managed network and wireless communication infrastructure. This setup ensures wide-area network (WAN) connectivity to 43 new, remotely located facilities. Oversaw the remote site upgrades, which included the installation of radio telemetry and 34 new variable frequency drives (VFDs), supported by a new wireless RF network operating in the 4.9 GHz licensed frequency band. The newly designed communications network infrastructure significantly enhanced performance, reliability, security, and longevity.

Potable Water SCADA and Telemetry System Upgrade, City of Lincoln, CA	
Owner Agency & Representative	City of Lincoln, CA Chuck Poole, WTP Operations; 916.434.2459, cpoole@ci.lincoln.ca.us
Associated Team Members	Michael Prosser
Scope of Work	A two-phase project to replace the City's aging potable water SCADA and radio telemetry systems, modernized the existing process control system and separate the new water SCADA system from the existing wastewater SCADA system. The new system integrated remote telemetry units (RTUs) that communicate with three water storage tanks, the Twelve Bridges Booster Pump Station, five well sites, 10 pressure reducing valves (PRVs), and a major pipeline connection. Key enhancements included the virtualization of the core SCADA system infrastructure, improved system visibility, and enhanced operational mobility for both operations and technical staff. The system was designed with seamless future expansion capabilities, increased reliability, and optimized communications. Additionally, the radio system was optimized for real-time data, PLC programming continuity was maintained, and comprehensive system documentation was made easily accessible. Drove significant cost savings by collaborating with City staff to optimize operations, coordinate water uses and irrigation needs, and bridge operational functions with technology, ensuring the system's long-term sustainability and performance.

REFERENCE PROJECTS

SCADA and PCS Assessment & Design-Build Implementation, City of Brentwood, CA	
Owner Agency & Representative	City of Brentwood, CA Casey Wichert, Wastewater Operations Manager; 925.516.6060, cwichert@brentwoodca.gov
Associated Team Members	Michael Prosser
Hardware/Software Integrated	Process Control System
Scope of Work	Team collaborated with the City's engineering, operations, technical support, and management teams to conduct a comprehensive assessment of the Process Control System (PCS). Workshops and interviews with key City staff were implemented to document the system configuration, perform field investigations, and gather data to inventory the Brentwood PCS and communication equipment assets for wells, pump stations, water storage reservoirs, the surface water treatment facility, and the wastewater treatment plant. Before implementation, a Technical Memorandum was delivered detailing the system's current state and prioritized upgrade recommendations, complete with cost estimates and schedules. The final direction of the system was shaped through a highly collaborative process with City staff, ensuring their active involvement throughout the decision-making process.

JEGO SYSTEMS PROJECT REFERENCES

Cybersecurity Assessment and Remediation Plan (2023-2024)

Customer: Nipomo Community Services District (NCSD)

Schedule: May 2023 – February 2024

Budget: \$100K

Cybersecurity Assessment and SCADA Infrastructure Design (2022-2023)

Customer: City of Watsonville

Schedule: June 2022 – August 2023

Budget: \$185K

SCADA Replacement Project Cybersecurity Plan (2021-2022)

Customer: Alameda County Water District (ACWD)

Schedule: January 2021 – December 2022

Budget: \$225K

1.1 CYBERSECURITY ASSESSMENT AND REMEDIATION PLAN (2023-2024)

1.1.1 Customer: Nipomo Community Services District (NCSD)

Description

JEGO Systems conducted a Cybersecurity Assessment of the District's water and wastewater facilities to evaluate the current security status of the District's operational technology (OT) environment and to set a suitable benchmark for implementing Cybersecurity measures. The assessment utilized the NIST Cybersecurity Framework (CSF) v1.1 due to its relevance to critical infrastructure, particularly in the water sector. Based on the assessment findings, a series of recommendations were drafted and compiled into a technical memorandum, which served as the foundation for several improvement projects that are either underway or in the planning stages, most of which JEGO has been contracted to implement. These projects are directly linked to the control findings that informed the recommendations, enabling a clear measurement of their impact. Improvements included redundant core network infrastructure, securing WAN links, adding multifactor authentication (MFA) VPN, and critical infrastructure notifications. Contacts

Name: Peter Sevcik,

Title: District Engineer (NCSD)

Phone: (805) 459-5658

1.2 CYBERSECURITY ASSESSMENT AND SCADA INFRASTRUCTURE DESIGN (2022-2023)

1.2.1 Customer: City of Watsonville

Description

JEGO Systems was engaged by Telstar Controls, the City's integrator, to conduct a Cybersecurity Assessment to provide recommendations that would inform decisions regarding the upcoming SCADA software and infrastructure enhancements. The assessment employed ISA/IEC 62443-3-3 controls to evaluate and establish a baseline for the City's security framework. The insights gained from this assessment were instrumental in shaping the infrastructure design. Following this, JEGO conducted a feasibility study to identify specific components aligned with the established recommendations and then proceeded to engineer a complete infrastructure solution for the City. JEGO then configured and implemented the chosen compute, storage, and network infrastructure for the independent water and wastewater systems as requested by the City and Telstar Controls. JEGO remains committed to supporting the City and Telstar in their SCADA and communications initiatives and continues to assist in implementing recommendations generated from the Cybersecurity plan.

Contacts

Name: Francisco Rodriguez

Title: Information Technology Analyst (City of Watsonville)

Phone: (831) 768-3503

1.3 SCADA REPLACEMENT PROJECT CYBERSECURITY PLAN (2021-2022)

1.3.1 Customer: Alameda County Water District (ACWD)

Description

JEGO Systems partnered with TJCAA on this project, with JEGO focusing on creating a Cybersecurity Plan for the District as one of the major tasks to ensure Cybersecurity recommendations were considered in the development and execution of all ICS projects moving forward. To establish a foundation, ISA/IEC 62443-3-3 controls were employed to perform a comprehensive Cybersecurity Assessment of the District's various water treatment and distribution systems. The data collection process involved onsite inspections, network scans, interviews with key stakeholders, and analyzing existing documentation to compile detailed asset inventories and system architecture diagrams. A controls gap analysis, architecture review, and vulnerability assessment were carried out, integrating insights from Needs Assessment workshops to formulate a remediation action plan and recommendations for a Cybersecurity management system (CSMS) framework that conformed to ISA/IEC 62443-2-1 standards. The resulting Cybersecurity Plan was crafted as a technical memorandum, serving as the foundation for subsequent Cybersecurity projects and acting as a key reference for establishing the District's Cybersecurity framework, along with developing the necessary policies, procedures, and initiatives based on the recommendations provided in the plan. JEGO has been tasked with implementing new computing, storage, and core networking solutions that align with the recommendations outlined in the Cybersecurity Plan. Two distinct infrastructure models were created to address varying needs: one tailored for smaller plants and another designed for larger facilities. Both models have been successfully deployed, and JEGO is set to roll out these solutions across the remaining sites.

Contacts

Name: Rosy Chan

Title: Project Manager (ACWD)

Phone: (510) 552-2558

QUALIFICATIONS

W. M. Lyles Co. System Integration Division new division has been created and constructed in a way to fill a need in the water/wastewater industry for delivering controls solutions based on a deep knowledge and specific experience for our clients. We are accomplishing this with a deep bench of talented professionals who have a rich and long backgrounds in control systems and have paired this with new young professionals to push the division into the future of controls within our industry.

Specific Knowledge and Experience Summary:

Rockwell, Allen-Bradley PLC Products:

- Programming Software: Studio 5000 & 500, Connected Components Workbench
- PLC Platforms: Control & CompactLogix, SLC 500s, MicroLogix, PLC5s, PAX programming
- SCADA/HMI/OIT: FactoryTalk View SE & ME, PanelView, PanelView Plus

Additional Experience:

- Reporting and alarm notification using third-party products
- Project Management: Our team of project managers are all PMP Certified. They excel in working closely with our clients and technical teams.
- Writing: WML-SID has a technical writer on staff to support our team in developing and writing technical documentation, including creating and rewriting process control narratives for our clients.
- Cybersecurity: We have a team of certified ISA cybersecurity experts ready to provide their expertise to our clients, guiding them in cybersecurity and network design and architecture. This team is deeply involved in setting up and configuring industry-specific network equipment (switches, routers, firewalls, modems, radios, etc.).

- Standards development of Engineering drawings, control panels, SCADA/HMI/OIT graphics libraries, process control narratives, PLC program libraries.

Industry Expertise:

- WML-SID exclusively works in the water and wastewater sector. We specialize in controls and aim to build and develop our team based on their industry-specific experience and understanding.

SCADA:

Manufacturer	Platform
<i>Schneider Electric</i> (43 years)	AVEVA (Wonderware) - System Platform, Intouch, Historian, AVEVA Reports. GeoSCADA (ClearSCADA), Citech
<i>GE</i> (10 years)	iFix, iHistorian
<i>Inductive Automation</i> (20 years)	Ignition - Vision, Perspective, Edge
<i>Trihedral</i> (10 years)	VTScada
<i>Rockwell Automation</i> (30 years)	Factory Talk View SE, RSView, PlantPAx
<i>Siemens</i> (3 years)	WinCC
Smart Sights (10 years)	Win-911 - 7.x, 202x
Exele (10 years)	TopView

QUALIFICATIONS

PLC/OIT:

Manufacturer	Platform
<i>Rockwell</i> (55 years)	PLCs - ControlLogix, CompactLogix, MicroLogix, SLC, PLC5, Micro800 OITs - PanelView , PanelView Plus Software - Studio5000, Studio500, Connected Components Workbench , PlantPAX
<i>Tesco</i> (20 years)	PLCs - L3000, L2000, L1000G, Liq4, Liq5, Liq3 OITs - N/A Software - WinBench
Schneider Electric (50 years)	PLCs - Modicon M340, M580, Quantum, Momentum. SCADAPack X70, 474, 32, 300, 350, 575 OITs - Magelis Software - Proworx, Concept, Unity Pro, Control Expert, Vijeo Designer, Telepace Studio, Remote Connect
<i>Automation Direct</i> (5 years)	PLCs - DL5, DL6 OITs - C-More Software - EZ Ware
<i>Siemens</i> (5 years)	PLCs - S7-1500, S7-1200 OITs - SIMATIC Software - TIA Portal

Certifications

ISA Certifications

- ISA Certified Control Systems Technician (CCST)
- ISA Certified Automation Professional (CAP)
- ISA Cybersecurity Design Specialist (CDS)
- ISA Cybersecurity Fundamentals Specialist (CFS)
- ISA Cybersecurity Risk Assessment Specialist (CRS)
- ISA Designing & Tuning Feedback and Advanced Regulatory Control Strategies
- ISA Cybersecurity Expert
- ISA Automation Engineering Survival Training

Profibus Certifications

- Certified Profibus DP/PA Professional
- Certified Profibus Installer

Rockwell Automation Certification

- PlantPAX System Design & Configuration Certification

Schneider Electric Certifications

- TelePACE Studio Ladder Logic Training for SC-ADAPack Controllers
- Schneider Electric Unity Pro Programming Level 2
- AVEVA Application Developer (Historian Client 2020 R2 Exam)
- AVEVA Application Developer (Historian Server 2020 R2 Exam)
- AVEVA Application Developer (Application Server 2020 R2 Exam)
- AVEVA Application Developer (InTouch HMI 2020 R2 Exam)

- Invensys WonderWare Certified – Application Developer
- InTouch System Platform – Certified Application Developer
- Archestra Certified – Application Developer

Inductive Automation / Ignition Certifications

- Ignition 8.1 CORE Certified
- Ignition 8.1 GOLD Certified
- Inductive Automation / Ignition Core Course Certification

U.S. Department of Homeland Security

- Operational Security (OPSEC) for Control Systems

Safety

- NFPA - Electrical Safety in the Workplace
- OSHA – OSHA10
- OSHA – OSHA30

PROJECT TEAM SUMMARY

The West Valley Water District's SCADA, Instrumentation, and Control System Master Plan aims to modernize the outdated PLC system to improve the efficiency, reliability, and control of treatment plant operations through advanced technology. Our team of experienced professionals will provide comprehensive services, including analyzing the current system, designing the new PLC configuration, procuring necessary hardware and software, installing and testing the upgrades, and delivering training and documentation for District personnel.

Led by Kevin Ford, who has 19 years of experience managing PLC upgrade projects, our team will ensure the project is completed on time, within budget, and to the highest quality standards. We understand the importance of resource availability and clear communication, and we will provide regular updates and maintain close collaboration with District personnel. By leveraging our expertise and committing the required resources, we are confident in delivering a successful outcome that meets the District's goals for the Plan.

Project Team		
Area of Involvement	Lead	Support
Project Manager	● Kevin Ford <i>PMP</i>	● Adam Simmons
Collaborative Delivery Internal	● Michael Prosser <i>CNE</i>	
Cybersecurity & Network Engineering	● Stephen Goldsworth <i>CISSP</i>	● Webster Jessup
		● Michael Goldsworth
SCADA & Data Collection Software	● Josh Choe <i>ISA Cybersecurity Expert</i>	● David Estelle
PLC Hardware & Software Technologies	● David Estelle <i>PE</i>	● Joe Vang
		● AJ Cottingham <i>PE</i> <i>ISA - Automation Professional</i>
Network & Telemetry	● Josh Choe <i>ISA Cybersecurity Expert</i>	● James Ronnow
		● Jeff Gillam
Field Activities	● Zach Meitz	● Jesus Lopez
		● Alex Valdez
I&C Engineers	● Alfonso Ducreux	● Brian Damelio
AI & Alternative Technologies	● Ben Green	
WVWD ICS Team Members	WVWD Key Stakeholders	

Legend		
Company	W. M. Lyles Co., SID	●
	JEGO Systems	●
	Applied Technologies Group	●

4.

PROPOSAL



PROPOSAL

1.1 TASK 1: REQUEST FOR RECORDS, DRAWINGS, AND BACKGROUND INFORMATION

Our team at W. M. Lyles Co., System Integration Division (WML-SID), in partnership with Jego Systems (JEGO), and Applied Technologies Group Inc. (ATG), recognize the complexity of managing, maintaining, and systematically storing information related to an Industrial Control System (ICS). The records we require come in various formats and versions, demanding careful handling and review.

As part of Task 1, we anticipate requesting the following information:

- **System and Site Drawing Sets:**
 - These may be available in electronic and/or paper formats. Over time, field changes may not always be captured in redlined drawings, but these documents remain essential for understanding site configurations and ICS fundamentals. Requested materials may include control cabinet elevations, input/output (I/O) card layouts, and possibly Piping & Instrumentation Diagrams (P&IDs).
- **Network & Architecture Drawings:**
 - High-level diagrams that provide an overview of the ICS, highlighting communication pathways, site locations, and network configurations.
- **ICS Project Operations & Maintenance (O&M) Manuals:**
 - These typically contain drawing sets, Bills of Materials (BoM), product cut sheets, and other critical data.
- **Process Control Narratives (PCNs):**
 - For the District's Tesco PLCs, PCNs (often referred to as "Blue Books") detail the programming logic for each PLC.
- **Program/Application/Configuration Files & Credentials:**
 - This includes backups for PLCs, SCADA systems, software auto-dialers, reports, switches, routers, firewalls, modems, and radios.

We understand that compiling this information can be time-intensive. To streamline the process, our team will work directly with District personnel onsite to gather and organize the necessary records. Our Project Manager (PM) will provide a detailed document or formal Request for Information (RFI), outlining our objectives and coordinating all onsite activities. Once the materials are collected and reviewed, we will seamlessly transition into Task 2.

Activities and Deliverables:

- Documentation Request
- Documentation Workshop
- Configuration Request
- Configuration Workshop

1.2 TASK 2: REFERENCE INFORMATION

The WML-SID team will catalog all received information, identifying any gaps or missing records. Physical documentation will be digitized and organized into a clear, logical file structure for both the District and project teams. This approach creates a single, holistic database of the current ICS, reducing time-consuming cross-referencing and enabling seamless collaboration with the District. During this task, we will also initiate a data entry phase to support future data collection and assessment activities. By consolidating all records into a reliable "single source of truth," we ensure that current and future tasks are well-supported.

At the conclusion of this task, we will:

- Return all organized data to the District for secure storage
- Produce a report summarizing findings and identified gaps, informing subsequent project phases and Task 3 discussions

Activities and Deliverables:

- Documentation Review
- Documentation Summary Report
- Configuration Review
- Configuration Summary Report

1.3 TASK 3: KICKOFF MEETING/IDEAS EXCHANGE WORKSHOP

Following the project award and prior to initiating the defined tasks, WML-SID and JEGO will host a collaborative kickoff meeting with the District. This meeting serves as the foundation for our highly cooperative approach to developing the District's SCADA Master Plan (SMP). Establishing trust and a shared understanding among all stakeholders is critical to achieving a solution that meets the needs of everyone involved with the ICS. By aligning the District's diverse requirements with a unified strategy, we aim to build consensus on shared objectives before proceeding to the needs analysis phase (Task 4). The exchange of ideas will occur during Task 4, once key stakeholders have been identified.

WML-SID recognizes that the District aims to complete the SMP within one year. Throughout the proposal and project, we will explore opportunities to streamline timelines without compromising the District's priorities.

Kickoff Meeting Objectives (at a minimum):

- Present documentation and configuration summary gaps
- Review the project approach, schedule, and overall SMP development process
- Define roles, responsibilities, and communication protocols

- Establish project update frequency and identify key contributors

Activities and Deliverables:

- Project Kickoff Meeting
- Project Kickoff Summary Document

Please note that we are not omitting the “ideas exchange.” Instead, we propose integrating it into the meetings and workshops conducted under Task 4.

1.4 TASK 4: KEY STAKEHOLDERS IDENTIFICATION AND ANALYSIS

Our team will collaborate closely with District personnel across engineering, operations, maintenance, and management to identify the specific needs of key stakeholders. We will create a detailed “Needs Assessment” matrix by conducting a series of workshops, observing current users and systems, interviewing stakeholders, and analyzing data gathered from earlier tasks.

During the initial planning workshop, we will identify key stakeholders from various staff disciplines. This session will also establish and confirm the essential departments and roles, enabling us to refine our strategy for shadow sessions and stakeholder interviews. These activities will help us understand working habits, environments, and requirements. Additional workshops will be held for each identified staff discipline to ensure comprehensive input.

The resulting “Needs Assessment” summary will be presented during the final workshop for District feedback. Throughout the project, this summary will serve as a living document, updated as new District needs emerge. We will carefully manage and integrate all information into the evolving “Needs Assessment,” which will ultimately inform the recommendations outlined in the master plan. We will also remain open to using surveys if needed, to capture additional insights not fully addressed by workshops, interviews, or shadow sessions.

Activities and Deliverables:

- Planning Workshop (Initial)
- Department-Specific Workshops
- Stakeholder Shadow Sessions and Interviews
- Final Review Workshop
- Needs Assessment Summary
- Surveys (Optional)

1.5 TASK 5: EVALUATION OF EXISTING ICS ASSETS

4.5.1 Data Collection

The data collection process is critical for understanding the existing architecture and network configurations, serving as the foundation for future tasks. It also validates any information gathered in earlier tasks. This effort will include onsite investigations, network captures, documentation reviews, and stakeholder interviews, resulting in a comprehensive under-

standing of the system’s architecture, assets, configuration details, and organizational insights. Emphasis will be placed on efficiency and collaboration with the District to identify key internal and external stakeholders for targeted data collection. All information will be systematically analyzed and organized for easy reference in subsequent tasks.

Activities and Deliverables:

- Data Collection Scope Workshop
- Data Collection Schedule Workshop
- Data Collection Stakeholder Selection Workshop
- Data Collection Plan Summary Document
- Onsite Data Collection
- Data Collection Summary Document

4.5.2 Existing Architecture and Asset List

The collected data will be used to develop a complete set of drawings and asset details that accurately represent the current architecture, including remote telemetry, in a contemporary format. This will cover VLANs, as well as physical and virtual system details, and include an extensive inventory of automation system components such as SCADA, network, and PLC elements. These deliverables provide a solid foundation for design modifications and are essential for productive stakeholder discussions throughout the design, implementation, and subsequent phases. The asset inventory and architectural drawings also help clarify how the existing architecture aligns with or deviates from industry reference architectures.

Activities and Deliverables:

- Develop Preliminary Asset Lists
- Asset List Review Workshop 1
- Finalize Asset List
- Asset List Review Workshop 2
- Develop Preliminary Existing Architecture Document
- Document Architecture Assumptions
- Architecture Review Workshop 1
- Finalize Existing Architecture
- Architecture Review Workshop 2

4.5.3 System Infrastructure Assessments

This subtask involves evaluating individual components of the ICS, divided into two major categories: Field Infrastructure and Core Infrastructure. The field infrastructure assessment includes PLCs, OITs, radios, power supplies, process instrumentation, and control panels, while the core infrastructure assessment focuses on SCADA hardware and software, software platforms, and core networking components. Each component will be evaluated based on condition, supportability, obsolescence, resource utilization, redundancy, reliability, ease of management, and its ability to meet the “Needs Assessment” criteria. Findings from this assessment will be used to inform the subsequent gap analysis task.

Activities and Deliverables:

- Perform Field and Core Infrastructure Assessments
- Field and Core Infrastructure Assessment Review

Workshop

- Finalize Field and Core Infrastructure Assessment

1.6 TASK 6: GAP ANALYSIS

Using the Infrastructure Assessment and Needs Assessment developed in Tasks 4 and 5, we will identify gaps and obstacles that need to be addressed in order to transition from the current system to one that meets the District's future expectations. As part of this process, we will categorize the gaps based on key components identified in previous tasks. This categorization will help guide and focus Task 7, which involves the evaluation and selection of SCADA system hardware and software components.

Activities and Deliverables:

- Preliminary Gap Analysis
- Gap Analysis Review Workshop
- Finalize Gap Analysis

1.7 TASK 7: SELECTION OF SCADA SYSTEM PLATFORM

We will create a comprehensive plan to assess, rank, and select a SCADA software solution for the District's implementation, utilizing the data and requirements established in previous tasks. In addition to the SCADA software selection, we recommend applying a similar process for selecting PLCs, OITs, radios, and networking equipment. Your Industrial Control System (ICS) is made up of various components from multiple manufacturers. Ensuring these core components work cohesively is essential for providing the District with a system that meets current needs and remains effective in the future.

Initially, products will be evaluated and ranked based on established criteria, including licensing, initial costs, projected development expenses, and ongoing maintenance fees. The top three SCADA options will be assessed through live demonstrations from each vendor, who will receive a summarized list of SCADA-related needs identified in the assessment. This approach ensures an impartial selection process that aligns with the District's goals for both the present and the next ten years. It is noted that the District prefers the Allen Bradley PLC platform, and this information will be shared with the three SCADA vendors to help them tailor their presentations, emphasizing the advantages of their systems in relation to Allen Bradley PLCs, should you prefer not to evaluate PLCs separately. If the District chooses to evaluate PLC platforms in a similar manner, the same methodology used for SCADA selection can be applied. The evaluation outcomes will be reviewed with the District in subsequent workshops to finalize the decision. Once a vendor is selected, they will be asked to provide a detailed SCADA Bill of Materials for the District.

A preliminary Bill of Materials (BoM) for field and core infrastructure equipment will be generated as an output of this task and adjusted based on subsequent assessments,

including the cybersecurity assessment in Task 8.

Activities and Deliverables:

- Develop Summary Ranking Matrix
- Summary Ranking Review Workshop
- Develop Platform Needs Summary for Vendor Presentations
- Vendor Demonstration Workshops
- Vendor Selection Workshop
- Collaborate with Selected SCADA Vendor to Generate Bill of Materials
- Develop Preliminary Field and Core Infrastructure Bill of Materials
- Preliminary Field Infrastructure Bill of Materials Review Workshop
- Preliminary Core Infrastructure Bill of Materials Review Workshop

The cybersecurity gap will be assessed separately under Task 8.

1.8 TASK 8: ICS CYBERSECURITY SYSTEM ARCHITECTURE DESIGN

Both WML-SID and JEGO recognize that cybersecurity is a critical priority for your ICS, both now and in the future. To address this, we've divided Task 8 into subtasks to ensure a comprehensive approach to securing the system.

4.8.1 Cybersecurity Controls Gap Assessment

The Gap Assessment is a foundational step and identifies necessary controls and policies for the ICS and organization by comparing the current security posture to best practices and standards, using the NIST Cybersecurity Framework (CSF). This foundational step prioritizes areas for improvement and lays the groundwork for further analysis.

Activities and Deliverables:

- Gap Assessment Workshops
- Gap Assessment Analysis and Finalization

4.8.2 Architecture Review

This review evaluates the configuration and organization of ICS components, such as topology, device configuration, and logical architecture to ensure effective security control implementation. Proper architecture minimizes vulnerabilities and reduces the need for additional controls.

Activities and Deliverables:

- Preliminary and Final Architecture Review Workshops
- Architecture and Configuration Review Documentation

4.8.3 Cybersecurity Requirements Summary

This document consolidates cybersecurity findings, outlining the baseline security posture, target benchmarks, and technical and procedural recommendations. It serves as a guide for engineering secure and manageable ICS solutions. It will support both technical and administrative requirements,

ensuring a holistic and sustainable cybersecurity strategy while fostering continuous improvement.

Activities and Deliverables:

- Develop and Review Cybersecurity Requirements Summary

4.8.4 Proposed Architecture & Recommendations Summary

We will create a detailed architectural proposal and configuration recommendations based on the Cybersecurity Requirements Summary. Collaborative workshops will refine the final recommendations to align with District priorities and goals.

Activities and Deliverables:

- Develop Proposed Architecture and Recommendations Summary
- Finalize Recommendations through Workshops

4.8.5 Disaster Recovery Planning

Disaster recovery planning develops actionable Incident Response and Disaster Recovery Plans, based on NIST CSF standards, to ensure the District is prepared for cyber incidents. We will analyze the District's current incident response (IR) and disaster recovery (DR) practices and develop a documented plan to address identified gaps.

Activities and Deliverables:

- Workshops and Draft Plans for Incident Response and Disaster Recovery
- Finalized Plans

4.8.6 Policy and Procedure Development

We will develop policies and procedures aligned with the Cybersecurity Requirements Summary to ensure governance of the District's cybersecurity objectives.

Activities and Deliverables:

- Workshops and Development of Baseline Policies and Procedures
- Finalize Baseline Policies & Procedures

This structured approach ensures the District has a scalable, actionable cybersecurity plan that addresses immediate risks while laying the groundwork for long-term improvement.

1.9 TASK 9: WIRELESS BACKHAUL COMMUNICATION SYSTEM

Much like cybersecurity, we believe wireless communications for an Industrial Control System (ICS) require dedicated attention and expertise. To address this critical area, we will collaborate closely with Applied Technology Group Inc. (ATG), specialists in wireless communications for the industrial sector.

We understand the District's commitment to developing a robust, reliable, and high-performance wireless communication system to support SCADA, security, and

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access control systems effectively. To ensure these goals are achieved, we have outlined a structured workflow for the wireless communication system. This approach guarantees that the District's priorities are thoroughly addressed and that the resulting infrastructure is both practical and strategically designed.

1. Perform RF Theoretical Model:

Develop a theoretical model using specialized software tailored to the District's needs and objectives. This model will include a budgetary estimate for implementation.

2. Workshop with District:

Review and discuss the RF theoretical model, budgetary estimate, and feasibility of the required infrastructure with the District. For instance, evaluate whether a 100-foot tower can be erected in a residential area. If all conditions are met, proceed to the next step. If adjustments are needed, revise the model and repeat this step.

3. Perform RF Field Survey:

Conduct a comprehensive field survey to validate the RF theoretical model. Deliverables will include a final RF study report, communication architecture drawing, and hardware recommendations.

4. Workshop with District:

Present and discuss the RF study report, design, hardware recommendations, and implementation plan with the District to ensure alignment with project goals.

Given that the wireless communications methodology plays a pivotal role in transmitting data from remote sites to the central SCADA system, we recommend adjusting the sequence of tasks. Specifically, Task 9 may be moved ahead of Task 7. This adjustment would allow radio selection to be integrated into the holistic selection process for the ICS's major hardware and software components, ensuring a seamless and cohesive approach to system design and implementation.

1.10 TASK 10: RECOMMENDED PROJECTS

With the completion of Tasks 1–9, we transition into the final stages of the SCADA Master Plan (SMP) deliverables. Task 10 focuses on leveraging the Needs Assessment (the District's goals), along with the Core, Field, and Cybersecurity Assessments, to define actionable projects.

These goal-based projects will be categorized into three primary groups:

- **Short-term projects** – Defined by the District as those to be completed within a 1–5 year timeframe.
- **Long-term projects** – Defined by the District as those extending to a 6–10 year timeframe.
- **Pilot or trial projects** – Projects executed on a smaller scale to provide further evaluation when more detailed analysis is necessary beyond the scope of Task 7.

Each project will include, at a minimum, the following components:

- A detailed scope of work.
- A Bill of Materials (BoM).
- Drawings (if applicable).

To ensure objectivity, the categorization and definition of projects will be determined through collaborative efforts during the SMP process, based on data-driven results. We also want to highlight key points from the District's RFP that resonated strongly with our team's experience:

- **"Schedule and Value – Meet project schedule and value expectations."**
 - Page 7 – 1. Goals and Objectives
- **"The District is looking to complete the project within 1 year."**
 - Page 6 – Cost Estimates of Consulting Fee
- **"Any proposed innovative ideas that offer clear benefits to the District."**
 - Page 6 – Cost Estimates of Consulting Fee

Our goal is to ensure the District receives maximum value from the SMP process. We propose that all future projects falling under the SMP umbrella be determined and developed based on the findings of the SMP. For example, the development of 30%, 60%, 90%, and 100% design documents may be identified as either short- or long-term projects but would not be included as part of the initial SMP proposal.

The American Water Works Association (AWWA) Utility Management Manual recommends that a SCADA Master Plan should be developed to pursue the following goals:

- *Establish and document vision, strategies and goals for effective operations control.*
- *Find and prioritize business, operational and technical requirements.*
- *Establish a coordinated, prioritized program to meet operational goals.*
- *Define short- and long-term projects, including costs, resources and schedules.*
- *Define policies, procedures, organization, technologies and change management.*
- *Establish buy-in among stakeholders and executive sponsors.*

The primary factor in achieving these goals is to comprehend the client's needs, ensuring a clear understanding of the stakeholder's expectations of the SCADA system from the preliminary phase of the project. The overall objective is to align the process, operational and business needs with technology capabilities to develop what is known as a "best fit" solution achieving a shared vision among stakeholders to develop a plan for an expandable system with a sustainable framework that supplies a comprehensive set of services to all users.

1.11 TASK 11: SCADA MASTER PLAN (SMP) DELIVERABLE

One critical component not explicitly listed in Tasks 1–10

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is the **SCADA Master Plan (SMP)** document. Our team believes that all information gathered—such as system assessments, the radio study, and your team's insights regarding the goals for your Industrial Control System (ICS)—is valuable intellectual property that belongs to the District.

We will deliver a comprehensive **SCADA Master Plan** document that consolidates the relevant findings and outputs generated from Tasks 1–10. This document will serve as a strategic guide for the District's short- and long-term goals. At a minimum, the final SMP will include the following sections:

- Executive Summary
- Summary Documents
- Needs Assessment Summary
- Infrastructure Assessments
- Gap Analysis
- Cybersecurity Assessments
- Existing Architecture
- Proposed Architecture
- Asset Lists
- Recommendations Summary
- Policy and Procedure Recommendations
- Recommended Projects and Estimates
- Bill of Materials (BoM)

In addition to the final SMP document, the following deliverables will be provided to the District that were collected during data collections efforts:

- Electronic drawing sets
- PLC process control narratives ("Tesco Blue Books")
- Backups of applications, programs, and configurations for all devices collected
- ICS user access credentials
- Policies and procedures, including **Incident Response** and **Disaster Recovery Plans**

5.

COST ESTIMATES OF CONSULTING FEE



COST ESTIMATES OF CONSULTING FEES

Our team is dedicated to delivering a high-quality SCADA Master Plan that fulfills the District's objectives while ensuring strict adherence to the established schedule and budget. We achieve this through a strategic focus on quality assurance, meticulous scheduling, and cost optimization.

Quality Control

We utilize a rigorous quality assurance framework to ensure all deliverables meet or exceed the District's standards, reflecting precision and reliability:

- **Layered Reviews:** Every deliverable undergoes internal peer reviews by subject matter experts to ensure technical accuracy, clarity, and alignment with project requirements. Each task in the work breakdown structure includes dedicated quality control checkpoints.
- **Stakeholder Engagement:** Regular workshops and milestone reviews at the 30%, 60%, and 90% stages ensure District goals are consistently aligned with project progress. This collaborative approach allows for timely adjustments and stakeholder input.
- **Document Management:** All reports, drawings, and specifications are prepared using standardized templates and rigorously validated against the scope of work to maintain consistency and compliance.

Schedule Management

A well-defined project schedule ensures timely delivery of all milestones while maintaining flexibility to adapt as needed:

- **Phased Execution:** We break down tasks into manageable phases with clear milestones, enabling efficient progress monitoring and timely adjustments. For larger tasks, such as the evaluation of ICS assets, multiple teams will be deployed to meet deadlines without compromising quality.
- **Progress Tracking:** Our dedicated project managers oversee task completion, conduct regular progress meetings with District representatives, and provide transparent updates to ensure clarity and accountability.
- **Risk Mitigation:** Potential delays are proactively identified, and mitigation strategies are implemented to keep the project on track and ensure compliance with the timeline.

Cost Management

Our approach to cost management emphasizes efficiency, transparency, and alignment with the District's financial objectives:

- **Comprehensive Cost Estimates:** Each task includes a detailed breakdown of man-hours, resources, and associated costs, giving the District full visibility into budget allocation.
- **Cost Monitoring:** Advanced project management tools are used to track budgets, ensuring expenses stay within the "not-to-exceed" limits while maintaining financial discipline.
- **Value Optimization:** As the project evolves, opportunities for value engineering will be identified to achieve cost savings without compromising on quality or project goals.

This integrated focus on quality assurance, schedule adherence, and cost management ensures a seamless and successful execution of the SCADA Master Plan. Our structured approach delivers superior outcomes while providing exceptional value and meeting the District's highest standards.

		W. M. Lyles Co, System Integration Division					JEGO Systems	Applies Technologies Group	Task Pricing	
Project Tasks	PM	SCADA & Data Collection	PLC Hardware & Software	Network & Telemetry	Field Activities	I&C Engineers	Cybersecurity & Network Eng	Telemetry Activities	Total Task Hours	Total Taks Cost
Task 1: Request for Records, Drawings, and Background Information	24	11	9	12	8	0	24	0	88	\$ 17,160.00
· Documentation Workshop	8	4	4	4	4	0	6		30	\$ 5,850.00
· Documentation Request	4	2		2	4		6		18	\$ 3,510.00
· Configuration Workshop	8	4	4	4			6		26	\$ 5,070.00
· Configuration Request	4	1	1	2			6		14	\$ 2,730.00
Task 2: Reference Information	12	14	6	4	12	0	36	0	84	\$ 16,380.00
· Documentation Review	4	4	4		4		12		28	\$ 5,460.00
· Documentation Summary Document	2	4					6		12	\$ 2,340.00
· Configuration Review	4	2	2	4	8		12		32	\$ 6,240.00
· Configuration Summary Document	2	4					6		12	\$ 2,340.00
Task 3: Kickoff Meeting/Ideas Exchange Workshop	8	8	4	0	8	4	12	0	44	\$ 8,580.00
· Project Kickoff Meeting	4	4	4		8	4	6		30	\$ 5,850.00
· Project Kickoff Summary Document	4	4					6		14	\$ 2,730.00
Task 4: Key Stakeholders Identification and Analysis	14	30	26	0	0	8	40	0	118	\$ 23,010.00
· Planning Workshop (Initial)	4	4	4			4	4		20	\$ 3,900.00
· Department-Specific Workshops	4	6	6				4		20	\$ 3,900.00
· Stakeholder Shadow Sessions and Interviews		4	4				8		16	\$ 3,120.00
· Final Review Workshop	4	4	4			4	4		20	\$ 3,900.00
· Needs Assessment Summary	2	8	8				16		34	\$ 6,630.00
· Surveys (Optional)		4					4		8	\$ 1,560.00
Task 5: Evaluation of Existing ICS Assets	32	42	38	20	328	8	204	0	672	\$ 131,040.00
· Data Collection Scope Workshop	4	4	4		4	4	6		26	\$ 5,070.00
· Data Collection Schedule Workshop	4	6	6		4		6		26	\$ 5,070.00
· Data Collection Stakeholder Selection Workshop	4						6		10	\$ 1,950.00
· Data Collection Plan Summary Document		4					6		10	\$ 1,950.00
· Onsite Data Collection		4	4		320		60		388	\$ 75,660.00
· Data Collection Summary Document							6		6	\$ 1,170.00
· Develop Preliminary Asset Lists		4	4				12		20	\$ 3,900.00
· Asset List Review Workshop 1	4	4	4			4	6		22	\$ 4,290.00
· Finalize Asset List		4	4				6		14	\$ 2,730.00
· Asset List Review Workshop 2	4			12			6		22	\$ 4,290.00
· Develop Preliminary Existing Architecture							36		36	\$ 7,020.00
· Document Architecture Assumptions							6		6	\$ 1,170.00
· Architecture Review Workshop 1	4	6	6				6		22	\$ 4,290.00
· Finalize Existing Architecture				8			12		20	\$ 3,900.00
· Architecture Review Workshop 2	4	6	6				6		22	\$ 4,290.00
· Perform Preliminary Field and Core Infrastructure Assessments							6		6	\$ 1,170.00
· Infrastructure Assessment Review Workshop	4						6		10	\$ 1,950.00
· Finalize Infrastructure Assessment							6		6	\$ 1,170.00
Task 6: Gap Analysis	6	32	32	8	0	16	24	0	118	\$ 23,010.00
· Preliminary Gap Analysis	2	12	12			8	12		46	\$ 8,970.00
· Gap Analysis Review Workshop	4	4	4				6		18	\$ 3,510.00
· Finalize Gap Analysis		16	16	8		8	6		54	\$ 10,530.00

		W. M. Lyles Co, System Integration Division					JEGO Systems	Applies Technologies Group	Task Pricing	
Project Tasks	PM	SCADA & Data Collection	PLC Hardware & Software	Network & Telemetry	Field Activities	I&C Engineers	Cybersecurity & Network Eng	Telemetry Activities	Total Task Hours	Total Taks Cost
Task 7: Selection of SCADA System Platform	16	60	40	0	0	20	152	0	288	\$ 56,160.00
· Develop Summary Ranking Matrix		8					12		20	\$ 3,900.00
· Summary Ranking Review Workshop	8	8	4				12		32	\$ 6,240.00
· Develop Platform Needs Summary for Vendor Presentations		4					12		16	\$ 3,120.00
· Vendor Demonstration Workshops		16	16				36		68	\$ 13,260.00
· Vendor Selection Workshop	8	8	8				12		36	\$ 7,020.00
· Work with Selected Vendor to Generate Bill of Materials		8					12		20	\$ 3,900.00
· Develop Preliminary Field and Core Infrastructure Bill of Materials						8	32		40	\$ 7,800.00
· Preliminary Field Infrastructure Bill of Materials Review Workshop		4	6			6	12		28	\$ 5,460.00
· Preliminary Core Infrastructure Bill of Materials Review Workshop		4	6			6	12		28	\$ 5,460.00
Task 8: ICS Cybersecurity System Architecture Design	64	52	28	28	0	0	616	0	788	\$ 153,660.00
· Gap Assessment Approach Workshop	4	4	4	4			6		22	\$ 4,290.00
· Gap Assessment							40		40	\$ 7,800.00
· Gap Assessment Results Review Workshop 1	4	4	4	4			6		22	\$ 4,290.00
· Finalize Gap Assessment Results							12		12	\$ 2,340.00
· Gap Assessment Results Review Workshop 2	4	4	4				6		18	\$ 3,510.00
· Architecture Review Preliminary Workshop	4	4					6		14	\$ 2,730.00
· Perform Architecture Review							24		24	\$ 4,680.00
· Architecture Review Workshop	4	4					6		14	\$ 2,730.00
· Document Architecture & Configuration Review Results							6		6	\$ 1,170.00
· Develop Preliminary Cybersecurity Requirements Summary							36		36	\$ 7,020.00
· Cybersecurity Requirements Summary Review Workshop 1	4	4					6		14	\$ 2,730.00
· Finalize Cybersecurity Requirements Summary							12		12	\$ 2,340.00
· Cybersecurity Requirements Summary Review Workshop 2	4	4					6		14	\$ 2,730.00
· Develop Proposed Architecture				8			36		44	\$ 8,580.00
· Develop Recommendations Summary							36		36	\$ 7,020.00
· Proposed Architecture Review Workshop	4	4	4	4			6		22	\$ 4,290.00
· Recommendations Review Workshop	4	4					6		14	\$ 2,730.00
· Finalize Proposed Architecture & Recommendations							12		12	\$ 2,340.00
· Proposed Architecture and Recommendations Review Workshop	4						6		10	\$ 1,950.00
· Incident Response Workshop	4						6		10	\$ 1,950.00
· Incident Response Draft Plan							60		60	\$ 11,700.00
· Incident Response Plan Review Workshop	4	4					6		14	\$ 2,730.00
· Disaster Recovery Workshop	4	4	4				6		18	\$ 3,510.00
· Disaster Recovery Draft Plan							60		60	\$ 11,700.00
· Disaster Recovery Plan Review							6		6	\$ 1,170.00
· Finalize Incident Response and Disaster Recovery Plans							12		12	\$ 2,340.00
· Review Policy & Procedure Needs Workshop	4						6		10	\$ 1,950.00
· Develop Baseline Policies & Procedures							120		120	\$ 23,400.00
· Baseline Policy & Procedure Review Workshop 1	4	4	4	4			6		22	\$ 4,290.00
· Update Baseline Policies & Procedures							16		16	\$ 3,120.00
· Baseline Policy & Procedure Review Workshop 2	4	4	4	4			6		22	\$ 4,290.00
· Finalize Baseline Policies & Procedures							32		32	\$ 6,240.00

Project: W. M. Lyles Co. | Control System Master Plan
 Presented by: W. M. Lyles Co. in collaboration with JEGO Systems

Project Tasks	W. M. Lyles Co, System Integration Division						JEGO Systems	Applies Technologies Group	Task Pricing	
	PM	SCADA & Data Collection	PLC Hardware & Software	Network & Telemetry	Field Activities	I&C Engineers	Cybersecurity & Network Eng	Telemetry Activites	Total Task Hours	Total Taks Cost
Task 9: Wireless Backhaul Communication System	22	64	8	244	0	50	0	288	676	\$ 131,820.00
· Gather and prep for RF Theoretical Model				16				16	32	\$ 6,240.00
· Perform RF Theoretical Model				120					120	\$ 23,400.00
· Prep for RF Theoretical Model workshop	4	4		10				8	26	\$ 5,070.00
· RF Theoretical Model workshop	8	4		4				8	24	\$ 4,680.00
· Perform RF Field Survey								256	256	\$ 49,920.00
· Generate Deliverables; drawing, spec, report, bugetary estimate		40		80		50			170	\$ 33,150.00
· Prep for Final Design workshop	2	8		6					16	\$ 3,120.00
· Final Design Workshop with District	8	8	8	8					32	\$ 6,240.00
Task 10: Recommended Projects and Estimates	24	80	0	0	0	0	40	0	144	\$ 28,080.00
· Project Summary and Estimates for Long and Short Term Planning	24	80					40		144	\$ 28,080.00
Task 11: SCADA Master Plan (SMP) Document	40	40	16	8	0	16	40	0	160	\$ 31,200.00
· Assembly of all information generated from Tasks 1-10	40	40	16	8		16	40		160	\$ 31,200.00
Total Project Hours by Involvement	262	433	207	324	356	122	1188	288	3180	\$ 620,100.00

Total Hours	3180
Rate	\$ 195
Non-Labor Cost	\$ 117,000
Total Price	\$ 737,100



APPENDIX

RESUMES



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SYSTEM INTEGRATION DIVISION

KEVIN FORD

PROJECT MANAGER- PMO
PROJECT MANAGEMENT SPECIALIST

CONTACT

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EDUCATION

BACHELOR OF SCIENCE,
ENVIROMENTAL SCIENCE

California State University, Sacramento

TECHNICAL PROFICIENCIES

- Maintaining Contractual Obligations and Coordinating Project Requirements
- Managing Projects Involving SCADA, Instrumentation, and Control Systems for Municipal and Industrial Water/Wastewater Treatment Facilities

CERTIFICATIONS

- Project Management Professional (PMP)
- Certified Project Manager (URS)
- OSHA Hazardous Waste Operations

SUMMARY

19 Years of Experience in Project Management, PMO role

PERSONAL PROJECT EXPERIENCE

PLC 4 Upgrade Programming Services, El Dorado Irrigation District (EID), Placerville, CA:

Project Manager

This project replaced the District's existing Allen-Bradley PLC 5 controller and RIO at the El Dorado Hills Wastewater Treatment Plant (EDHWWTP) with a ControlLogix rack, L81E processor, power supply, and new RIO. Identified as "PLC4," these controls operate the primary clarifier, waste activated sludge dissolved air flotation thickening unity (WAS DAFT), site waste pump station, pond storage pump stations, secondary effluent pump stations, and plant effluent valve. The Team was selected to integrate and start-up the new ControlLogix System. Personnel provided PLC programming, HMI and OIT configuration, testing and commissioning. Testing included PLC and HMI Factory Demonstration Test (FDT), PLC and HMI Factory Operational Test (FOT), Operational Readiness Test (ORT), and Functional Acceptance Test (FAT). Kevin coordinated with EID staff for hardware installation, and provided detailed O&M manuals

City of Santa Monica - Charnock Well Field Restoration, DB, 2009

Project Manager

A two site project, consisting of well restoration and primary treatment systems at a well site and the expansion of an existing water treatment plant for the city of Santa Monica. Well site improvements included the addition of pumping, conveyance and chemical feed systems, as well as a granular activated carbon system for treatment of contaminated groundwater. Upgrades to water treatment plant including installation of a reverse osmosis treatment system and structure, new chemical feed facility, cartridge filters, pumping equipment and piping.

PERSONAL PROJECT EXPERIENCE CONTINUED

Victor Valley Wastewater Reclamation Authority – Victor Valley Biogas Upgrade Project, DB, 2022

Project Manager

Expansion of anaerobically digestible material (ADM) reception; retrofit of Digester #2; installation of openings on Digester #4 and #5 with service boxes and mixer posts to allow for future installation of Anaergia Mixers; installation of a 1,200 SCFM biomethane upgrading system; installation of biogas pipe and flare; installation of site piping (ADM and TWAS).

Orange County Water District – Groundwater Replenishment System (GWRS) Advanced Water Treatment Facility, DBB, 2004

Mechanical Superintendent

Installation of groundwater replenishment system, purifying wastewater through a three stage process consisting of microfiltration, reverse osmosis and ultraviolet light systems, including earthwork, piping, electrical, instrumentation and controls, coatings, new structures, chemical storage and feed systems, surge tanks and pump stations for seawater intrusion barrier and replenishment of ground water aquifers.

RELEVANT WORK EXPERIENCE

TESCO Controls, Inc.

PMO - Project Manager (2010-2023)

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SYSTEM INTEGRATION DIVISION

CONTACT

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TECHNICAL PROFICIENCIES

- Maintaining Contractual Obligations and Coordinating Project Requirements
- Managing Projects Involving SCADA, Instrumentation, and Control Systems for Municipal and Industrial Water/Wastewater Treatment Facilities

ADAM SIMMONS

**PROJECT MANAGER
PROJECT MANAGEMENT SPECIALIST**

SUMMARY

18 Years of Experience in Project Management, Water/Wastewater Treatment

PERSONAL PROJECT EXPERIENCE

East County Advanced Water Treatment

Design build project that included a Title 22 Wastewater Plant, Advanced Water Filtration Plant and Solids Handling Facility, with several remote facilities. Integration included designing, assembly, and programming multiple Allen-Bradley ControlLogix 1756 and CompactLogix 5069 PLC's with fully redundant Factory Talk View SCADA systems. Design, supply and implementation of entire fiber, Wi-Fi, and Radio network. Personnel provided PLC Programming, HMI configuration, SCADA Programming, factory and field testing of individual control panels and system wide. Adam managed engineering and programming resources, interfaced with the Joint Venture team of General Contractor and Engineer, and Owner agency to progress design and implementation of the System Integration.

Breastwood SCADA Upgrades

Radio system and PLC upgrades for all remote wells, pump stations, hydropneumatics pump stations and reservoirs for Potable water. Project involved upgrading all existing control panels with Modicon M340 PLC's and new OIT's, with integration into existing Ignition SCADA system. A full Radio survey, installation of new master radios and configuration of 450MHz, 900MHz, and 5.4GHz radios to provide a complete system, including both licensed and unlicensed frequencies and FCC registration. Adam coordinated directly with the customer for programming and design workshops, scheduling, and implementation plans. Engineering departments responsible for control panel drawings, cutover plans, PLC and SCADA programming. Complete field investigations of existing components and integration into final as-builts provided as a part of a complete O&M and user guide.

PERSONAL PROJECT EXPERIENCE CONL

DeKalb County

System wide SCADA, Controls and Networking upgrades spanning existing 140MGD Water Treatment Plant, River Intake System, Potable Water Distribution System and two Wastewater Plants. Adam worked closely with the owner to outline goals and schedule for upgrades from existing PLCs to updated Allen Bradley CompactLogix and ControlLogix PLCs, and migration from FactoryTalk and WonderWare to Ignition SCADA system with updated networking hardware and SCADA server infrastructure. New instruments were added and integrated location by location based on the long-term goals of the customer's monitoring needs. Project also included twelve remote sites with PLC and local Ignition EDGE implementations, communicating over a mix of radios and vendor supplied private fiber network. Adam managed engineering and development resources as well as subcontractors for the development of a cohesive upgrade in a sequence that worked best for the Owner Agency.

RELEVANT WORK EXPERIENCE

Tesco Controls

Project Manager (2022-2024)

Syblon Reil

Estimator / Project Manager (2016-2021)

Advanced Pump & Equipment

Project Manager / SCADA Programmer (2014-2015)

W. PL. Lyles Co.

Project Manager / Estimator (2006-2014)

W. M. LYLES CO.

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MICHEAL PROSSER

Collaborative Delivery Manager

CONTACT

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Sacramento, CA 95826

EDUCATION

B.S., ELECTRICAL AND
ELECTRONIC
ENGINEERING

California State University,
Sacramento

TECHNICAL PROFICIENCIES

- SCADA Solutions, Controls Systems for Water & Wastewater Treatment Systems
- Engineering and Project Management for Control Systems Integration
- System Integration Design and Implementation for the Water and Wastewater Industry

CERTIFICATIONS

- Netware Engineer (CNE)
- Allen-Bradley
- Modicon
- Siemens
- Eaton/Cutler Hammer
- Cisco
- FiberTron
- Proxim
- Wester Multiplex
- Hewlett-Packard

SUMMARY

38 years of leadership experience in optimizing water and wastewater management processes through the strategic application of automation and data integration. Specializing in enhancing efficiency and sustainability, he has led numerous projects leveraging advanced technologies to streamline operations, improve system performance, and drive cost-effective solutions.

PERSONAL PROJECT EXPERIENCE

City of Hobbs Potable Water SCADA System Replacement

Directed the design, programming, and integration of the Siemens WinCC OA central SCADA solution for the potable water system, ensuring that the system aligned with operational goals and adhered to industry standards. Additionally, spearheaded the virtualization of the core SCADA system infrastructure, enhancing system performance and ensuring scalability to meet future demands.

Potable Water SCADA and Telemetry System Upgrade, City of Lincoln, CA

Led a successful team in replacing the City's aging potable water SCADA system, overseeing the overhaul and modernization of the existing process control system and facilitating the separation of the new water SCADA system from the existing wastewater SCADA system. Designed the system to allow seamless future expansion, improving overall reliability and communication capabilities while maintaining flexibility for growth. Fostered strong collaboration with City staff to integrate operational processes with technological solutions, resulting in enhanced efficiency and system performance.

SCADA and PCS Assessment & Design-Build Implementation, City of Brentwood, CA

Delivered a comprehensive Technical Memorandum detailing the system's current state, identifying gaps, and presenting prioritized recommendations for upgrades, complete with detailed cost estimates and schedules. Guided the direction of system upgrades through a highly collaborative process, ensuring active involvement and input from City staff throughout decision-making. Provided strategic insights and recommendations to enhance the effectiveness and efficiency of the City's Process Control System (PCS), supporting future scalability and operational needs.

RELEVANT WORK EXPERIENCE

TESCO Controls, Inc.

Director of Special Projects (2000-2023)

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JOSH CHOE

TECHNICAL SERVICES MANAGER

AUTOMATION ENGINEERING - SCADA, PLC &
NETWORK INFRASTRUCTURE

CONTACT

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EDUCATION

BACHELOR OF SCIENCE,
COMPUTER SCIENCE

California State University, Davis

TECHNICAL PROFICIENCIES

- SCADA System Implementation & Design
- Cybersecurity
- Networking Infrastructure

CERTIFICATIONS

- U.S. Department of Homeland Security
 - ICS Cyber Emergency Response Team - Cybersecurity within IT & ICS
 - ICS Cyber Emergency Response Team - Common ICS Components
 - Difference in Deployments of ICS
- ISA
 - Assessing the Cybersecurity of New or Existing IACS Systems
 - Cybersecurity Expert
 - Cybersecurity Fundamentals Specialist (CFS)
 - Cybersecurity Design Specialist (CDS)
 - Cybersecurity Risk Assessment Specialist (CRS)

SUMMARY

25+ Years of Experience in SCADA Development, Networking Architecture, Telemetry Design and Cybersecurity for Water/Wastewater Facilities

PERSONAL PROJECT EXPERIENCE

Golden State Water Company

Designed, configured, and implemented four independent AVEVA System Platform SCADA systems to monitor reservoirs, wells and pump stations. Configured communications between SCADA and numerous PLCs via industrial wireless Ethernet radios and cellular modems.

Western Hill Water District

Engineered, configured, and implemented redundant Rockwell FactoryTalk SE system to operate water treatment plant. Integrated and configured remote CompactLogix PLCs via private ISP and local PLCs with wireless Ethernet radios.

City of Baton Rouge

Designed, configured, and implemented virtualized redundant GE iFIX SCADA system to monitor 550+ remote municipal sites. Established and configured reliable communications over privately provisioned cellular network.

CERTIFICATIONS

- Schneider / ClearSCADA
 - Telemetry & Remote SCADA Solutions
- AVEVA
 - Cybersecurity Certified
- Wonderware
 - AchestrA Certified System Platform 3.0
 - Application Developer 4.0
 - InTouch 10.1 & 11.0
- Rockwell
 - PlantPAX System Design & Configuration
- Trihedral
 - VT SCADA System Integrator
 - WML is Trihedral Certified Solution Provider (Est. 2023)
- Inductive Automation
 - Ignition Core
- Siemens
 - WiMAX in Industrial Networks

PERSONAL PROJECT EXPERIENCE CONTINUED

City of Apalachicola

Built, configured, and deployed standalone AVEVA Intouch SCADA system to control wastewater treatment plant and recycling water distribution operations. Networked and configured PLCs via fiber optic and serial wireless communications.

City of Atwater

Implemented, configured, and interfaced redundant AVEVA System Platform to monitor water distribution with 50+ PLCs via serial and Ethernet industrial radios.

RELEVANT WORK EXPERIENCE

TESCO Controls, Inc.

SCADA Engineering Manager (2020-2023)

TESCO Controls, Inc.

System Engineer III - Networking & Telemetry (2016-2020)

TESCO Controls, Inc.

Senior SCADA Engineer (1998-2016)

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SYSTEM INTEGRATION DIVISION

DAVID ESTELLE

AUTOMATION ENGINEER
PLC APPLICATIONS ENGINEERING

CONTACT

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Sacramento, CA 95672

EDUCATION

**BACHELOR OF SCIENCE
MECHANICAL ENGINEERING**
California State University, Fullerton
2018

TECHNICAL PROFICIENCIES

- Allen-Bradley
- Schneider Electric
- Automation Direct
- Emerson
- AVEVA
- Inductive Automation
- Modbus
- Ethernet/IP
- DeviceNet
- Foundation Fieldbus

SUMMARY

6 Years of Experience in PLC Applications for Water/Wastewater Facilities

PERSONAL PROJECT EXPERIENCE

Irvine Ranch Water District (IRWD)
Biosolids Facility

Conducted comprehensive end-to-end PLC and SCADA development for a \$250 million biosolids facility installation. Utilized Modicon Quantum and M340 PLCs along with the AVEVA System Platform SCADA application. Collaborated closely with the owner's representation to meticulously test and validate the system's full functionality in a controlled bench test environment. Engaged with various vendors specializing in screening, centrifuge, conveyance, digested gas conditioning, and flare systems. Demonstrated aptitude in incorporating feedback from both operations staff and process design teams to optimize the system during the commissioning phase of the project. Performed extensive troubleshooting of the Modbus TCP industrial network. Established historical trending based on specification requirements and process optimization feedback from staff.

Trabuco Canyon Water District (TCWD)
Water & Wastewater Capital Improvements

Led a team of PLC Applications engineers in successfully retrofitting over twenty water and wastewater sites with new Modicon M340 PLCs. Led workshops with operations staff to determine desired control strategy. Collaborated closely with SCADA and Networking Teams to minimize downtime during the commissioning phase. Engaged with operations staff to implement feedback and incorporate additional functionalities into the system. Programmed highly efficient HMI applications for most sites. Oversaw the quality and functionality of PLC programs developed by the engineering team, providing control logic recommendations to guide their efforts effectively.

Orange County Water District (OCWD)
GWRS Final Expansion

Collaborated with a team of applications engineers to successfully increase the capacity of an advanced water treatment plant from 100 MGD to 130 MGD, employing a DeltaV DCS system. Skillfully designed low voltage control panels, ensuring timely delivery. Demonstrated proficiency in troubleshooting plant Ethernet/IP, Foundation Fieldbus, and DeviceNet networks during the commissioning phase. Worked closely with the owner's representation to guarantee the seamless operation of UV Disinfection and RO treatment systems..

RELEVANT WORK EXPERIENCE

TESCO Controls, Inc.

PLC Applications Engineering Supervisor (2021-2023)

KDC Systems

Applications Engineer (2018-2021)

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SYSTEM INTEGRATION DIVISION

**JOE
VANG**

AUTOMATION ENGINEER
PLC APPLICATIONS ENGINEER

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Sacramento, CA 95672

EDUCATION

**BACHELOR OF SCIENCE
ELECTRICAL ENGINEERING**

California State University, Fresno
2016

TECHNICAL PROFICIENCIES

- PLC Programming & Software Development
 - Allen Bradley
 - Schneider Electric
 - Siemens
 - PlantPAX
 - TIA Portal
 - SIMOCODE ES

TECHNICAL STRENGTHS

- Automation Direct
- Maple Systems
- Inductive Automation
- Modbus
- EtherNet/IP
- Profinet
- Profibus

SUMMARY

6 Years of Experience in PLC System Development for
Water/Wastewater Facilities

PERSONAL PROJECT EXPERIENCE

City of Hobbs Water Distribution Upgrade

Water/Wastewater Utilities Department, City of Hobbs, NM

- Automation integration, and controls of multiple water production well sites, booster stations, reservoirs and elevated tanks in Hobbs, NM.

Pleasant Grove Water Wastewater Treatment Plant Expansion

City of Roseville, Roseville CA

- Automation, integration, and controls of various sludge treatment systems: Clarifiers, Sludge Thickening, Heating, Digestion.
- Integration and controls of various vender packages, boilers, flares, drum thickeners and grinders.

Cayucos Water Resource Reclamation Facility

Cayucos Sanitary District, Cayucos CA

- Automation, integration, and controls of wastewater treatment processes including: Headworks, Bioreactor, Chlorination, Ultraviolet Treatment, and dewatering.
- Integration and controls of various vender packages such as UV systems and Membrane Bioreactors.

RELEVANT WORK EXPERIENCE

TESCO Controls, Inc.

PLC Applications Engineer II (2018-2023)

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SYSTEM INTEGRATION DIVISION

AJ COTTENGIM

PROJECT ENGINEERING LEAD

AUTOMATION ENGINEERING & PLC/HMI SOFTWARE
DEVELOPEMENT SPECIALIST

CONTACT

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Sacramento, CA 95672

EDUCATION

BACHELOR OF SCIENCE IN
MOLECULAR & CELLULAR
BIOLOGY

California State University, Davis
2012

TECHNICAL PROFICIENCIES

- PLC / HMI Programming & Software Development
 - Allen Bradley / Rockwell
 - Schneider / Modicon
 - SCADAPack
 - Automation Direct / C-More
 - Maple
 - TESCO

CERTIFICATIONS

- Schneider
 - SE Control Expert
 - Schneider Unity
 - Telepace Studio
- ISA
 - TC05
 - Certified Automation Professional
 - Certified Controls System Technician (CCST)

SUMMARY

10 Years of Experience in PLC / HMI System Development and Design for Water/Wastewater Facilities

PERSONAL PROJECT EXPERIENCE

San Francisco Public Utility Commission (SFPUC) Biosolids Upgrade

This 5- Year project includes the integration of 20 Rockwell intelligent MCCs using the IntelCenter Power solution with Automatic Device Configuration. In addition, multiple Profibus field panels with network modules are to be made available for polling by a plant wide ovation DCS system. Lastly, multiple Modicon M580 PLCs are provided for equipment monitoring. Responsibilities included schedule & scope management, PLC programming and IIOT device configuration, as well as maintaining the master IO list for all EthernetIP, Modbus, BACnet, and Profibus data to be made available to DCS.

San Francisco Public Utility Commission (SFPUC) Ground Water Storage & Recovery

This project entailed the greenfield construction of 15 wells and 1 reservoir. Initial responsibilities included development and execution of process programming & instrumentation selection. 11 of the well sites required integration of an Eaton VFD with turning for power performance. During the course of the project, it was discovered that the ground water contained high levels of the contaminants C6 & NO3. I worked with chemical engineers to implement a solution for a system wide, real time, blending strategy to ensure operation of the wells. This solution was published in an ISA journal in January of 2019.

CERTIFICATIONS

- Rockwell
 - Rockwell Studio 5000
- Profibus
- OSAH 10

PERSONAL PROJECT EXPERIENCE CONTINUED

City of Brentwood

Wastewater Plant Improvements

This 3- year project was direct to owner with the intention of migrating the legacy PLC & SCADA to a modern-day solution. My responsibilities included a system assessment where the legacy Concept Quantum with InTouch SCADA were evaluated, and a project plan was established. I completed on-site verification of controls functionality with the operators, developed a sales and execution plan, drafted standardized process control narratives with Microsoft Word & Excel, and completed PLC Programming for 4 Modicon M580s to match the existing code.

San Jose Water Company

PLC Upgrade

This project was initially scheduled for a 2-year duration but was requested to be expedited to 1-year. Scope of the project included the upgrade of legacy Modicon Quantums to a modern substitute that would fit in the same form factor. I was tasked with working with the customer to develop a solution to minimize downtime while optimizing performance for the greater San Jose region. Project execution was completed with minimal oversight and required a high level of trust between the customer & myself as over 150 sites were upgraded without end user supervision.

RELEVANT WORK EXPERIENCE

TESCO Controls, Inc.

PLC Applications Engineering Supervisor (2017-2023)

TESCO Controls, Inc.

PLC Applications Engineer (2014-2017)



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SYSTEM INTEGRATION DIVISION

CONTACT

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Sacramento, CA 95672

EDUCATION

**BACHELOR OF SCIENCE
ELECTRICAL ENGINEERING**
California State University, Sacramento

TECHNICAL PROFICIENCIES

- PLC / HMI Programming & Software Development
 - Allen Bradley / Rockwell
 - Schenider / Modicon
 - Automation Direct / C-More
 - Phoenix Contact
 - TESCO
- Industrial Protocols
 - Ethernet/IP
 - DH+
 - DeviceNet
 - Profibus
 - Modbus/TCP
 - Modbus RTU

ZACH MIETZ

**FIELD SERVICE
TEAM LEAD**

SUMMARY

8 Years of Experience in Automation Engineering and Commissioning in the Water/Wasterwater and Semiconductor Industries.

PERSONAL PROJECT EXPERIENCE

Applied Materials - Centura ACP3 Servo Upgrade

- Supported customer to plan out an appropriate upgrade path for the legacy servo motors
- Managed the process of taking the customers needs to the R&D team to develop custom engineering samples
- Set up servo motors on their test tool, which included wiring, parameter setup, and servo tuning
- Supported the customer through their testing and validating the updated servo motors including torque testing, vibration testing, and wafer process control

City of San Mateo - WWTP Nutrient Removal and Wet Weather Expansion Project (GMP3)

- Lead the project life cycle from a technical perspective as the systems integrator
- Create control strategies for the new headworks treatment facility at the City of San Mateo's Wastewater Treatment Plant
- Program 9 different process areas including screenings, BNR, and Bioactiflo
- Program PLC to integrate with various signals including hardwired I/O, Ethernet/IP communications to drives, and Profibus instrumentation
- Integrate various vendor control packages into overall plant control system
- Utilize Rockwell's Process Objects Library to provide customer with standardized object-oriented programming

PERSONAL PROJECT EXPERIENCE CONTINUED

City of San Mateo – Immediate Action Project (IAP2)

- Coordinate with the City of San Mateo to upgrade the entire control system for the existing Wastewater Treatment Plant
- Work closely with operations and design team to develop new controls and graphical standards for the plant
- Programmed 12 PLCs to control various processes such as Chemical Treatment, Aeration, and Solids Handling
- Worked with field team to commission new control system which consists of testing programming logic and HMI with live equipment, configuring drives, troubleshooting electrical issues, and training operations staff

RELEVANT WORK EXPERIENCE

Panasonic Industrial Automation Business Division

Field Application Engineer (2023-2024)

Tesco Controls, Inc.

PLC Applications Engineering Supervisor (2021-2023)

Tesco Controls, Inc.

PLC Applications Engineer (2017-2021)

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SYSTEM INTEGRATION DIVISION

JESUS LOPEZ

Senior Field Service Technician

CONTACT

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Sacramento, CA 95826

EDUCATION

DeVry, Pomona, California A.S.

California State Polytechnic
University, Pomona California

TECHNICAL PROFICIENCIES

- Control Cabinet Installation & Demolition
- Experience performing Telemetry Testing & Validation
- Knowledge of Allen-Bradley PLCs & OITs; including programming, troubleshooting and system integration.
- Competent in calibrating industrial instruments to ensure precise measurements and optimal performance.

SUMMARY

Results-driven Field Service Engineer with hands-on experience in the demolition and installation of control cabinets, wire termination, and performing loop checks. Skilled in telemetry testing and validation, with expertise in Allen-Bradley PLCs and OITs. Proficient in instrument calibration and providing operations training to ensure efficient system performance. Strong technical acumen and a commitment to delivering high-quality service in diverse industrial settings.

PERSONAL PROJECT EXPERIENCE

City of Hobbs Potable Water SCADA System Replacement

Startup and commissioning efforts for eight (8) RTU control cabinets. Efforts included:

- Demolition of old and installation of new control cabinet
- Wire termination
- Loop Checks
- Telemetry testing and validation

Ethos Energy

Startup and commissioning efforts that included

- Allen-Bradley PLCs and OITs
- Instrument calibrations
- Operations training

RELEVANT WORK EXPERIENCE

EOS Energy Enterprises
Edison NJ (2023-2024)

CadBlue
Los Angeles (2023)

Markem-Imaje A Dover Co.
Los Angeles CA (2022-2023)

Diagraph an ITW Co.
Los Angeles CA (2014-2021)

Loma-Lock, an ITW Co.
Carol Stream IL (2012-2014)

Fuji Film, CES
Cypress CA (2012-2012)

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SYSTEM INTEGRATION DIVISION

ALEXANDER VALDEZ

Field Technician

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Sacramento, CA 95826

EDUCATION

ELECTRICAL
TECHNOLOGY

Perry Technical Institute,
Yakima WA

TECHNICAL PROFICIENCIES

- Motor Controls & PLC
- Conduit Bending & Lighting Install
- Switch hookups

SUMMARY

Skilled Field Service Engineer with expertise in RTU and UPS replacement services, telemetry communications troubleshooting, and repair. Proficient in the startup and commissioning of Modicon M340 RTUs. Strong problem-solving abilities, with a focus on ensuring system reliability and minimizing downtime. Experienced in providing efficient technical support and delivering high-quality service in complex industrial environments.

PERSONAL PROJECT EXPERIENCE

San Gabriel Valley Water District

- Conducted a comprehensive system-wide assessment of the district's flow meters and control cabinets to develop an enhanced asset list for management and future system upgrades.
- Field data collection, internal documentation, and the creation of detailed reports to support asset management and planning efforts.

Trabuco Canyon Water District

WML-SID provided regular field activities for the District.

- Replacement services for RTUs (Remote Terminal Units) and UPS (Uninterruptible Power Supply) Systems
- Troubleshooting and repair of telemetry communication systems.
- Startup and commissioning of Modicon M340 RTU

RELEVANT WORK EXPERIENCE

Hymas Farms

Mattawa WA (2020-2024)

Rosebud Vineyards

Mattawa WA (2020)

Northern Fuit

Mattawa WA (2019)

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SYSTEM INTEGRATION DIVISION

ALFONSO DUCREUX

ENGINEERING MANAGER
SI TECHNICAL SERVICES MANAGER

CONTACT

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EDUCATION

**B.S. ELECTRICAL ENGINEERING,
SPECIALIZATION: POWER,
CONTROLS AND COMPUTERS**

California State University of Los
Angeles, CA - 2008

CERTIFICATIONS

- AutoCAD Electrical - 2022

TECHNICAL PROFICIENCIES

- Electrical Engineering Design and Installation for Water/Wastewater Treatment Systems, Power Generation Design, and Manufacturing of Electrical, Instrumentation & Controls Equipment

SUMMARY

Experienced Senior Project and Electrical Engineer (BSEE) with proficiency in planning and leading multi-functional teams and contractors to complete short/long term project on schedule and within budget

PROFESSIONAL EXPERIENCE

Director of Engineering - TESCO Controls

- Manage a team of 50+ engineers, designers, drafters, and support staff who create electrical and industrial automation design for the water/wastewater industry.
- Set vision and direction of the organization based on company goals.
- Champion engineering best practices to ensure quality and client satisfaction.
- Maintain overall engineering initiatives.
- Develop training, standards, process improvements and tool upgrades to drive efficiencies to meet future industry demands.
- Promote development of client relationships on project and help engineering navigate technical issues within their project and the company.
- Collaborate with corporate/senior management on strategic decisions and initiatives.
- Drive quality improvements and monitor the quality of project deliverables.
- Confront and address performance/operational issues to improve efficiency.
- Lead and develop engineering team, including new hires, and existing employees.
- Focus on project schedules and timelines to keep projects on time and on target.
- Work with other departments and executive management to address corporate issues and initiatives for revenue improvement, billable hours tracking, productivity measurement, supply chain issues and quality improvements.
- Manage employees in the Sacramento, CA office as well as manage employees in our remote and out of state offices.
- Represent the company at industry events, and sales presentations.

PROFESSIONAL EXPERIENCE

Engineering Manager - TESCO Controls

- Supervising multi-functional teams and contractors on projects for water/wastewater treatment and critical infrastructure. Now managing 24 engineers at two sister companies.
- Strategic Planning, scope development, cost controls, risk management, constructability, scheduling, and resource allocation
- Involved in Several high-profile project (design-build automation, greenfield water/wastewater plants and remote station, system upgrades/legacy migration projects), including a large urban water treatment plant system upgrade to address increasing cybersecurity threats and end-of-life equipment, a massive rural wastewater reclamation project and functional life safety systems in the Century Freeway Tunnels, a highly traveled corridor to LAX and East County Advanced Water Purification Program in San Diego, California for the first surface water augmentation projects in the U.S to provide the region with water security for years to come.
- Responsible for managing the Electrical, Instrumentation and Controls Engineering Department

SoCal Lead Engineer (On-site) - TESCO Controls

- Work with new leadership team on defining company Future state
- Work with team on developing, promoting, and improving Redline Tracking System tool (Production issues improvement) for Engineering Department
- Work with team on developing Engineering Costing Tool
- Work with Team on establishing an Engineering Work Breakdown Structure for new jobs.
- Work with Team on developing, promoting, and improving Bill of materials tool for Engineering Department. Serve as well as the main point-of contact for the tool
- Work with team on establishing process to address Long Lead materials releases to purchasing
- Work with Financial Institution (HIG) team on establishing an SOP to setting up Engineering for success Initiative (Front End Engineering)
- Oversee that SoCal Engineers are meeting Utilization rates expectations for the department
- Develop and train new Supervisor on roles and responsibilities
- Oversee project execution on Team jobs and contribute on weekly workload reviews of assignments
- Serve as the Project Tech Lead for 30+million jobs
- Ensuring that the Engineering design of the team stay on schedule while resolving staff issues
- Chosen for September 2022 Class of 2022 Engineering Leader under 40, by Control Engineering Magazine/CFE Media

PROFESSIONAL EXPERIENCE

SoCal Lead Engineer (Hybrid) - TESCO Controls

- Develop Training for the department on Production process and internal tools
- Implemented and drove execution of Instrumentation Application for the Engineering Department.
- Supported/coordinated Engineering onboarding training for new hires in the SoCal territory and implemented feedback system to improve tools, processes, and procedures.
- Develop and train new Supervisor on roles and responsibilities.
- Successfully serve as a coach and mentor for the Temecula engineering team on TESCO processes/procedures, technical/ non-technical guidance, and new engineering initiatives by our quality department.
- Support Lead Production Engineer on managing, scheduling, and executing Southern California Projects.
- Support Lead Production Engineer on leading Production meeting (as required) for the Engineering department.
- Make sure to provide comprehensive and good quality QC review to Support Supervisors on their team projects.
- Coordinating the Initial Planning meetings for new projects. (2021
- Develop other Engineering remote facilities Team to follow TESCO process and procedures.
- Work with finance company (HIG) on engineering initiatives (ex. long lead items process, working on developing procedure on how to prepare engineers for success and others).

Supervisor Project Engineer - TESCO Controls

- Successfully serve mentor, coach, and supervisor for the Engineering team on processes/procedures, technical/non-technical guidance for 9 engineers
- Engineering initiatives for our quality department QC checklist initiates for upcoming Engineering team
- Oversee project execution on team job and contribute on workload review/assignments.
- Successfully complete design-built project exceeding customer satisfaction
- Solar analysis
- Strengthen relationship with design consultants and water agencies end users in So. California area to secure future company projects. Receive continuous positive feedback from End users on project success.
- Develop training needs internal/external plan for the Engineering Team and provided continues feedback to management on engineering remote office improvements.

PROFESSIONAL EXPERIENCE

Sr. I&C Engineer - TESCO Controls

- Field Investigations, determine customer requirement/ scope of work and gain experience in troubleshoots equipment.
- Create pump/motor control schematics and power sizing per customer requirements.
- Develop I/O lists and instrument lists per customer process requirements.
- Create power & control distribution designs (conduit sizing, wire sizing, tagging)
- Provide technical expertise to sales and marketing for bids and proposals for MCC, Switchgear, Service Entrance & ATS Design Experience
- Design MCCs containing VFDs, soft starters, motor controls, power monitors, panelboards.
- Design switchboards, switchgear & service entrance equipment per UL and EUSERC standards
- Calculate heating/cooling requirements for electrical equipment and select air conditioners, ventilation fans, heaters, enclosure insulation and sunshields as required.
- Gain VFD and Soft Starter Design Experience
- Select VFDs, create VFD wiring schematics and select VFD programming parameters.
- Select line/load reactors and/or dv/dt filters to mitigate VFD harmonics per IEEE-519
- Select soft starters, across-the-line starters, bypass contactors & overloads.
- Design Build projects
- Mentor new engineers in Wastewater, distribution (wells, Boosters Pump, Lift station and WW Treatment Stations
- Participated on Field Service Startups and testing.
- Resolve Technical Issues daily with the production floors, project managements, SCADA and programming working from a remote environment.
- Implemented instrumentation, Network & Telemetry, training for the department.
- Implemented tours on water & wastewater facilities.

RELEVANT WORK EXPERIENCE

TESCO Controls, Inc.

Director of Engineering (2023-2024)

Engineering Manager (2023)

SoCal Lead Engineer (2019-2023)

Supervisor Project Engineer (2017-2019)

Sr. I&C Engineer (2014-2017)

Luminant

Sr. Electrical Project Engineer (2013-2014)

Southern California Edison

Power, Instrumentation, and Control Engineer (2008-2013)

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SYSTEM INTEGRATION DIVISION

BRIAN DAMELIO

Electrical I&C Engineer

CONTACT

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Temecula, CA 92590

EDUCATION

**B.S., ELECTRICAL
ENGINEERING**

California State University,
Riverside

TECHNICAL PROFICIENCIES

- Submittal and O&M Documentation
 - AutoCAD
 - Component & Product Determinations
 - Interconnection & Loop Diagrams
- Customized Test Plans
- Allen-Bradley
- Eaton
- Schneider Electric
- NEC
- UL508A
- OSHA
- ControlNet
- DeviceNet
- Ethernet I/P
- Modbus
- Profibus

SUMMARY

10+ Years of Experience in Electrical Engineering, Motor Controls, PLC Control Systems, and Instrumentation for Industrial Water/Wastewater Projects

PERSONAL PROJECT EXPERIENCE

Trabuco Canyon Water District PLC Upgrades Project

Upgraded district-wide Rugid PLC system to Modicon M340. Worked closely with District personnel to understand site dependencies and potential design constraints.

Laguna Beach County Water District System PLC Upgrades, Standards Development & SCADA Integration

Upgraded district-wide PLC system to Allen Bradley 1769. Worked closely with District personnel to create standard designs for PLC panel layouts and I/O signal arrangement to create better consistency across the system.

Coachella Valley Water District WRP 7 PLC Upgrade

Upgraded water reclamation plant's PLC system to Emerson PACSystem. Consulted with District personnel to understand system and existing signals to incorporate into new PLC panels across the plant.

City of Encinitas Coast Highway 101 Sewer Pump Station Rehabilitation

Designed custom Motor Control Center with Eaton SVX9000 VFDs, isolation contactors and bypass starters to control sewer wetwell pumps with both relay logic and a local PLC. Additionally, selected flow, level and pressure instrumentation to incorporate into the system.

RELEVANT WORK EXPERIENCE

TESCO Controls, Inc.

Engineering Manager (2023-2024)

RELEVANT WORK EXPERIENCE CONT.

TESCO Controls, Inc.

Supervising Project Engineer (2023)

TESCO Controls, Inc.

Project Engineer (2015-2023)

TESCO Controls, Inc.

Engineering Intern (2014-2015)

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SYSTEM INTEGRATION DIVISION

BEN GREEN

AUTOMATION ENGINEER

ELECTRICAL & INSTRUMENTATION SPECIALIST

CONTACT

✉ ben.green@wmlylesco.com

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Sacramento, CA 95672

EDUCATION

**B.S., ELECTRICAL & ELECTRONIC
ENGINEERING**

California State University
Sacramento, California

TECHNICAL PROFICIENCIES

- Modicon
 - Modicon Momentum
- Allen-Bradley
 - SLC
 - MicroLogix PLC platform
 - Micro8800
 - ControlLogix CompactLogix
 - PanelView
 - FactoryTalk View ME
- Value Engineering & Design Review
- Customized Test Plans

SUMMARY

5+ Years of Experience in Programming of Switchgear, Motor Controls, PLC Control Systems and Instrumentation for Industrial Water/Wastewater Projects

PERSONAL PROJECT EXPERIENCE

**San Francisco Public Utilities Commission (SFPUC)
Recycled Water Treatment Facility**

Gained experience in leading and executing an advanced water filtration project within the water/wastewater industry. Demonstrated expertise in programming and integrating advanced water filtration systems incorporating microfiltration, reverse osmosis, decarbonation, chemical disinfection, and UV disinfection. Guided a team of programmers to author the PLC program and communication routines as well as configure the Modicon M580 PLC and remote I/O panels to seamlessly control water filtration processes. Proficient in integrating Magelis touchscreens and Modicon M580 with the customer DCS monitoring and control systems for enhanced operational efficiency. Adept at coordinating communication and control between vendor and plant PLCs, ensuring optimal performance and full control over water filtration processes. Skilled in programming and controlling Rockwell PowerFlex 755 drives via Ethernet Communications and Modbus TCP protocol. Additionally, adept in configuring and programming chemical feed processes for advanced water purification on a Modbus TCP/Profibus network.

PERSONAL PROJECT EXPERIENCE CONTINUED

Jefferson Parrish Department of Sewerage Rosethorne Wastewater Treatment Plant

Led a team of two programmers in the successful implementation of a small-scale wastewater treatment facility utilizing a sequence batch reactor process, achieving a plant treatment and process flow of up to 2.0 MGD. Treatment processes include sludge thickening through low-speed vortex mixing, supernatant removal and treatment, aerobic and anaerobic digestion, and chemical disinfection. Developed innovative control strategies and comprehensive documentation to enable continuous online processing of wastewater through a robust duplex reactor control scheme. Oversaw the development, quality assurance, and seamless implementation of PLC and HMI touchscreen programs, ensuring optimal performance and reliability of the control system. Collaborated closely with designers and stakeholders, ensuring the highest standards of quality, accuracy, and dependability in the control system.

RELEVANT WORK EXPERIENCE

TESCO Controls, Inc.

PLC Applications Supervisor (2018-2023)

Brown and Caldwell

Junior Design Engineer (2017-2018)



OT Cybersecurity Engineer



Stephen Goldsworth, CISSP

Certifications

- Project Management Professional (PMP), 2020
- Certified Information Systems Security Professional (CISSP), 2020
- ISA/IEC 62443 Cybersecurity Expert Certification, 2020
- ISA/IEC 62443 Cybersecurity Maintenance Specialist, 2020
- ISA/IEC 62443 Cybersecurity Design Specialist, 2020
- ISA/IEC 62443 Cybersecurity Risk Assessment Specialist, 2020

Articles and Publications

- Safeguarding SCADA Systems, Water & Wastes Digest, November 2019
- Complex Upgrades Demand Advanced Expertise, Applied Automation, October 2018

Professional Associations

- ISA, AWWA, PMI, ICS² Member

Professional Experience

Chief Technology Officer, JEGO Systems | Roseville, CA

2020 – Present

Stephen is the Chief Technology Officer for JEGO and focuses on SCADA system design & integration, automation standards development, ICS Cybersecurity, data analytics, and technical project management. Stephen is a certified ISA 62443 Cybersecurity Expert and CISSP. He focuses on providing integrators, consultants, and end-users with practical, clear, and actionable approaches to the ICS industries' cybersecurity challenges. He also gives end-users Education, Assessment, Design, Integration, and Lifecycle services to help meet the client's organizational goals.

Systems Engineering Manager, Tesco Controls | Sacramento, CA

2017 – 2020

Stephen led a team of technical system engineers in proposals for large SCADA System projects in the water and wastewater industry. Provide systems engineering in coordination with subject matter experts in PLC, SCADA, and network architecture to produce modern SCADA system designs focusing on Cybersecurity requirements, disaster recovery planning, and high availability designs for end-user systems.

SCADA Software Manager, Tesco Controls | Sacramento, CA

2014 – 2017

Stephen managed 18 SCADA Engineers responsible for over \$30 million annually in professional SCADA services provided to customers in the water and wastewater industry. Stephen developed and presented industry seminars on virtualization, SCADA mobility, and Cybersecurity topics.

Sr. SCADA Engineer, Tesco Controls | Sacramento, CA

2009 – 2014

Responsible for developing new and existing SCADA applications for the water & wastewater industry. Software development work performed on SCADA platforms, including Wonderware InTouch, FactoryTalk View SE, RSView32, Fix32, and ClearSCADA.



SCADA & Network Architecture Design



Web Jessup

Areas of Expertise

- SCADA & PLC application development for Water and Wastewater Systems

Special Training & Skills

- Rockwell FactoryTalk
- ClearSCADA
- Wonderware
- Citect
- SCADAPack PLC
- Allen-Bradley PLC
- Modicon PLC
- Fortinet Fabric
- VMWare Platform
- Brocade & Cisco Switching
- Dell, Lenovo, HP Computing
- SQL & PI Database Platforms

Education

- B.S., Electronics Engineering, DeVry Institute of Technology

Professional Experience

Chief Executive Officer, JEGO Systems | Roseville, CA

2015 – Present

Web is focused on developing high-quality ICS products and services for the Water, Wastewater, Power, and Material handling industries from development to implementation and ongoing lifecycle services. Web provides integration, consulting, and secure architecture solutions tailored to each System, large or small. He aims to provide the most secure, functional, and scalable modern SCADA solutions rooted in ICS industry best practices. His areas of expertise include developing GUI screens, database design, reporting and analytics, network architecture, and process control strategy engineering. Web has extensive development experience and a wide breadth of knowledge in control system architecture and process control. Web is experienced with most programming control disciplines in SCADA and PLC platforms from manufacturers, including Rockwell, Schneider, and Inductive Automation.

Industrial Software Engineer, SumControl LLC | Roseville, CA

2009 – 2015

Responsible for sales, engineering, internal integration, and automation development projects. Web developed specifically engineered solutions for clients of various industries, including PLC hardware and software and SCADA development. He has produced over 200 conveyor system PLC programs for FedEx facilities nationally. Web developed over 70 HMI applications for FedEx facilities nationally. Developed 15 conveyor system PLC programs and HMI applications for OnTrac facilities nationally and supported JEGO's development of software solutions for numerous manufacturing, power, and water/wastewater end users.



Data Engineer & Security Architect



Michael Goldsworth

Areas of Expertise

- Web Application Security
- Database Security
- Cloud Security
- Data Analytics
- Data Integration

Special Training & Skills

- Python
- Java
- C#
- SQL
- Amazon AWS
- Canary Labs Historian

Education

- Bachelor of Computer Science Degree, Minor in Mathematics, Washington State University-Pullman, WA
- Graduated Magna Cum Laude

Professional Experience

Database and Security Architect, JEGO Systems | Roseville, CA *2018 – Present*

Mike is responsible for designing and implementing scalable solutions for distributed network environments, cross-platform applications spanning physical and cloud-based infrastructure, complex multi-threaded applications, performance solutions and enhancements, monitoring and alerting systems, and resilient OS services/daemons. Michael is skilled in all aspects of data management and security, automation, modular programming, and simplifying UI while increasing user experience falls within his expertise. He constantly seeks ways to make development clear, understandable, and well-defined.

Senior Software & Security Engineer, Tableau | Kirkland, WA *2012 – 2018*

Architected multiple tools and services utilizing unified database deployments and services. Team lead responsible for managing on-premise build infrastructure transitions to cloud and VM services. Michael managed the deployment and maintenance of critical build infrastructure services across multiple domains. Developed core cross-platform solutions for building infrastructure deployment and management. Drove critical internal architecture solutions for secure management of core services across domains. Identified loss of critical customer-facing functionality and took ownership of developing a new solution.

Software Developer, Microsoft | Redmond, WA *2008 – 2012*

Part of a team responsible for developing and testing new features for worldwide applications. Responsible for developing and following feature test specifications to completion. Developing test infrastructure and shared code base for multiple product features. Accountable for test case implementation, ownership, and management of several product features. Managing cross-team relationships for product implementation and validation. Responsible for feature bug tracking, resolution, and validation. Management of core services across domains.



James Ronnow
Project Manager / Systems Specialist

Over 15 years of management and coordination experience. James has worked in several industries managing projects, employees, and timelines: as well as working extensively with documentation, budgeting, and report generation. James has worked with many engineering firms, integrators, and utility districts to assist with radio communication system assessment, design, and upgrades.

Key Achievements

Project Management for the City of Antioch SCADA Radio System Assessment and Upgrades

Worked with the City to upgrade outdated radio equipment reported as having connection issues. Oversaw Computer Path Studies and On-Site Radio Survey to collect performance data. Aided in the design of a new radio layout, including added redundancy communication with Cellular capable radios. Oversaw the installation and commissioning of the new radio system.

Ongoing work with the Contra Costa Water District to provide Annual Preventative Maintenance, Radio Troubleshooting, and System Upgrades

Coordinates with the District and ATG techs to perform annual system checks to ensure the health and reliability of their Master Station/Access Point locations. Assisted the District in replacing radios at key locations from legacy equipment to modern radios with added cellular redundancy. Assisted in adding new sites to the existing SCADA system by overseeing the installation of new radios and antenna systems.

Project Manager: Napa Sanitation District Radio System Upgrade

Worked with the District to perform a site-by-site system analysis of their existing radio network. Managed ATG team to install upgrades to their radios, antenna, and antenna systems; as well as the installation of cellular antennas and unlicensed 900MHz radios with cellular backup.

Multiple Telemetry Studies & Surveys for the South Coast Water District

Oversaw Computer Path Studies and On-Site Radio Surveys for several locations being added, upgraded, or moved. Coordinated with the District directly and through various integrators to perform these studies and make system design recommendations based on the findings.

Jeff Gillam

Systems Engineer / Field Services Technician



Jeff Gillam has over 35 years of experience in wireless technologies including SCADA, Licensed Microwave, RF Path Studies, and Radio Surveys. Jeff has surveyed, designed, and deployed Licensed Microwave systems for Water, Power, and Oil & Gas industries throughout the state of California. Jeff has developed reliable and successful methods for RF system design using computer aided path analysis and thorough field surveys. Jeff has used these tools for the successful design, installation, and acceptance testing of licensed Microwave and SCADA systems throughout the region. Jeff has extensive knowledge and hands-on experience with multiple microwave manufacturers providing understanding of the different characteristics and benefits that each manufacturer provides.

Key Achievements:

Design, Survey, Deploy, and Maintain a Multi-Site Licensed Microwave Backhaul system for a Southern California DWP

Upgrade and deployment strategy for the City's migration from an existing unlicensed microwave system to a licensed microwave system. This included converting the Microwave backbone to licensed frequencies and Moseley equipment, as well as developing new sites with towers and path planning to incorporate and develop a stable and reliable ring topology. Modernized the SCADA system with the deployment of GE MDS Ethernet radios. Became the Wireless Services Provider beginning in 2012 including all maintenance and future strategies.

Design, Survey, Deploy, and Maintain a Multi-Site Licensed SCADA System Upgrade Including Microwave Backbone for a California Water District

Designed, surveyed, and installed a multi-site ring topology backbone to support a GE MDS iNET-II radio SCADA system. This included the migration from the unlicensed network to a licensed microwave system where new sites were developed requiring tower modification and topology design implementation. Ongoing support and consultation for future growth and maintenance.

Designed, Surveyed, and installed a Microwave and SCADA System in the East Kern, Tule, Kaweah, and Bishop Creek Hydro-electric facilities, Southern California Edison

Working closely with SCE Engineering staff, Jeff designed a SCADA system with microwave backhaul for several hydro-electric facilities in rugged difficult terrain. This system included radio surveys and the installation of radio equipment.

Designed, Surveyed, and Installed a Citywide Licensed Microwave Private Network for a Kern County Financial Institution

Complete system design including disguised towers and installations for densely populated areas. Licensed Microwave system using Telco Grade equipment with criteria of high reliability and efficiency at 99.999% availability. Deployed Aviat & Moseley equipment for over 19 sites creating a licensed microwave ring topology. Ongoing preventive maintenance and growth strategies.



APPENDIX

PROFESSIONAL SERVICES AGREEMENT





Since our inception in 1945 in the Central California oil fields of Avenal, W. M. Lyles Co. has evolved into a dynamic and multifaceted environmental construction company, executing projects across the western United States. Our journey began with traditional pipeline construction, and over the decades, we have expanded our expertise to encompass a wide array of construction activities related to water, wastewater, and sustainable project initiatives.

The addition of our Systems Integration Division marks a significant milestone in our growth by empowering us to self-perform critical aspects of our infrastructure projects, enhancing our ability to deliver seamless and efficient solutions, including but not limited to Design and Implementation of Control Systems, PLC Programming, Instrumentation and Control, Network and Communication Systems, System Integration and Testing, and Cybersecurity. By leveraging our in-house expertise, we ensure precision and control over every aspect of your project, resulting in seamless communication and a superior outcome.

With a legacy of excellence and innovation, W. M. Lyles Co., System Integration Division continues to set new standards in the construction industry, consistently delivering projects that prioritize safety and exceed expectations.



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SYSTEM INTEGRATION DIVISION



COST ESTIMATES OF CONSULTING FEES

Our team is dedicated to delivering a high-quality SCADA Master Plan that fulfills the District's objectives while ensuring strict adherence to the established schedule and budget. We achieve this through a strategic focus on quality assurance, meticulous scheduling, and cost optimization.

Quality Control

We utilize a rigorous quality assurance framework to ensure all deliverables meet or exceed the District's standards, reflecting precision and reliability:

- **Layered Reviews:** Every deliverable undergoes internal peer reviews by subject matter experts to ensure technical accuracy, clarity, and alignment with project requirements. Each task in the work breakdown structure includes dedicated quality control checkpoints.
- **Stakeholder Engagement:** Regular workshops and milestone reviews at the 30%, 60%, and 90% stages ensure District goals are consistently aligned with project progress. This collaborative approach allows for timely adjustments and stakeholder input.
- **Document Management:** All reports, drawings, and specifications are prepared using standardized templates and rigorously validated against the scope of work to maintain consistency and compliance.

Schedule Management

A well-defined project schedule ensures timely delivery of all milestones while maintaining flexibility to adapt as needed:

- **Phased Execution:** We break down tasks into manageable phases with clear milestones, enabling efficient progress monitoring and timely adjustments. For larger tasks, such as the evaluation of ICS assets, multiple teams will be deployed to meet deadlines without compromising quality.
- **Progress Tracking:** Our dedicated project managers oversee task completion, conduct regular progress meetings with District representatives, and provide transparent updates to ensure clarity and accountability.
- **Risk Mitigation:** Potential delays are proactively identified, and mitigation strategies are implemented to keep the project on track and ensure compliance with the timeline.

Cost Management

Our approach to cost management emphasizes efficiency, transparency, and alignment with the District's financial objectives:

- **Comprehensive Cost Estimates:** Each task includes a detailed breakdown of man-hours, resources, and associated costs, giving the District full visibility into budget allocation.
- **Cost Monitoring:** Advanced project management tools are used to track budgets, ensuring expenses stay within the "not-to-exceed" limits while maintaining financial discipline.
- **Value Optimization:** As the project evolves, opportunities for value engineering will be identified to achieve cost savings without compromising on quality or project goals.

This integrated focus on quality assurance, schedule adherence, and cost management ensures a seamless and successful execution of the SCADA Master Plan. Our structured approach delivers superior outcomes while providing exceptional value and meeting the District's highest standards.

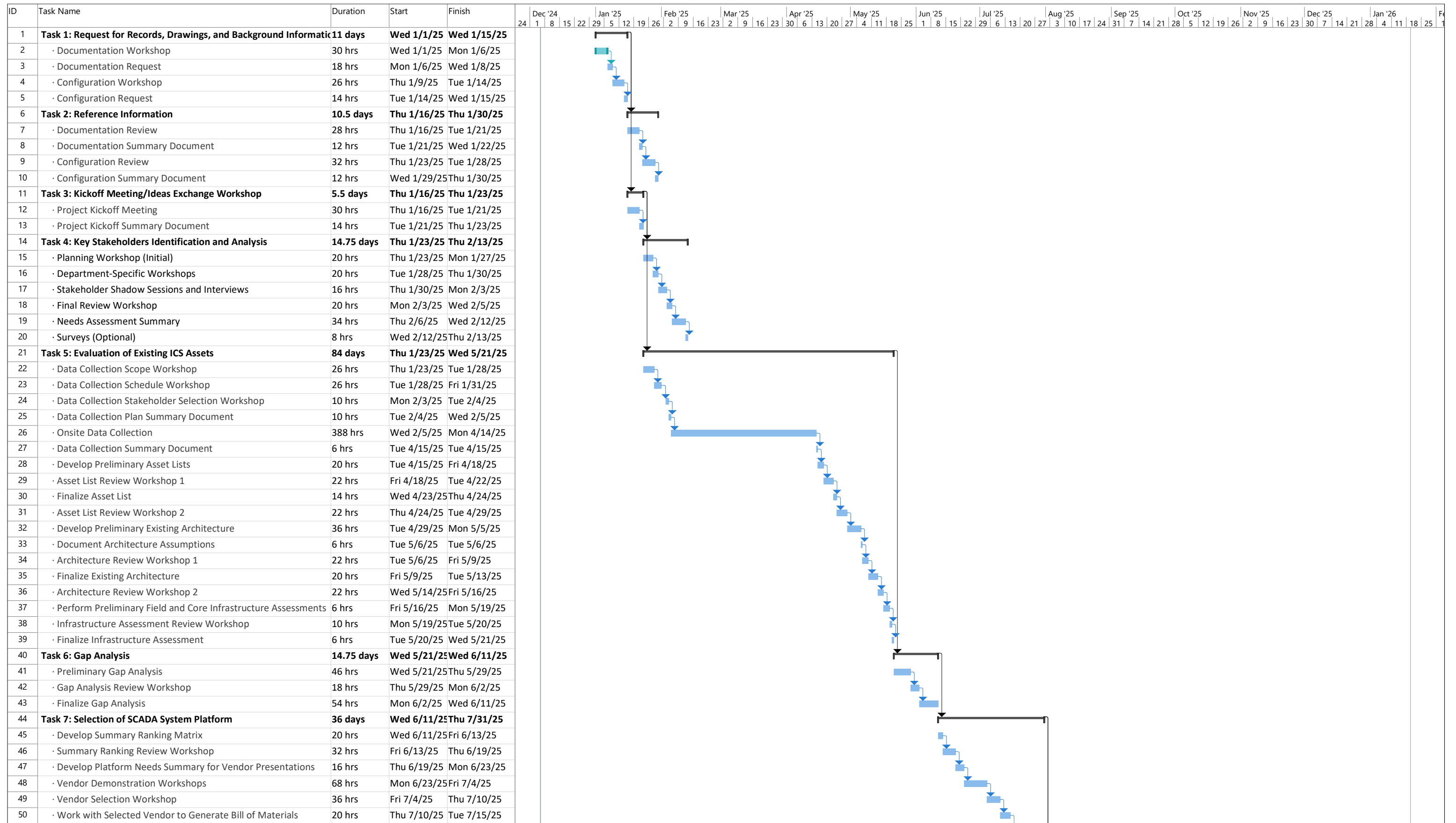
		W. M. Lyles Co, System Integration Division					JEGO Systems	Applies Technologies Group	Task Pricing	
Project Tasks	PM	SCADA & Data Collection	PLC Hardware & Software	Network & Telemetry	Field Activities	I&C Engineers	Cybersecurity & Network Eng	Telemetry Activities	Total Task Hours	Total Taks Cost
Task 1: Request for Records, Drawings, and Background Information	24	11	9	12	8	0	24	0	88	\$ 17,160.00
· Documentation Workshop	8	4	4	4	4	0	6		30	\$ 5,850.00
· Documentation Request	4	2		2	4		6		18	\$ 3,510.00
· Configuration Workshop	8	4	4	4			6		26	\$ 5,070.00
· Configuration Request	4	1	1	2			6		14	\$ 2,730.00
Task 2: Reference Information	12	14	6	4	12	0	36	0	84	\$ 16,380.00
· Documentation Review	4	4	4		4		12		28	\$ 5,460.00
· Documentation Summary Document	2	4					6		12	\$ 2,340.00
· Configuration Review	4	2	2	4	8		12		32	\$ 6,240.00
· Configuration Summary Document	2	4					6		12	\$ 2,340.00
Task 3: Kickoff Meeting/Ideas Exchange Workshop	8	8	4	0	8	4	12	0	44	\$ 8,580.00
· Project Kickoff Meeting	4	4	4		8	4	6		30	\$ 5,850.00
· Project Kickoff Summary Document	4	4					6		14	\$ 2,730.00
Task 4: Key Stakeholders Identification and Analysis	14	30	26	0	0	8	40	0	118	\$ 23,010.00
· Planning Workshop (Initial)	4	4	4			4	4		20	\$ 3,900.00
· Department-Specific Workshops	4	6	6				4		20	\$ 3,900.00
· Stakeholder Shadow Sessions and Interviews		4	4				8		16	\$ 3,120.00
· Final Review Workshop	4	4	4			4	4		20	\$ 3,900.00
· Needs Assessment Summary	2	8	8				16		34	\$ 6,630.00
· Surveys (Optional)		4					4		8	\$ 1,560.00
Task 5: Evaluation of Existing ICS Assets	32	42	38	20	328	8	204	0	672	\$ 131,040.00
· Data Collection Scope Workshop	4	4	4		4	4	6		26	\$ 5,070.00
· Data Collection Schedule Workshop	4	6	6		4		6		26	\$ 5,070.00
· Data Collection Stakeholder Selection Workshop	4						6		10	\$ 1,950.00
· Data Collection Plan Summary Document		4					6		10	\$ 1,950.00
· Onsite Data Collection		4	4		320		60		388	\$ 75,660.00
· Data Collection Summary Document							6		6	\$ 1,170.00
· Develop Preliminary Asset Lists		4	4				12		20	\$ 3,900.00
· Asset List Review Workshop 1	4	4	4			4	6		22	\$ 4,290.00
· Finalize Asset List		4	4				6		14	\$ 2,730.00
· Asset List Review Workshop 2	4			12			6		22	\$ 4,290.00
· Develop Preliminary Existing Architecture							36		36	\$ 7,020.00
· Document Architecture Assumptions							6		6	\$ 1,170.00
· Architecture Review Workshop 1	4	6	6				6		22	\$ 4,290.00
· Finalize Existing Architecture				8			12		20	\$ 3,900.00
· Architecture Review Workshop 2	4	6	6				6		22	\$ 4,290.00
· Perform Preliminary Field and Core Infrastructure Assessments							6		6	\$ 1,170.00
· Infrastructure Assessment Review Workshop	4						6		10	\$ 1,950.00
· Finalize Infrastructure Assessment							6		6	\$ 1,170.00
Task 6: Gap Analysis	6	32	32	8	0	16	24	0	118	\$ 23,010.00
· Preliminary Gap Analysis	2	12	12			8	12		46	\$ 8,970.00
· Gap Analysis Review Workshop	4	4	4				6		18	\$ 3,510.00
· Finalize Gap Analysis		16	16	8		8	6		54	\$ 10,530.00

		W. M. Lyles Co, System Integration Division					JEGO Systems	Applies Technologies Group	Task Pricing	
Project Tasks	PM	SCADA & Data Collection	PLC Hardware & Software	Network & Telemetry	Field Activities	I&C Engineers	Cybersecurity & Network Eng	Telemetry Activities	Total Task Hours	Total Taks Cost
Task 7: Selection of SCADA System Platform	16	60	40	0	0	20	152	0	288	\$ 56,160.00
· Develop Summary Ranking Matrix		8					12		20	\$ 3,900.00
· Summary Ranking Review Workshop	8	8	4				12		32	\$ 6,240.00
· Develop Platform Needs Summary for Vendor Presentations		4					12		16	\$ 3,120.00
· Vendor Demonstration Workshops		16	16				36		68	\$ 13,260.00
· Vendor Selection Workshop	8	8	8				12		36	\$ 7,020.00
· Work with Selected Vendor to Generate Bill of Materials		8					12		20	\$ 3,900.00
· Develop Preliminary Field and Core Infrastructure Bill of Materials						8	32		40	\$ 7,800.00
· Preliminary Field Infrastructure Bill of Materials Review Workshop		4	6			6	12		28	\$ 5,460.00
· Preliminary Core Infrastructure Bill of Materials Review Workshop		4	6			6	12		28	\$ 5,460.00
Task 8: ICS Cybersecurity System Architecture Design	64	52	28	28	0	0	616	0	788	\$ 153,660.00
· Gap Assessment Approach Workshop	4	4	4	4			6		22	\$ 4,290.00
· Gap Assessment							40		40	\$ 7,800.00
· Gap Assessment Results Review Workshop 1	4	4	4	4			6		22	\$ 4,290.00
· Finalize Gap Assessment Results							12		12	\$ 2,340.00
· Gap Assessment Results Review Workshop 2	4	4	4				6		18	\$ 3,510.00
· Architecture Review Preliminary Workshop	4	4					6		14	\$ 2,730.00
· Perform Architecture Review							24		24	\$ 4,680.00
· Architecture Review Workshop	4	4					6		14	\$ 2,730.00
· Document Architecture & Configuration Review Results							6		6	\$ 1,170.00
· Develop Preliminary Cybersecurity Requirements Summary							36		36	\$ 7,020.00
· Cybersecurity Requirements Summary Review Workshop 1	4	4					6		14	\$ 2,730.00
· Finalize Cybersecurity Requirements Summary							12		12	\$ 2,340.00
· Cybersecurity Requirements Summary Review Workshop 2	4	4					6		14	\$ 2,730.00
· Develop Proposed Architecture				8			36		44	\$ 8,580.00
· Develop Recommendations Summary							36		36	\$ 7,020.00
· Proposed Architecture Review Workshop	4	4	4	4			6		22	\$ 4,290.00
· Recommendations Review Workshop	4	4					6		14	\$ 2,730.00
· Finalize Proposed Architecture & Recommendations							12		12	\$ 2,340.00
· Proposed Architecture and Recommendations Review Workshop	4						6		10	\$ 1,950.00
· Incident Response Workshop	4						6		10	\$ 1,950.00
· Incident Response Draft Plan							60		60	\$ 11,700.00
· Incident Response Plan Review Workshop	4	4					6		14	\$ 2,730.00
· Disaster Recovery Workshop	4	4	4				6		18	\$ 3,510.00
· Disaster Recovery Draft Plan							60		60	\$ 11,700.00
· Disaster Recovery Plan Review							6		6	\$ 1,170.00
· Finalize Incident Response and Disaster Recovery Plans							12		12	\$ 2,340.00
· Review Policy & Procedure Needs Workshop	4						6		10	\$ 1,950.00
· Develop Baseline Policies & Procedures							120		120	\$ 23,400.00
· Baseline Policy & Procedure Review Workshop 1	4	4	4	4			6		22	\$ 4,290.00
· Update Baseline Policies & Procedures							16		16	\$ 3,120.00
· Baseline Policy & Procedure Review Workshop 2	4	4	4	4			6		22	\$ 4,290.00
· Finalize Baseline Policies & Procedures							32		32	\$ 6,240.00

Project: W. M. Lyles Co. | Control System Master Plan
 Presented by: W. M. Lyles Co. in collaboration with JEGO Systems

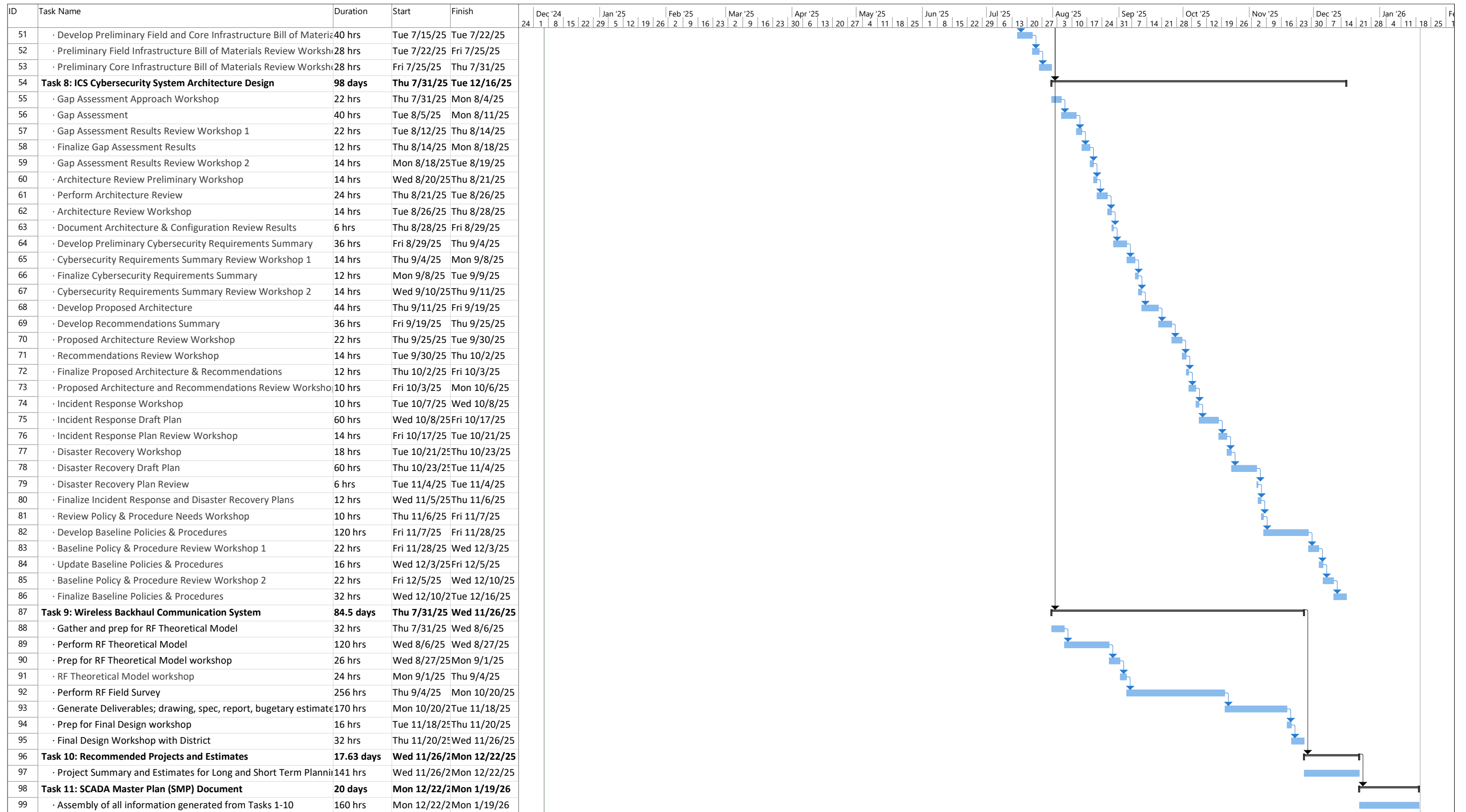
Project Tasks	W. M. Lyles Co, System Integration Division						JEGO Systems	Applies Technologies Group	Task Pricing	
	PM	SCADA & Data Collection	PLC Hardware & Software	Network & Telemetry	Field Activities	I&C Engineers	Cybersecurity & Network Eng	Telemetry Activities	Total Task Hours	Total Taks Cost
Task 9: Wireless Backhaul Communication System	22	64	8	244	0	50	0	288	676	\$ 131,820.00
· Gather and prep for RF Theoretical Model				16				16	32	\$ 6,240.00
· Perform RF Theoretical Model				120					120	\$ 23,400.00
· Prep for RF Theoretical Model workshop	4	4		10				8	26	\$ 5,070.00
· RF Theoretical Model workshop	8	4		4				8	24	\$ 4,680.00
· Perform RF Field Survey								256	256	\$ 49,920.00
· Generate Deliverables; drawing, spec, report, bugetary estimate		40		80		50			170	\$ 33,150.00
· Prep for Final Design workshop	2	8		6					16	\$ 3,120.00
· Final Design Workshop with District	8	8	8	8					32	\$ 6,240.00
Task 10: Recommended Projects and Estimates	24	80	0	0	0	0	40	0	144	\$ 28,080.00
· Project Summary and Estimates for Long and Short Term Planning	24	80					40		144	\$ 28,080.00
Task 11: SCADA Master Plan (SMP) Document	40	40	16	8	0	16	40	0	160	\$ 31,200.00
· Assembly of all information generated from Tasks 1-10	40	40	16	8		16	40		160	\$ 31,200.00
Total Project Hours by Involvement	262	433	207	324	356	122	1188	288	3180	\$ 620,100.00

Total Hours	3180
Rate	\$ 195
Non-Labor Cost	\$ 117,000
Total Price	\$ 737,100



Project: WVWD SCADA Master
Date: Fri 12/6/24

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			



Project: WVWD SCADA Master Date: Fri 12/6/24	Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
	Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
	Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

W. M. Lyles Co. System Integration Division

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 9th day of December, 2024 (“Effective Date”) is by and between West Valley Water District (“District”) and W. M. Lyles Co. System Integration Division (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

(a) Subject to subsection (b) below, the term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.

(b) This Agreement shall renew automatically for continuous one (1) year periods for no more than two (2) additional years, unless either Party, prior to the end of the existing one (1) year period, delivers written notice to the other Party, that the Agreement shall not be extended.

(c) If a Task Order (as defined herein) is in effect at the expiration of the term of this Agreement, the term of this Agreement will automatically extend until Consultant completes the services under said Task Order, or until the Agreement is otherwise terminated, as set forth herein.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the District’s General Manager or Assistant General Manager, or their designee, (“Authorized Representative”) issue task orders (“Task Orders”) to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit “A” attached hereto and by this reference incorporated herein. The Task Order shall set forth: (1) the scope of services to be performed by Consultant; (2) the compensation to be paid to Consultant; and (3) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel"). Consultant shall not substitute or remove Key Personnel without the prior written consent of District.
- 2.4** Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its services, as more particularly described in this Agreement and each Task Order in accordance with generally accepted professional practices and current standards of care and diligence normally practiced by members of the profession currently practicing under conditions of a similar nature. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

- 2.5** Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force

Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay. Notwithstanding the foregoing, District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

Section 3. Additional Services and Changes in Services

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders unless such additional services are authorized in advance and in writing by District.
- 3.2 If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

- 4.1 By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
 - (a) investigate and consider the services to be performed;
 - (b) carefully consider how and within what time frame the services should be performed;

- (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
- (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order and maintain all required licenses during the performance of such Task Order.

4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

- 5.1** In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of the Task Orders. Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Consultant shall furnish District monthly with an original invoice for all services performed and expenses incurred under a Task Order during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3** District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement and the Task Order. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.

- 5.5 No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. Required Documentation Prior to Performance.

- 6.1 Consultant will not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance (“Insurance”) as required under Exhibit “C” attached hereto and by this reference incorporated herein; and
 - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant’s own risk.

Section 7. Project Documents.

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, “Project Documents”) prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District’s prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant’s Books and Records.

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or

records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.

8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

8.3 Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

9.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

9.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in

any manner officials, officers, employees or agents of District.

- 9.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws and California Labor Code.

- 10.1** Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.
- 10.2** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- 10.3** If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- 10.4** This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance

requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena,

notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

13.1 Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the sole negligence or intentional acts of District or its Representatives (as solely defined below).

13.2 To the fullest extent permitted by law, Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the services covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the services provided under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives ; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the Claim and charge all of the direct or incidental costs of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

13.3 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit "C." All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

15.1 The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

15.2 Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which said approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

- 16.1** District may terminate this Agreement, with or without cause, at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession, including, but not limited to, Project Documents must be returned to District immediately. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. If said termination occurs prior to completion of any Task Order for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such Task Order completed but not paid prior to said termination.
- 16.3** Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

Section 17. Notices.

- 17.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District: West Valley Water District
 855 West Base Line Road
 P. O. Box 920
 Rialto, CA 92377
 Attention: General Manager

(Tel.) 909-875-1804
(Fax) 909-875-1849

To Consultant: W. M. Lyles Co. System Integration Division
 Attention: Shain Thomas
 Address: 9332 Tech Center Drive Suite 300
 Phone Number: 916-644-9500
 Email: Shain.Thomas@wmlylesco.com

**** Please send all invoices by:**

Email: apinvoices@wvwd.org

or

*Mail: West Valley Water District
Accounts Payable
P.O. Box 190
Rialto, CA 92377*

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement and all attachments contain the entire, complete, final and exclusive agreement and understanding of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.
- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

18.11 Cooperation. Consultant shall cooperate in the performance of work with District and all other agents.

18.12 Time of Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

18.13 Counterparts. This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE WEST VALLEY WATER DISTRICT
AND W. M. LYLES CO. SYSTEM INTEGRATION DIVISION**

IN WITNESS WHEREOF, the Parties have caused this Agreement 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**

By _____
Gregory Young, President

By _____
John Thiel, General Manager

By _____
Elvia Dominguez, Board Secretary

CONSULTANT:

W. M. Lyles Co. System Integration Division

By  _____

Shain Thomas
Vice President and Division Manager

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this _____ day of _____, 2024 by and between West Valley Water District, a public agency of the State of California (“District”) and _____ (“Consultant”).

RECITALS

- A. On or about _____, 2024 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**

John Thiel, General Manager

Board Secretary

CONSULTANT:

Vendor Name Here _____

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1
SCOPE OF SERVICES

EXHIBIT "2"
TO
TASK ORDER NO. 1
COMPENSATION

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

EXHIBIT B
KEY PERSONNEL

Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

[INSERT]

EXHIBIT C
INSURANCE

INSURANCE

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement

- B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.
- C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.
- D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.
- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages,

expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed “primary” so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days’ prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District’s right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best’s Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant’s expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.

- N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.

**WEST VALLEY WATER DISTRICT
CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

This CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (“Agreement”) is entered into as of the 9th day of December, 2024 (“Execution Date”) by and between the West Valley Water District (“Disclosing Party”) with its offices located at 855 W. Base Line Road, Rialto, CA 92377, and W. M. Lyles Co. System Integration Division (“Consultant”) with its offices located at 9332 Tech Center Drive Suite 300, Sacramento, CA 95826. The Disclosing Party and Consultant are sometimes referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

A. Disclosing Party is a public agency and water provider duly formed and operating under the County Water District Law set forth in Water Code Section 30000 et. seq. Disclosing Party has issued a Request for Proposals (“RFP”) for consulting services to provide a SCADA Instrumentation and Control System Master Plan. The SCADA Master Plan will identify, evaluate, and recommend to the Disclosing Party instrumentation, communication, and control system(s) for future replacements for the existing ICS for the Disclosing Party’s treatment plants, wells, pumping stations, reservoirs, power monitoring and control, and remote automatic control valves. Unless otherwise mentioned, the capitalized terms in this Agreement will have the same meaning as set forth in the RFP.

B. Consultant has been awarded the Contract for the SCADA Master Plan. Pursuant to the conditions of the Contract, and as required under the RFP, Consultant is required to enter into this Agreement. This Agreement is part of Consultant’s obligation to keep all information pertaining to the SCADA and I&C systems confidential. Such information shall not be shared with any other parties without the Disclosing Party’s written permission. This Agreement serves as the Non-Disclosure Agreement that Consultant is required to execute prior to executing the Contract.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements set forth below, the Parties hereto agree as follows:

1. Confidential Information

(a) For purposes of this Agreement, the term “Confidential Information” shall be deemed to be used in the most comprehensive and broadest sense and shall mean all information generated and/or provided by Disclosing Party, that is confidential and/or proprietary in nature, including without limitation, all of Disclosing Party’s information pertaining to the SCADA and I&C systems. Said obligation shall apply regardless of whether any such Confidential Information is marked as “Confidential” or “Proprietary.”

(b) The Parties agree that the Confidential Information is and shall remain the sole and exclusive proprietary property of Disclosing Party, and except for the stated purposes set forth in this Agreement, that Consultant (with respect to Confidential Information of Disclosing Party) shall not acquire any license or other right whatsoever in the Confidential Information by virtue of this Agreement or by virtue of any disclosure of the Confidential Information pursuant hereto.

2. No Disclosure Consultant agrees to hold and maintain the Confidential Information in the strictest confidence as it does with its own information of like kind and shall not disclose all or any portion of the Confidential Information to any other party. Consultant shall not disclose or permit the disclosure of all or any portion of the Confidential Information to any employee, agent, or other representative of such party and/or its affiliate(s) other than those with a need to know who have been advised of this Agreement and such party's obligations hereunder and agree to follow the terms of this Agreement.

3. Indemnification Consultant agrees to hold and maintain all of the Confidential Information for the sole and exclusive purposes set forth in this Agreement, and shall not use the Confidential Information for any other purpose. Consultant shall indemnify and hold harmless Disclosing Party from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, arising from the performance of this Agreement but only in proportion to and to the extent such claims, liabilities, expenses or damages are caused by or result from the negligent or intentional acts or omissions of the Consultant, its officers, employees, or agents.

4. Term The term of this Agreement shall commence on the Execution Date and shall remain in effect until the date of full performance of the Contract pursuant to the terms and conditions of said Contract. Upon expiration of this Agreement, all Confidential Information that has been provided to Consultant shall be returned to Disclosing Party or otherwise deleted or removed from the possession of Consultant in the manner as determined in Disclosing Party's sole discretion.

5. General Provisions

(a) Governing Law This Agreement shall be governed solely by California law. Disclosing Party and the Consultant each hereby specifically agree that any legal action regarding this Agreement shall be commenced and maintained solely in, and hereby specifically consent to venue in and the jurisdiction of, the State and Federal District Courts located in San Bernardino County, California.

(b) Binding Agreement The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective affiliates, successors and assigns. This Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of both Parties.

(c) Partial Invalidity If any part of this Agreement is declared invalid for any reason, such determination or ruling shall not affect the validity of the rest of the Agreement. The other parts of the Agreement shall remain in effect as if the Agreement had been executed without the invalid part. The Parties hereby declare that they intend and desire that the remaining parts of the Agreement continue to be effective without any part or parts that have been declared invalid.

(d) Counterparts This Agreement may be executed in counterparts, each of which shall be deemed an original. The signature of a Party by electronic means shall have the same effect as an original signature.


(e) No Waiver The failure of any Party hereto at any time to enforce any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or the right of any Party to thereafter enforce each and every provision of this Agreement.

(f) Entire Agreement This Agreement constitutes the entire agreement between and among the Parties to this Agreement pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties.

(g) Incorporation of Recitals The Recitals set forth above are incorporated by reference into and made a part of this Agreement as fully as if set forth in the body of this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Disclosing Party: West Valley Water District By: _____ Its: _____ Date: _____ [Print Name, Title, and Date]	Consultant: W. M. Lyles Co. System Integration Division  By: Shain Thomas Its: Vice President and Division Manager Date: December 9 th , 2024
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STAFF REPORT

DATE: January 23, 2025
TO: Engineering, Operations and Planning Committee
FROM: Joanne Chan, Director of Operations
SUBJECT: Oliver P. Roemer Water Treatment Plant Filter Media Replacement and Coating Project

MEETING HISTORY:

N/A

BACKGROUND:

The Oliver P. Roemer Water Treatment (Roemer) Plant has six identical package treatment units called Trident Filters. Each Trident Filter has a design flow of 2.4 million gallons per day and consists of an upflow contact clarifier followed by a multi-media gravity filter. The adsorption clarification process has been rated as equivalent to the flocculation-sedimentation process. Water flows up through about four feet of proprietary plastic beads, producing flocculation, settling, and removal of some suspended solids. From there, the water overflows into the multi-media filters. Beneath each filter is an underdrain system that takes the filtered water to the contact basin for disinfection and then to the distribution system.

On top of the underdrain is a multi-media filter bed. The bed contains three layers of media consisting of anthracite coal, sand, and garnet, with a supporting layer of gravel at the bottom. These are the media of choice because of the differences in size and density. The larger, lighter anthracite coal is on top and the heavier, smaller garnet remains on the bottom. The filter media arrangement allows the largest dirt particles to be removed near the top of the media bed with the smaller dirt particles being retained deeper and deeper into the media. This allows the entire bed to act as a filter allowing much longer filter run times between backwashing and more efficient particulate removal.

The interior coating, clarifier plastic media, and multi-media filter bed in Filter No. 5 are over 10 years old and have met their life expectancy. The filter is not equipped with an air scour system like the new filters being constructed as part of the plant expansion project. A new air scour system will also be installed in the filter to work above the filter gravel pack which would give the media a thorough wash during backwashing. The goal is to have the filter rehabilitated during winter when the water demand is at its lowest since the filter needs to be taken out of service. A large vacuum truck is used to take out all the old materials and expose the underdrain system for inspection and any repairs. The entire filter is then power washed, sandblasted and coated in preparation for installation of a new air scour system and new media. The coating material is NSF 600 approved for potable water.

DISCUSSION:

On November 4, 2024, a Request for Bids (RFB) was issued and publicly advertised on PlanetBids. The RFB included removal, packaging and disposal of existing media, removal of existing interior coating with abrasive blast methods, recoat with approved epoxy coating, and supply and installation of a new air scour system and new media. Attached as **Exhibit A** is the project information and scope of work. One (1) firm – ERS Industrial Services, Inc. – submitted a bid of **\$563,470** to provide the specified services. Based on information received from ERS, ERS is a responsible responsive bidder for this project. ERS had completed multiple filter rehabilitation projects successfully at the Roemer plant in the past.

FISCAL IMPACT:

This item is included in the Fiscal Year 2024/25 Capital Budget and will be funded from project no. W25011 titled “Roemer Filter No. 5 Rehabilitation” with a budget of \$650,000.

REQUESTED ACTION:

Forward a recommendation for the Board of Directors to approve an agreement with ERS Industrial Services, Inc in the amount of \$563,470 for the Oliver P. Roemer Filter Media Replacement and Coating Project.

Attachments

[Exhibit A - Project Information and Scope of Work.pdf](#)

EXHIBIT A



Water Treatment Facility Filter Media Replacement and Coating Project

PROJECT INFORMATION:

The West Valley Water District (“District”) is seeking the services of a qualified, experienced contractor to furnish all labor, material and equipment, perform and complete all work required for the Water Treatment Facility Filter Media Replacement and Coating Project.

PROJECT DESCRIPTION

The work to be performed shall consist of furnishing all tools, equipment, materials, labor, transportation services, fuel, communications, and performing all work and related operations required for the fulfillment of this project in strict accordance with these specifications. The work shall be completed, and all work, materials, and services not expressly outlined or shown in these specifications which may be necessary for the complete and proper installation and/or operation of the work shall be provided by the contractor as indicated and at no increase in cost to the District. The contractor is expected to provide all materials and services that will fulfill or exceed the requirements and conditions as set forth in these specifications.

This is a turn-key project. **One (1) Trident Filter, No. 5, needs recoating and new filter and clarifier media.**

The service includes removal, packaging and disposal of existing filter and clarifier media and installation of new media for one (1) Trident Filter, per design. Contractor is expected to repair or replace existing underdrains as needed.

The service includes the following recommended Sherwin Williams Steel preparation and coating system: SSPC-SP10 Near-White Blast Cleaning, apply finish coat – Sherwin Williams Sherplate PW Epoxy @ 30-45 mils DFT for one (1) Trident Filter. The coating material must be NSF 600 approved for potable water and meet new AWWA D102 standards.

SCOPE OF WORK

Although the District is attempting to identify the limits and services required, this should not unnecessarily limit the firm in the development of a scope it believes is necessary to meet the District’s goals and objectives.

This section covers removing and disposing existing media and furnishing and installing support gravel and multimedia filter media for the 1 filter at the Oliver P. Roemer Water Treatment Plant. Filter media shall be furnished and installed in the filter as indicated on the drawings, as specified, and as required to provide a properly operating filter installation acceptable to the District.

If a vacuum truck is used to remove filter media, it must be parked outside the filter plant and the vacuum hose or pipe must be able to go up the stairs and down to the floor of the filter bed—100 feet from the filter to the access door.

Removal of existing interior coating and recoat work on the Oliver P. Roemer Trident Filter No. 5. The coating material must be NSF 600 approved for potable water and meet new AWWA D102 and AWWA C210 standards. The District recommends SherPlate PW Epoxy. Full containment, environmental control, and protection of underdrains throughout the coatings process.

Fabricate and install 304 or 316 stainless-steel 8-inch diameter air scour grid system with diffusers by WESTECH or approved equivalent in (1) Filter Bay for future use. Air scour should deliver 2-3.4 scfm per square foot @ 5-7 psi max uniformly throughout the filter including the spool piece must be stainless steel and welded thru tanks prior to coating. The system shall be installed and tested by the firm and approved by the District.

Filter media shall not be installed until testing, by others or District staff, of the filter box for water tightness, repair of leaks, and concrete damp proofing inside the filter box has been completed.

The installation of media shall be under the direct supervision and control of a competent and experienced field representative employed by the media supplier and acceptable to the District.

The filter is a tri-media gravity filter. It is 28 by 10 by 10 feet steel structures. The launder is 40 inches above the media. The filter includes an underdrain system, filter media, and the following piping: inlet and outlet pipes, backwash, surface wash, and wash water disposal piping. Filter media consists of anthracite coal, sand, and garnet over a layer of support gravel. The following table summarizes the design parameters of the filter:

Filtration Rate: 6 gpm/Sq. Ft. Maximum Filter Underdrain – Pipe: Schedule 80 PVC

Material	Size Range (mm)	Specific Gravity	Hardness (Mohs scale)	Specified (Inches)
Filter Profile Dual Media Anthracite	1.0-3.0	1.5-1.8	3	18
Silica Sand	0.45-0.50	2.6	7	9
Garnet	0.20-0.40	3.1-4.4	6.5-7.5	6
Media Support Gravel	1.0-50	2.6	7	12

Supply and install new Clarifier plastic media 50/50 Mix, new air nozzles and new gaskets.

Reinstall Filter internal piping.

Placement shall comply with AWWA B100, except as modified herein. Support gravel or media which becomes dirty or contaminated shall be removed and replaced with clean material.

The bottom layer shall be carefully placed to avoid damaged to the nozzle underdrain system. Each layer shall be completed before starting the layer above. For materials less than ½ inch in size, workmen shall not stand or walk directly on the media, but on boards which will sustain their weight without displacing the media.

Each layer of filter media shall be deposited by means of a tremie system to a uniform thickness, with the top surface screeded or otherwise brought to a true level plane. Care shall be taken in depositing each layer not to damage the quality or integrity of the media or to disturb the level surface of the layer beneath. The correct thickness of each layer shall be determined by screeding each layer to a continuous level line on the side of the filter box. The layer shall then be leveled with a water surface maintained at the appropriate elevation mark.

INTERRUPTION OF SERVICES

Interruptions to any services for the purposes of making or breaking a connection shall be made only after consulting with the District and shall be at such time and of such duration as may be directed.

SEQUENCE OF CONSTRUCTION OPERATIONS

Before starting construction operations, Contractor shall confer with the District arrange the sequence of the construction operations.

HOURS OF WORK

Contractor shall submit an approved work schedule prior to starting related work.

EVALUATION PROCESS AND SELECTION CRITERIA

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

ATTACHMENTS

Attachment A – Trident Water Systems Filter Media Design – Model

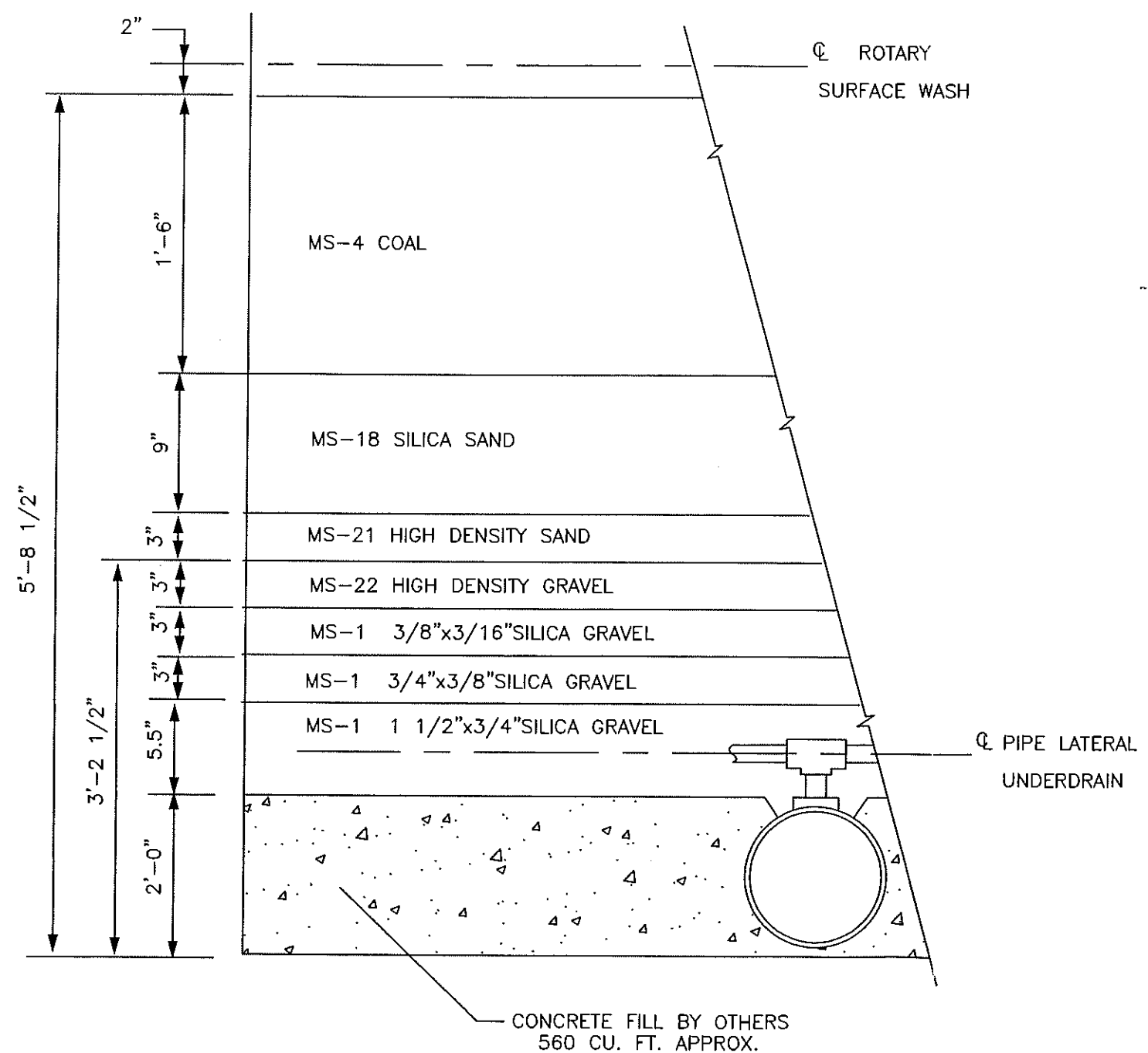
Attachment B – Air scour grid system Design - Model

ATTACHMENT A

STD: 2-0600-11X17B

INTL REF.

BAR = 1" AT PLOT SCALE



B.O.M. QUANTITIES ARE FOR ONE TANK ONLY

B.O.M. NUMBER	L4C-1A
UNIT DESIGNATION	1/2TR-840A
BED AREA (SQ. FT. EACH FILTER)	280
VOLUME OF UNDERDRAIN HEADER WITHIN THE CONCRETE FILL (CU.FT.)	56
VOLUME OF UNDERDRAIN WITHIN THE 1 1/2"x3/4" MS-1 LAYER (FT ³)	12
BACKWASH RATE AT 60° F. (SEE NOTE 5)	15 GPM/FT ²
BACKWASH FLOW AT 60° F	4200 GPM
MEDIA PLACEMENT WATER QUANTITY REQ'D AT 60° F	100,000 GAL./TANK

NOTES:

- FILTER MEDIA AND GRAVEL BAGS MUST BE PROTECTED FROM THE WEATHER AND STACKED NOT MORE THAN 5(FIVE) HIGH TO PRECLUDE BREAKAGE.
- WHEN BULK SHIPMENT IS USED, FILTER MEDIA AND GRAVEL MUST BE PROTECTED FROM THE WEATHER AND COVERED TO PREVENT WIND-BLOWN LOSS.
- DURING MEDIA PLACEMENT, APPROXIMATELY TWO BACKWASH AND SKIMMING OPERATIONS WILL BE REQUIRED. EACH BACKWASH WILL BE ABOUT 10 MINUTES DURATION.
- FILTER MEDIA AND GRAVEL PLACEMENT MUST BE DONE UNDER CPC TECHNICAL DIRECTION AFTER ALL ELECTRICAL, HYDRAULIC AND CONTROL SYSTEMS ARE INSTALLED AND/OR REPAIRED AND OPERABLE PRIOR TO ARRIVAL OF TECHNICAL DIRECTOR.

PLACEMENT TOLERANCE:
THE FOLLOWING TOLERANCES SHALL APPLY TO MEDIA AND GRAVEL PLACEMENT.

1-1/2" LAYERS	± 1/4"
3" LAYERS	± 1/2"
9" & DEEPER	± 1"
FINISHED GRAVEL DEPTH	± 1"
FINISHED FILTER BED	± 1"

ALL LAYERS OF MEDIA AND GRAVEL TO BE LEVEL IN ACCORDANCE WITH CPC MEDIA AND GRAVEL PLACEMENT SPECIFICATIONS.
- THIS RATE FOR BACKWASH DURING MEDIA PLACEMENT AND DOES NOT INCLUDE SURFACE WASH FLOW RATE OF APPROXIMATELY .75 TO 2.0 GPM/SQ.FT. TOTAL RISE RATE WITH SURFACE WASH ON AFTER MEDIA PLACEMENT APPROXIMATELY 27 IN./MIN.
- FILTER GUARANTEE REQUIRES CPC TECHNICAL DIRECTION DURING MEDIA PLACEMENT.

REV	DESCRIPTION	DATE	DWN	CHKD	APVD	ECN
3	REPLACED OLD BORDER.	03/03/04	SJT			
2	CHANGED MS-21 & MS-22 MATERIAL FROM ILMENITE TO GARNET.	7/16/97	WNB			
1	REV'D VOL 1 1/2 X 3/4, ADDED WATER QTY	1-87	VSA			

DESIGNER RGS	DATE JUNE 84	TITLE TRIDENT WATER SYSTEMS FILTER MEDIA DESIGN - MODEL 1/2TR-840A
CHECKER EG	DATE JUNE 84	CLIENT
ENGINEER	DATE	<p>441 MAIN STREET STURBRIDGE, MA 01562 TEL: 1-800-636-2674</p>
MANAGER	DATE	
FILE: L4C-1	SCALE:	PROJECT CODE
		DRAWING L4C-1
		SHEET 1 OF 1
		REV 3

ATTACHMENT B

1. A STAR DENOTES VARIANCE FROM CONTRACT DOCUMENTS AND SHOULD BE PARTICULARLY NOTED. ★
2. CONTRACTOR TO VERIFY OR SUPPLY ALL DIMENSIONS SHOWN IN CLOUDS. ☁
3. DIMENSIONS, LOADS, AND OTHER INFORMATION ARE PROVIDED FOR CONFIRMATION BY OTHERS OF POSITION AND INTERFACE BETWEEN NEW OR EXISTING CONCRETE, EQUIPMENT, PLANT STRUCTURE, OTHER SYSTEMS AND APPURTENANCES AS SHOWN ON THE GENERAL ARRANGEMENT DRAWINGS. △
4. SUBMITTED DRAWINGS AND INFORMATION ARE NOT TO BE USED FOR CONSTRUCTION OR INSTALLATION PURPOSES UNTIL CUSTOMER APPROVAL HAS BEEN ISSUED. WESTECH WILL NOT PROCEED WITH FABRICATION OR DELIVERY UNTIL SUCH APPROVAL IS RECEIVED.
5. WESTECH IS NOT RESPONSIBLE FOR NEW OR EXISTING CONCRETE DESIGN, INCLUDING NECESSARY REINFORCEMENT FOR ANCHOR BOLTS, UNLESS SPECIFICALLY INDICATED OTHERWISE. THE SUITABILITY OF NEW OR EXISTING CONCRETE, EQUIPMENT, TANKAGE, OR STRUCTURES TO WITHSTAND THE DESIGN LOADS AT THE INTERFACE OF WESTECH'S EQUIPMENT IS TO BE DEFINED, CONFIRMED OR OTHERWISE PROVIDED BY OTHERS. △
6. WESTECH IS NOT RESPONSIBLE FOR DAMAGE, INJURY OR LOSS RESULTING FROM IMPROPER USE OF THIS EQUIPMENT.
7. MODIFICATIONS, ADDITIONS OR CORRECTIONS TO THE APPROVED EQUIPMENT WILL NOT BE ACCEPTED BY WESTECH, UNLESS A CHANGE ORDER IS ISSUED AND APPROVED.
8. ROTATING EQUIPMENT IS DESIGNED TO OPERATE ONLY IN THE INDICATED DIRECTION. WESTECH IS NOT RESPONSIBLE FOR DAMAGE IF OPERATED IN THE OPPOSITE DIRECTION.
9. WESTECH DOES NOT FURNISH CONCRETE, GROUT, CONCRETE REINFORCING, PIPING, VALVES, PIPE SUPPORTS OR FITTINGS, WALL BRACKETS, ELECTRICAL WIRING, CONDUIT, ELECTRICAL EQUIPMENT, ERECTION, INSTALLATION, FIELD ASSEMBLY, SHIMMING MATERIALS, CAULK OR MASTIC, FIELD PAINTING OR PAINT, FIELD WELDING OR WELD ROD, WATER FOR TESTING, GREASE, ANTI-SEIZE OR LUBRICATING OIL, UNLESS SPECIFICALLY NOTED.
10. SHOP SURFACE PREPARATION AND SHOP PAINTING OF PRIME COATS ARE DESIGNED TO PROVIDE ONLY A MINIMAL PROTECTION FROM TIME OF APPLICATION PER THE COATING MANUFACTURER'S DATA SHEET. WESTECH DOES NOT GUARANTEE CONDITION OF PREPARED OR PAINTED ITEMS ONCE THE ITEMS LEAVE THE SHOP. CUSTOMER SHOP INSPECTION OF PAINTED ITEMS IS WELCOME TO VERIFY APPLICATION. ALL FIELD SURFACE PREPARATION, FIELD PAINT, TOUCH-UP, AND REPAIR TO SHOP PAINTED SURFACES ARE NOT BY WESTECH. RESPONSIBILITY FOR COMPATIBILITY OF SHOP AND FIELD APPLIED COATINGS IS BY OTHERS.
11. DOCUMENTS DEFINING WESTECH SUPPLIED SURFACE PREPARATION AND SHOP/FIELD PAINT SPECIFICATIONS ARE SUBMITTED WITH THE GENERAL ARRANGEMENT DRAWINGS AND WILL INCLUDE COATING DATA SHEET(S) AND/OR A STAINLESS-STEEL CLEANING GRADE SHEET AND FINISH LEVEL SHEET.
12. WHERE APPLICABLE, ANCHOR BOLT DETAILS ARE SHOWN ON JOB-SPECIFIC DRAWINGS AND SHALL CONFORM TO ONE OR MORE OF THE FOLLOWING SPECIFICATIONS:
 - CARBON STEEL HEADED OR ALL-THREAD ROD - ASTM F1554, GRADE 36, GRADE 55, OR GRADE 105
 - STAINLESS STEEL HEADED OR ALL-THREAD ROD - ASTM F593, ASTM A193
 - ADHESIVE ANCHORS SHALL MEET THE REQUIREMENTS OF ASTM E1512 AND SHALL HAVE A PUBLISHED ICC/ES REPORT.
 - WEDGE ANCHORS SHALL HAVE A PUBLISHED ICC/ES REPORT.
13. MATERIALS AND COATINGS OF FASTENERS ARE IDENTIFIED ON JOB-SPECIFIC GENERAL ARRANGEMENT DRAWINGS. BOLTS SHALL CONFORM TO ONE OR MORE OF THE FOLLOWING SPECIFICATIONS WITH DIMENSIONS PER ASME B18.2.1 AND B18.2.2:
 - CARBON STEEL - ASTM F3125, GRADE A325, GRADE A490; ASTM A307 GRADE A
 - STAINLESS STEEL - AISI TYPE 304 OR 316
 - STAINLESS STEEL - ASTM F593/F593M (GENERAL PURPOSE)
 - STAINLESS STEEL - ASTM A193 GRADE B8 (304), GRADE B8M (316) (HIGH PRESSURE, HIGH TEMPERATURE)

14. THE FOLLOWING DEFINES THE ACCEPTABLE MATERIALS USED FOR WESTECH SUPPLIED EQUIPMENT AS SPECIFIED AND SHOWN ON THE GENERAL ARRANGEMENT DRAWINGS. ANY MATERIAL OR ITEMS NOT INCLUDED HERE SHALL BE CLEARLY SPECIFIED ON THE GENERAL ARRANGEMENT DRAWINGS.

A. CARBON STEEL SHALL MEET THE FOLLOWING SPECIFICATIONS AND REQUIREMENTS:

- STEEL SHAPES W, WT - ASTM A992/A992M
- STEEL SHAPES M, MT, S, ST, C, MC, L - ASTM A36/A36M
- STEEL PLATES AND BARS - ASTM A36/A36M; A572/A572M GRADE 50; A529/A529M
- STEEL SHAPE HP - ASTM A572/A572M GRADE 50
- STEEL PIPE - ASTM A53/A53M GRADE B, ASTM 106/A106M, API 5L
- HOLLOW STRUCTURAL SECTIONS (HSS), ROUND, SQUARE, RECTANGULAR - ASTM A500/A500M GRADE C; A1085/A1085M
- SHEETS - A1011/A1011M
- PIPE FITTINGS - ASTM A234/A234M; ASME B16.11
- ALL WELDING SHALL CONFORM TO THE LATEST AWS D1.1 CODE OR ASME BPVC SECTION IX.
- ALL SUBMERGED STRUCTURAL STEEL MEMBERS SHALL HAVE A MINIMUM 1/4" THICKNESS UNLESS NOTED OTHERWISE.
- SOME SHAPES MAY BE FORMED BY BENDING AND/OR WELDING. △

B. STAINLESS STEEL SHALL MEET THE FOLLOWING SPECIFICATIONS AND REQUIREMENTS:

- AUSTENITIC BARS, ROUND AND SQUARES, AND HOT ROLLED EXTRUDED SHAPES SUCH AS ANGLES, TEES, AND CHANNELS - ASTM A276; ASTM A484/A484M; ASTM A564/A564M
- AUSTENITIC LASER-FUSED BARS, PLATES, ANGLES, TEES, CHANNELS, AND W SHAPES - ASTM A1069/A1069M
- AUSTENITIC PLATES, SHEETS, STRIPS - ASTM A240/A240M; ASTM A480/A480M
- AUSTENITIC PIPES - ASTM A312/A312M
- AUSTENITIC HOLLOW STRUCTURAL SHAPES (HSS), ROUND, SQUARE, RECTANGULAR - ASTM A554
- PIPE FITTINGS - ASTM A182; ASME SA 182; ASME B16.11
- DUPLEX PLATES, SHEETS, STRIPS - ASTM A240/A240M; ASTM A480/A480M
- DUPLEX PIPES - ASTM A790/A790M
- DUPLEX HOLLOW STRUCTURAL SHAPES - MADE FROM PLATE △
- ALL WELDING SHALL CONFORM TO THE LATEST AWS D1.6 CODE OR ASME BPVC SECTION IX.
- SOME SHAPES MAY BE FORMED BY BENDING AND/OR WELDING.

C. ALUMINUM SHALL MEET THE FOLLOWING SPECIFICATIONS AND REQUIREMENTS:

- EXTRUDED BARS, RODS, WIRE, STRUCTURAL PROFILES AND TUBES - ASTM B221/B221M
- STANDARD STRUCTURAL PROFILES - ASTM B308/B308M (FOR ALLOY 6061-T6 ONLY)
- PLATE AND SHEET - ASTM B209/B209M
- DRAWN SEAMLESS TUBE - ASTM B210/B210M; ASTM B483/B483M
- EXTRUDED SEAMLESS TUBE AND PIPE - ASTM B241/B241M; B429/B429M △
- PIPE FITTINGS - ASTM B361
- ALL WELDING SHALL CONFORM TO THE LATEST AWS D1.2 CODE.
- SOME SHAPES MAY BE FORMED BY BENDING AND/OR WELDING.

D. TANK MATERIALS SHALL CONFORM TO THE SPECIFICATIONS IN API 650 OR AWWA D100 AS NOTED ON THE GENERAL ARRANGEMENT DRAWINGS. SPECIFIED MATERIALS ARE SHOWN ON THE GENERAL ARRANGEMENT DRAWINGS. ALL WELDING SHALL CONFORM TO THE ASME BPVC - SECTION IX.

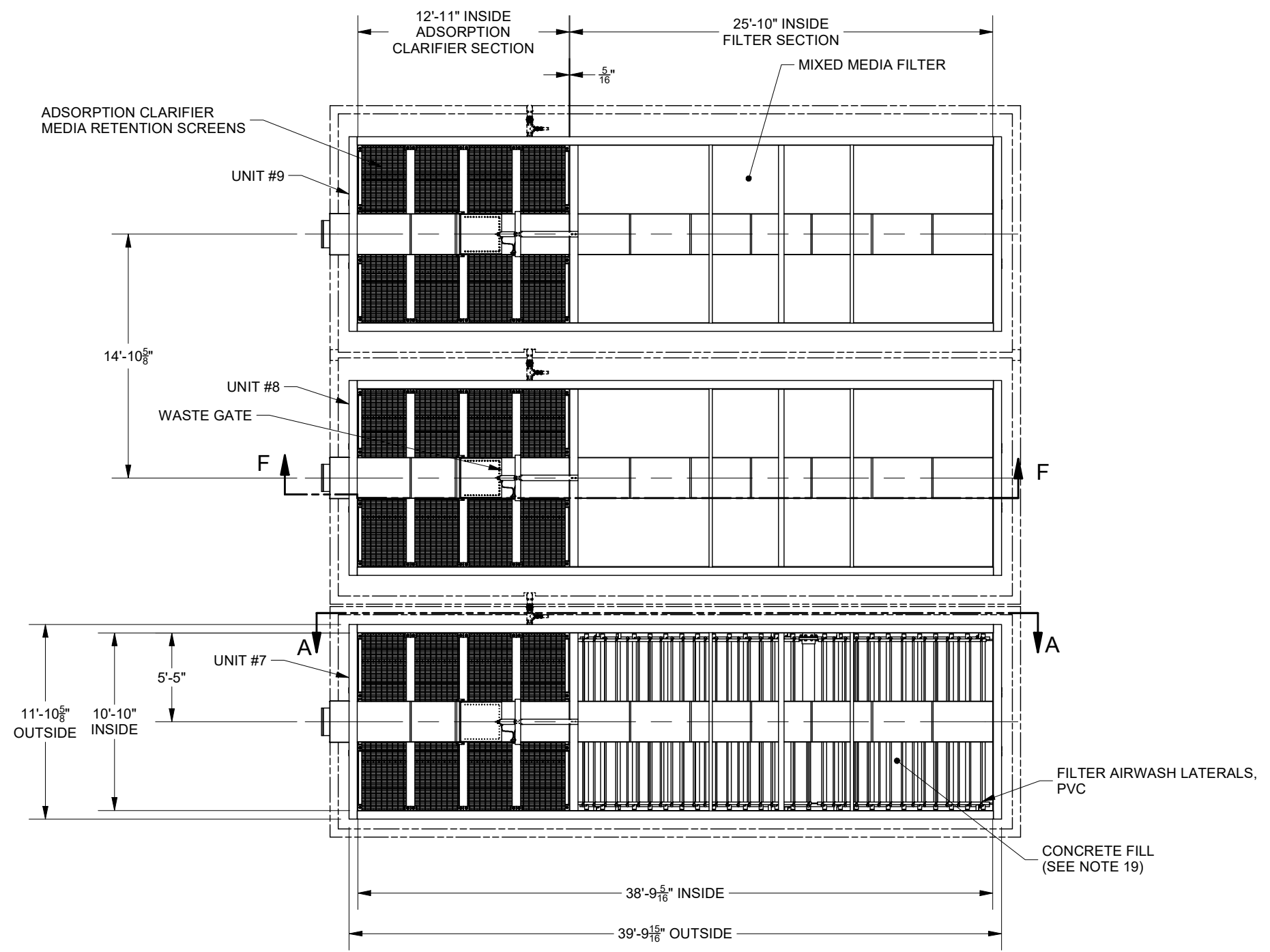
△ **E. ASME STAMPED PRESSURE VESSELS** SHALL CONFORM TO ASME BPVC SECTION VIII OR SECTION X (FOR FRP TANKS), THE DESIGN CALCULATIONS AND THE GENERAL ARRANGEMENT DRAWINGS.

- △ 15. ITEMS SHOWN, NOTED OR DESCRIBED ON THE GENERAL ARRANGEMENT DRAWINGS SUPERSEDE ANY CONFLICTING ITEMS WITHIN THESE NOTES.

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						TITLE GENERAL NOTES				
		DESIGNER	CHECKER	APPROVER	DATE					
		WH17	DESIGN/DETAIL COUNCIL	ENGINEERING COUNCIL	2020/11/11					
		JOB NUMBER	DOCUMENT NUMBER		SHEET	REV				
			0000647822		1 OF 1	C				
REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE	REFERENCE DOCUMENTS				
C	ADDED TO NOTES 3 & 5, "BY OTHERS", "NEW OR EXISTING", "OTHERWISE. THE SUITABILITY OF NEW OR EXISTING...", B429/B429M WAS B429/B428M	---	WH17	TO02	2022/10/11					
B	ADD NOTE 15, ADD BEND NOTE UNDER 14.A (LAST BULLET), ADD "ASME STAMPED" & "OR SECTION X" TO NOTE 14E	---	WH17	ARS/ST14	2021/04/12					
A	REMOVED "SEE 10.B.2" FROM END OF 14.B BULLET POINT 9	---	WH17	ARS/ST14	2020/11/24					

TRIDENT® PROCESS DESIGN INFORMATION		
DESIGN FLOW:	1,680	GPM
CLARIFIER LOADING RATE:	12	GPM/SQ FT
CLARIFIER AIR SCOUR FLOW:	475	SCFM
FILTER LOADING RATE:	6	GPM/SQ FT
FILTER BW FLOW, HIGH RATE:	5,040 @ 25	GPM @ °C
FILTER BW FLOW, LOW RATE:	1,680	GPM
FILTER AIR SCOUR FLOW:	950	SCFM

APPROXIMATE EMPTY (PER UNIT): 227,327 LBS
 APPROXIMATE OPERATING WEIGHT (PER UNIT): 332,189 LBS
 APPROXIMATE SHIPPING WEIGHT (PER UNIT): 30,702 LBS



PLAN
 FILTER MEDIA IS NOT SHOWN IN UNIT 7

PREPARED FOR	OLIVER P. ROEMER WTF RIALTO, CALIFORNIA
ENGINEER	STANTEC PASADENA, CALIFORNIA
CONTRACTOR	PCL CONSTRUCTION LONG BEACH, CALIFORNIA
PO/CONTRACT NUMBER	03269401-OM

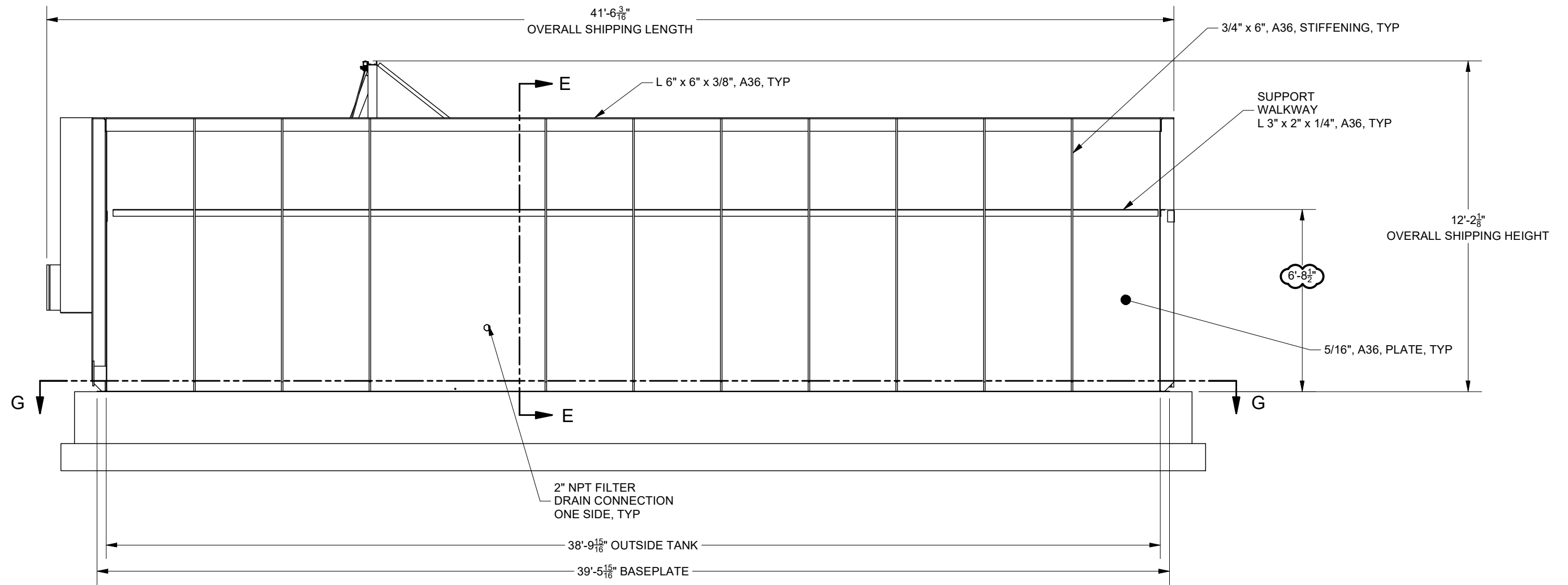
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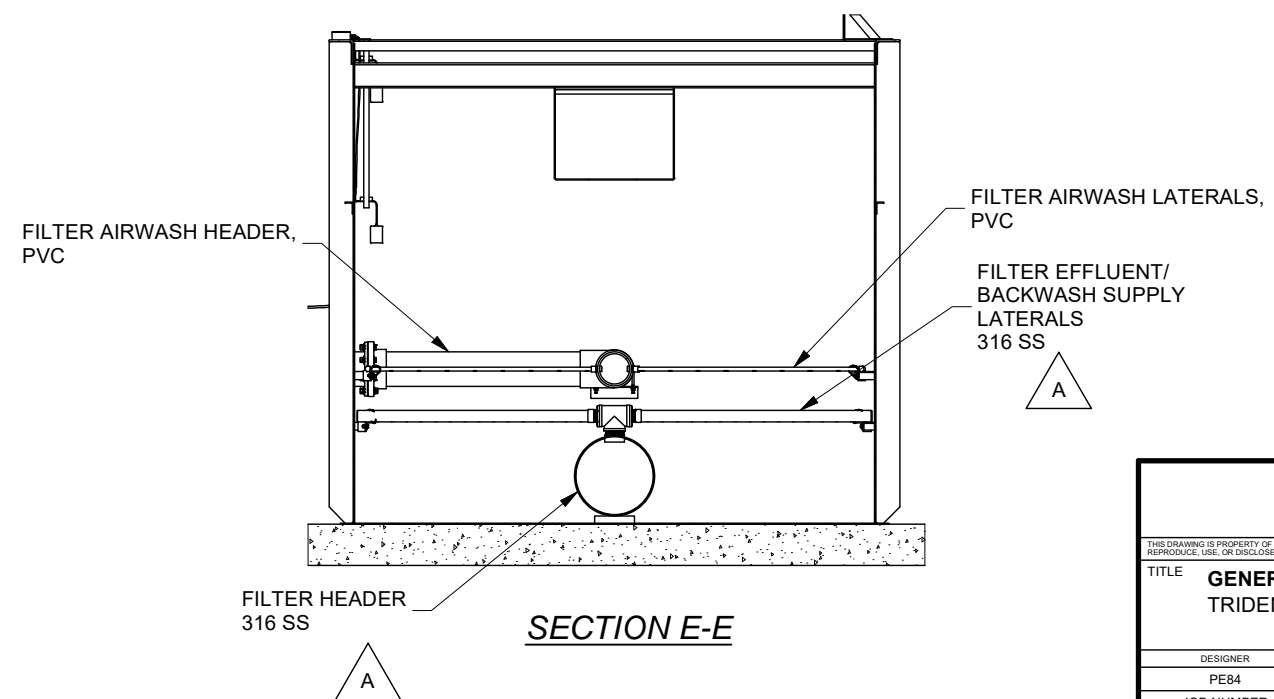
TITLE
 GENERAL ARRANGEMENT
 TRIDENT® TR-840A WATER TREATMENT SYSTEM

DESIGNER	CHECKER	APPROVER	DATE
PE84	DE111	DE111	2023-01-04
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0002885559	1 OF 9	D

REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE	REFERENCE DOCUMENTS
D	UPDATED ANCHOR BOLTS LOCATIONS	-	PE84	DE111	2023-08-09	
C	UPDATED ANCHOR BOLTS LOCATIONS, AND CONCRETE PAD DIMENSION BASED ON REVISED CALCULATIONS.	-	PE84	DE111	2023-07-21	
B	UPDATED BASEPLATE, ANCHOR BOLTS, AND CONCRETE PAD DIMENSION BASED ON REVISED CALCULATIONS.	-	PE84	DE111	2023-07-07	
A	STAINLESS STEEL AND LOCATION CHANGES FOR INLET AND AIR GRID NOZZLE. CONCRETE PAD CHANGES.	-	PE84	DE111	2023-05-25	



SIDE ELEVATION

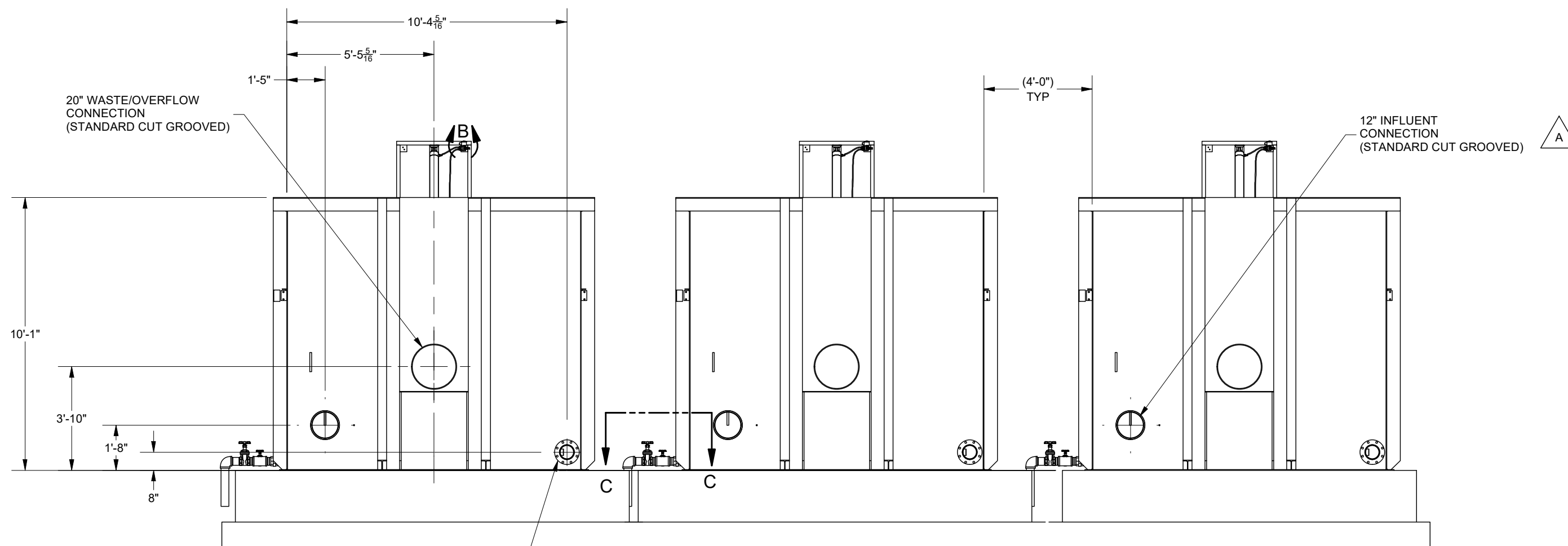


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TITLE **GENERAL ARRANGEMENT**
TRIDENT® TR-840A WATER TREATMENT SYSTEM

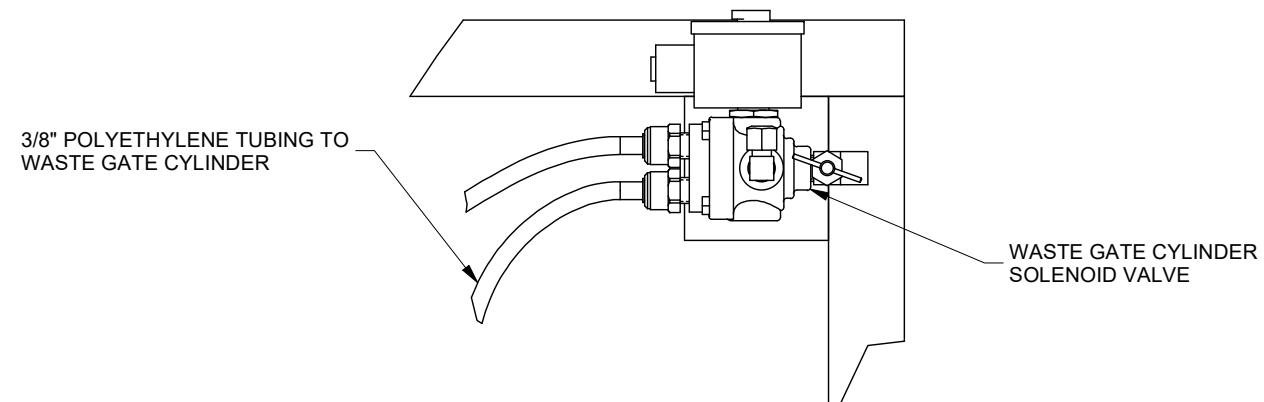
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JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
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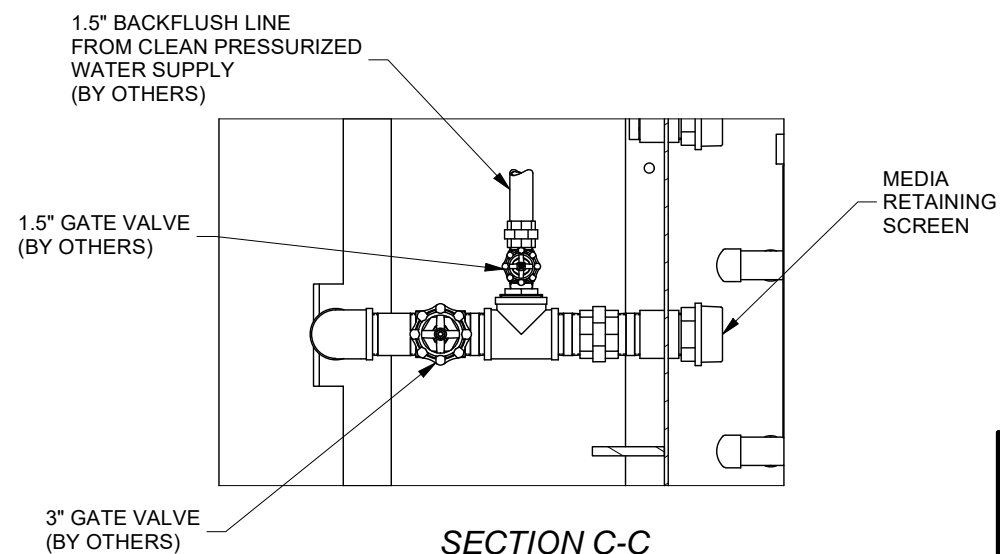
6" ADSORPTION CLARIFIER
AIR (FLAT FLANGED #150)



INFLUENT END

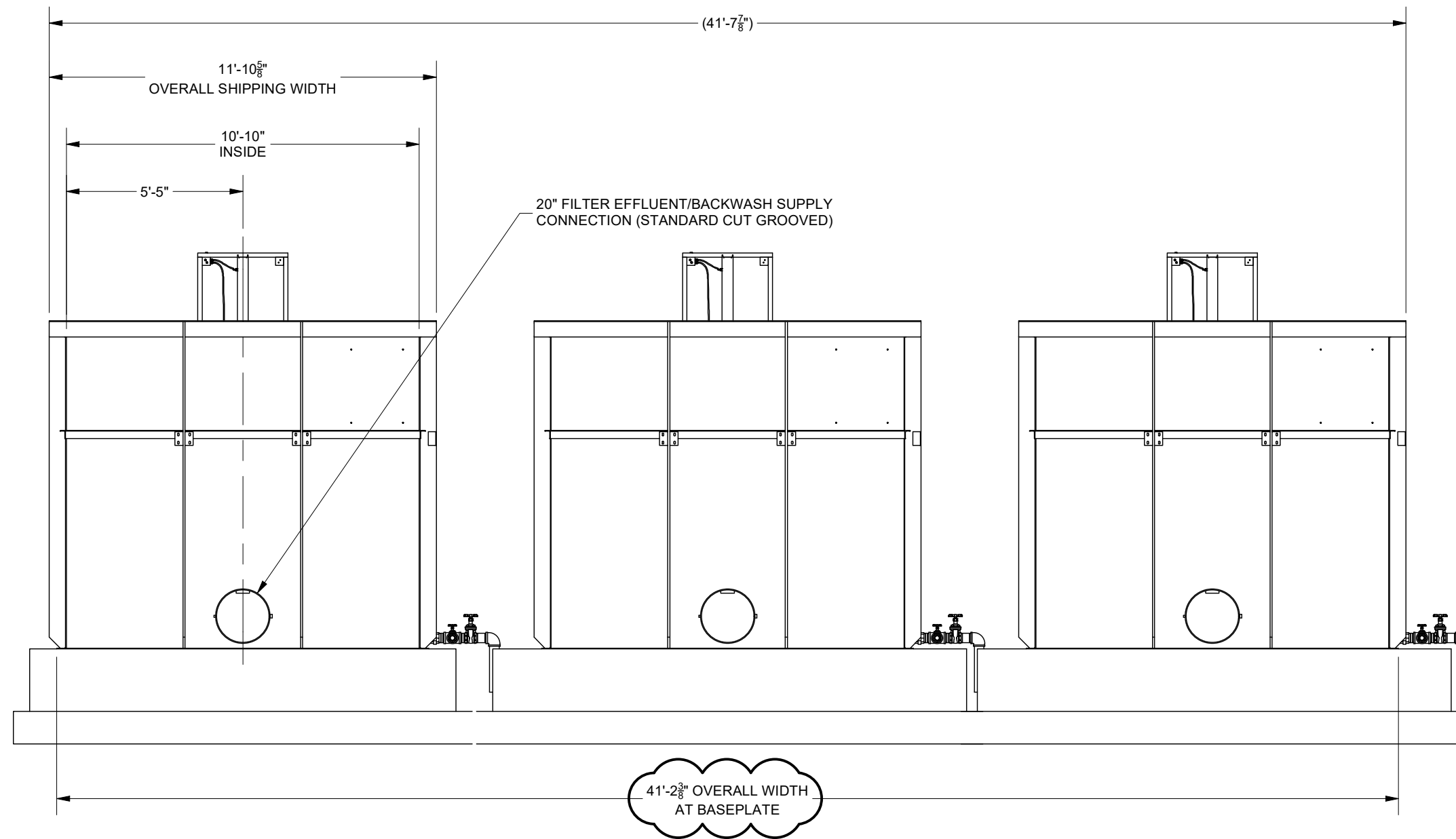


DETAIL B



SECTION C-C
RECOMMENDED PIPING SHOWN.
ALL COMPONENTS OUTSIDE OF TANK
ARE SUPPLIED BY OTHERS.

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TITLE GENERAL ARRANGEMENT TRIDENT® TR-840A WATER TREATMENT SYSTEM			
DESIGNER	CHECKER	APPROVER	DATE
PE84	DE111	DE111	2023-01-04
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
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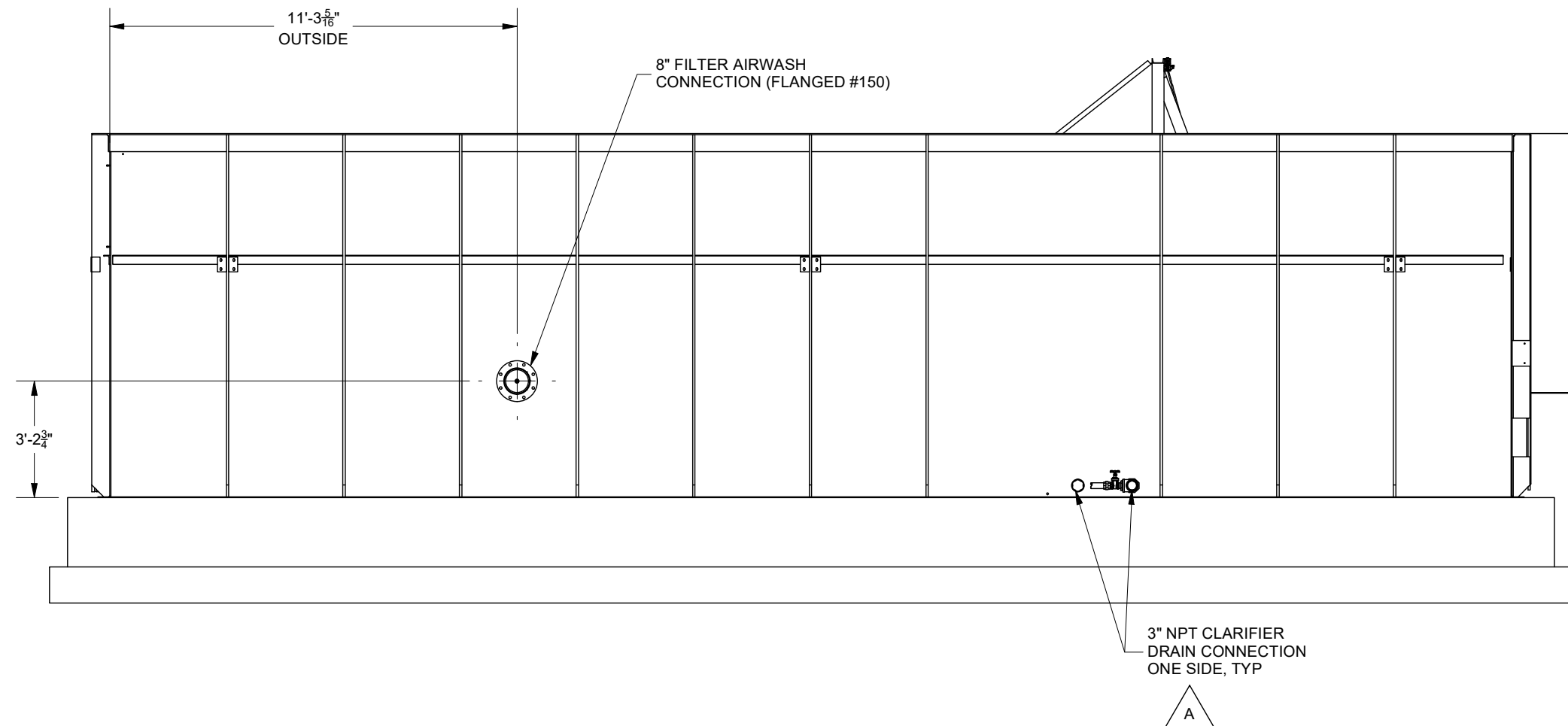
EFFLUENT END

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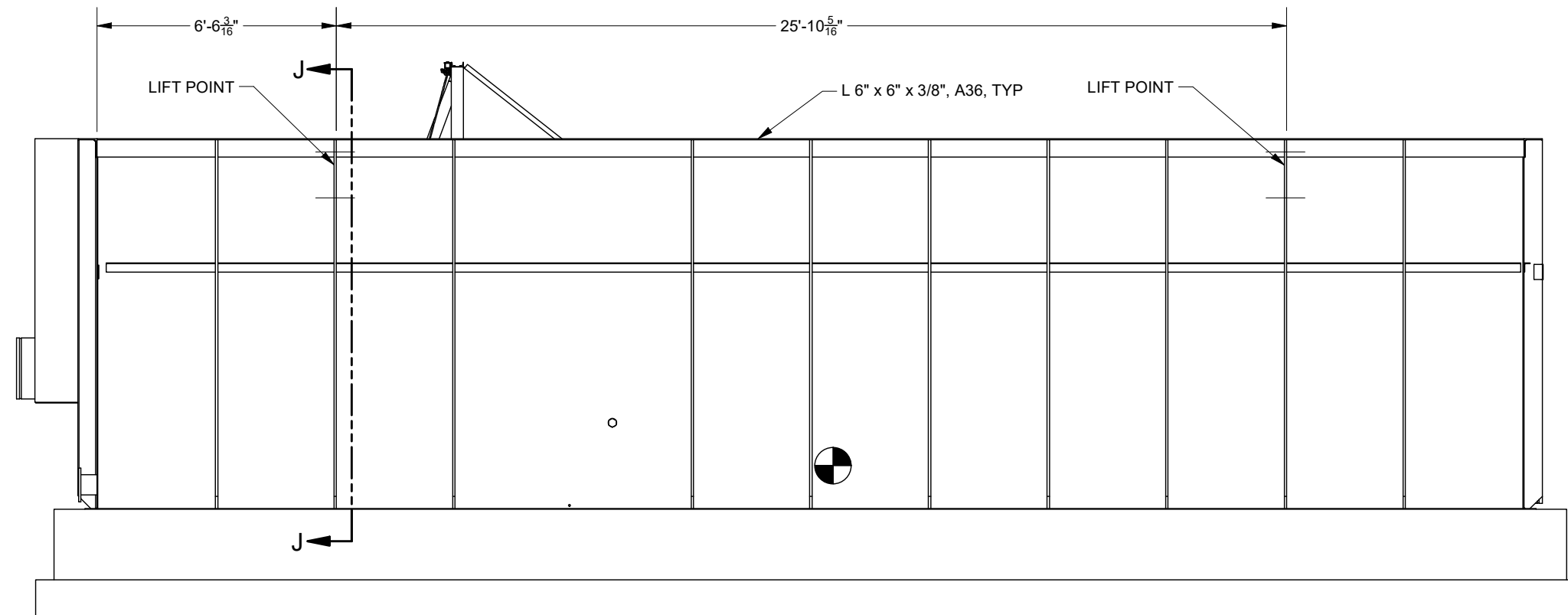
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TRIDENT® TR-840A WATER TREATMENT SYSTEM

DESIGNER	CHECKER	APPROVER	DATE
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JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0002885559	4 OF 9	D

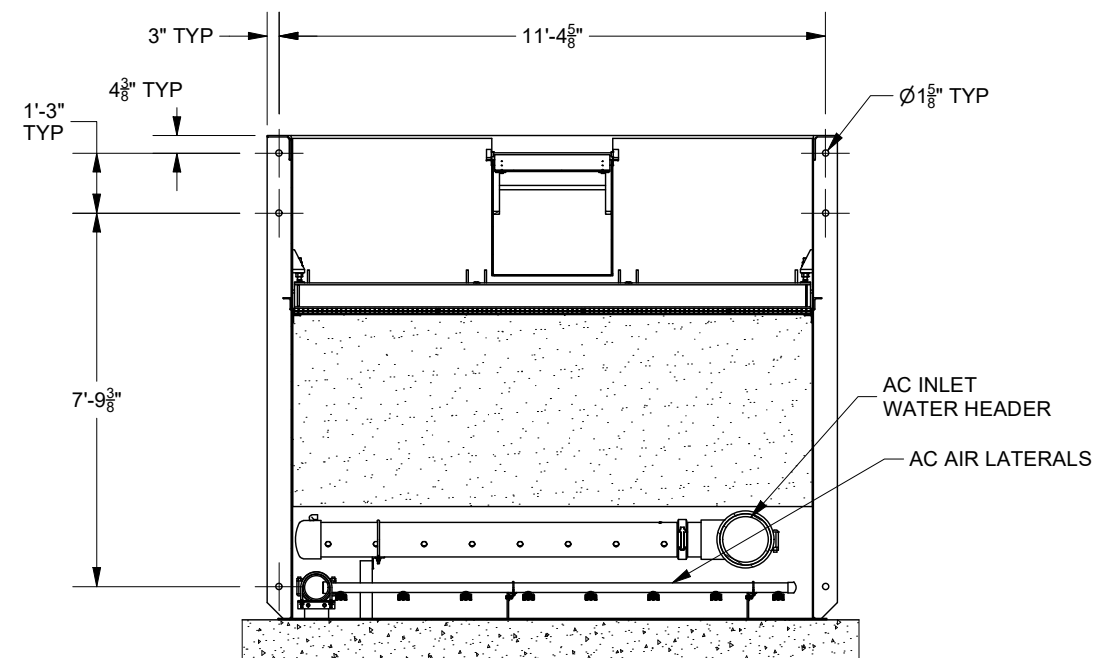


SECTION A-A
FROM SHEET 1

WESTECH[®]			
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TITLE GENERAL ARRANGEMENT TRIDENT [®] TR-840A WATER TREATMENT SYSTEM			
DESIGNER	CHECKER	APPROVER	DATE
PE84	DE111	DE111	2023-01-04
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0002885559	5 OF 9	D



SIDE ELEVATION
LIFT POINTS



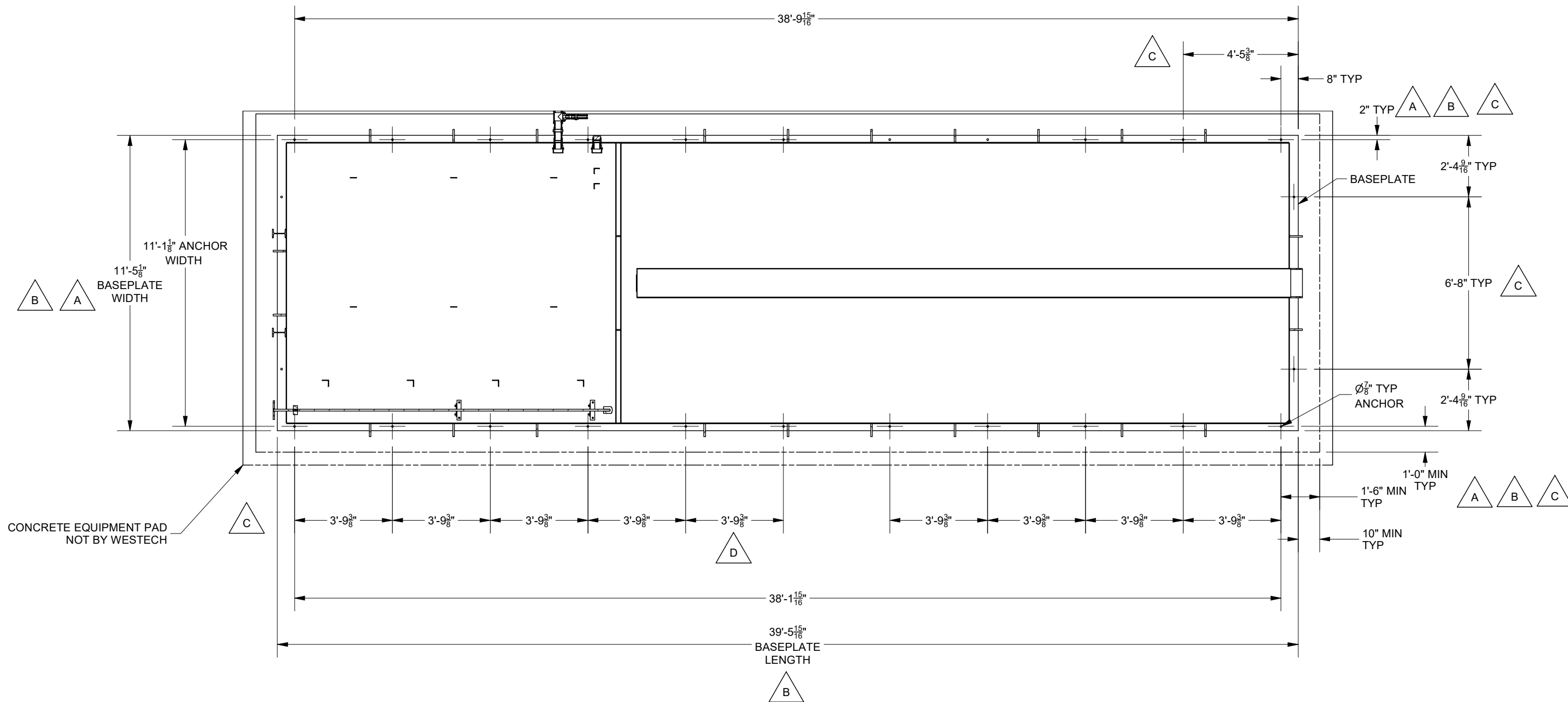
SECTION J-J
LIFT POINTS

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TITLE **GENERAL ARRANGEMENT**
TRIDENT® TR-840A WATER TREATMENT SYSTEM

DESIGNER	CHECKER	APPROVER	DATE
PE84	DE111	DE111	2023-01-04
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0002885559	6 OF 9	D

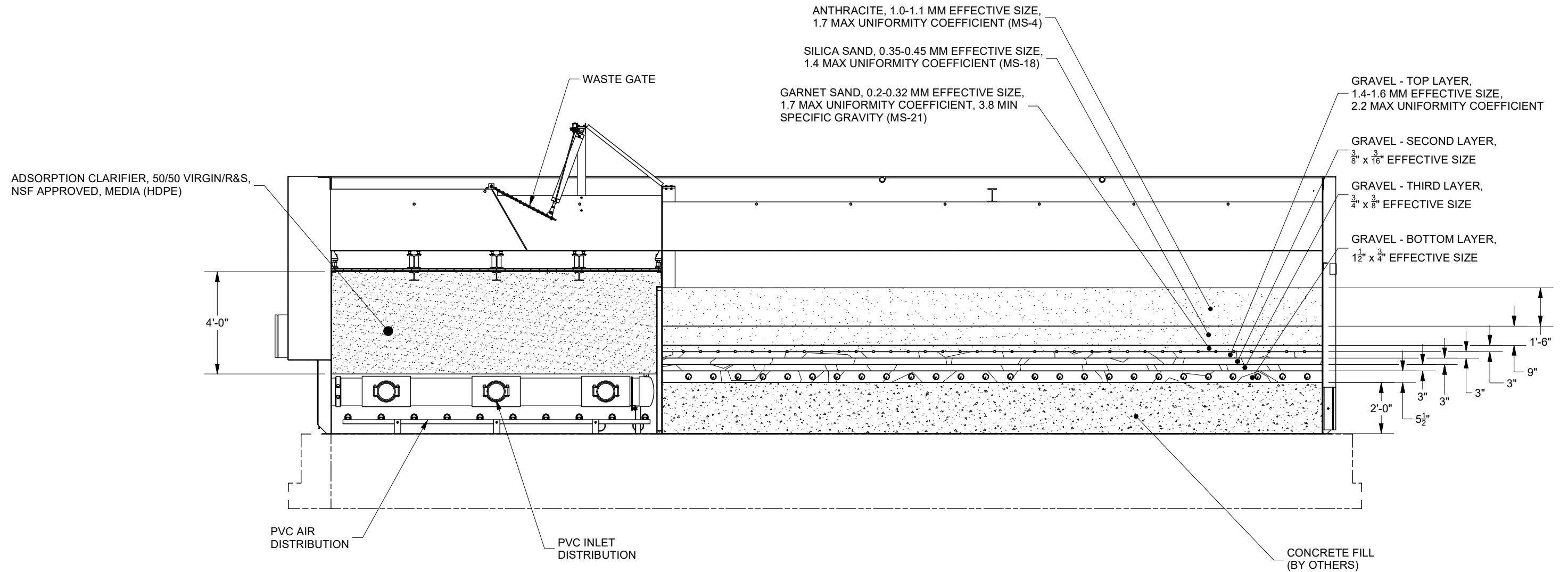


SECTION G-G
ANCHOR HOLE POSITIONS
FROM SHEET 2

NOTES:

1. ANCHORS ARE BY OTHERS.
2. PER STAMPED ANCHOR CALCULATIONS A MIN 6" EDGE DISTANCE AND EMBEDMENT DEPTH OF 20" IS REQUIRED.
3. ANCHOR TYPE AND DIAMETER: HIT-HY 200 V3 + HAS-R 304/316 SS 3/4
4. MIN EMBED LENGTH: 13" EPOXY FILLED + 6" UNBONDED LENGTH (ASCE 7-16 SECTION 15.7.5)

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TITLE GENERAL ARRANGEMENT TRIDENT® TR-840A WATER TREATMENT SYSTEM			
DESIGNER PE84	CHECKER DE111	APPROVER DE111	DATE 2023-01-04
JOB NUMBER 24862A	DOCUMENT NUMBER 0002885559		SHEET 7 OF 9
		REV D	



ADSORPTION CLARIFIER, 50/50 VIRGIN/R&S, NSF APPROVED, MEDIA (HDPE)

SECTION F-F
FROM SHEET 1

NOTES:

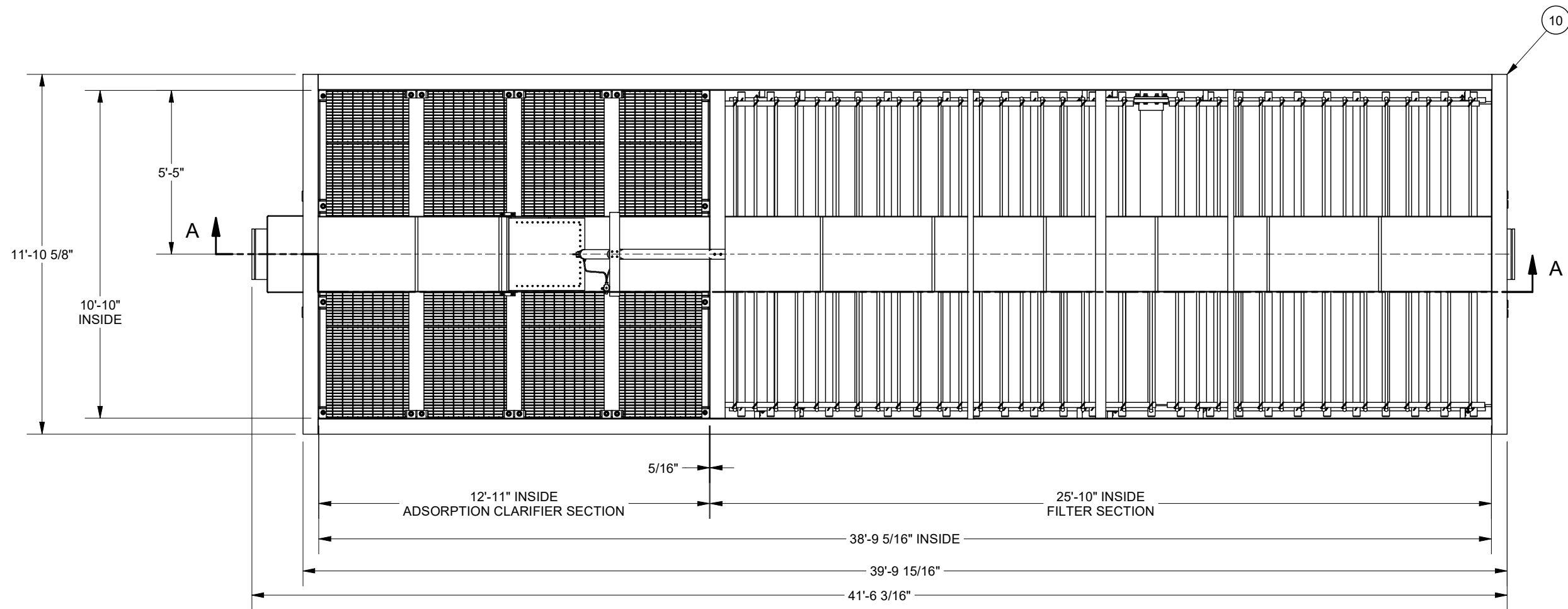
1. MEDIA ARE FIELD INSTALLATION BY OTHERS.

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24862A	0002885559		8 OF 9
			REV
			D

NOTES:

1. EQUIPMENT FURNISHED BY WESTECH IS DESCRIBED IN A SEPARATE EQUIPMENT LIST. ADDITIONAL PIPING, PIPE SUPPORTS, AND CONNECTION FITTINGS ARE NOT INCLUDED WITH STANDARD UNIT. MAJOR EQUIPMENT AND COMPONENTS TO BE INSTALLED AT THE JOBSITE BY THE INSTALLING CONTRACTOR.
2. EQUIPMENT CONCRETE PAD DESIGN IS THE RESPONSIBILITY OF THE CONSULTING ENGINEER.
3. DESIGN AND APPLICATION FEATURES ARE DESCRIBED IN TYPICAL SPECIFICATION SHEETS, TECHNICAL DATA SHEET, FLOW SCHEMATIC, ELECTRICAL DIAGRAM AND ELECTRICAL SCHEMATIC. ARRANGEMENT SHOWN IS FOR BELOW-GRADE FINISHED WATER STORAGE.
4. THE STANDARD DESIGN IS FOR INDOOR INSTALLATION.
5. CHECK VALVES OR BACKFLOW PREVENTERS ARE REQUIRED IN BACKWASH LINES AND FURNISHED BY OTHERS (NOT SHOWN ON DRAWING).
6. AUTOMATIC RATE OF FLOW CONTROL LOOPS ON EACH INFLUENT LINE MAINTAIN THE PRE-SET FLOW TO EACH UNIT. INFLUENT FLOW SET POINT MAY BE SET BY THE PLANT OPERATOR USING THE OIT. INFLUENT FLOW CONTROL IS INTERLOCKED WITH FLUSH AND BACKWASH CYCLES.
7. FILTER LIQUID LEVEL CONTROLLERS OPERATE FILTER EFFLUENT AND FILTER-TO-WASTE MODULATING VALVES TO MAINTAIN CONSTANT FILTER LEVEL.
8. CONTROL CIRCUITS PROVIDE FOR AUTOMATIC FLUSH AND BACKWASH CYCLE WITH RETURN TO OPERATING SERVICE, INITIATED BY TIME CLOCK, HIGH HEADLOSS, OR MANUAL PUSHBUTTON.
9. THREE LEVEL SWITCHES WITH DRY CONTACTS SHOULD BE PROVIDED BY THE CUSTOMER AND INSTALLED IN THE FINISHED WATER STORAGE TANK FOR THE AUTOMATIC OPERATION OF THE TRIDENT UNITS. ONE HIGH LEVEL SWITCH WILL STOP THE UNITS, ONE MID LEVEL SWITCH WILL START THE UNITS AND ONE LOW LEVEL SWITCH WILL SERVE AS A MINIMUM LEVEL TO ENABLE THE BACKWASH PROCESS.
10. THE HIGH LEVEL STOP AND THE MID LEVEL START SWITCHES SHOULD BE INSTALLED WITH SUFFICIENT VOLUME BETWEEN THEM TO PREVENT EXCESSIVE CYCLING OF THE TRIDENT UNITS.
11. THE LOW LEVEL BACKWASH ENABLE SWITCH SHOULD BE INSTALLED WHERE THE MINIMUM VOLUME IN THE BACKWASH SUPPLY TANK IS ADEQUATE TO PROVIDE A BACKWASH WITHOUT PULLING AIR INTO THE BACKWASH SUPPLY PUMP. THE MAXIMUM WATER TEMPERATURE SHOULD BE CONSIDERED WHEN CALCULATING THE MINIMUM BACKWASH VOLUME OR LEVEL IN THE TANK.
12. AN AIR RELEASE VALVE (BY OTHERS) IS REQUIRED AT HIGH POINTS OF THE BACKWASH SUPPLY LINE TO VENT ACCUMULATED AIR. THE VALVE(S) ARE TO BE SIZED TO ALLOW THE COMPLETE VOLUME OF THE BACKWASH LINE FROM SOURCE TO FILTER, TO BE VENTED IN 20 SECONDS WITH DIFFERENTIAL OF APPROXIMATELY 10 PSIG, AND BE CAPABLE OF CONTINUOUSLY VENTING ACCUMULATED AIR. FOR INSTALLATIONS UTILIZING VERTICAL TURBINE OR "CAN-TYPE" PUMPS, A SEPARATE "TURBINE AIR VALVE" IS REQUIRED TO VENT THE AIR CONTENTS OF THE PUMP COLUMN WITHOUT LETTING THE AIR INTO THE BACKWASH PIPING.
13. CONSULT WESTECH ENGINEERING FOR OTHER INFLUENT FLOW CONTROL OPTIONS.
14. LOCATION OF FLOW METERS ARE TO BE PER FLOWMETER MANUFACTURER'S WRITTEN RECOMMENDATIONS CONFIRMED BY THE CONSULTING ENGINEER.
15. INFLUENT OPERATING PRESSURE REQUIRED FOR CONTROLLING INFLUENT FLOW MUST BE 20 FEET MINIMUM AT THE TANK CONNECTION. FOR INFLUENT PRESSURE OVER 30 FEET OF HEAD, CONTACT WESTECH ENGINEERING. OPTIONAL STATIC MIXER WILL REQUIRE ADDITIONAL PRESSURE.
16. WASTE SUMP AND SUMP PIPING (BY CUSTOMER) MUST BE SIZED TO GIVE FREE DISCHARGE WITH AN AIRBREAK, FOR MAXIMUM WASTE FLOW.
17. WASTE TROUGH LIP IS POSITIONED ABOVE THE NORMAL OPERATING WATER LEVEL AND BELOW THE TOP OF THE TANK. THIS ALLOWS IT TO ACT AS AN EMERGENCY OVERFLOW.
18. TANK CONNECTIONS ARE FURNISHED STANDARD CUT GROOVED FOR CUT GROOVED STYLE FLEXIBLE COUPLINGS, WITH THE EXCEPTION OF AIR CONNECTIONS. COUPLINGS AND/OR FLANGE ADAPTERS ARE BY OTHERS.
19. TRIDENT MODEL TR-840A TANKS REQUIRE APPROXIMATELY 20.7 CUBIC YARDS OF FILL CONCRETE IN FILTER AREA.

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TITLE GENERAL ARRANGEMENT TRIDENT® TR-840A WATER TREATMENT SYSTEM			
DESIGNER	CHECKER	APPROVER	DATE
PE84	DE111	DE111	2023-01-04
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0002885559	9 OF 9	D



PLAN

NOTES:

1. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
2. FLANGED AND GROOVED TANK NOZZLES PROJECT 6 INCHES FROM THE OUTSIDE FACE OF THE TANK WALL
3. GROOVED CONNECTIONS ARE STANDARD CUT GROOVE FOR STANDARD SCHEDULE PIPE SIZES. DO NOT USE ADVANCED GROOVE FITTINGS.
4. FILTER AIR CONNECTION HAS BEEN LOCATED IN THE SIDE OF THE FILTER. PLEASE NOTE THAT THIS DIFFERS FROM PLAN DOCUMENTS. PLACEMENT IN THE END WALL OF THE FILTER. THE SELECTED LOCATION MINIMIZES FABRICATION AND INSTALLATION TOLERANCE ISSUES. CHANGES ARE NOTED BY STARS ON THE DRAWING.
5. QUANTITIES IN THE BILL OF MATERIAL ARE FOR ONE NEW TANK. COMPONENTS FOR THREE NEW TANKS ARE PROVIDED.

BACKCHARGES FOR FIELDWORK OF ANY KIND ARE NOT ACCEPTABLE WITHOUT PRIOR WRITTEN AUTHORIZATION BY WESTECH ENGINEERING, LLC.

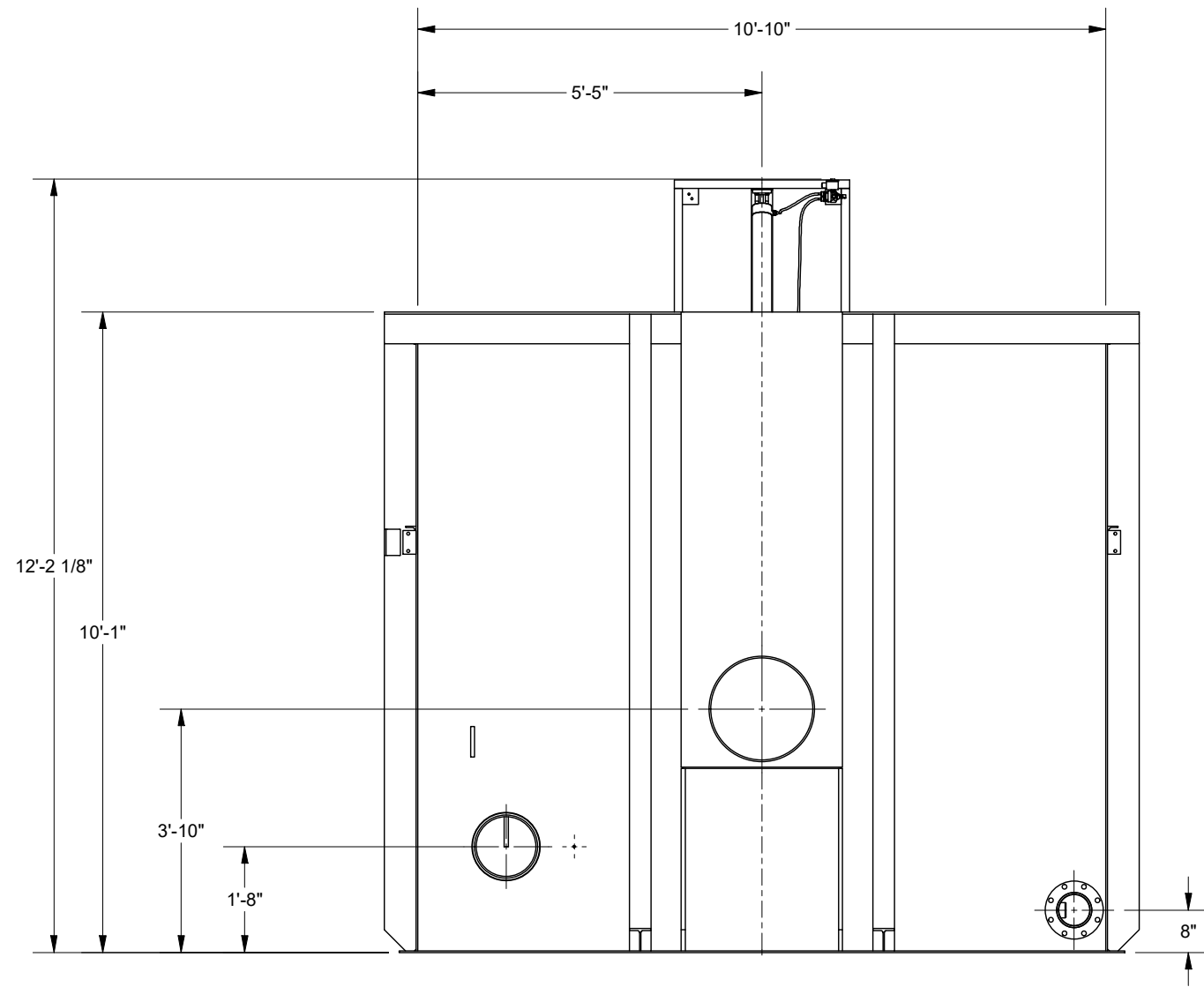
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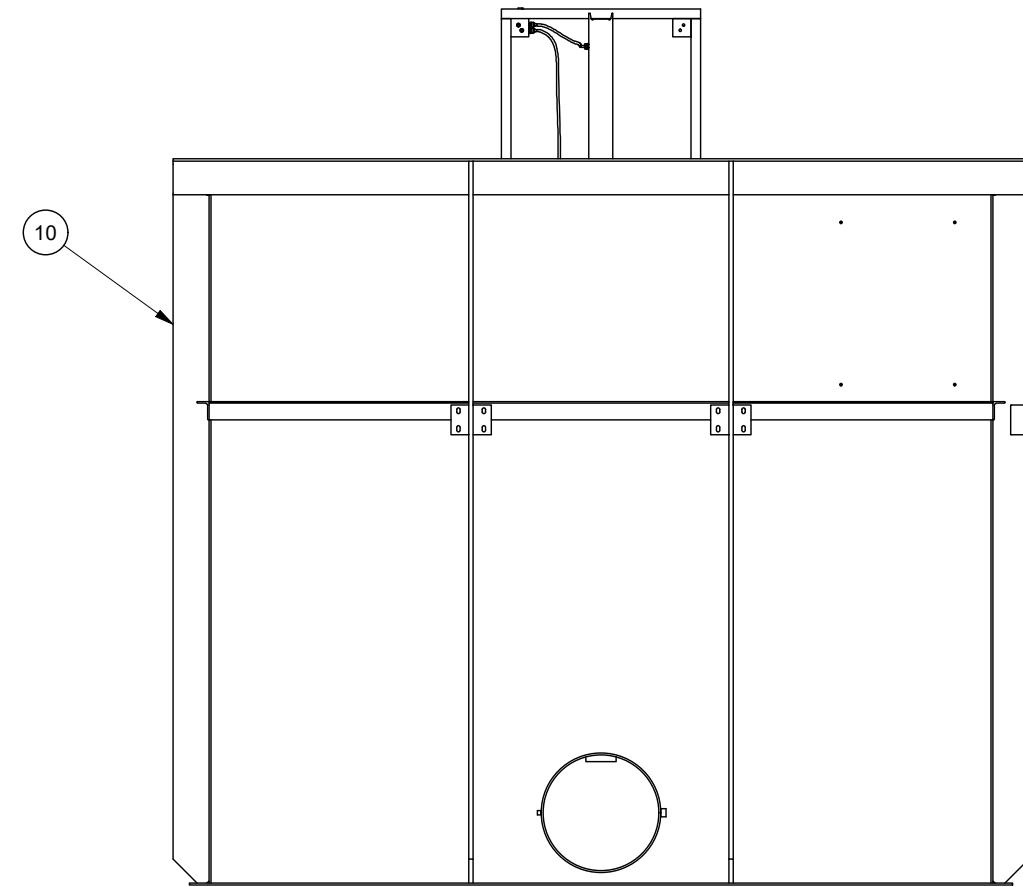
TITLE **TANK COMPONENTS**
TRIDENT® TR-840A WATER TREATMENT SYSTEM

DESIGNER PE84	CHECKER BA92	APPROVER DE111	DATE 2023-01-23
JOB NUMBER 24862A	DOCUMENT NUMBER 000288571	SHEET 1 OF 8	REV -

REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE	REFERENCE DOCUMENTS

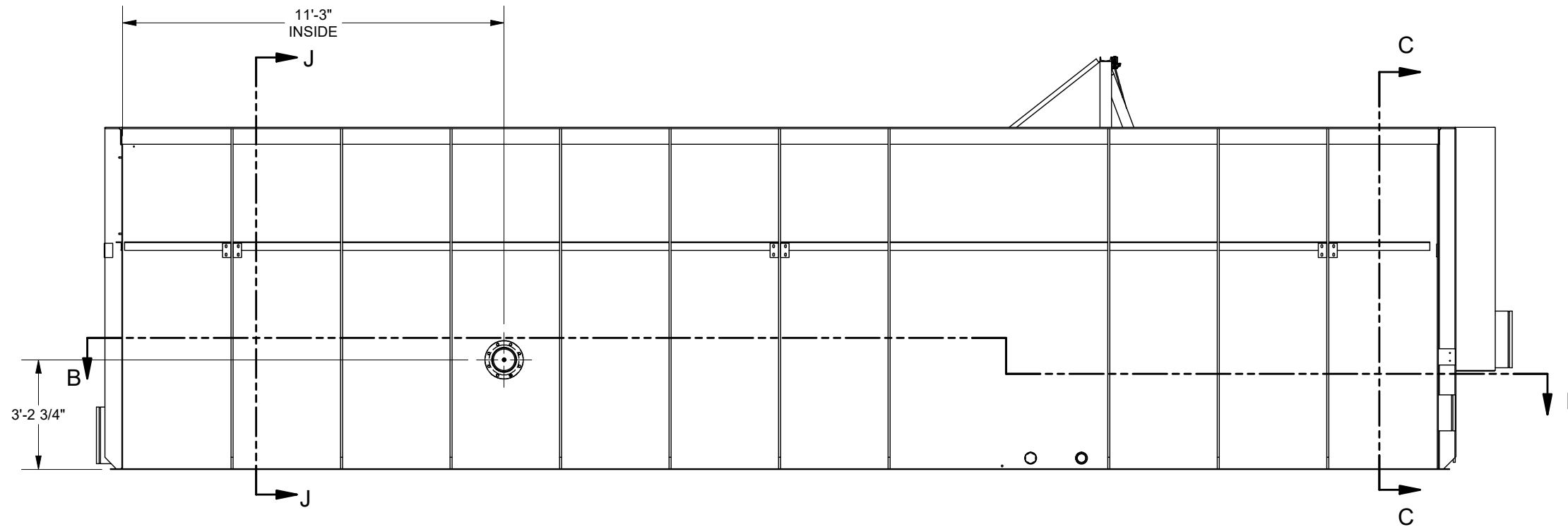


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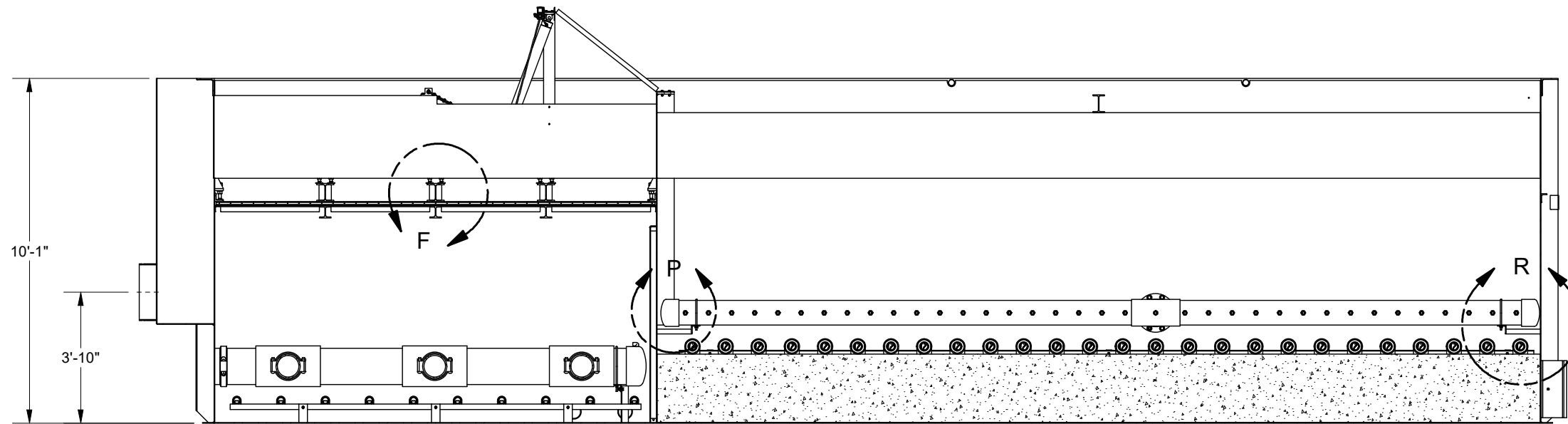


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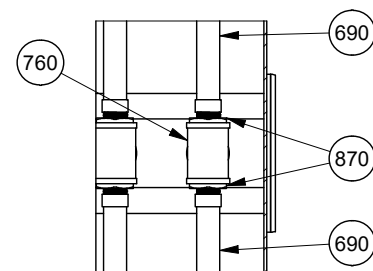
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JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
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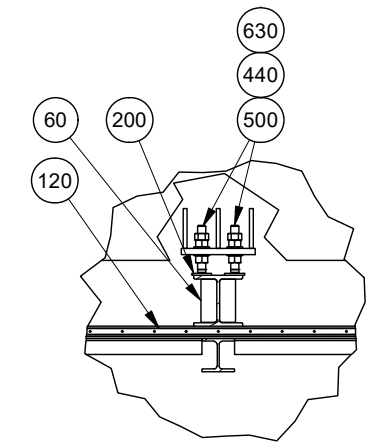
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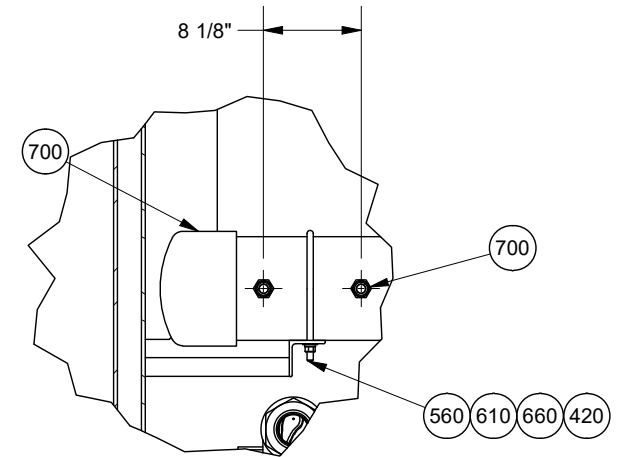
SECTION A-A
FROM SHEET 1



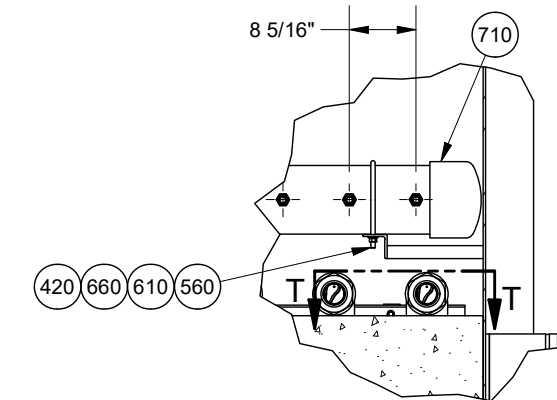
SECTION T-T
TYP



DETAIL F



DETAIL P



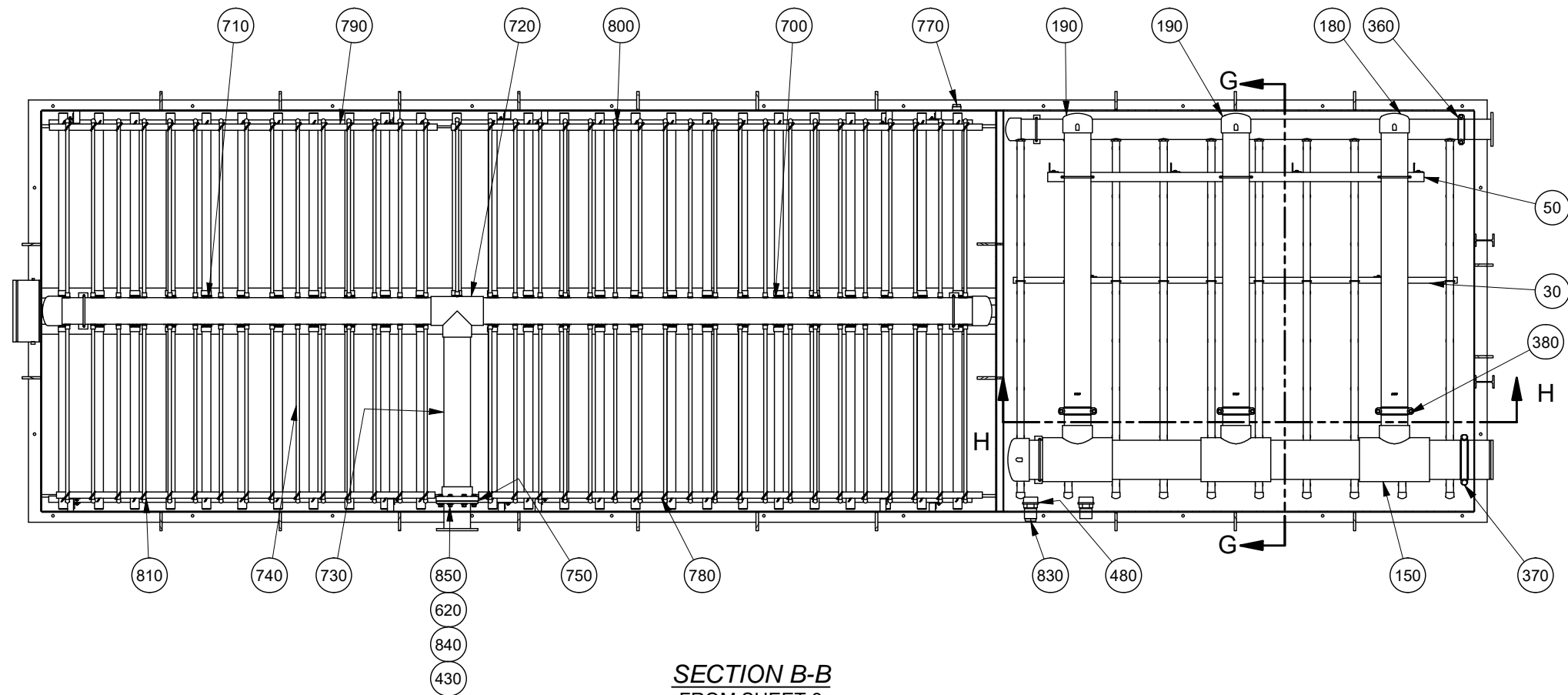
DETAIL R

WESTECH[®]

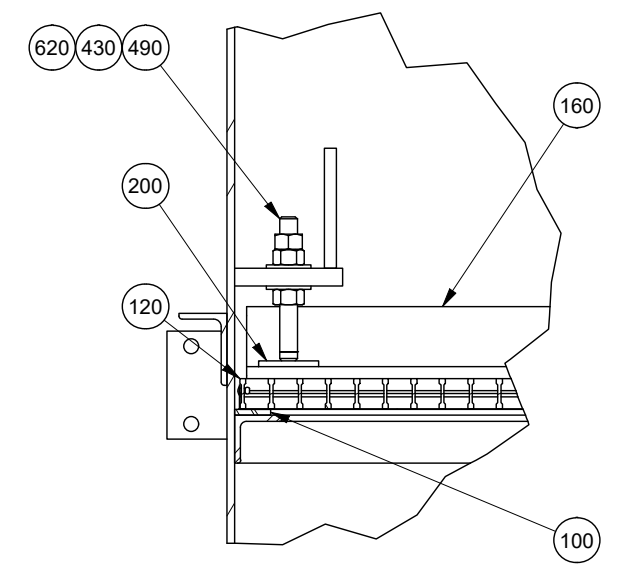
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TITLE **TANK COMPONENTS**
TRIDENT[®] TR-840A WATER TREATMENT SYSTEM

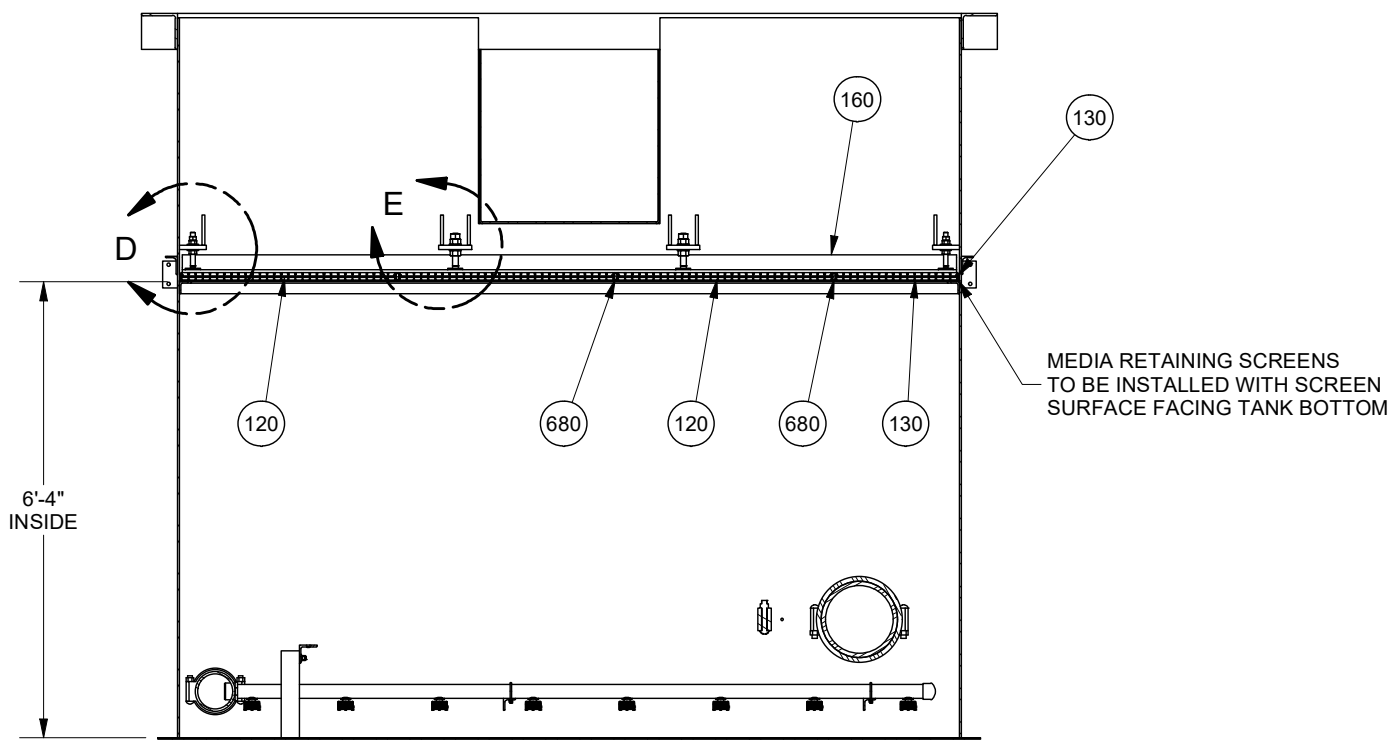
DESIGNER	CHECKER	APPROVER	DATE
PE84	BA92	DE111	2023-01-23
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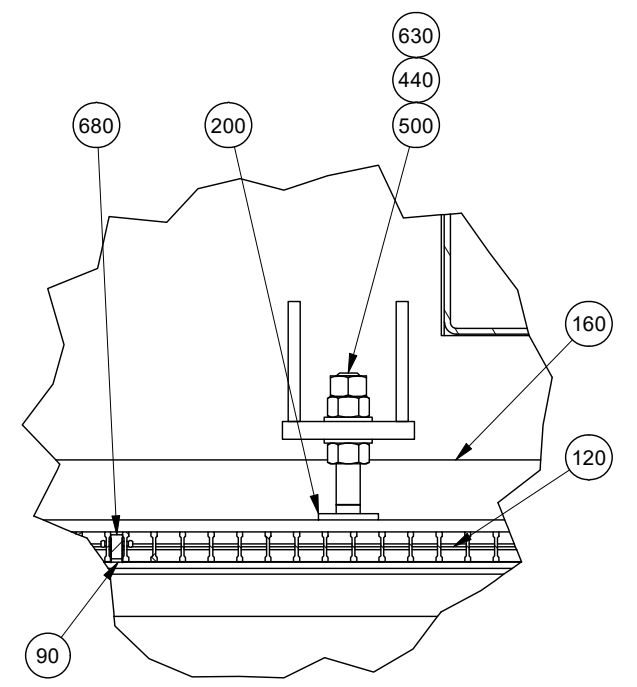
SECTION B-B
FROM SHEET 3



DETAIL D

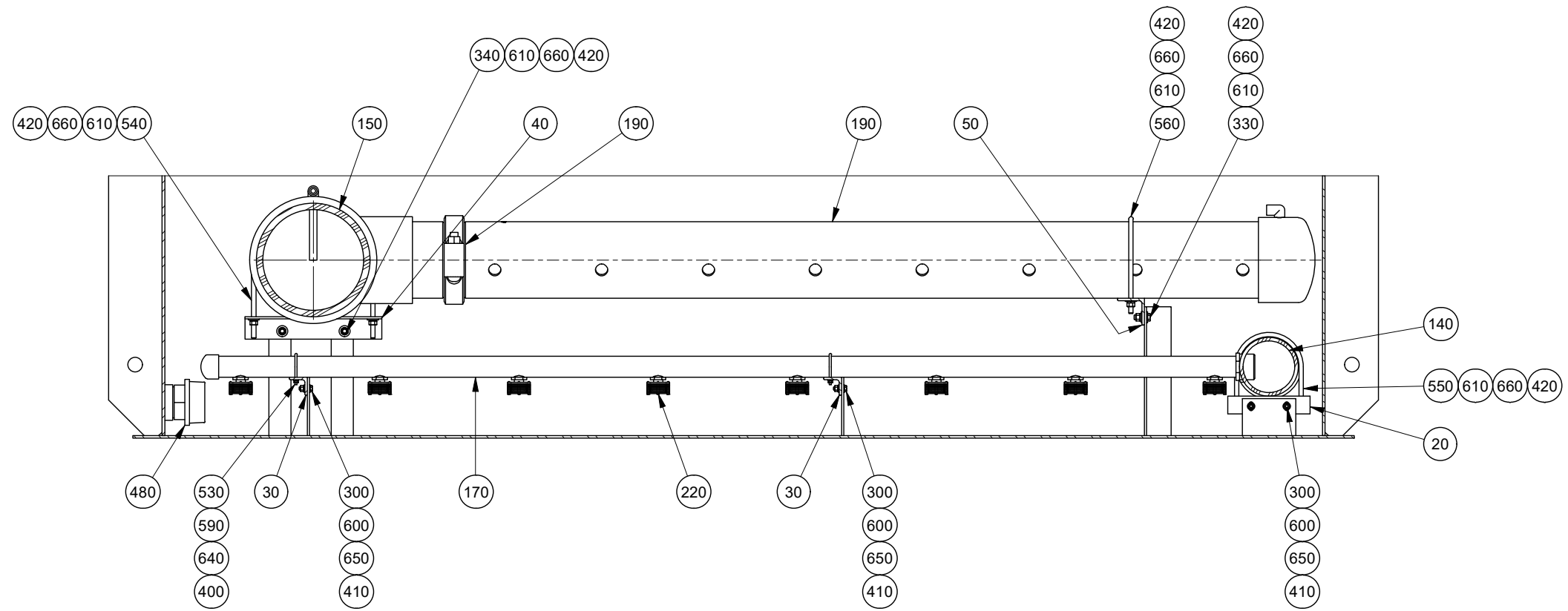


SECTION C-C
FROM SHEET 3

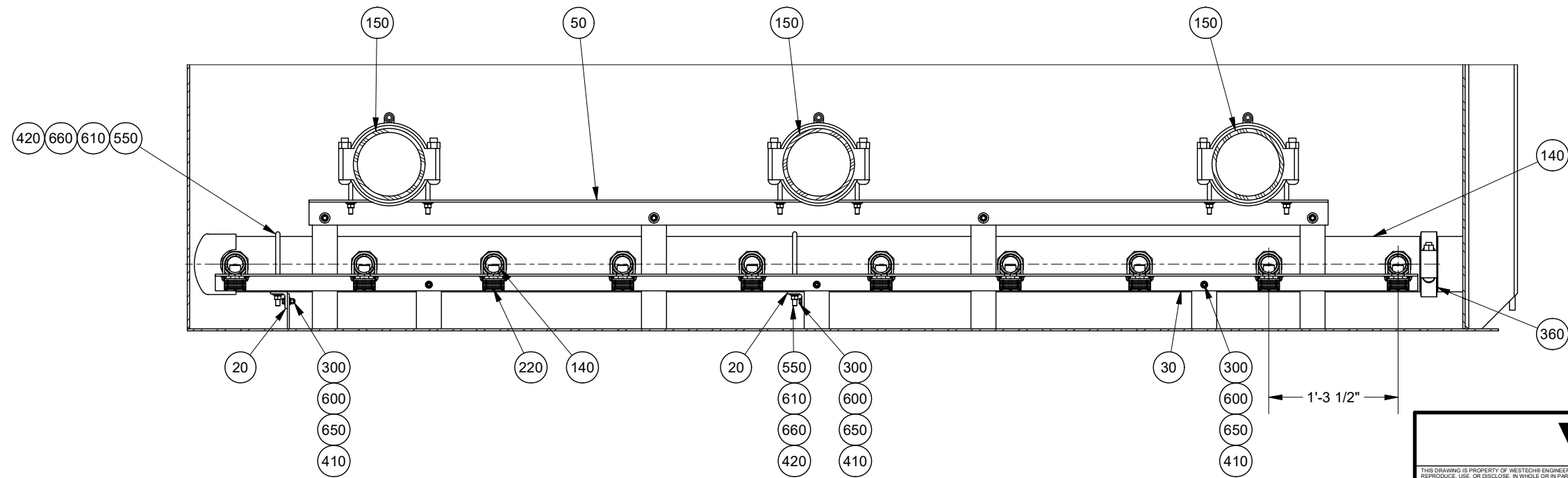


DETAIL E

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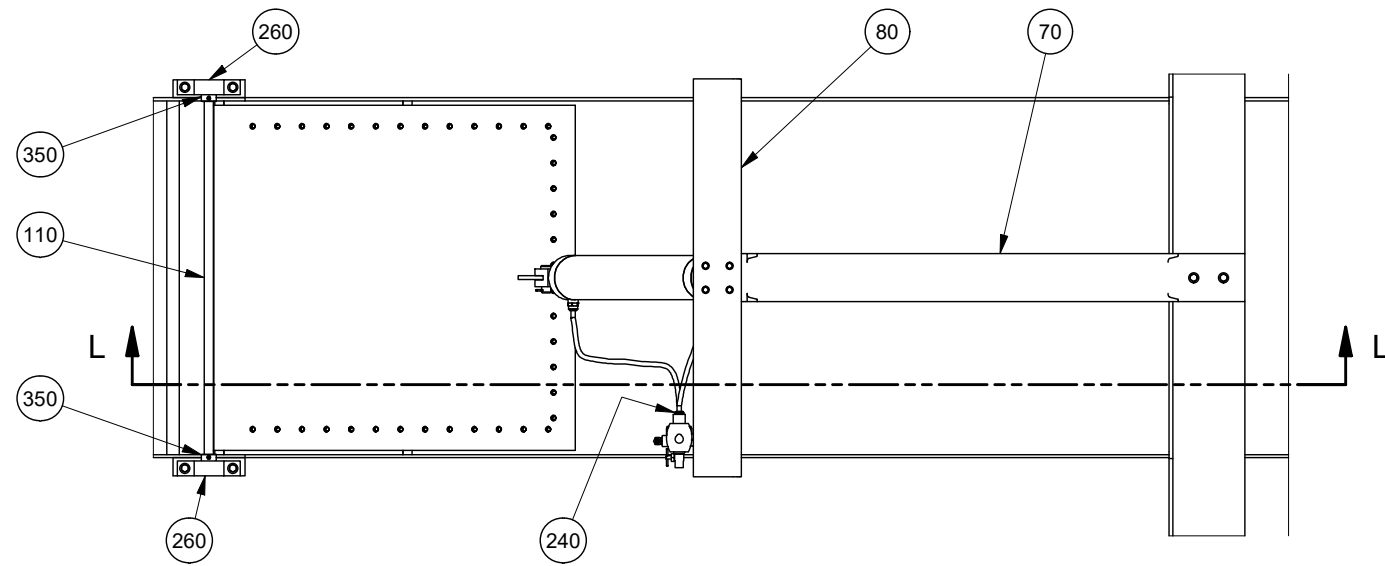


SECTION G-G
FROM SHEET 4

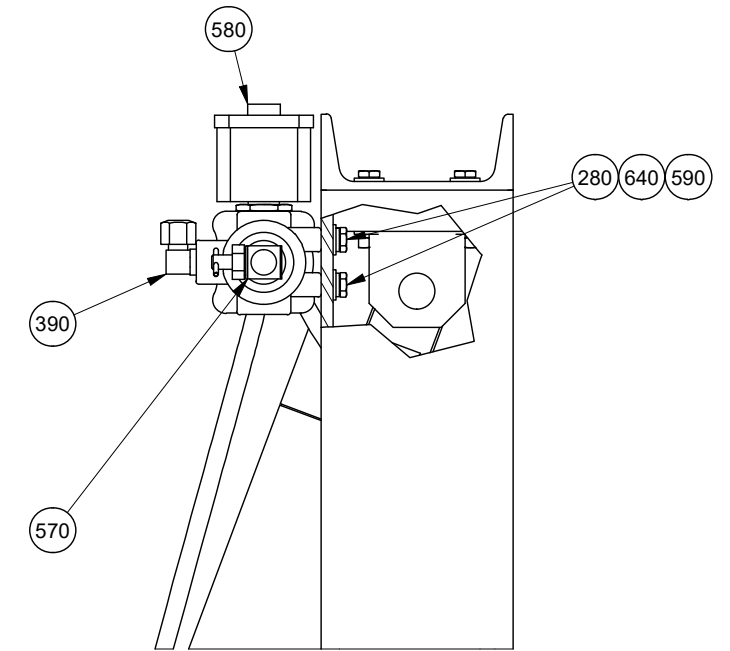


SECTION H-H
FROM SHEET 4

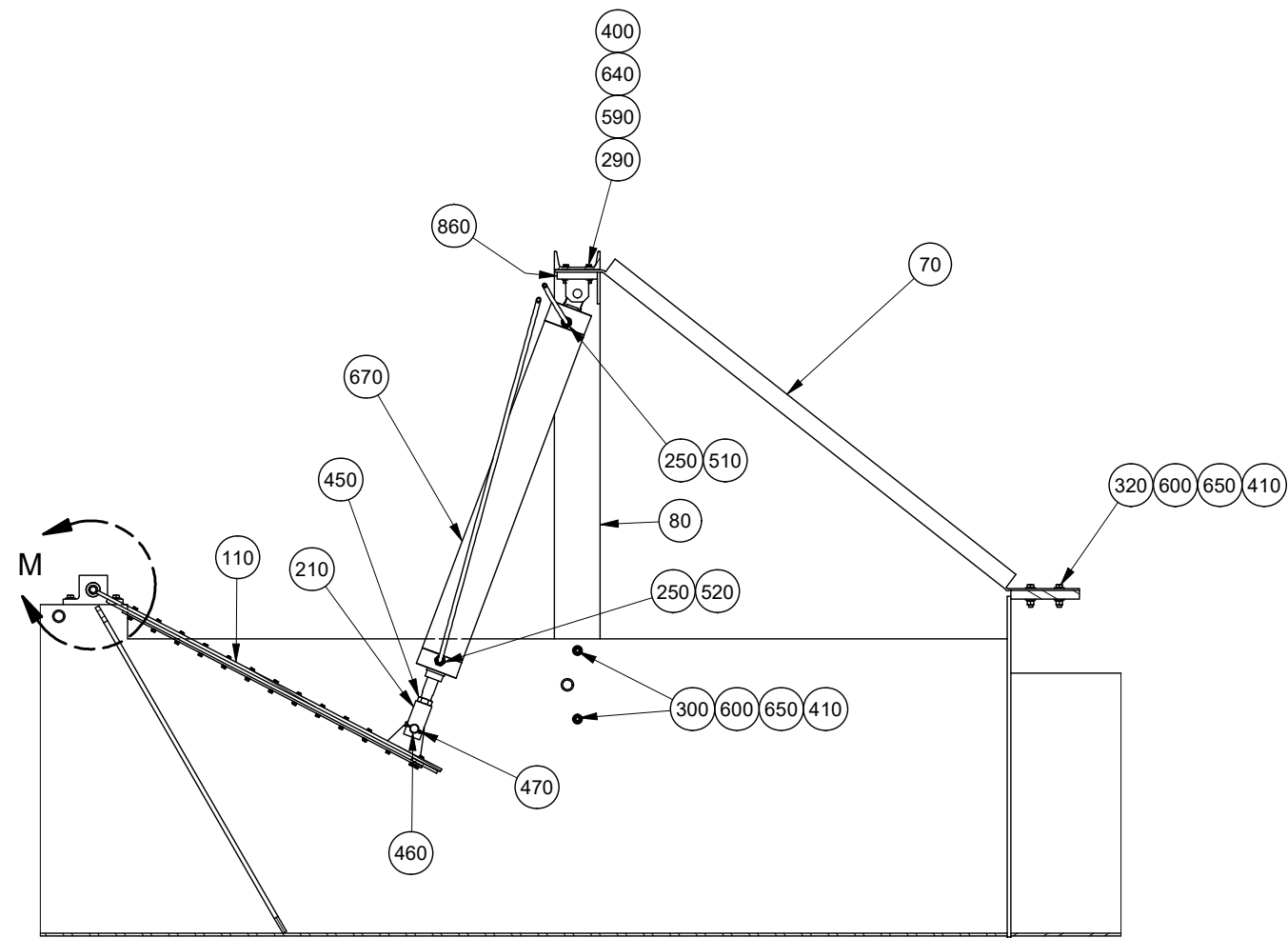
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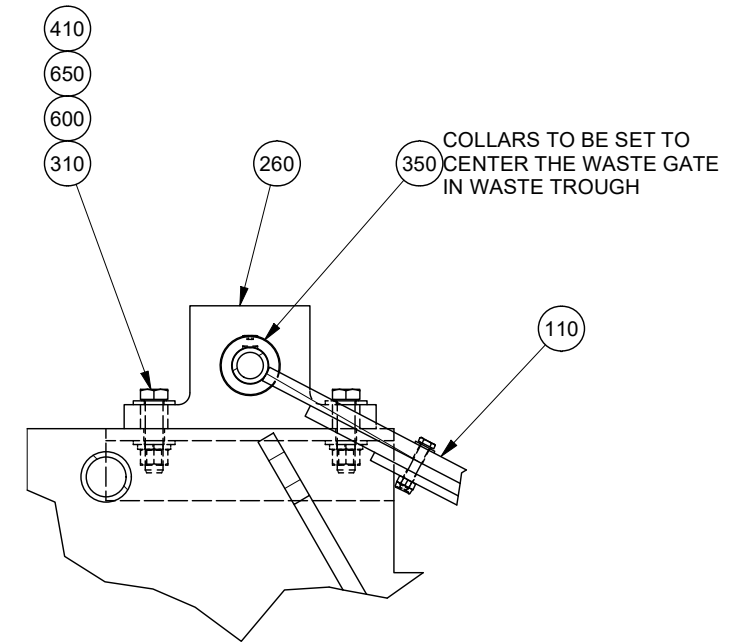
WASTE GATE ASSEMBLY



SOLENOID VALVE

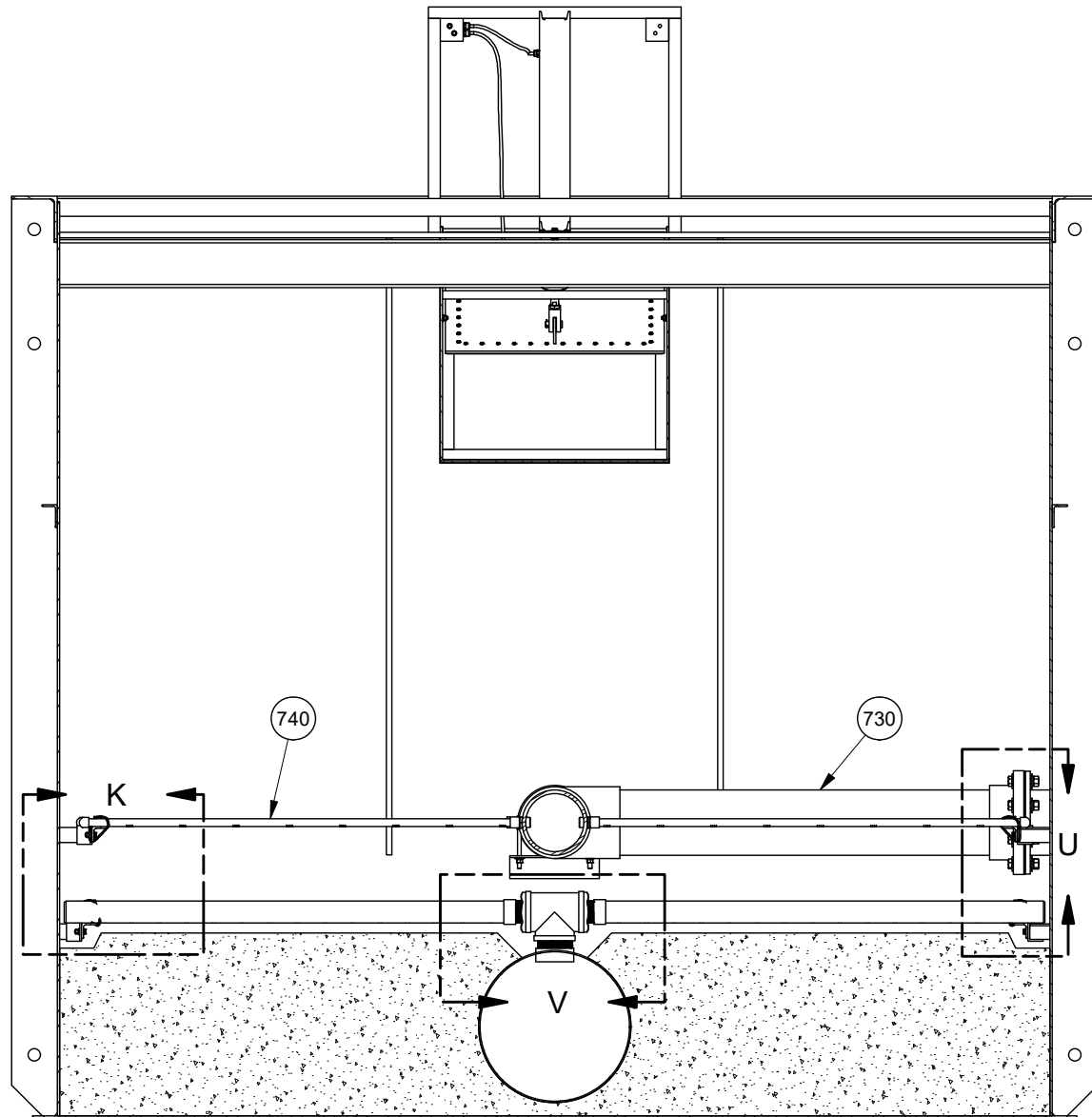


SECTION L-L



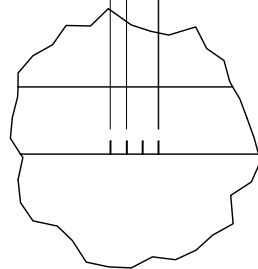
DETAIL M

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			REV -

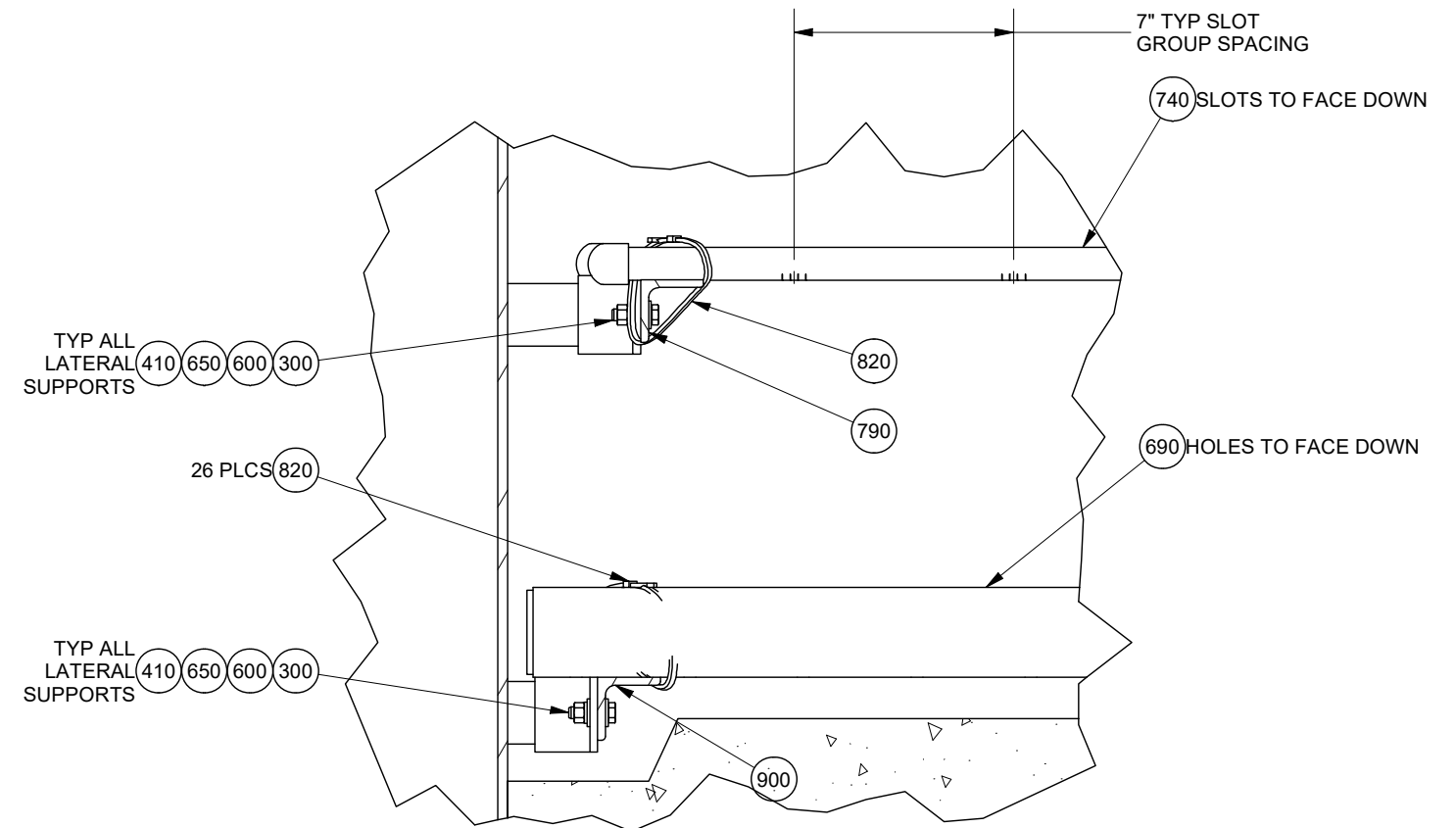
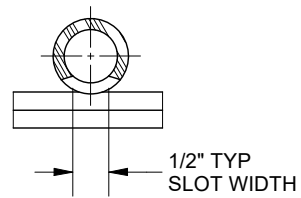


SECTION J-J
FROM SHEET 3

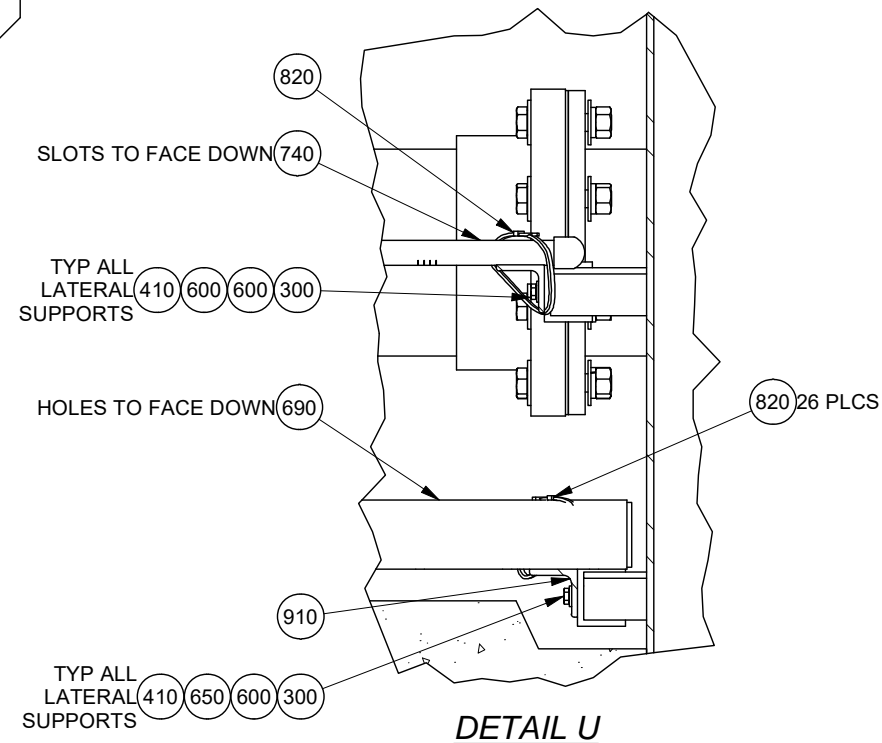
1/4" TYP SLOT SPACING
0.008 SLOT WIDTH
4 SLOTS PER GROUP



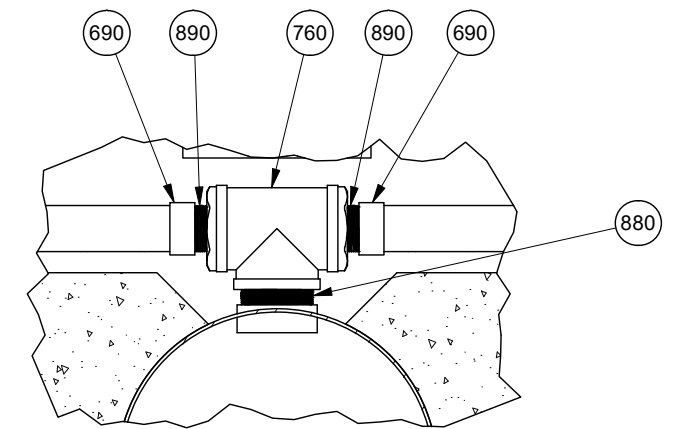
SLOT DETAILS



DETAIL K



DETAIL U

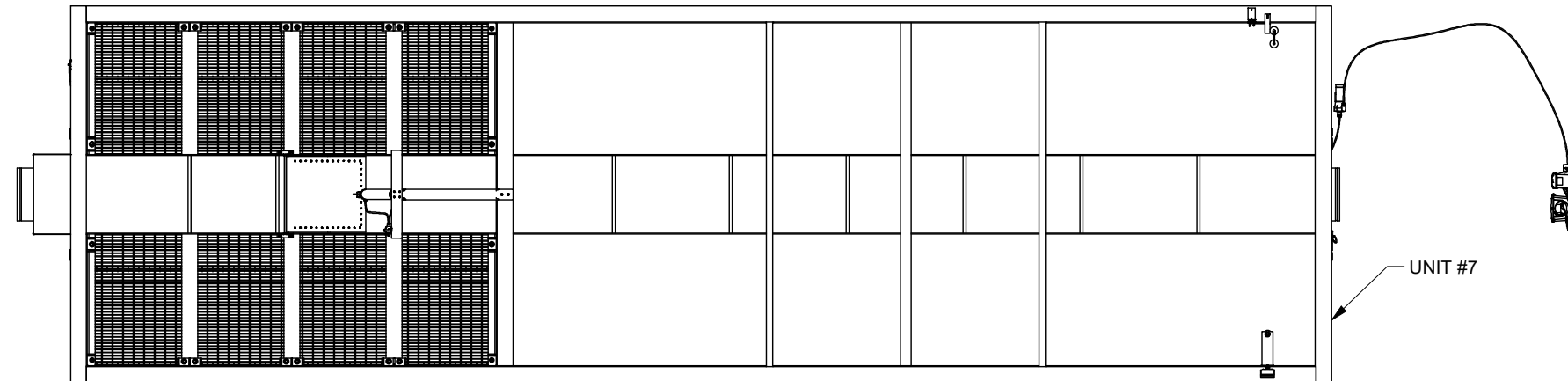
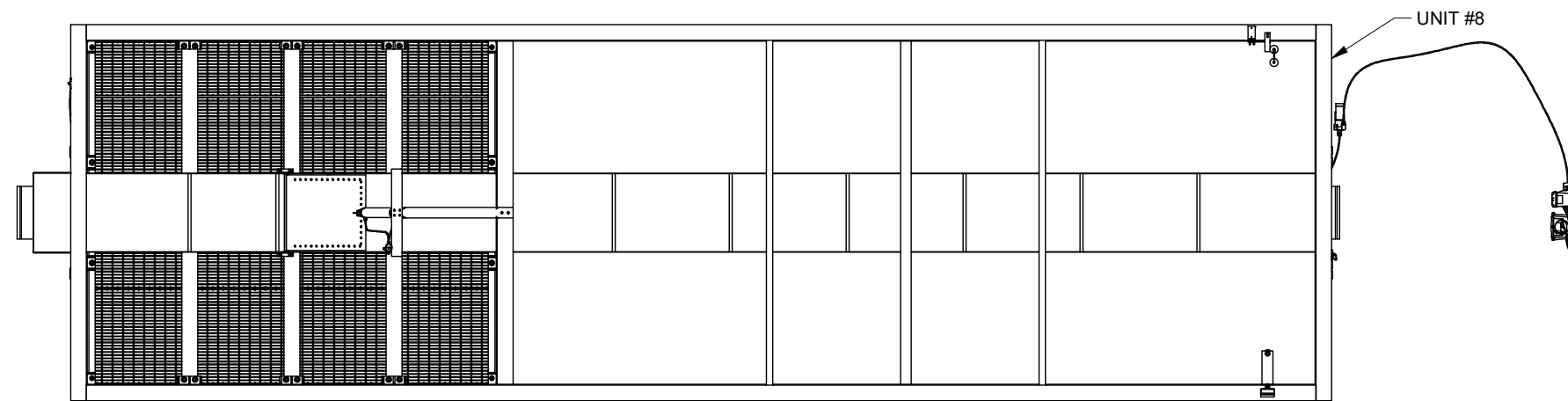
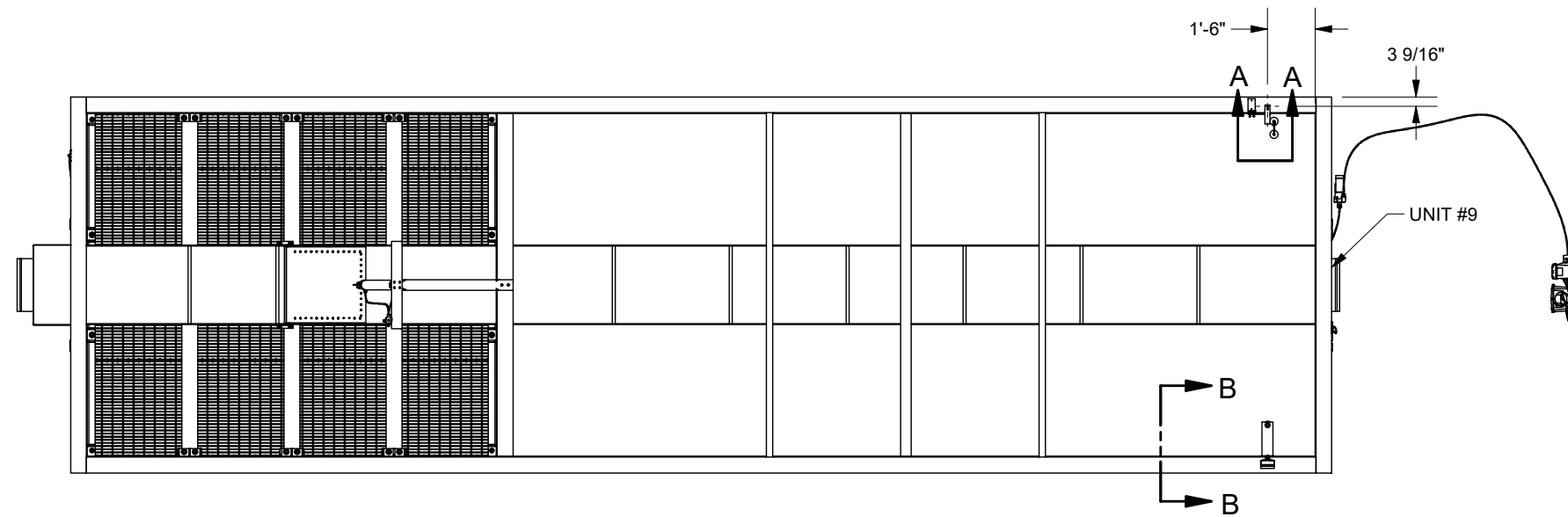


DETAIL V

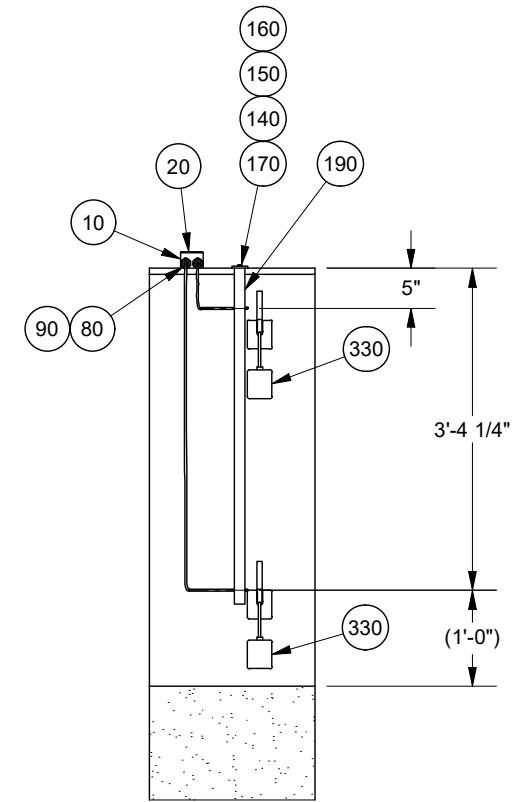
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JOB NUMBER 24862A	DOCUMENT NUMBER 0002885571	SHEET 7 OF 8	REV -

BILL OF MATERIAL								BILL OF MATERIAL							
PIECE	UNIT QTY	PART NO	DESCRIPTION	MATERIAL	LENGTH	WIDTH	TOTAL WT, LB	PIECE	UNIT QTY	PART NO	DESCRIPTION	MATERIAL	LENGTH	WIDTH	TOTAL WT, LB
10	1	0002885518	TANK FABRICATION, TRIDENT® TR-840 WATER TREATMENT SYSTEM	STL			30806.0	510	1	2-48809	TUBE, EXTRUDE, 0.375 OD x 0.0625 WALL x 60, WHITE, SEMI-CLEAR, FOOD GRADE	PE			0.0
20	2	1-12729	ANGLE, SUPPORT, AC AIR DIST HEADER, TR-840A	304-304L			5.0	520	1	2-48809	TUBE, EXTRUDE, 0.375 OD x 0.0625 WALL x 60, WHITE, SEMI-CLEAR, FOOD GRADE	PE			0.1
30	2	1-12277	ANGLE, SUPPORT, AC AIR DIST LATERAL, TR-840A	304-304L			79.0								
40	1	1-12728	ANGLE, SUPPORT, AC INFLUENT HEADER, TR-840A	304-304L			5.3	530	20	2-7769	U-BOLT, RND BEND, 0.25-20UNC x 2 PIPE SIZE x 3.25 LG	304			2.4
50	1	1-12276	ANGLE, SUPPORT, AC INFLUENT LATERAL, TR-840A	304-304L			50.8	540	1	2-11153	U-BOLT, RND BEND, 0.5-13UNC x 12 PIPE SIZE x 15.25 LG	304			2.2
60	3	1-12281	BEAM, MEDIA RETAINER, HOLD DOWN, TR-840	STL			825.2	550	2	2-7781	U-BOLT, RND BEND, 0.5-13UNC x 6 PIPE SIZE x 8.375 LG	304			2.4
70	1	1-10212	BRACE, WASTE GATE FRAME, TR-840A	A36			22.9	560	5	2-7783	U-BOLT, RND BEND, 0.5-13UNC x 8 PIPE SIZE x 10.375 LG	304			7.5
80	1	1-9703	FRAME, SUPPORT, WASTE GATE CYLINDER, TR-840A	A36			54.0	570	1	2-10656	VALVE, NEEDLE, 0.25 FNPT x 0.25 MNPT	BRS			0.2
90	2	1-48421	GASKET, MEDIA RETAINER, 0.25 x 1.5 x 130	NPRN			3.3	580	1	2-11246	VALVE, SOLENOID, NC, 0.25 x FNPT, 120VAC, 60HZ	BRASS			2.4
100	2	1-48422	GASKET, MEDIA RETAINER, 0.25 x 1.5 x 152	NPRN			3.8	590	50	2-5402	WSHR, FLAT, 0.25	304			0.2
110	1	1-9707	GATE, WASTE, ASSEMBLY, TR-840A	304-304L			96.2	600	68	2-5404	WSHR, FLAT, 0.375	304			0.8
120	3	1-12279	GRATING, AC MEDIA RETAINER A, TR-840A	SST-AL			367.8	610	28	2-5405	WSHR, FLAT, 0.5	304			0.9
130	1	1-12280	GRATING, AC MEDIA RETAINER B, TR-840A	SST-AL			70.6	620	24	2-5407	WSHR, FLAT, 0.75	304			2.1
140	1	1-12284	HEADER, AIR DISTRIBUTION, AC, TR-840A	PVC			67.1	630	32	2-5409	WSHR, FLAT, 1	304			3.4
150	1	1-13068	HEADER, INFLUENT, AC, TR-840A, TANK B	PVC			329.7	640	46	2-5415	WSHR, LOCK, MDM SPLIT, 0.25	304			0.1
160	2	0003532637	L 3 x 3 x 0.5 x 129				202.1	650	34	2-5433	WSHR, LOCK, MDM SPLIT, 0.375	304			0.2
170	10	1-12275	LATERAL, AIR DISTRIBUTION, AC, TR-840A	PVC			92.7	660	22	2-5434	WSHR, LOCK, MDM SPLIT, 0.5	304			0.3
180	1	1-12282	LATERAL, INFLUENT, AC, TR-840A, STYLE A	PVC			69.1	670	1	2-11120	CYL, PNEU, 3.25 BORE, 29 STRK, DBL ACT, PIVOT MNT	304			22.2
190	2	1-12283	LATERAL, INFLUENT, AC, TR-840A, STYLE B	PVC			138.3	680	3	2-8022	GASKET, STRIP, 0.5 THK x 1.0 WIDE, 1 SIDE(S) SKINNED, WITH ADHESIVE ON 1 SIDE(S)	NPRN	154		7.8
200	20	1-10213	PL 0.25 x 2.5 x 2.5	304			9.0								
210	1	1-9696	ROD CLEVIS, FABRICATED, 0.75-16UNF ROD, 3.125 LG, 0.75 PIN	304-304L			1.5	690	52	0002890199	EFFLUENT LATERAL PIPE ASSEMBLY				978.8
220	80	2-11030	STRAINER, MEDIA RETAINING, 0.75 MNPT, 640 STYLE	ABS-SST			11.9	700	1	0002890191	FILTER AIR HEADER PIPE ASSEMBLY				119.9
230	1	2-10985	ADHESIVE, MULTIPURPOSE, 24FL OZ AEROSOL, CLEAR	---			1.1	710	1	0002890192	FILTER AIR HEADER PIPE ASSEMBLY SHORT				93.9
240	2	2-11227	ADPTR, TUBE, RDCG, 150LB, 0.375 PUSH x 0.25 MPTF	ACETAL			0.0	720	1	0002890207	TEE, SCH 40, 6 SOC				14.4
250	2	2-11228	ADPTR, TUBE, RDCG, 150LB, 0.375 PUSH x 0.5 MPTF	ACETAL			0.1	730	1	0002890209	FILTER AIR HEADER PIPE				45.4
260	2	1-28893	BEARING, PLBLK, 0.75 SHAFT, 2 MOUNTING HOLES, SOLID HOUSING	UHMWPE			0.6	740	71	0002890193	LATERAL, SLOTTED, 41 LONG ASSEMBLY				30.8
								750	1	2-2732	GSKT, FLG, FULL FACE, 150LB, 8, 0.125 THK	NPRN			0.3
280	2	2-6318	CAP SCR, HEX, 0.25-20UNC x 0.5, FULL THREAD	304			0.0	760	26	2-8426	TEE, 150LB, 4 FNPT	316			339.9
290	4	2-6323	CAP SCR, HEX, 0.25-20UNC x 1.25	304			0.1	770	1	2-25623	PLUG, PIPE, HEX HEAD, SOLID, 2 MNPT, BLK	A105			2.2
300	28	2-6354	CAP SCR, HEX, 0.375-16UNC x 1.25	304			1.6	780	1	0002937290	LATERAL SUPPORT ANGLE RIGHT LONG				45.0
310	4	2-6355	CAP SCR, HEX, 0.375-16UNC x 1.5	304			0.3	790	1	0002937288	LATERAL SUPPORT ANGLE LEFT				34.6
320	2	2-6356	CAP SCR, HEX, 0.375-16UNC x 1.75	304			0.1	800	1	0002937287	LATERAL SUPPORT ANGLE RIGHT				47.4
330	4	2-6370	CAP SCR, HEX, 0.5-13UNC x 1.5	304			0.5	810	1	0002937289	LATERAL SUPPORT ANGLE LEFT SHORT				33.8
340	2	2-6371	CAP SCR, HEX, 0.5-13UNC x 1.75	304			0.3	820	123	2-36268	CABLE TIE, 11 LG, 0.18 WD, STANDARD, LOCKING	304			1.2
350	2	2-3809	COLLAR, SHAFT, SET SCREW, SOLID, 0.75	303			0.3	830	1	2-25625	PLUG, PIPE, HEX HEAD, SOLID, 3 MNPT, BLK	A105			5.5
360	1	2-32669	CPLG, PIPE, FLEX, 6 GRV	316			11.3	840	8	2-5436	WSHR, LOCK, MDM SPLIT, 0.75	304			0.3
370	1	2-32672	CPLG, PIPE, FLEX, 12 GRV	316			24.4	850	8	2-6510	CAP SCR, HEX, 0.75-10UNC x 3.5	304			4.7
380	3	2-32670	CPLG, PIPE, FLEX, 8 GRV	316			55.5	860	1	2-46744	BRACKET, CLEVIS, 0.75 PIN DIA	SST			3.3
390	1	2-7071	ELBOW, RDCG, 90 DEG, 3000LB, 0.375 CPRSN x 0.25 MNPT	BRS			0.1	870	52	2-56797	BUSHING, PIPE, OUTSIDE HEX, 150LB, 4 MNPT x 2.5 FNPT	316			88.4
400	44	2-5882	NUT, HEX, 0.25-20UNC	304			0.4	880	26	2-56810	NIPPLE, PIPE, PLAIN, TBE, NPT, SCH 40, 4 x CLOSE, N/A	CHANGE ME			67.6
410	34	2-5887	NUT, HEX, 0.375-16UNC	304			0.6	890	52	2-56800	NIPPLE, PIPE, PLAIN, TBE, NPT, SCH 40S, 2.5 x 3 LG	316-316L			49.4
420	22	2-5890	NUT, HEX, 0.5-13UNC	304			1.0	900	1	0003254212	EFFLUENT LATERAL SIDE SUPPORT ANGLE				82.4
430	20	2-5895	NUT, HEX, 0.75-10UNC	304			2.8	910	1	0003256849	EFFLUENT LATERAL SIDE SUPPORT ANGLE, SIDE BACK				82.4
440	48	2-5906	NUT, HEX, 1-8UNC	304			16.0								
450	1	2-5980	NUT, JAM, 0.75-16UNF	304			0.1								
460	1	2-11060	PIN, CLEVIS, FLAT HEAD x HOLE END, 0.75 DIA, 2 LG	304			0.3								
470	1	2-11075	PIN, COTTER, EXT PRONG, CHISEL PT, 0.125 x 1.25	18-8			0.0								
480	2	2-10949	STRAINER, SUCTION SCREEN, 3 MNPT, 10 MESH	NYL			1.0								
490	4	2-7579	STUD, FULL THD, 0.75-10 UNC x 6	304			3.0								
500	16	2-7580	STUD, FULL THD, 1-8 UNC x 6	304			21.6								

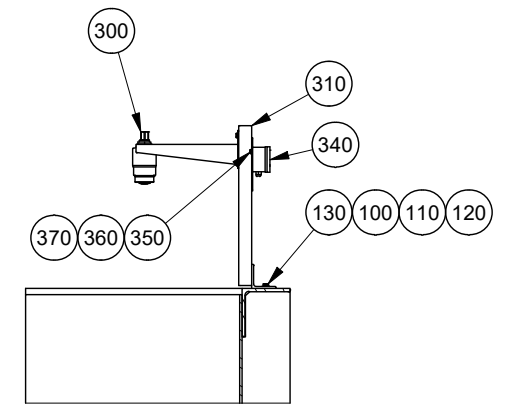
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TITLE TANK COMPONENTS TRIDENT® TR-840A WATER TREATMENT SYSTEM			
DESIGNER PE84	CHECKER BA92	APPROVER DE111	DATE 2023-01-23
JOB NUMBER 24862A	DOCUMENT NUMBER 0002885571		SHEET 8 OF 8
			REV -



PLAN VIEW



SECTION A-A



SECTION B-B

NOTES:

1. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.

BACKCHARGES FOR FIELDWORK OF ANY KIND ARE NOT ACCEPTABLE WITHOUT PRIOR WRITTEN AUTHORIZATION BY WESTECH ENGINEERING, LLC.

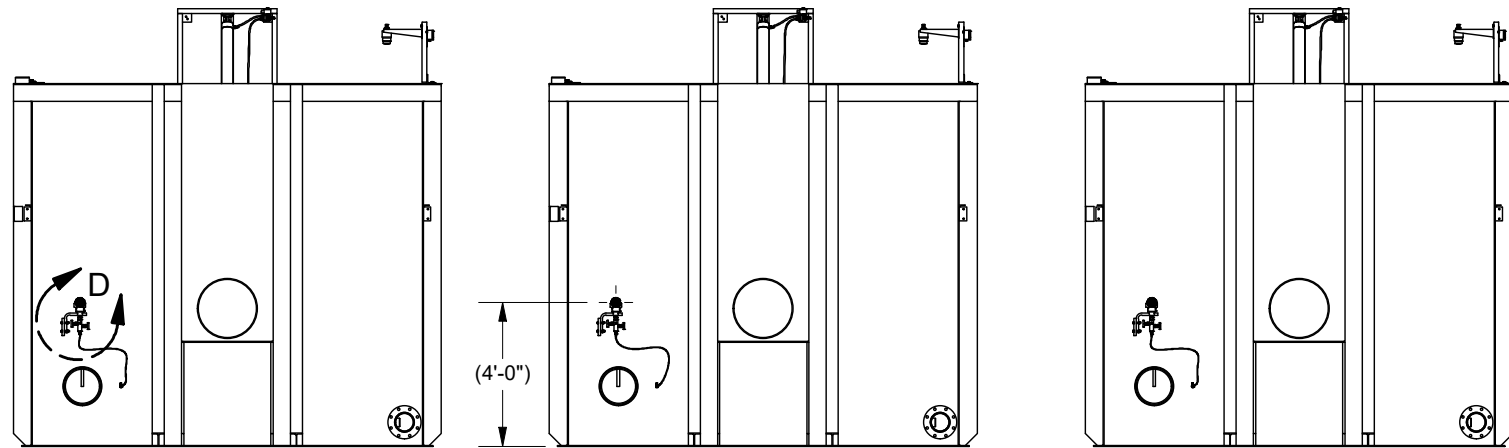
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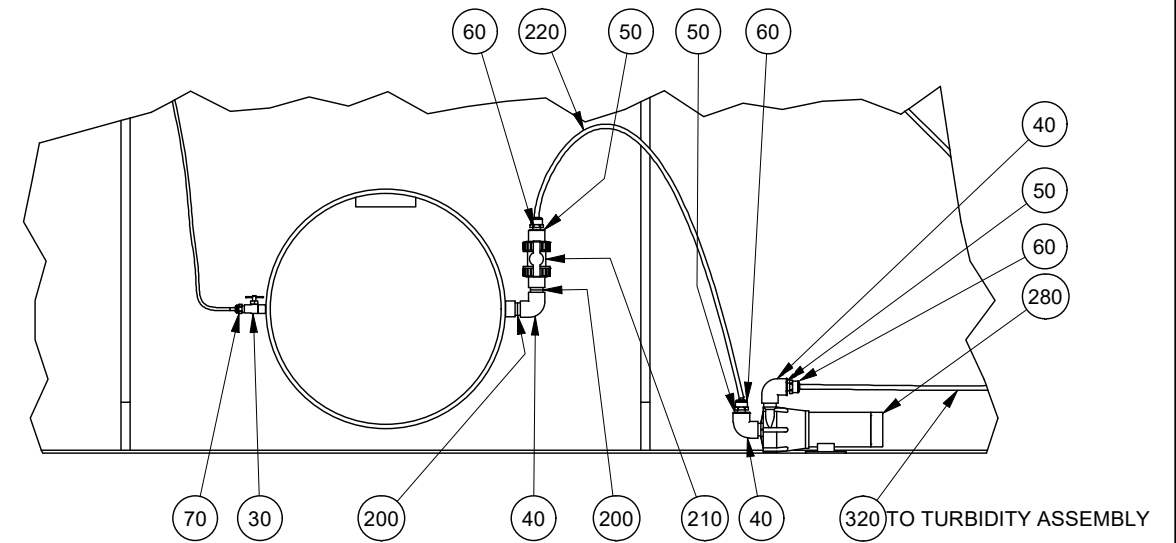
TITLE **INSTRUMENTATION COMPONENTS, THREE UNITS**
TRIDENT® TR-840A, WATER TREATMENT SYSTEM

DESIGNER	CHECKER	APPROVER	DATE
PE84	BA92	DE111	2023-02-10
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0003053858	1 OF 4	-

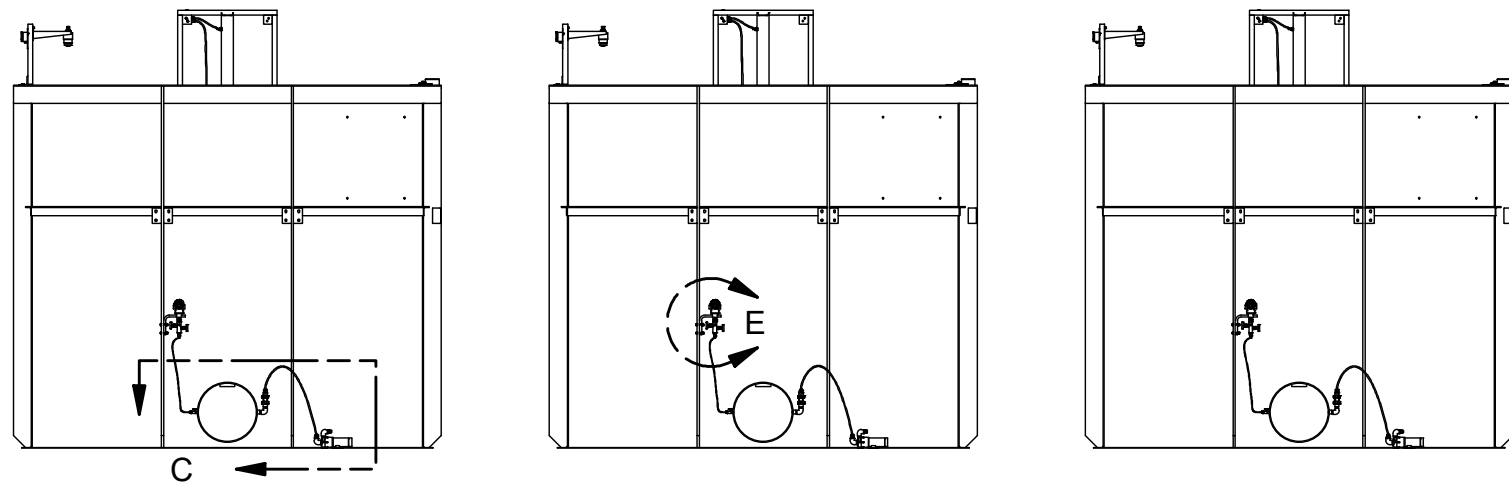
REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE	REFERENCE DOCUMENTS



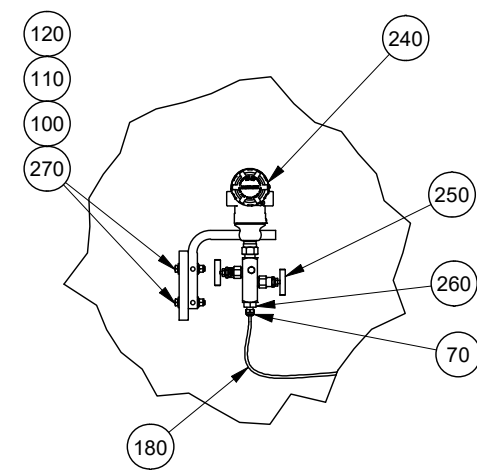
INFLUENT END ELEVATION



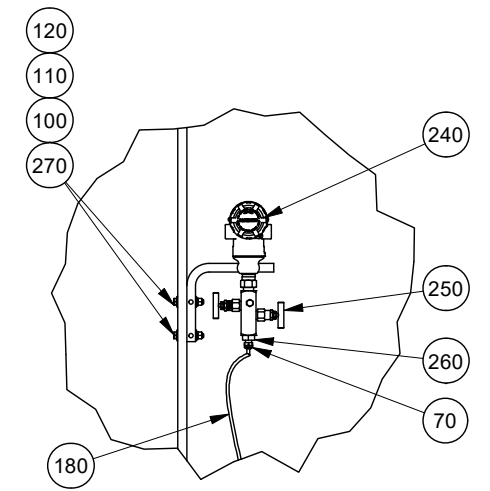
DETAIL C
TYP
EFFLUENT TURBIDITY SAMPLE PUMP
FILED MOUNTED BY OTHERS



EFFLUENT END ELEVATION
CUSTOM TURBIDITY PANELS ARE NOT SHOWN

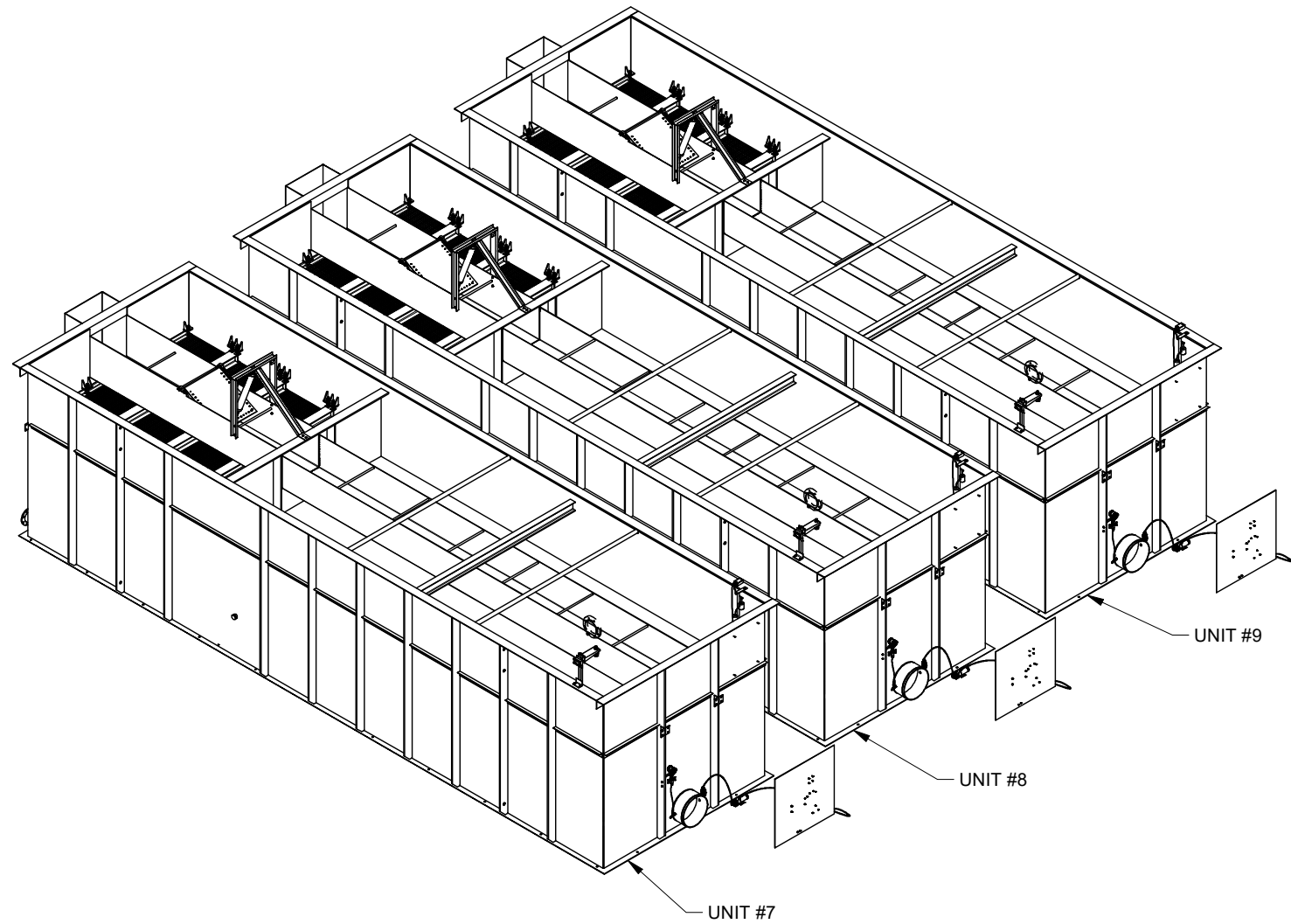


DETAIL D

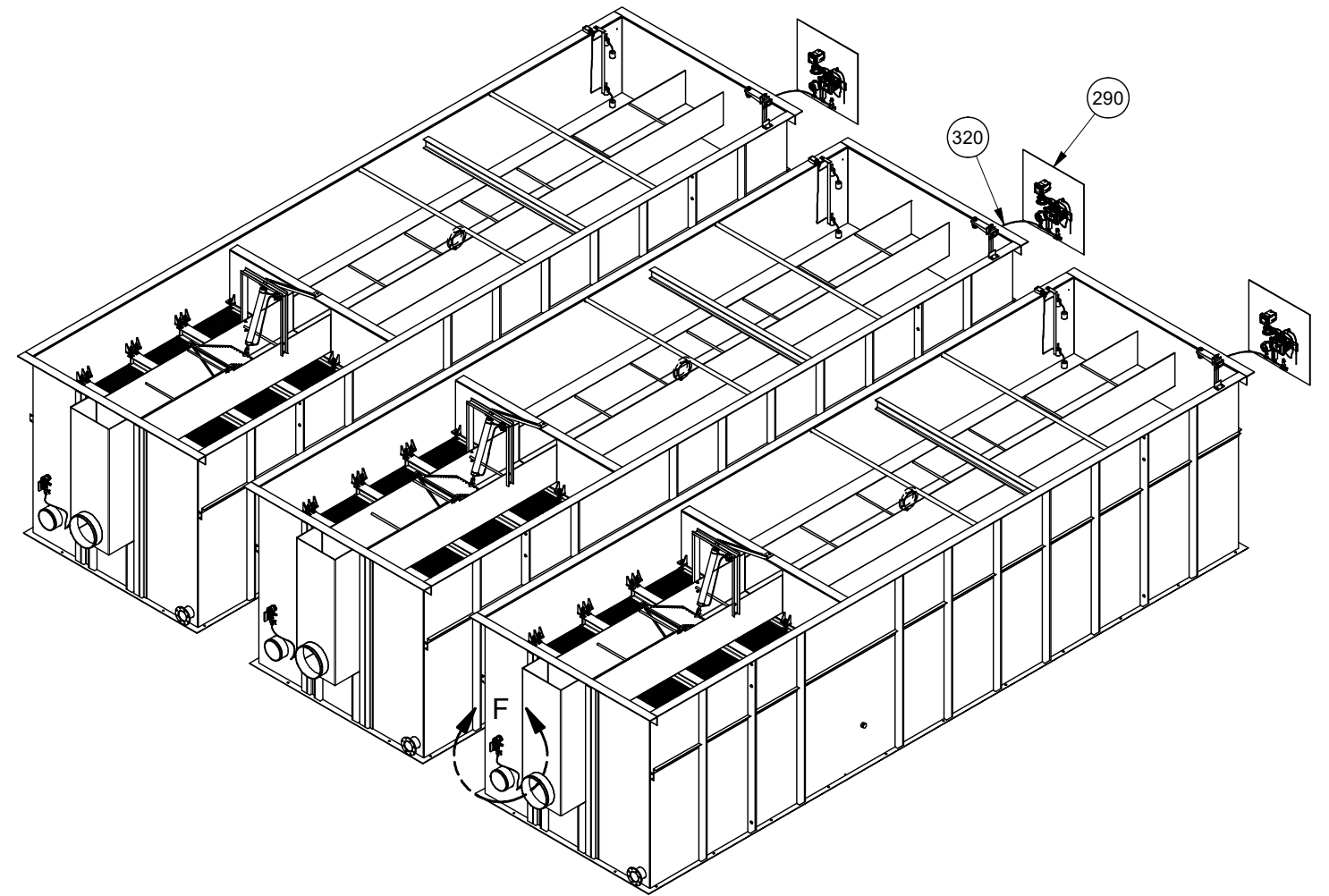


DETAIL E

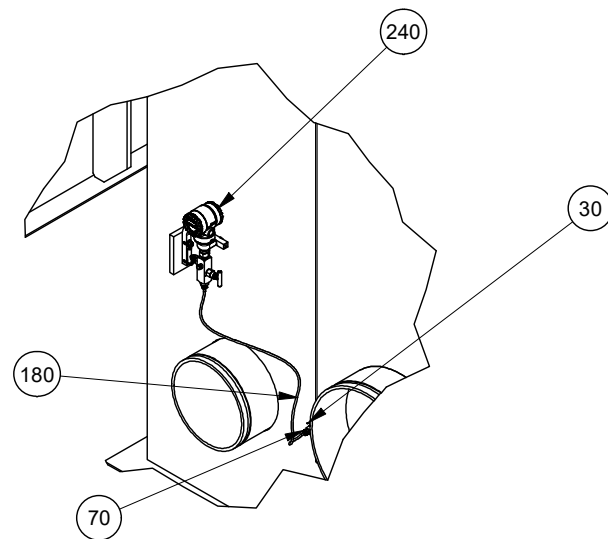
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TITLE INSTRUMENTATION COMPONENTS, THREE UNITS TRIDENT® TR-840A, WATER TREATMENT SYSTEM			
DESIGNER	CHECKER	APPROVER	DATE
PE84	BA92	DE111	2023-02-10
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0003053858	2 OF 4	-



EFFLUENT END ISOMETRIC

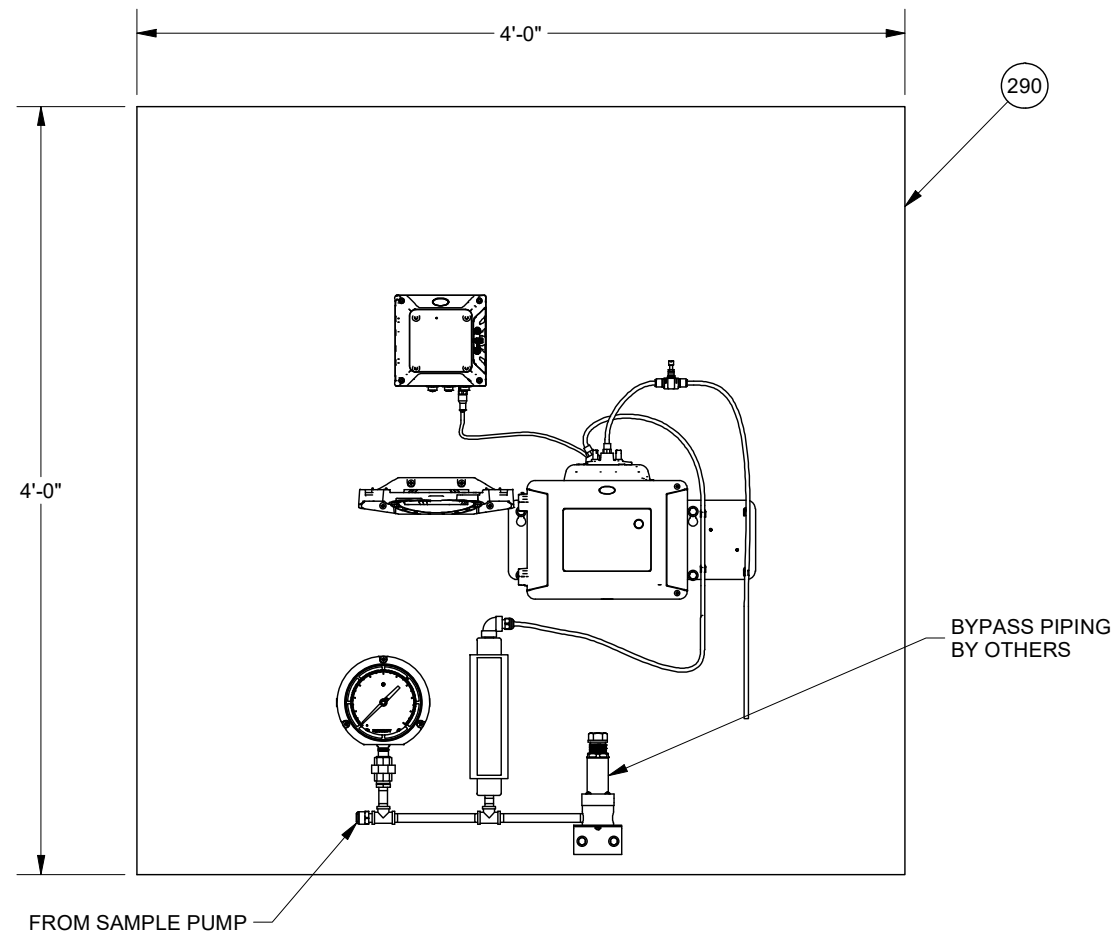


INFLUENT END ISOMETRIC



DETAIL F
TYP

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TITLE INSTRUMENTATION COMPONENTS, THREE UNITS TRIDENT[®] TR-840A, WATER TREATMENT SYSTEM			
DESIGNER	CHECKER	APPROVER	DATE
PE84	BA92	DE111	2023-02-10
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0003053858	3 OF 4	-




PIECE 290
EFFLUENT TURBIDITY ASSEMBLY
FIELD MOUNTED BY OTHERS

NOTES:

1. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
2. SET CLARIFIER PRESSURE GAUGE AT ZERO AFTER THE TANK IS FILLED TO OPERATING WATER LEVEL BUT BEFORE PLANT FLOW HAS BEEN STARTED. SET SWITCH CONTACTS TO CLOSE AT A READING OF 3 PSI ON THE GAUGE. THIS SETTING IS VITAL TO THE STRUCTURE OF THE ADSORPTION CLARIFIER AND MUST BE SET AS ACCURATELY AS POSSIBLE. SET SWITCH CONTACTS TO CLOSE AT A READING OF 2 PSI ON THE GAUGE. PROCESS AND PLANT OPERATION REQUIREMENTS MAY VARY THIS SETTING PLUS OR MINUS BUT THE SETTING SHOULD NOT EXCEED 2.5 PSI.
3. SET FILTER HEADLOSS GAUGE AT ZERO AFTER THE TANK IS FILLED TO OPERATING WATER LEVEL BUT BEFORE FILTERING FLOW HAS BEEN STARTED. SET HEADLOSS SWITCH CONTACTS TO CLOSE AT A READING OF 8 FT H₂O VAC ON THE GAUGE. PROCESS AND PLANT OPERATION REQUIREMENTS MAY VARY THIS SETTING PLUS OR MINUS. SET SWITCH CONTACTS TO CLOSE AT A READING OF 4 PSI.
4. LENGTH OF SAMPLE TUBING TO BE AS SHORT AS PRACTICAL TO MINIMIZE LAG TIME IN SAMPLING.
5. ADJUST TURBIDIMETER NEEDLE VALVE TO OBTAIN AN APPROXIMATE 5 TO 7 GPH SAMPLE RATE.

BILL OF MATERIAL						
PIECE	UNIT QTY	PART NO	DESCRIPTION	MATERIAL	LENGTH	TOTAL WT, LB
10	3	2-11247	BOX, ELEC, 1 GANG, 4 HUB, 0.5 HUB SIZE, 17 CU IN	AL		1.8
20	3	2-11248	COVER, ELEC BOX, BLANK, 1 GANG, BRUSHED ALUM FINISH	AL		0.0
30	6	2-10656	VALVE, NEEDLE, 0.25 FNPT x 0.25 MNPT	BRS		1.2
40	9	2-5995	ELBOW, 90 DEG, SCH 80, 0.75 FNPT	PVC		0.9
50	9	2-4088	BUSHING, PIPE, FLUSH, SCH 80, 0.75 MNPT x 0.375 FNPT	PVC		0.3
60	9	2-11221	ADPTR, TUBE, 150LB, 0.375 PUSH x 0.375 MPTF	ACETAL		0.3
70	12	2-11219	ADPTR, TUBE, 150LB, 0.25 PUSH x 0.25 MPTF	ACETAL		0.2
80	6	2-11287	GRIP, CORD, STRAIGHT, 0.5 HUB, 0.125-0.375 CORD	6061		0.4
90	6	2-11254	NUT, LOCK, SEALING, 0.5-14NPT, YLW ZINC	STL		0.1
100	36	2-5404	WSHR, FLAT, 0.375	304		0.4
110	18	2-5433	WSHR, LOCK, MDM SPLIT, 0.375	304		0.1
120	18	2-5887	NUT, HEX, 0.375-16UNC	304		0.3
130	6	2-6355	CAP SCR, HEX, 0.375-16UNC x 1.5	304		0.4
140	12	2-5402	WSHR, FLAT, 0.25	304		0.1
150	6	2-5415	WSHR, LOCK, MDM SPLIT, 0.25	304		0.0
160	6	2-5882	NUT, HEX, 0.25-20UNC	304		0.1
170	6	2-6324	CAP SCR, HEX, 0.25-20UNC x 1.5	304		0.2
180	6	2-48813	TUBE, EXTRUDE, 0.25 OD x 0.040 WALL x 120, WHITE, SEMI-CLEAR, FOOD GRADE	PE	66	0.5
190	3	1-49992	BRACKET, FLOAT SWITCH, 6.25 PJTN x 42 LG	304-304L		21.1
200	6	2-5814	NIPPLE, PIPE, PLAIN, TBE, NPT, SCH 80, 0.75 x SHORT	PVC		0.2
210	3	2-11403	VALVE, BALL, TRUE UNION, FULL PORT, SCH 80, T HDL, QTR TURN, 0.75, SOC	PVC		1.5
220	3	2-48814	TUBE, EXTRUDE, 0.375 OD x 0.0625 WALL x 72, WHITE, SEMI-CLEAR, FOOD GRADE	PE	75	0.3
240	6	2-56422	TRANSMITTER, PRESSURE, GA PRESS, 0.5 FNPT, -14.7 TO 30 PSI, 0.05 % ACCURACY, 4-20 mA 2 WIRE SIGNAL, LOCAL DISPLAY			14.6
250	6	2-18100	MANIFOLD, 2-VALVE, N/A, 0.5 FNPT INLET x 0.5 MNPT OUTLET x 0.25 FNPT BLEED, INLINE, PTFE PACKING	316		5.5
260	6	2-4316	BUSHING, PIPE, OUTSIDE HEX, 150LB, 0.5 MNPT x 0.25 FNPT	304		0.8
270	12	2-6358	CAP SCR, HEX, 0.375-16UNC x 2.25	304		1.1
280	3	2-35967	PUMP, CNTFGL, 0.75 x 0.75, 0.063HP, 3150RPM, 115VAC, 60HZ, MNPT	PP		27.0
290	3	0003513125	TURBIDIMETER PANEL ASSY, CUSTOM, LASER, SC4500 CONTROLLER, PUMP			140.0
300	3	2-54277	TRANSMITTER, LEVEL, RADAR, TIME OF FLIGHT, NON-HAZARDOUS AREA, 2 WIRE, 4-20mA LOOP, 15m MAX RANGE, 2 MNPT	AL		16.5
310	3	0003529271	RADAR LEVEL MOUNTING AND BRACKET ASSEMBLY			28.9
320	3	2-48814	TUBE, EXTRUDE, 0.375 OD x 0.0625 WALL x 72, WHITE, SEMI-CLEAR, FOOD GRADE	PE	438	1.3
330	6	2-57464	SWITCH, FLOAT, SUSPENSION, NO/NC, MERCURY FREE SWITCH, 180 CBL	PP		19.8
340	3	2-57364	LOOP POWERED PROCESS INDICATOR, PLASTIC FIELD HOUSING, 4-20mA +HART +LEVEL FOR FMR20+FMX21 +FMG50, NON-HAZARDOUS AREA	PVDF		5.1
350	6	2-33285	CAP SCR, HEX, CLASS A2-70, M6-1 x 20, FULL THREAD	304		0.0
360	12	2-18715	WSHR, FLAT, M6	304		0.1
370	6	2-38899	NUT, LOCK, NYL INSERT, CLASS A2, M6-1.00	304		0.0



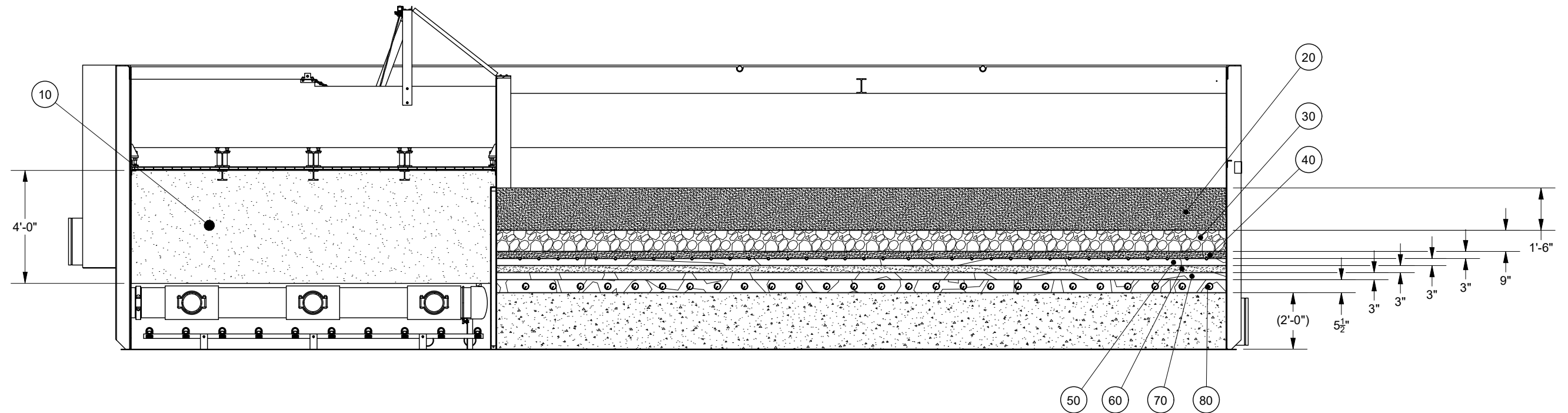
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TITLE INSTRUMENTATION COMPONENTS, THREE UNITS
TRIDENT® TR-840A, WATER TREATMENT SYSTEM

DESIGNER	CHECKER	APPROVER	DATE
PE84	BA92	DE111	2023-02-10
JOB NUMBER		DOCUMENT NUMBER	SHEET
24862A		0003053858	4 OF 4
			REV
			-

BILL OF MATERIAL								
PIECE	PART NO	MEDIA VOLUME	DESCRIPTION	MATERIAL	LENGTH	WIDTH	TOTAL WT, LB	
10	2-6992	560 ft ³	MEDIA, AC, 50/50 VIRGIN/R&S (MS107/MS110), NSF APPROVED	HDPE			20720.0	
20	2-4804	425 ft ³	ANTHRACITE, 1.0-1.1 MM EFF SIZE, 1.7 MAX UC, 1.4 MIN SG, MS-4	ANTHRACITE			22525.0	
30	2-11029	221 ft ³	SAND, SILICA, 0.35-0.45 MM EFF SIZE, 1.4 UC MAX, MIN SG OF 2.60, MS-18	SAND SIL			22100.0	
40	2-5953	74 ft ³	SAND, GARNET, 0.2-0.32 MM EFF SIZE, 1.7 UC MAX, MIN SG OF 3.8, MS-21	SAND GAR			9028.0	
50	2-4795	74 ft ³	GRAVEL, GARNET, 1.4 x 1.6, 1.6 UC MAX, 3.8 SG MIN, MS-22	GRAVEL			10730.0	
60	2-4761	74 ft ³	GRAVEL, GRADED, 0.1875 x 0.375, 2.5 SG MIN	GRAVEL			7400.0	
70	2-4762	74 ft ³	GRAVEL, GRADED, 0.375 x 0.75, 2.5 SG MIN	GRAVEL			7400.0	
80	2-4745	139 ft ³	GRAVEL, GRADED, 0.75 x 1.5, 2.5 SG MIN	GRAVEL			13900.0	



NOTES:

1. THE BILL OF MATERIAL LISTS THE MEDIA REQUIRED FOR ONE UNIT, INCLUDING OVERAGE. MEDIA QUANTITY PROVIDED FOR THREE NEW UNITS.
2. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
3. ALL LAYERS OF MEDIA TO BE LEVEL AND IN ACCORDANCE WITH MEDIA PLACEMENT SPECIFICATIONS.
PLACEMENT TOLERANCE:
LAYERS 3" AND LESS: ± 1/2"
LAYERS 9" AND DEEPER: ± 1"
FINISHED FILTER BED: ± 1"
4. FILTER GUARANTEE REQUIRES WESTECH ENGINEERING'S TECHNICAL DIRECTION DURING MEDIA PLACEMENT.
5. FILTER MEDIA BAGS MUST BE PROTECTED FROM THE WEATHER AND STACKED NOT MORE THAN 5 (FIVE) HIGH TO PREVENT BREAKAGE. WHEN BULK SHIPMENT IS USED THE FILTER MEDIA MUST BE PROTECTED FROM THE WEATHER AND COVERED TO PREVENT WIND-BLOWN LOSS DURING MEDIA PLACEMENT.
6. APPROXIMATELY TWO BACKWASH AND SKIMMING OPERATIONS WILL BE REQUIRED DURING MEDIA PLACEMENT. EACH BACKWASH WILL BE ABOUT A 10 MINUTE DURATION.
7. FILTER MEDIA PLACEMENT MUST BE DONE UNDER WESTECH ENGINEERING'S DIRECTION AFTER ALL ELECTRICAL, HYDRAULIC AND CONTROL SYSTEMS ARE INSTALLED AND/OR REPAIRED AND OPERABLE PRIOR TO ARRIVAL OF TECHNICAL DIRECTOR.
8. MEDIA SHOULD BE PLACED IN ADSORPTION CLARIFIER AFTER ALL AIR WASH LATERALS AND SUPPORTS HAVE BEEN ASSEMBLED AND PRIOR TO INSTALLATION OF MEDIA RETAINER COVER. THERE IS TO BE NO UNSCREENED OPENINGS IN MEDIA RETAINING COVER. SEE PROJECT'S O&M MANUAL FOR MEDIA INSTALLATION PROCEDURES.

BACKCHARGES FOR FIELDWORK OF ANY KIND ARE NOT ACCEPTABLE WITHOUT PRIOR WRITTEN AUTHORIZATION BY WESTECH ENGINEERING, LLC.

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TITLE **MEDIA LOADING SCHEDULE**
TRIDENT® TR-840A WATER TREATMENT SYSTEM

DESIGNER	CHECKER	APPROVER	DATE
PE84	BA92	DE111	2023-02-17
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0002885579	1 OF 1	-

REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE	REFERENCE DOCUMENTS

NOTES:

1. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
 2. FIELD TOUCH-UP PAINT, LABOR AND COATINGS ARE NOT SUPPLIED BY WESTECH.
 3. EPOXY COATINGS CHALK WHEN EXPOSED TO UV LIGHT AND WILL FADE.
 4. SURFACE PREPARATION AND COATING APPLICATION:
 - a. SHALL BE IN ACCORDANCE WITH NACE/SSPC STANDARDS, COATING MANUFACTURER'S PRODUCT DATA SHEET AND WESTECH WORKMANSHIP STANDARD QR-00-063 (SECTION 3.1).
 - b. PRE-CLEANING - VERIFY THAT ALL SURFACES ARE FREE OF WELD SLAG, SPATTER, SHARP EDGES, AND BURRS PER QR-00-063 (SECTION 2.1).
 - c. CLEANING - PRIOR TO ABRASIVE BLAST CLEANING, SOLVENT WIPE PER SSPC SP1. REMOVE ALL VISUAL GREASE, OIL, WAX, AND ALL OTHER CONTAMINATION.
 - d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.
 5. FOR FIELD RECOAT WINDOWS, REFER TO THE COATING MANUFACTURER'S PRODUCT DATA SHEET, AND FOR EXACT SHOP COATING APPLICATION DATES, CONTACT WESTECH.
 6. COATING THICKNESS RESTRICTION LEVEL SHALL BE IN ACCORDANCE WITH SSPC PA2, TABLE 1 - RESTRICTION LEVEL 3 (80%-120%).
 7. MACHINED SURFACES AND FORGED (ANSI) PIPE FLANGE FACES SHALL BE PROTECTED FROM ABRASIVE BLAST CLEANING AND COATING APPLICATION IN ACCORDANCE WITH THE WESTECH WORKMANSHIP STANDARD QR-00-063 (SECTIONS 2.6 AND 3.1). AFTER COATING APPLICATION IS COMPLETE, APPLY LPS3, COSMOLINE OR EQUIVALENT RUST INHIBITOR TO PROTECT THESE SURFACES DURING SHIPPING.
 8. FOR SUBMERGED APPLICATIONS: STRIPE COAT ALL WELDS, CUT EDGES, BOLT HOLES AND SLOTS USING A BRUSH. STRIPE COAT PER SSPC PA GUIDE 11 MAY BE COMPLETED AFTER PRIME COAT. STRIPE COAT 1" [25mm] BEYOND EDGE OR WELD.
 9. PIPING 24" OR LESS IN DIAMETER IS ONLY COATED ON THE OUTSIDE SURFACES, EXCEPT FOR TANK AND VESSEL NOZZLES, WHICH REQUIRE COATINGS TO BE APPLIED BOTH INTERNALLY AND EXTERNALLY.
 10. ALL BUYOUT ITEMS SUCH AS NON-WESTECH DRIVES, BEARING HOUSINGS, AND MOTORS RECEIVE MANUFACTURER'S STANDARD PROTECTIVE COATINGS.
 11. NON-FERROUS MATERIALS, SUCH AS FIBERGLASS, ALUMINUM, PLASTIC, ETC. SHALL NOT BE COATED, EXCEPT WHEN SPECIFICALLY STATED ON DRAWINGS OR IN THE PURCHASE ORDER.
 12. COATING THICKNESS SHALL BE MEASURED ABOVE THE PEAKS OF THE ANCHOR PROFILE. COATING SYSTEMS OF LESS THAN (15) mils DRY FILM THICKNESS (DFT) SHALL INCLUDE A "BASE METAL READING" ADJUSTMENT TO THE DRY FILM THICKNESS GAGE. WHEN THE ABRADED SURFACE IS INACCESSIBLE DUE TO COATING APPLICATION, AND NO REFERENCE SURFACE IS AVAILABLE, A MINIMUM OF (1) mil DRY FILM THICKNESS SHALL BE SUBTRACTED FROM THE DRY FILM THICKNESS GAGE READINGS.
13. USE A MAXIMUM OF 5% F041-0088 THINNER CLEAR BY VOLUME WITH TNEMEC SERIES 21.
14. REFERENCE NOTES: ONLY APPLICABLE WHEN SPECIFIC DATA IS LISTED UNDER "INSPECTION REQUIREMENTS"
- NACE CERTIFIED COATING INSPECTION - (IF YES) - COATING SHALL BE INSPECTED BY A NACE CERTIFIED INSPECTOR, LEVEL 1 OR HIGHER. SPECIFY LEVEL ON THE NEXT LINE.
- HOLIDAY TEST - (IF YES) - HOLIDAY TESTING SHALL BE IN ACCORDANCE WITH THE COATING MANUFACTURER'S PRODUCT DATA SHEET (PREFERRED METHOD) OR PER NACE SP-0188.
- SOLUBLE SALT TEST - (IF YES) - TESTING SHALL BE PERFORMED IN ACCORDANCE WITH SSPC GUIDE-15. LIMITS SHALL BE DEFINED AS MILLIGRAMS/METER² (mg/m²). IF CLIENT DOES NOT SPECIFY, SEND REQUEST FOR INFORMATION.
- ADHESION TEST - (IF YES) - TESTING SHALL BE PERFORMED IN ACCORDANCE WITH ASTM D3359 "X-CUT ADHESION" (TAPE) OR ASTM D4541 (PULL-OFF). IF PULL-OFF IS SPECIFIED, MINIMUM ADHESION SHALL BE SPECIFIED IN PSI AND BASED ON COATING MANUFACTURER'S RECOMMENDATIONS.
15. THE MAXIMUM TOTAL DRY FILM THICKNESS (DFT) FOR NSF 61 CERTIFIED COATINGS USING SERIES 21 IS 20 mils. DO NOT EXCEED.
16. STAINLESS STEEL COMPONENTS WELDED TO CARBON STEEL SHALL BE COATED EXCEPT WHERE NOTED ON DRAWING.

EQUIPMENT DESCRIPTION:

TYPE OF EQUIPMENT / TAG NUMBER(S): SUBMERGED PROCESS EQUIPMENT (DOMESTIC)

ITEMS REQUIRING THIS COATING SYSTEM: ALL PARTIALLY SUBMERGED OR TOTALLY SUBMERGED ITEMS

MATERIAL TO BE COATED: Ⓢ CARBON STEEL

PROCESS APPLICATION

DESIGN / OPERATING TEMPERATURE: 0°F TO 120°F MAXIMUM

HUMIDITY: 100%

SERVICE CONDITIONS: SUBMERGED

UV EXPOSED: NO

PROCESS ENVIRONMENT: POTABLE WATER

pH LEVEL: NEUTRAL (6-9)

IF pH IS NOT NEUTRAL,
WATER CHEMISTRY ANALYSIS IS REQUIRED: NO

COATINGS SHALL MEET NSF 61 CERTIFICATION: Ⓢ YES

MAXIMUM PPM CHLORIDES: 1,000 PPM

FINISHING

INSULATED: NO

FIREPROOFING: NO

CATHODIC PROTECTION SYSTEM: NO

INSPECTION REQUIREMENTS

NACE CERTIFIED COATINGS INSPECTOR: Ⓢ NOT REQUIRED / NOT BY WESTECH

NACE CERTIFICATION LEVEL REQUIRED: NOT REQUIRED / NOT BY WESTECH Ⓢ

HOLIDAY TEST (NACE SP0188): Ⓢ YES

SOLUBLE SALT TEST: NOT REQUIRED / NOT BY WESTECH Ⓢ

MILLIGRAMS / METERS² ACCEPTABLE: Ⓢ NOT REQUIRED / NOT BY WESTECH

ADHESION TEST: NOT REQUIRED / NOT BY WESTECH Ⓢ

SURFACE PREPARATION

NACE/SSPC SURFACE CLEANING STANDARD: NACE 2 / SP10

MINIMUM ANGULAR ANCHOR PROFILE RANGE: 2.0 mils

COATING SYSTEM SPECIFICATION

COATING MANUFACTURER: TNEMEC

TYPE OF COATING: PHENALKAMINE

(GENERIC): (EPOXY)

PRODUCT NAME/NUMBER: Ⓢ SERIES 21

DRY FILM THICKNESS (DFT)

MINIMUM-MAXIMUM mils: 5-7 mils

COLOR NAME/ NUMBER: BEIGE (1255)

PRIMER COAT #1

TNEMEC

PHENALKAMINE

(EPOXY)

Ⓢ SERIES 21

5-7 mils

BEIGE (1255)

STRIPE COAT

TNEMEC

PHENALKAMINE

(EPOXY)

Ⓢ SERIES 21

Ⓢ

OFF WHITE (WH16)

COATING #2

TNEMEC

PHENALKAMINE

(EPOXY)

Ⓢ SERIES 21

5-7 mils

OFF WHITE (WH16)

TOTAL DRY FILM THICKNESS: 10-14 mils Ⓢ

PREPARED FOR	OLIVER P. ROEMER WTF RIALTO, CALIFORNIA
ENGINEER	STANTEC PASADENA, CALIFORNIA
CONTRACTOR	PCL CONSTRUCTION LONG BEACH, CALIFORNIA
PO/CONTRACT NUMBER	03269401-OM

Westech [®]			
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TITLE COATING DATA SHEET SUBMERGED WATER (MICROFLOC PACKAGE SYSTEM)			
DESIGNER	CHECKER	APPROVER	DATE
PE84	DE111	DE111	2023-02-03
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
QR-00-063	24862A	0003054287	1 OF 1 -

REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE
-----	----------------------	-----	----------	----------	------

EQUIPMENT DESCRIPTION:

TYPE OF EQUIPMENT: NON-SUBMERGED PROCESS EQUIPMENT (DOMESTIC)
TAG NUMBER(S): N/A
ITEMS REQUIRING THIS COATING SYSTEM: ALL EXTERIOR ITEMS
MATERIAL TO BE COATED: CARBON STEEL

PROCESS APPLICATION

DESIGN / OPERATING TEMPERATURE: DRY 140°F MAXIMUM CONTINUOUS
HUMIDITY: 0 -100% ATMOSPHERIC
SERVICE CONDITIONS: NON-SUBMERGED
UV EXPOSED: NO
PROCESS ENVIRONMENT: PROCESS WATER
pH LEVEL: _____
IF pH IS NOT NEUTRAL,
WATER CHEMISTRY ANALYSIS IS REQUIRED: NO

FINISHING

INSULATED: NO
FIREPROOFING: NO
CATHODIC PROTECTION SYSTEM: NO

INSPECTION REQUIREMENTS

NACE CERTIFIED COATINGS INSPECTOR: NOT REQUIRED / NOT BY WESTECH
NACE CERTIFICATION LEVEL REQUIRED: NOT REQUIRED / NOT BY WESTECH
HOLIDAY TEST (NACE SP0188): YES
SOLUBLE SALT TEST: NOT REQUIRED / NOT BY WESTECH
MILLIGRAMS / METERS² ACCEPTABLE: NOT REQUIRED / NOT BY WESTECH
ADHESION TEST: NOT REQUIRED / NOT BY WESTECH

SURFACE PREPARATION

NACE/SSPC SURFACE CLEANING STANDARD: NACE 2 / SP10
MINIMUM ANGULAR ANCHOR PROFILE RANGE: 2.0 mils

NOTES:

- 1. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
- 2. FIELD TOUCH-UP PAINT, LABOR AND COATINGS ARE NOT SUPPLIED BY WESTECH.
- 3. EPOXY COATINGS CHALK WHEN EXPOSED TO UV LIGHT AND WILL FADE.
- 4. SURFACE PREPARATION AND COATING APPLICATION:
 - a. SHALL BE IN ACCORDANCE WITH NACE/SSPC STANDARDS, COATING MANUFACTURER'S PRODUCT DATA SHEET AND WESTECH WORKMANSHIP STANDARD QR-00-063 (SECTION 3.1).
 - b. PRE-CLEANING - VERIFY THAT ALL SURFACES ARE FREE OF WELD SLAG, SPATTER, SHARP EDGES, AND BURRS PER QR-00-063 (SECTION 2.1).
 - c. CLEANING - PRIOR TO ABRASIVE BLAST CLEANING, SOLVENT WIPE PER SSPC SP1. REMOVE ALL VISUAL GREASE, OIL, WAX, AND ALL OTHER CONTAMINATION. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.
- 5. FOR FIELD RECOAT WINDOWS, REFER TO THE COATING MANUFACTURER'S PRODUCT DATA SHEET, AND FOR EXACT SHOP COATING APPLICATION DATES, CONTACT WESTECH.
- 6. COATING THICKNESS RESTRICTION LEVEL SHALL BE IN ACCORDANCE WITH SSPC PA2, TABLE 1 - RESTRICTION LEVEL 3 (80%-120%).
- 7. MACHINED SURFACES AND FORGED (ANSI) PIPE FLANGE FACES SHALL BE PROTECTED FROM ABRASIVE BLAST CLEANING AND COATING APPLICATION IN ACCORDANCE WITH THE WESTECH WORKMANSHIP STANDARD QR-00-063 (SECTIONS 2.6 AND 3.1). AFTER COATING APPLICATION IS COMPLETE, APPLY LPS3, COSMOLINE OR EQUIVALENT RUST INHIBITOR TO PROTECT THESE SURFACES DURING SHIPPING.
- 8. PIPING 24" OR LESS IN DIAMETER IS ONLY COATED ON THE OUTSIDE SURFACE, EXCEPT FOR TANK AND VESSEL NOZZLES, WHICH REQUIRE COATINGS TO BE APPLIED BOTH INTERNALLY AND EXTERNALLY.
- 9. ALL BUYOUT ITEMS SUCH AS NON-WESTECH DRIVES, BEARING HOUSINGS, AND MOTORS RECEIVE MANUFACTURER'S STANDARD PROTECTIVE COATINGS.
- 10. NON-FERROUS MATERIALS, SUCH AS FIBERGLASS, ALUMINUM, STAINLESS STEEL, PLASTIC, ETC. SHALL NOT BE COATED, EXCEPT WHEN SPECIFICALLY STATED ON DRAWINGS OR IN THE PURCHASE ORDER.
- 11. COATING THICKNESS SHALL BE MEASURED ABOVE THE PEAKS OF THE ANCHOR PROFILE. COATING SYSTEMS OF LESS THAN (15) MILS DRY FILM THICKNESS (DFT) SHALL INCLUDE A "BASE METAL READING" ADJUSTMENT TO THE DRY FILM THICKNESS GAGE. WHEN THE ABRADED SURFACE IS INACCESSIBLE DUE TO COATING APPLICATION, AND NO REFERENCE SURFACE IS AVAILABLE, A MINIMUM OF (1) MIL DRY FILM THICKNESS SHALL BE SUBTRACTED FROM THE DRY FILM THICKNESS GAGE READINGS.
- 12. USE A MAXIMUM OF 5% F041-0088 THINNER CLEAR BY VOLUME WITH TNE MEC SERIES 21.
- 13. REFERENCE NOTES: ONLY APPLICABLE WHEN SPECIFIC DATA IS LISTED UNDER "INSPECTION REQUIREMENTS"
 - NACE CERTIFIED COATING INSPECTION - (IF YES) - COATING SHALL BE INSPECTED BY A NACE CERTIFIED INSPECTOR, LEVEL 1 OR HIGHER. SPECIFY LEVEL ON THE NEXT LINE.
 - HOLIDAY TEST - (IF YES) - HOLIDAY TESTING SHALL BE IN ACCORDANCE WITH THE COATING MANUFACTURER'S PRODUCT DATA SHEET (PREFERRED METHOD) OR PER NACE SP-0188.
 - SOLUBLE SALT TEST - (IF YES) - TESTING SHALL BE PERFORMED IN ACCORDANCE WITH SSPC GUIDE-15. LIMITS SHALL BE DEFINED AS MILLIGRAMS/METER² (mg/m²). IF CLIENT DOES NOT SPECIFY, SEND REQUEST FOR INFORMATION.
 - ADHESION TEST - (IF YES) - TESTING SHALL BE PERFORMED IN ACCORDANCE WITH ASTM D3359 "X-CUT ADHESION" (TAPE) OR ASTM D4541 (PULL-OFF). IF PULL-OFF IS SPECIFIED, MINIMUM ADHESION SHALL BE SPECIFIED IN PSI AND BASED ON COATING MANUFACTURER'S RECOMMENDATIONS.
- 14. EXTERIOR BOTTOM OF TANK UNCOATED. INSTALLING CONTRACTOR TO APPLY ASPHALTIC COATING TO EQUIPMENT BASE PAD PRIOR TO TANK PLACEMENT.
- 15. IF RAW MATERIAL SHORTAGES OCCUR AT THE TIME OF PAINT APPLICATION, THEN TNE MEC HAS RECOMMENDED SERIES 1074U AS AN ALTERNATE TO SERIES 73. IF THIS CHANGE IS REQUIRED, THEN WESTECH WILL PROVIDE COMMUNICATION OF THE UPDATE AT THE TIME OF APPLICATION, UNLESS OTHER NOTED IN SUBSEQUENT COMMUNICATIONS, TNE MEC SERIES 73 WILL BE USED.

COATING SYSTEM SPECIFICATION

	<u>PRIMER COAT #1</u>	<u>COATING #2</u>
COATING MANUFACTURER:	<u>TNE MEC</u>	<u>TNE MEC</u>
TYPE OF COATING:	<u>PHENALKAMINE</u>	<u>ALAPHATIC ACRYLIC</u>
(GENERIC):	<u>(EPOXY)</u>	<u>POLYURETUANE</u>
PRODUCT NAME/NUMBER:	<u>SERIES 21</u>	<u>SERIES 73</u>
DRY FILM THICKNESS (DFT)		
MINIMUM-MAXIMUM mils:	<u>5-7 mils</u>	<u>3-5 mils</u>
COLOR NAME / NUMBER:	<u>BEIGE (1255)</u>	<u>AQUA SKY (10GN)</u>

TOTAL DRY FILM THICKNESS OF SYSTEM: 8-12 mils

PREPARED FOR	OLIVER P. ROEMER WTF RIALTO, CALIFORNIA
ENGINEER	STANTEC PASADENA, CALIFORNIA
CONTRACTOR	PCL CONSTRUCTION LONG BEACH, CALIFORNIA
PO/CONTRACT NUMBER	03269401-OM



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TITLE COATING DATA SHEET NON-SUBMERGED (TRIDENT®)			
DESIGNER	CHECKER	APPROVER	DATE
PE84	DE111	DE111	2023-02-03
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0003054288	1 OF 1	A

A	EXTERIOR FINISH PAINT CHANGED	-	PE84	DE111	2023-05-17	QR-00-063
REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE	REFERENCE DOCUMENTS



STAFF REPORT

DATE: January 23, 2025
TO: Engineering, Operations and Planning Committee
FROM: Joanne Chan, Director of Operations
SUBJECT: Precast Concrete Chemical Buildings

MEETING HISTORY:

N/A

BACKGROUND:

A typical wellhead facility consists of a groundwater well, including a well casing, well cap, pump and motor, piping and connections, and a chemical building for chlorine storage and metering pumps to accurately dose the chlorine solution. Chlorine residual is important for water quality and safety. It is required by the State Water Resources Control Board's Division of Drinking Water that the water pumped from a well going into the distribution system to maintain a chlorine residual between 0.2 mg/L and 4.0 mg/L.

District staff has identified a need to replace the two chemical buildings, one at Well 41 located at 3353 S. Industrial Drive in Rialto and one at Well 8 located at 6871 Martin Road in San Bernardino. The two existing chemical buildings were constructed by District staff over 25 years ago using brick walls and wooden roofs. District staff continues to repair problem areas over the years; however, these buildings have met their life expectancy.

The project consists of submitting as-built drawings, stamped by a licensed California P. E., for two precast buildings, 6ft. x 6ft. x 8ft. with tapered roof to the District and installing them. The floors and walls of each precast building are constructed using steel reinforced solid concrete with heave gauge steel doors. This maintenance free construction provides a very secure building that is fire resistant, bullet resistant, and very vandal resistant. District staff would demolish the existing buildings and haul off debris.

DISCUSSION:

On November 6, 2024, a Request for Bids (RFB) was issued and publicly advertised on PlanetBids. District staff contacted all firms on the District's pre-qualified list of contractors for this project. Attached as **Exhibit A** is the project information and scope of work. One (1) firm – Golden Empire Concrete Products Inc. (GECP) – submitted a bid of **\$150,797** to provide the specified services. Based on information received from GECP, GECP is a responsible responsive bidder for this project.

FISCAL IMPACT:

This item is included in the Fiscal Year 2024/25 Capital Budget and will be funded from project no. W25010 titled "Chlorine Building Replacement" with a budget of \$150,000.00. A budget transfer is necessary for \$797 to have sufficient available funds budgeted. The balance required will be from the requested budget transfer below.

Project	Current Budget	Transfer From/To	Remaining Budget
Chlorine Building Replacement	\$150,000	+\$797	\$150,797
Treatment Plant Filter Media Replacement and Coating Project	\$86,530	-\$797	\$85,733

REQUESTED ACTION:

Forward a recommendation for the Board of Directors to approve an agreement with Golden Empire Concrete Products Inc in the amount of \$150,797 for the Precast Concrete Chemical Buildings.

Attachments

[Exhibit A - Project Information and Scope of Work.pdf](#)

EXHIBIT A



Precast Concrete Chemical Buildings

PROJECT INFORMATION:

The West Valley Water District (“District”) is seeking the services of a qualified, experienced contractor to furnish all labor, materials and equipment, perform and complete all work required for the construction of two (2) precast concrete chemical buildings.

PROJECT DESCRIPTION

The work to be performed shall consist of furnishing all tools, equipment, materials, labor, transportation services, fuel, communications, and performing all work and related operations required for the fulfillment of this project in strict accordance with these specifications. The work shall be completed, and all work, materials, and services not expressly outlined or shown in these specifications which may be necessary for the complete and proper installation and/or operation of the work shall be provided by the contractor as indicated and at no increase in cost to the District. The contractor is expected to provide all materials and services that will fulfill or exceed the requirements and conditions as set forth in these specifications.

This is a turn-key project. **One (1) precast concrete chemical building be constructed at Well 41 located at 3353 S. Industrial Dr. in Rialto and one (1) precast concrete chemical building be constructed at Well 8 located at 6871 Martin in San Bernardino.**

SCOPE OF WORK

Although the District is attempting to identify the limits and services required, this should not unnecessarily limit the firm in the development of a scope it believes is necessary to meet the District’s goals and objectives.

Prepare and provide submittals, shop drawings and engineering based on the design loads and the geotechnical report for two precast buildings 6ft. x 6ft. x 8ft. with tapered roof. Building design shall comply with the specifications provided. Design stamped by a licensed California P. E.

Construct the building complete with precast concrete walls, roof, and floor. Roof and floor are post-tensioned with the patented Easi-set System.

Exterior walls are smooth etched finish, and interior walls are hand troweled. Roof texture smooth

form finish for tapered, cedar shake form finish if gabled.

Exterior walls painted, color TBD. Roof coated with ceramic paint, color TBD.

5000 psi concrete with Xypex crystalline waterproofing admixture and ASTM A615 grade 60 non-epoxy reinforcement steel.

Joint caulking inside and out with Sikaflex-1A. All panel connections are welded using steel ASTM A283 grade C.

One (1) single 3'0" x 6'-8" x 1-3/4" 16-gauge galvanized door with stainless hardware, closer, drip, and sweep.

One (1) exterior and one (1) interior LED light. One (1) receptacle. 100-amp panel.

Setting can be done with 120-ton hydraulic crane.

Access is available for firm's tractor and a 40' lowboy trailer and a 120-ton crane.

Install one (1) 8"x16" vent, 1' from floor center of each side of wall.

Install one (1) 8"x8" vent, 6' from floor of the center of back wall.

INTERRUPTION OF SERVICES

Interruptions to any services for the purposes of making or breaking a connection shall be made only after consulting with the District and shall be at such time and of such duration as may be directed.

SEQUENCE OF CONSTRUCTION OPERATIONS

Before starting construction operations, Contractor shall confer with the District arrange the sequence of the construction operations.

HOURS OF WORK

Contractor shall submit an approved work schedule prior to starting related work.

EVALUATION PROCESS AND SELECTION CRITERIA

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

ATTACHMENTS

Attachment A – Professional Service Agreement



STAFF REPORT

DATE: January 23, 2025

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Adopt Resolution Designating Authorized Agents of West Valley Water District for the California Governor's Office of Emergency Services

MEETING HISTORY:

N/A

BACKGROUND:

The West Valley Water District ("District") submitted a reimbursement application packet for the Public Assistance Program ("PA") under the Legislative Pre-Disaster Mitigation Grant Program (LPDM24).

DISCUSSION:

The California Governor's Office of Emergency Services ("Cal OES") has notified the District that the Federal Emergency Management Agency ("FEMA") has approved its subaward application for the Zone 5 Emergency Generator for Pump Station 5-2 Project. To facilitate reimbursement processing, the Recovery Financial Processing Unit ("FPU") requires a Designation of Sub-recipient's Agent Resolution for Non-State Agencies ("Cal OES 130 Resolution") to be on file. This is necessary to obtain certain federal financial assistance under Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act. A new Cal OES 130 Resolution is required if the previously submitted document is more than three (3) years old or if changes have been made to the name or title of authorized agents. The Cal OES 130 Resolution form is included as **Exhibit A**.

FISCAL IMPACT:

There is no cost associated with submitting the requested item.

REQUESTED ACTION:

Forward a recommendation for the Board of Directors to:

1. Adopt a Resolution Designating Authorized Agents of the West Valley Water District for the Cal OES PA Grants under LPDM24; and
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - Cal EOS 130 Resolution.pdf](#)

Exhibit A

Cal OES 130_Resolution 2025-__



DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Directors OF THE West Valley Water District
 (Governing Body) (Name of Applicant)

THAT General Manager, OR
 (Title of Authorized Agent)

Assistant General Manager, OR
 (Title of Authorized Agent)

Director of Engineering
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the West Valley Water District,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the West Valley Water District, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ___ day of _____, 20___

Gregory Young, President
 (Name and Title of Governing Body Representative)

Daniel Jenkins, Vice President
 (Name and Title of Governing Body Representative)

Board Member
 (Name and Title of Governing Body Representative)

CERTIFICATION

I, Elvia Dominguez, duly appointed and Board Secretary of
 (Name) (Title)
West Valley Water District, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the Board of Directors
 (Governing Body)

of the West Valley Water District on the ___ day of _____, 20___.
 (Name of Applicant)

 (Signature)

 (Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



STAFF REPORT

DATE: January 23, 2025
TO: Engineering, Operations and Planning Committee
FROM: Rocky Welborn, Director of Engineering
SUBJECT: Water Supply Assessment for Locust Gateway Logistics Center

MEETING HISTORY:

N/A

BACKGROUND:

On August 26, 2024, Brookfield Properties (“Developer”) submitted a request for West Valley Water District (“District”) to review a Water Supply Assessment (“WSA”) for its proposed project in the City of Rialto, known as Locust Gateway Logistics Center (“Project”). The Project proposes a development that consists of a 40-acre site located south of Lowell Street, and west of Locust Avenue as shown in **Exhibit A**. The development plan includes a 666,265-sqft industrial warehouse building with 82 dock doors, surface parking and trailer storage lot. The project will require water for consumptive and sanitary purposes to support employees at the facility, provide fire protection and for irrigation of landscaped areas.

DISCUSSION:

A WSA is a necessary requirement for compliance with the California Environmental Quality Act (“CEQA”), and the California Water Code (Code), which requires projects as defined in Section 10912 of the Code, to include a WSA in their environmental impact report. The WSA evaluates whether the total water supplies available during normal, single-dry, and multiple-dry water years projected within the latest adopted Urban Water Management Plan (“UWMP”) will meet the anticipated water demand associated with the particular project, in addition to the existing and planned future uses.

A “Project” in the Water Code means any of the following:

1. A proposed residential development of more than 500 dwelling units.
2. A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.
3. A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.
4. A proposed hotel or motel, or both, having more than 500 rooms.
5. A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.
6. A mixed-use project that includes one or more of the projects specified in this subdivision.

7. A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project.

This development is considered a Project as defined by the Water Code per item number 5 above. The Code states that the District shall determine whether the projected water demand associated with a proposed project was included as part of the most recent UWMP, and if so, the District may incorporate the requested information from the UWMP in preparing the elements of the WSA.

Attached as **Exhibit B** for review is a WSA prepared by the Developer's consultant, Water Systems Consulting, Inc. The net water demand for this Project is anticipated to be 68-acre feet per year. The anticipated water demand associated with the Project has been accounted for in the UWMP and information from that plan was utilized in the preparation of this WSA.

As demonstrated in the UWMP, the water supply available in 20 years in a normal, single dry and multiple dry water years is sufficient to meet the projected net demand associated with the project.

FISCAL IMPACT:

No fiscal impact at this time.

REQUESTED ACTION:

Forward a recommendation for the Board of Directors to approve the Water Supply Assessment for Locust Gateway Logistics Center.

Attachments

[Exhibit A - Aerial Map.pdf](#)

[Exhibit B - Water Supply Assessment for Locust Gateway Logistics Center.pdf](#)

EXHIBIT A

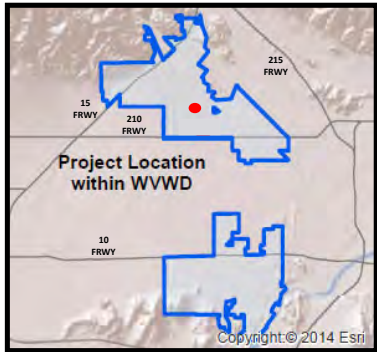
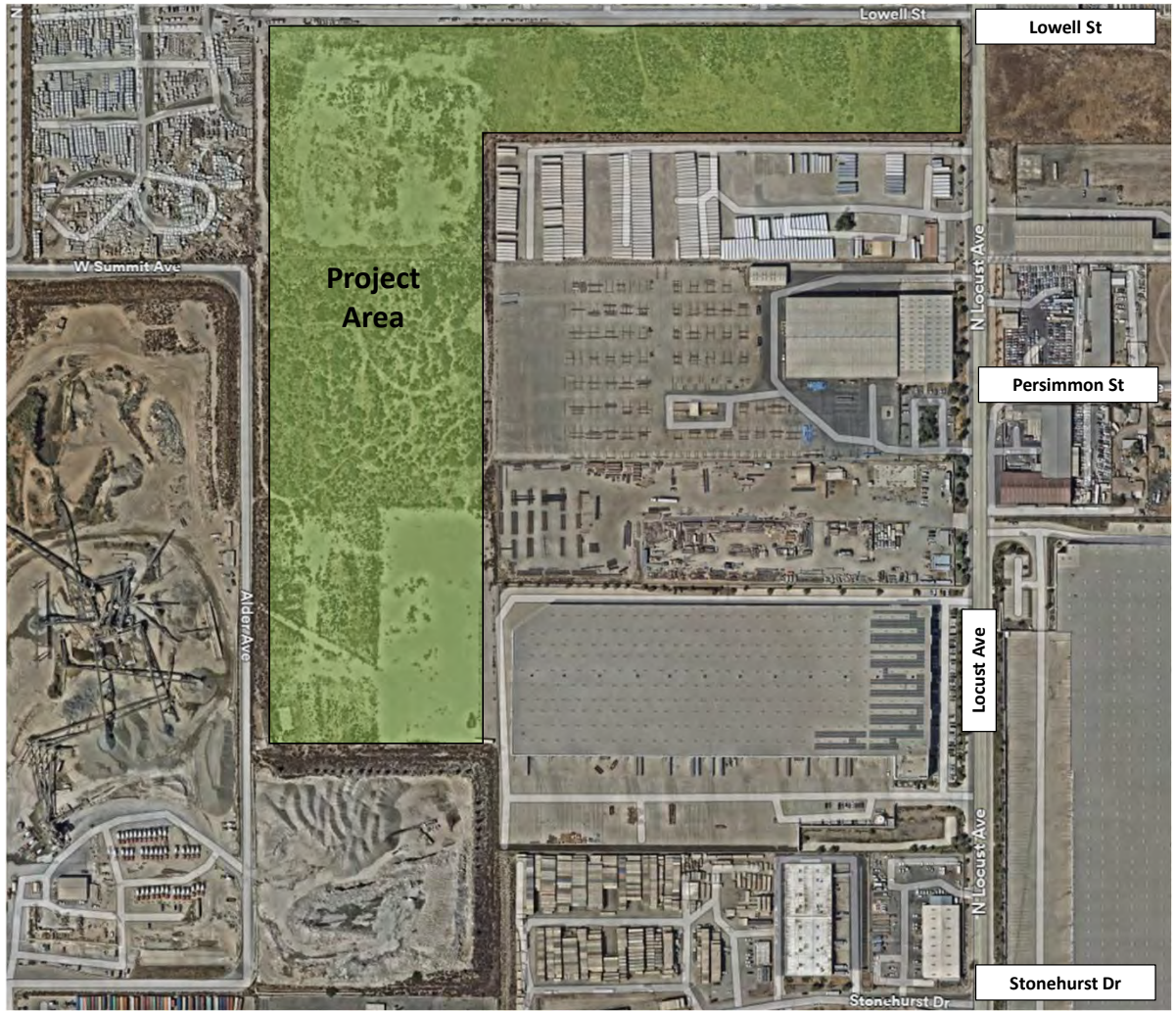


Exhibit A
Locust Gateway Logistics Center



EXHIBIT B



Locust Gateway Water Supply Assessment

JANUARY 2025

WEST VALLEY WATER DISTRICT





WEST VALLEY WATER DISTRICT

Locust Gateway Water Supply Assessment

JANUARY 2025

Prepared by Water Systems Consulting, Inc



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ACRONYMS & ABBREVIATIONS

ADA	Americans with Disabilities Act
AF	Acre Feet
AFY	Acre Feet per Year
APN	Assessor Parcel Number
CEQA	California Environmental Quality Act
CIMIS	California Irrigation Management Information System
CMLC	Cement Mortar Lined and Coated
CWC	California Water Code
DU	Dwelling Unit
DWR	Department of Water Resources
EIR	Environmental Impact Report
ET	Evapotranspiration
EV	Electric Vehicle
FY	Fiscal Year
GIS	Geographic Information System
GPCD	Gallons per Capita per Day
GPM	Gallons per Minute
MG	Million Gallons
MGD	Million Gallons per Day
MSL	Mean Sea Level
OSY	Operating Safe Yield
SB	Senate Bill
SBB	San Bernardino Basin
SCAG	Southern California Association of Governments
SF	Square Feet
SWP	State Water Project
UMWP	Urban Water Management Plan

WFF	Water Filtration Facility
WFMP	Water Facilities Master Plan
WSA	Water Supply Assessment
WSC	Water Systems Consulting
WSCP	Water Shortage Contingency Plan

1.0 Introduction and Purpose

This Water Supply Assessment (WSA) was prepared on behalf of Kimley-Horn for West Valley Water District (WVWD) by Water Systems Consulting, Inc. (WSC) to satisfy the requirements of California Water Code (CWC) Section 10910 (Senate Bill 610) for the Locust Gateway Development Project (Project), which is proposed by Brookfield Properties (Applicant). The Project lies within the city limits of the City of Rialto (City) and is located within WVWD's water service area. The City is the Lead Agency for the Project's Environmental Impact Report (EIR) which is required by the California Environmental Quality Act (CEQA).

As required by Senate Bill 610 (SB 610), WVWD is responsible for assessing whether the total projected water supplies available during average, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand for the Project, in addition to WVWD's existing and planned future uses. A water supplier's Urban Water Management Plan (UWMP) serves as a foundational document for a WSA. The water demands of the proposed Project were not accounted for in WVWD's *Upper Santa Ana River Watershed 2020 Integrated Regional Urban Water Management Plan (2020 IRUWMP)* (Water Systems Consulting, Inc. and Woodard & Curran, June 2021), as submitted to the California Department of Water Resources (DWR) in June 2021. Updated projections have been incorporated into this document to reflect the most recent supply and demand information. Additional information from other sources is also incorporated into this WSA to document supplies from all sources, including groundwater and purchased water. Documentation includes identifying and quantifying water rights, contracts, and/or entitlements to the supply. Kimley-Horn must provide the results of the assessment to the City, as the Lead Agency, for inclusion in the CEQA document for the Project. This WSA includes the following:

- Overview of WVWD's water system (Section 2.0)
- Description of the Project and proposed water demand (Section 3.0 and 4.0)
- Information on WVWD's current and projected water supplies (Section 5.0)
- Comparison of WVWD's service area water supplies and water demands for average, single dry, and multiple dry years (Section 6.0)
- Determination of the WVWD water service area water supply sufficiency (Section 7.0)

1.1 Legislation

The City has determined that the Project is subject to review under CEQA (*Public Resources Code, Section 21000 et seq.*), and the state CEQA Guidelines (*California Code of Regulations, Section 15000 et. seq.*) The City has determined that the Project is a "project" as defined in CWC 10912 and has determined that a WSA is required for the Project.

SB 610 amended the Public Resources Code, effective January 1, 2002, to incorporate CWC requirements for certain types of development projects to improve the link between information on water supply availability and certain land use decisions made by cities and counties. SB 610

seeks to promote more collaborative planning between local water suppliers, cities and counties by requiring detailed information regarding water availability to be provided to the city and county decision-makers prior to approval of specified large development projects.

Under SB 610, water suppliers must prepare WSAs for projects meeting certain project size criteria and deliver them to local governments for inclusion in any environmental documentation. The Project requires a WSA because it includes a proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area. The Project exceeds the criteria for building square footage.

1.2 Definitions

For the purposes of this WSA, the following defined terms are used:

- **Groundwater production:** The amount of water produced from the San Bernardino Basin (including the Bunker Hill and Lytle subbasins), Rialto-Colton, Riverside North, and Chino Basins. These groundwater supply sources enter WVWD’s distribution system based on metered flows at each well.
- **Surface Water:** The amount of water produced from Lytle Creek.
- **Purchased Water:** The amount of water imported from the State Water Project (SWP) through San Bernardino Valley Municipal Water District (San Bernardino Valley) and put into the distribution system based on metered flows at the Lytle Turnout off the San Gabriel Feeder Pipeline.
- **Consumption:** The amount of billed metered water consumed by customers. WVWD provided annual consumption data for 2021-2023.
- **Demand:** The amount of water distributed through the entire water system, which is the sum of groundwater production, surface water, and purchased water. Demand includes non-revenue water, which is equal to the difference between water put into the distribution system and consumption.
- **Non-revenue Water:** Unmetered water use and losses from the distribution system due to leaks, unauthorized connections, or theft.
- **Unit Factor:** The calculated amount of water demand per unit (e.g., acre, square feet, dwelling unit, etc.) of a specific type of use (e.g., land use, development type, business type, etc.).

2.0 Public Water System Overview

WVWD is located in the southwest region of San Bernardino County, California, and serves the Cities of Rialto, Fontana, Colton, and Jurupa Valley, and unincorporated areas of San Bernardino County. Figure 1 shows WVWD’s service area.

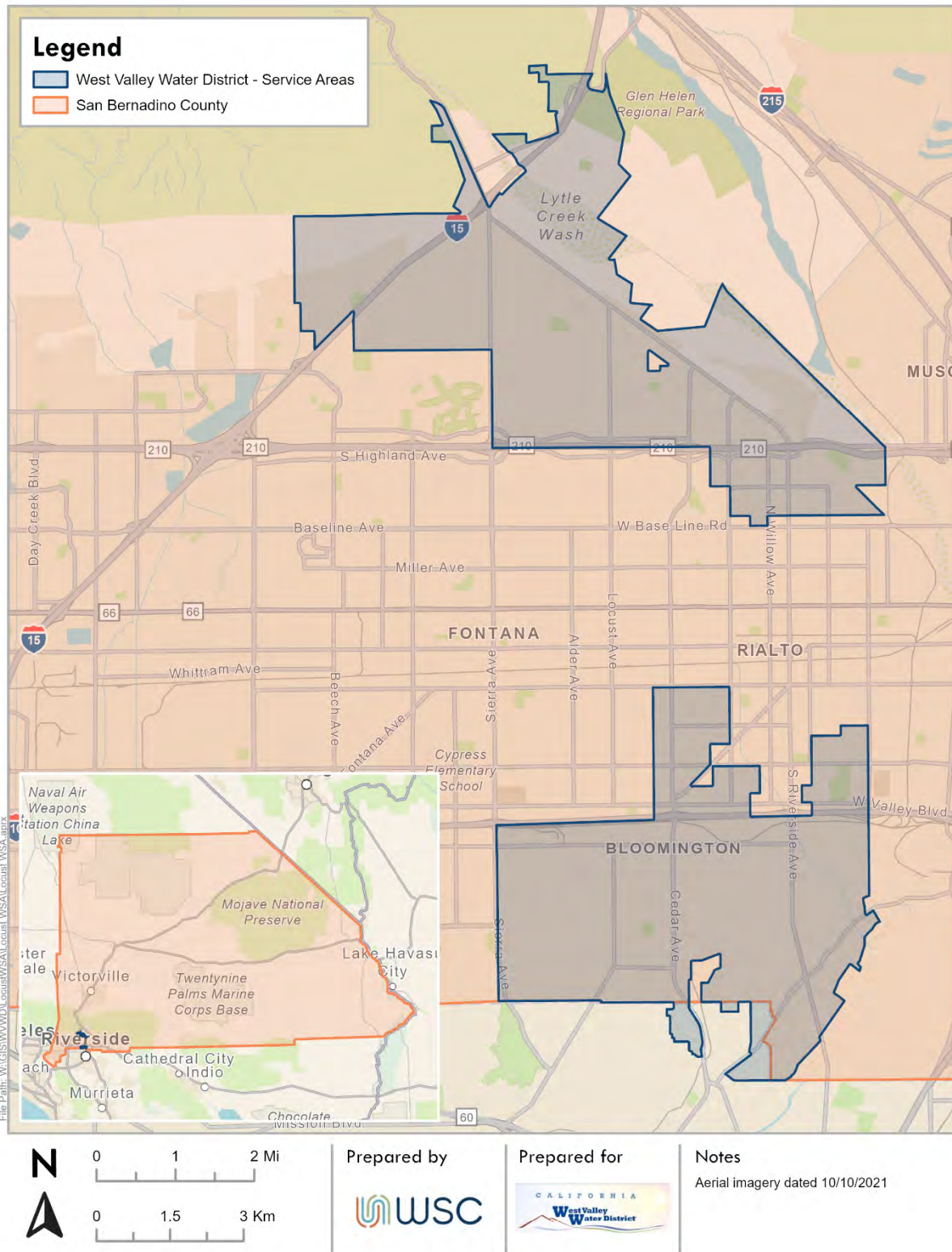


Figure 1. WVWD Service Area Overview

The Project is located entirely within WVWD’s northern service area section. WVWD’s total water service area encompasses approximately 31 square miles and is located approximately 50 miles east of Los Angeles. WVWD is bounded by the City of Fontana to the west, the City of San Bernardino to the east, the U.S. Forest Service boundary to the north, and the County of Riverside to the south.

2.1 Climate

WVWD’s climate is characterized by hot, dry summers and cool winters with intermittent precipitation. Table 2-1 presents average climate data for the service area, including temperature, rainfall, and reference evapotranspiration (ET_o). As shown in Table 2-1, the warmest months of the year are July and August, with an average temperature of 80 degrees Fahrenheit (°F), while the coldest month of the year is January with an average temperature of 53.4°F.

The monthly average precipitation at WVWD is about 1.2 inches; estimated annual average precipitation is 14.8 inches. As shown in Table 2-1, the majority of the rainfall occurs in the months of December through March. January and March are the wettest months with an average rainfall of approximately 2.4 inches.

Table 2-1. Historical Temperature, Rainfall and Reference Evapotranspiration (ET_o) Data

Month	Average Temperature (°F)	Average Precipitation (in.)	Average Standard ET _o (in.)
January	53.4	2.46	2.22
February	53.8	2.12	2.84
March	57.6	2.42	4.11
April	63.9	1.13	5.58
May	66.4	0.68	5.97
June	73.9	0.37	7.17
July	80.2	0.75	8.21
August	80.3	0.85	7.51
September	76.6	0.58	5.65
October	69.1	0.55	4.39
November	60.4	1.12	2.91
December	53.6	1.75	2.04

Note:

Data provided from the California Irrigation Management Information System (CIMIS) weather station 251 in Highland, CA; average values provided based on data from 2017 through 2023.

2.2 Service Area Population

The current and projected population for WVWD’s water service area is shown in Table 2-2. The population projections were prepared as part of the 2020 IRUWMP. 2020 population was

determined using the California Department of Water Resources (DWR) Geographic Information Systems (GIS)-based tool (DWR Tool) to estimate the population within WVWD’s service area using census data and the number of service connections. Future population was projected based on the 2020 WVWD Water Facilities Master Plan (WFMP). Based on various growth rates identified in the WFMP, it was estimated that population between 2020 and 2025 would grow at 2.84%, then reduce to an annual growth rate of 1.5% from 2025 through 2045 (AKEL Engineering Group, Inc., July 2020).

Table 2-2. WVWD Water Service Area Projected Population Growth

	2020	2025	2030	2035	2040	2045
WVWD Water Service Area Population	89,101	102,490	110,410	118,943	128,136	138,039

Note: Population projection developed in the 2020 IRUWMP (Water Systems Consulting, Inc. and Woodard & Curran, June 2021).

2.2.1 Other Demographic Factors

WVWD provides services to a variety of customers, including single family, multi-family, commercial, industrial, institutional, landscape irrigation, hydrant, golf course, fire service, and agricultural irrigation accounts. WVWD also provides wholesale water through an interconnection with Marygold Mutual Water Company. Based on information gathered in the 2020 IRUWMP, approximately 44 percent of households within WVWD are considered very low and low-income households (Water Systems Consulting, Inc. and Woodard & Curran, June 2021).

3.0 Project Description

The Project area consists of 40 acres on one parcel in the central portion of the City of Rialto in San Bernadino County, California. The Project site is identified as Assessor Parcel Number (APN) 0239-19-223 and is bordered by West Lowell Street to the north, existing light industrial uses to the east, the Mid Valley Landfill to the south, and North Alder Avenue to the west; as shown in Figure 2.

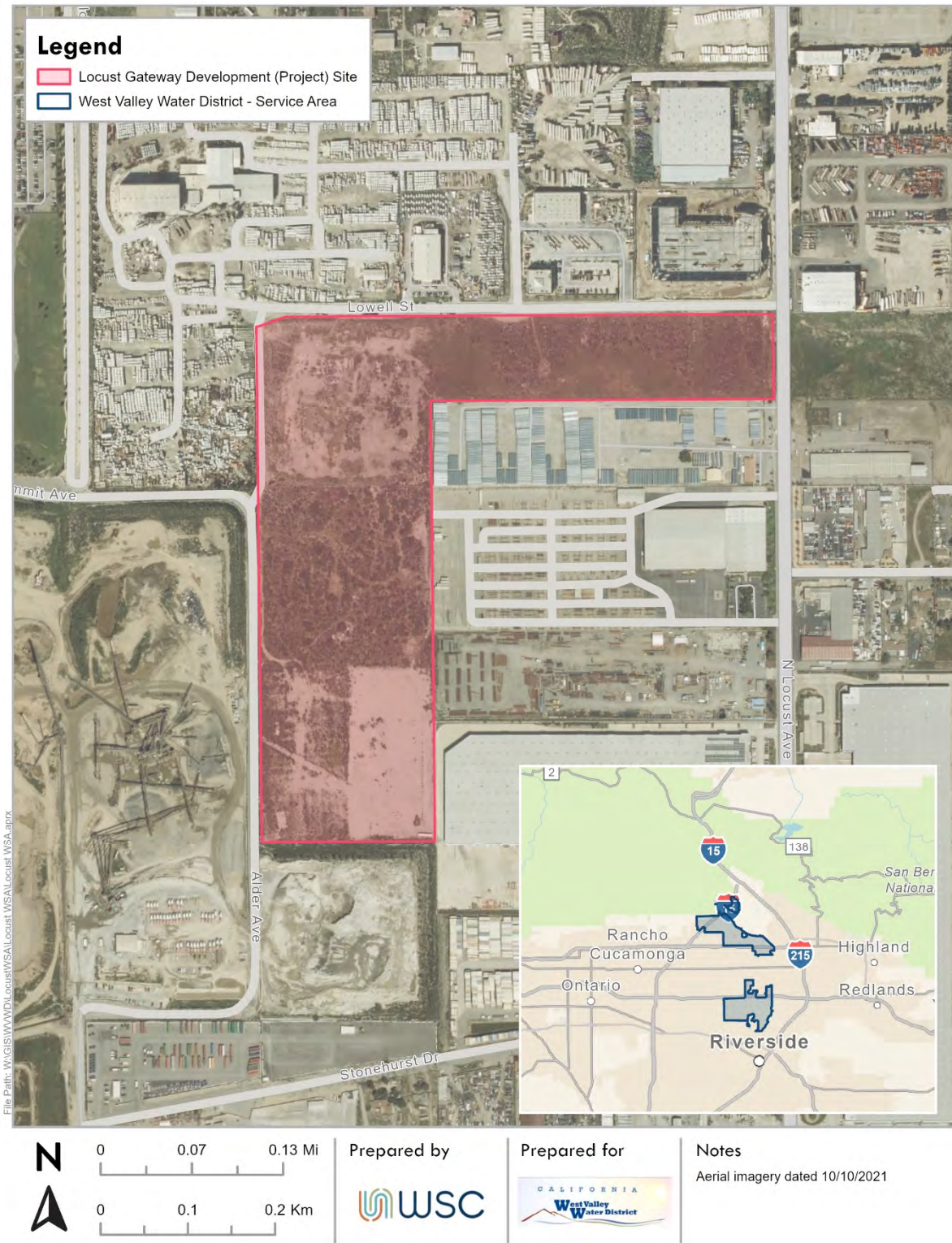


Figure 2. Project Location

The Applicant is proposing to develop an industrial warehouse building with 82 dock doors, surface parking, and a truck trailer storage lot. The 666,265-square-foot (sf) warehouse would have 656,265 sf of warehouse space, 5,000 sf of office space, and 5,000 sf of an office mezzanine. The proposed Project would include 291 standard parking stalls, 8 Americans with Disabilities Act (ADA) stalls, and 74 electric vehicle (EV) stalls for a total of 373 stalls. The truck trailer storage lot would have up to 372 trailer spots. Vehicular access to the project site would be from West Lowell Street and North Locust Avenue.

4.0 Water Demand Analysis

A water demand factor was applied to the projected development units (acres) to estimate Project demands. The factor was selected from the WFMP and applied to the Project area. The City designated the Project's land use as industrial which corresponds to the WFMP's industrial water demand factor category, while the Rialto Airport Specific Plan designated the parcel as General Manufacturing (Robert Bein, William Frost & Associates, 1997). However, to be consistent with previous WSAs completed for WVWD which address warehouse uses, the heavy industrial demand factor will be used for this analysis as a conservative estimate. The estimated heavy industrial water demand factor applied is provided in Table 4-1.

Table 4-1. Project Water Demand

Use	Area (acres)	WFMP Demand Factor ¹ (gpd/acre)	Demand (AFY)
Heavy Industrial	39.91	1,530	68

1 – Demand factor provided in the 2020 WFMP Table 3-4 (AKEL Engineering Group, Inc., July 2020)

Historical usage for the existing customer at the Project site was 0 AFY; therefore, the net additional Project demand is approximately 68 AFY, as shown in Table 4-2. If the actual land use specified for this Project changes, the associated water demand may change and would need to be reevaluated.

Table 4-2. Net Project Demand, AFY

	Demand, AFY
Existing Site Industrial Demand	0
Total Existing Project Site Demand	0
Net Additional Industrial Project Demand	68
Total Site Demand	68

Note: Existing customer use based on historical billing records for 2020.

The Project is anticipated to be completed as early as the end of 2025. For the purposes of this WSA, it is assumed the Project will be developed by 2025. For this reason, the Project demand was compared to the demands projected within the 2020 IRUWMP starting in 2025. The 2020 IRUWMP reports projections every five years (2025, 2030, 2035, 2040, and 2045). Table 4-3 shows the 2020 IRUWMP historical and projected demands by customer class. The projected

net demands for the Pepper Commerce Center WSA (119 AFY) and Bloomington Business Park WSA (236 AFY), which were proposed after the 2020 IRUWMP, are also included in Table 4-3 to account for the net increase in demand over time. In addition, the demands associated with the single-family and institutional land uses redeveloped as part of the Bloomington Business Park WSA are reflected in Table 4-3.

Table 4-3. 2020 IRUWMP Historic and Projected Demands

Customer Class	Demand, AFY ^{1, 2}					
	2020	2025	2030	2035	2040	2045
Single-Family³	12,049	13,715	14,647	15,578	16,509	17,440
Multi-Family	481	553	591	628	665	702
Commercial	1,689	1,943	2,073	2,204	2,334	2,465
Industrial⁴	623	1,115	1,282	1,330	1,378	1,426
Institutional⁵	860	972	1,039	1,105	1,172	1,238
Landscape Irrigation	2,161	2,485	2,652	2,819	2,986	3,153
Hydrant	272	313	334	355	376	397
Golf Course	-	-	-	-	-	-
Fire Service	5	5	6	6	7	7
Agricultural Irrigation	70	81	86	92	97	103
Water Losses	1,889	2,513	2,682	2,851	3,020	3,189
TOTAL⁶	20,099	23,694	25,391	26,967	28,543	30,119

1 – Demand for 2020 provided in Table 10-3 of the 2020 IRUWMP

2 – Demand for 2025 – 2045 provided in Table 10-5 of the 2020 IRUWMP.

3 – Single-family demands here differ from the 2020 IRUWMP because they exclude the existing 144 AFY single-family use of the Bloomington Business Park site to be redeveloped.

4 – Industrial demands here differ from the 2020 IRUWMP because they include the demands from the Pepper Commerce Center (119 AFY) and Bloomington Business Park (236 AFY), WSAs prepared after the 2020 IRUWMP.

5 – Institutional demands here differ from the 2020 IRUWMP because they exclude the existing institutional use of 17 AFY from the Bloomington Business Park WSA site to be redeveloped.

6 – Demand totals updated to reflect the changes to the 2020 IRUWMP projections.

The demand for the Project was compared to existing and future projected demands summarized in the 2020 IRUWMP. The 2020 IRUWMP projected a 94 AFY increase of industrial demands from 2020 to 2025, which is more than the Project's net demand. The net Project demand was added to the demands from the 2020 IRUWMP, as shown in Table 4-4 below.

Table 4-4. 2020 IRUWMP Historic and Projected Demands with the Addition of Net Project Demand

Customer Class	Demand, AFY ^{1, 2}					
	2020	2025	2030	2035	2040	2045
Single-Family³	12,049	13,715	14,647	15,578	16,509	17,440
Multi-Family	481	553	591	628	665	702
Commercial	1,689	1,943	2,073	2,204	2,334	2,465
Industrial⁴	623	1,183	1,350	1,398	1,446	1,494
Institutional⁵	860	972	1,039	1,105	1,172	1,238
Landscape Irrigation	2,161	2,485	2,652	2,819	2,986	3,153
Hydrant	272	313	334	355	376	397
Golf Course	-	-	-	-	-	-
Fire Service	5	5	6	6	7	7
Agricultural Irrigation	70	81	86	92	97	103
Water Losses	1,889	2,513	2,682	2,851	3,020	3,189
TOTAL⁶	20,098	23,763	25,460	27,036	28,612	30,188

1 – Demand for 2020 provided in Table 10-3 of the 2020 IRUWMP

2 – Demand for 2025 – 2045 provided in Table 10-5 of the 2020 IRUWMP.

3 – Single-family demands here differ from the 2020 IRUWMP because they exclude the existing single-family use of 144 AFY from the Bloomington Business Park WSA site to be redeveloped.

4 – Industrial demands here differ from the 2020 IRUWMP because they include the net Project demand and demands from Pepper Commerce Center (119 AFY) and Bloomington Business Park (236 AFY), WSAs prepared after the 2020 IRUWMP.

5 – Institutional demands here differ from the 2020 IRUWMP because they exclude the existing institutional use of 17 AFY from the Bloomington Business Park WSA site to be redeveloped.

6 – Demand totals updated to reflect the changes to the 2020 IRUWMP projections.

5.0 Water Supply Analysis

WVWD’s distribution system is divided into eight pressure zones and utilizes 25 reservoirs for a total storage capacity of 72.6 million gallons (MG). WVWD also operates a 14.4 million gallons per day (MGD) water filtration facility. The following sections describe each water source in more detail. Additional details on each water supply source are provided in the 2020 IRUWMP.

5.1.1 Purchased or Imported Water

WVWD purchases SWP water from San Bernardino Valley through the Lytle Turnout off the San Gabriel Pipeline Feeder. Metering and transmission facilities are sized to enable WVWD to purchase and treat up to 20 million gallons per day (MGD), approximately 23,000 AFY, at final treatment plant expansion. SWP water is treated at WVWD’s Oliver P. Roemer Water Filtration

Facility (WFF) and used for potable supply. WVWD is investigating the use of SWP water for groundwater recharge in the Lytle Creek Basin. In 2006, the WFF was expanded to increase production capacity to 14.4 MGD. In 2020, WVWD began the design of a 7.2 MGD expansion of the WFF to increase capacity to 21.6 MGD. The construction of the WFF expansion is expected to be completed by Spring 2025. WVWD has utilized SWP water through the Lytle Turnout since 1999. WVWD’s historical purchased water for 2016 through 2023 is shown in Table 5-1.

Table 5-1. Historic Purchased Water Supplies, AFY

Water Supply	2016	2017	2018	2019	2020	2021	2022	2023
SWP Water	2,839	2,653	4,042	3,649	3,342	4,979	2,399	1,187
Baseline Feeder	3,380	3,151	3,701	3,512	3,616	2,797	4,750	3,766

5.1.2 Groundwater

WVWD draws the majority of its supply from its wells from five regional groundwater basins: Bunker Hill and Lytle Creek (which are both part of the San Bernardino Basin (SBB)), Rialto-Colton, Riverside North, and Chino Basins. All five basins have been adjudicated and are managed for long term sustainability. Details on adjudication and management are provided in the 2020 IRUWMP.

5.1.2.1 Bunker Hill and Lytle Creek (Part of SBB)

The SBB, labeled as the “San Bernardino Basin Area” in the Western-San Bernardino Judgment (Western Judgment), was defined by, and adjudicated in gross, by the Western Judgment in 1969. The SBB has a surface area of approximately 141 square miles and lies between the San Andreas and San Jacinto faults. The basin is bordered on the northwest by the San Gabriel Mountains and Cucamonga fault zone; on the northeast by the San Bernardino Mountains and San Andreas fault zone; on the east by the Banning fault and Crafton Hills; and on the south by a low, east-facing escarpment of the San Jacinto fault and the San Timoteo Badlands. Alluvial fans extend from the base of the mountains and hills that surround the valley and coalesce to form a broad, sloping alluvial plain in the central part of the valley. The SBB encompasses the Bunker Hill sub basin (DWR Number 8.02-06) defined by DWR and also includes a small portion of the Yucaipa Basin (8-02.07) and the Rialto-Colton Basin (8-02.04) as defined by DWR.

The Western Judgment established the natural safe yield of the SBB to be a total of 232,100 AFY for all extractions, including surface water diversions and groundwater pumping. The Western Judgment is provided in Appendix A. Surface water is diverted from Mill Creek, Lytle Creek, and the Santa Ana River.

The Western Judgment allocates 64,862 AFY of the safe yield, which equates to 27.95 percent, to the Plaintiffs. The Plaintiffs include the City of Riverside (the successor to the Riverside Water Company and the Gage Canal Company), Riverside Highland Water Company, Meeks & Daley Water Company, and Regents of the University of California. The Riverside County agencies

may not exceed their allocation unless they participate in “New Conservation” (explained below).

The Non-Plaintiffs’ (agencies within San Bernardino County, including WVWD) rights were defined in the Judgment as 167,238 AFY, which equates to 72.05 percent of the safe yield. San Bernardino agencies are allowed to extract more than 167,238 AFY from the SBB, as long as they import and recharge a like amount of water into the SBB. The Western-San Bernardino Watermaster provides an annual accounting of both the plaintiff and non-plaintiff extractions and a comparison to the safe yield. The Western Judgement requires the non-plaintiffs to provide replenishment water whenever the cumulative extractions exceed the cumulative safe yield. If the cumulative extractions are less than the cumulative safe yield, a “credit” is earned. In years when cumulative extractions are greater than their allocation, a “debit” is taken. To date, the cumulative extractions have been less than the cumulative safe yield since the Western Judgement was signed so that the non-plaintiffs have never been required to recharge the basin.

Recharge is also required to offset the export of water outside the SBB in excess of the amount recorded during the base period (1959-1963). Credits are earned for any new supplies such as stormwater capture. As of the accounting performed for the 2024 Annual Western-San Bernardino Watermaster Report, the Non-Plaintiffs have 596,248 AF of net credit accumulated in the SBB and are, therefore, not required to recharge. Although there is no recharge requirement under the Western Judgment, the Non-Plaintiffs have continued to recharge the SBB. (Western Municipal Water District, 2024)

WVWD, in a joint venture agreement with the City of Rialto, the Riverside Highland Water Company, and San Bernardino Valley, constructed 25,000 feet of 48-inch transmission line known as the Baseline Feeder, which delivers Bunker Hill groundwater to WVWD. Through this agreement, WVWD can receive up to 5,000 AFY of supply through this transmission line from San Bernardino Valley. WVWD has received water through the Baseline Feeder since 1998.

5.1.2.2 Lytle Creek Sub Basin

Lytle Creek Basin is part of the SBB, and it is not identified as a separate sub basin in DWR Bulletin 118-2003; however, the subbasin is an integral part of the Upper Santa Ana Valley Groundwater Basin and a major recharge area for both the Bunker Hill and Rialto-Colton sub basins. Historically, local agencies have recognized Lytle Creek sub basin as a distinct groundwater sub basin. In the Western Judgment, the Bunker Hill and Lytle Creek sub basins are combined into the SBB. However, the three separate water-bearing zones and intervening confining zones of the Bunker Hill sub basin are not observed in the Lytle Creek sub basin. Sediments within the Lytle Creek sub basin are, for the most part, highly permeable, and the aquifer has a high specific yield. High permeability and specific yield tend to result in an aquifer that responds rapidly to changes in inflow (precipitation and streamflow) and outflow (groundwater pumping, streamflow, and subsurface outflow).

Lytle Creek sub basin is adjoined on the west by the Rialto-Colton sub basin along the Lytle Creek fault, and on the east and southeast by the Bunker Hill sub basin along the Loma Linda fault and Barrier G. The northwestern border of the sub basin is delineated by the San Gabriel Mountains, and runoff from the mountains flows south/southeast through Lytle and Cajon Creeks into the basin.

Numerous groundwater barriers are present within Lytle Creek sub basin, resulting in six compartments within the sub basin. Barriers A through D divide the northwestern portion of the sub basin into five sub-areas, and the southeastern portion of the sub basin comprises the sixth sub-area. Barrier F divides the northwestern sub-areas from the southeastern sub-area. Studies have shown that the groundwater barriers are less permeable with depth. When groundwater levels are high during wet years, more leakage occurs across the barriers than when groundwater levels are lower (i.e., during dry years). The amount of pumping in each sub-area, in large part, controls the movement of groundwater across the barrier within the older alluvium but not the younger alluvium.

It is important to note that the water rights in Lytle Creek are set forth in long-standing court judgments governing the rights of the parties in that basin. The Lytle Creek Basin was adjudicated under the 1924 Judgment No. 17,030 from the Superior Court of San Bernardino County (Lytle Creek Judgment) and is managed by the Lytle Creek Water Conservation Association, which is made up of the successors to the stipulated parties of the Lytle Creek Judgment.

5.1.2.3 Rialto-Colton Basin

The Rialto-Colton subbasin underlies a portion of the upper Santa Ana Valley in southwestern San Bernardino County and northwestern Riverside County. This subbasin is about 10 miles long and varies in width from about 3.5 miles in the northwestern part to about 1.5 miles in the southeastern part. This subbasin is bounded by the San Gabriel Mountains on the northwest, the San Jacinto fault on the northeast, the Badlands on the southeast, and the Rialto-Colton fault on the southwest. The Santa Ana River cuts across the southeastern part of the basin. The basin generally drains to the southeast, toward the Santa Ana River. Warm and Lytle Creeks join near the southeastern boundary of the basin and flow to meet the Santa Ana River near the center of the southeastern part of the sub basin.

The groundwater extractions in the Rialto-Colton sub basin are governed by the Rialto Basin Decree, the Rialto Basin Settlement Agreement, and the Western Judgment. The Rialto-Colton Subbasin was adjudicated under the 1961 Decree No. 81,264 from the Superior Court of San Bernardino County (Rialto Basin Decree).

In any year in which the average of the elevation of the spring-high water level, measured in March, April, and May, in the three index wells is above 1002.3 feet mean sea level (MSL), WVWD has no restrictions on yearly extractions. When the average standing water level in the three index wells falls below 1002.3 feet MSL and is above 969.7 feet MSL, WVWD is restricted to total groundwater extractions of 6,104 AFY. When the average of the three index wells drops

below 969.7 feet MSL, ground water extractions are reduced for all parties stipulated in the decree by 1 percent per foot below the 969.7-foot level, but not to exceed 50-percent reduction. WVWD's total water right allocation of 6,104 AFY includes 510 AFY of fixed rights and 5,594 AFY that is adjustable and subject to the groundwater reductions specified in this section.

WVWD participates in the Rialto Basin Groundwater Council (Rialto Basin GC), which was formed in 2021. The Rialto Basin GC will develop, adopt, and implement a sustainable groundwater management plan, which will include implementing groundwater recharge projects to restore groundwater levels.

5.1.2.4 North Riverside Basin

The North Riverside Basin (the portion of the Riverside Basin Area in San Bernardino County) is part of the 1969 Judgment No. 117,628 (see Appendix B), under the Bunker Hill Basin. The Riverside Groundwater Basin is a large alluvial fill basin that is bounded by major faults and topographic barriers. Recharge to the basin occurs by the underflow from basins to the north, contributions from the Santa Ana River, and from percolation of surface water runoff from the surrounding uplands, in particular the Box Spring Mountains to the east. WVWD, which has no limits or restrictions on groundwater pumping in the basin, has been utilizing the North Riverside Basin for water supply for more than 60 years.

Extractions from the North Riverside Basin for use in Riverside County are limited to 21,085 AFY by the Judgment. Extractions for use in San Bernardino County are unlimited, provided that water levels at three index wells in the Rialto-Colton and Riverside North Basins stay above 822.04 feet MSL. The 2020 IRUWMP provided an estimate of 30,100 AFY as the sustainable supply from North Riverside for use in San Bernardino County, based on extractions from 1996 to 2005. San Bernardino Valley has budgeted to update the safe yield estimate prior to the next IRUWMP.

5.1.2.5 Chino Basin

The Chino Basin is an adjudicated basin managed by the Chino Basin Watermaster. The Chino Sub basin lies in the southwest corner of San Bernardino County. The Chino Sub basin is bordered to the east by the Rialto-Colton fault. In the other three directions, the Chino Sub basin is ringed by impermeable mountain rock; the San Gabriel Mountains to the north, and the Jurupa Mountains and Puente Hills to the south and southwest. Average annual precipitation across the basin is 17 inches. This part of the San Bernardino Valley is drained by San Antonio Creek and Cucamonga Creek southerly to the Santa Ana River.

On January 2, 1975, several Chino Basin producers filed suit in California State Superior Court for San Bernardino County (the "Court") to settle the problem of allocating water rights in the Chino Basin. On January 27, 1978, the Court entered a judgment in Chino Basin Municipal Water District v. City of Chino et al. (Chino Basin Watermaster Judgment, provided in Appendix D) adjudicating water rights in the Chino Basin and establishing the Chino Basin Watermaster. This Judgment adjudicated all groundwater rights in Chino Basin and contains a physical solution to meet the requirements of water users having rights in or dependent upon the Chino

Basin. The Judgment also appointed the Watermaster to account for and implement the management of the Chino Basin. The Judgment declared that the initial operating safe yield of the Chino Basin is 145,000 AFY. The Basin is managed through implementation of the Chino Optimum Basin Management Plan. Per the Judgment, WVWD owns rights to approximately 900 AFY of extraction rights. Extractions above that amount must be replenished with SWP water through a program with the Chino Basin Watermaster.

Due to water quality constraints, WVWD does not currently use their rights within the Chino Basin. WVWD is looking at options to utilize these rights, including nitrate treatment and delivery through interties with other agencies. By 2030, WVWD may use this supply directly.

WVWD’s historical groundwater production for 2016 through 2023 is shown in Table 5-2.

Table 5-2. Historical Groundwater Production, AFY

Groundwater Basin	2016	2017	2018	2019	2020	2021	2022	2023
Bunker Hill	5,452	5,640	5,777	4,508	5,549	6,227	6,605	5,608
Lytle Creek	1,850	2,365	2,416	2,572	3,078	3,763	5,996	4,287
Chino	-	-	-	-	-	-	-	-
Rialto-Colton	2,123	3,923	3,353	2,779	1,420	4,041	3,173	3,631
Riverside-Arlington	2,745	1,089	1,542	1,301	1,354	1,152	1,284	827
Total	12,170	13,017	13,088	11,160	11,401	13,403	17,058	14,353

5.1.3 Surface Water

WVWD utilizes local surface water from the east side of the San Gabriel Mountains, including North Fork Lytle Creek, Middle Fork Lytle Creek, and South Fork Lytle Creek. WVWD has the right to divert, and export out of the Lytle Creek Region, 2,290 gallons per minute (gpm) when it is available. WVWD can also purchase an additional 1,350 gpm of Lytle Creek flows through an agreement with the City of San Bernardino (San Bernardino is not able to utilize their surface water flows), which is treated at the Oliver P. Roemer WFF. WVWD also utilizes Lytle Creek surface water flows for groundwater recharge in the Lytle Creek Basin.

When the flows at the mouth of Lytle Creek Canyon drop below 7,182 gpm (798 miners inches), all diversion rights holders must reduce their diversions to a prorated schedule set in the 1897 McKinley Decree entered in Los Angeles Superior Court Case No. 20,790. If WVWD is not receiving its full Lytle Creek surface water allotment, they are permitted to make up the difference by additional pumping in the Lytle Creek Region. WVWD’s historical surface water production is shown in Table 5-3.

Table 5-3. Historic Surface Water Supply, AFY

Surface Water Supply	2016	2017	2018	2019	2020	2021	2022	2023
Lytle Creek	2,026	4,540	3,748	4,023	5,356	3,442	4,098	6,473

5.2 Transfer Opportunities

WVWD currently has interconnections with the Fontana Water Company, Marygold Mutual Water Company, San Bernardino Valley, and the Cities of Rialto, Colton and San Bernardino which can be utilized as needed for short-term supply needs. These connections are not typically used for extended periods.

5.3 Future Water Projects

To meet future demands within the system, WVWD plans to rehabilitate existing wells, to drill new wells, and equip wells with wellhead treatment if required. These wells are planned for various groundwater basins and pressure zones within the distribution system. WVWD is expanding the Oliver P. Roemer Water Filtration Facility by 7.2 MGD for a total capacity of 21.6 MGD to allow additional treatment of SWP water, when available. When planning future water supply sources, WVWD selects projects that will provide sufficient supply to meet peak day demands. When possible, these sources are planned by pressure zone, thereby reducing the need to lift water to a higher zone.

As development progresses and increased demands are placed on the system, WVWD will determine which projects to implement. Although WVWD may not need to utilize each source to its full potential, construction of these water supply projects gives WVWD this option should one or more sources be off-line due to maintenance.

As part of the Rialto Basin GC, WVWD plans to collaborate with the other parties to implement groundwater recharge in the Rialto Basin to increase water levels. Increased water levels will result in an increase in WVWD's allowable pumping from the Rialto Basin, thereby increasing supply. The Rialto Basin GC will be developing a groundwater management plan that will identify recharge goals and projects, and the potential supply increase is not yet quantified.

5.4 Recycled Water

The wastewater collected within different portions of WVWD's service area is treated by the City of Rialto, the City of Colton, San Bernardino County, or the Inland Empire Utilities Agency. In 2012, WVWD prepared a master plan to evaluate potential uses of recycled water within its service area. WVWD does not currently have a recycled water distribution system and is not pursuing recycled water use at this time because it is not cost effective to extend facilities from the wastewater treatment plants to the locations of potential use.

5.5 Water Supply Summary

WVWD's historical water supplies are summarized in Table 5-4.

Table 5-4. Summary of WVWD's Water Supplies, AFY

Water Supply	Additional Detail on Water Supply	2016	2017	2018	2019	2020	2021	2022	2023
Groundwater	Lytle Creek	1,850	2,365	2,416	2,572	3,078	3,763	5,996	4,287
	Riverside North	2,745	1,089	1,542	1,301	1,354	1,152	1,284	827
	Rialto-Colton	2,123	3,923	3,353	2,779	1,420	4,041	3173	3,631
	Bunker Hill	1,351	2,300	2,002	891	1,933	1,650	1,854	1,842
	Chino	0	0	0	0	0	0	0	0
Purchased or Imported Water	SWP Water	2,839	2,653	4,042	3,649	3,342	4,979	2,399	1,187
	Baseline Feeder	3,380	3,151	3,701	3,512	3,616	2,797	4,750	3,766
Surface Water	Lytle Creek	2,026	4,540	3,748	4,023	5,356	3,442	4,098	6,473
Total		16,314	20,021	20,804	18,727	20,098	21,824	23,556	22,013

WVWD plans to utilize a greater amount from each of its supply sources, up to the legal rights and availability. WVWD’s available supplies for future years are summarized in Table 5-5. These quantities are established in the 2020 IRUWMP.

Table 5-5 Current and Projected Supplies, AFY

Water Supply	Additional Detail on Water Supply	2025	2030	2035	2040	2045
Groundwater	Bunker Hill (part of SBB)	2,052	2,353	3,554	4,754	6,455
	Bunker Hill (part of SBB, via Baseline Feeder)	5,000	5,000	5,000	5,000	5,000
	Lytle Creek (part of SBB)	2,900	2,900	2,900	2,900	2,900
	Rialto-Colton	4,426	4,538	4,650	4,761	4,873
	Riverside-Arlington	2,500	3,000	3,500	4,000	4,000
	Chino	-	900	900	900	900
Purchased or Imported Water	SWP – Rialto Colton Groundwater Supplemental Supply	-	-	-	-	-
	SWP - Direct Delivery	7,000	7,000	7,000	7,000	7,000
Surface Water	Lytle Creek	3,100	3,100	3,100	3,100	3,100
Total		26,978	28,791	30,603	32,415	34,229

5.6 Water Supply Reliability

WVWD performed a water service reliability assessment as part of the 2020 IRUWMP and assumed that demands could increase as much as 10% in single and consecutive dry year conditions. Although water use may decrease in later years of a multiple year drought, the reliability assessment assumed a 10% increase to be conservative.

San Bernardino Valley has been conducting groundwater recharge activities in the SBB since 1972 and participates in conjunctive use programs to store water in local groundwater basins during wet years for use in dry years. It is estimated that San Bernardino Valley and its agencies will benefit by increasing water levels, reducing pumping costs, and obtaining up to 88,500 AF of storage and up to 29,500 AF of dry year yield. Various planned groundwater recharge projects are outlined in the 2020 IRUWMP to help increase supply resiliency.

The effects of a local drought are not immediately recognized since the region uses the local groundwater basins to simulate a large reservoir for long term storage. While pumping rights from the Rialto Basin and available surface water may be reduced in dry years, WVWD is able to pump additional groundwater from Bunker Hill, Lytle, and Riverside North to meet total

demands in dry years and participates in efforts to replenish the basins with imported and local water through regional recharge programs. WVWD’s total groundwater supplies are not reduced in dry years, so 2020 was considered the base year in the reliability analysis. Based on the analysis, WVWD does not anticipate any shortage due to single or consecutive dry years but participates in ongoing water conservation measures and regional recharge projects to optimize and enhance the use and reliability of regional resources. WVWD also has a water shortage contingency plan (WSCP) to put into action as appropriate to reduce the demand during critical drought years or other supply emergencies. WVWD’s water shortage contingency plan is available in Part 4 of the 2020 IRUWMP and accessible at <https://www.sbvmd.com/reports/-folder-1120>. The WSCP may be updated and adopted by WVWD staff as needed.

6.0 Water Supply and Demand Analysis

As noted in the previous section, WVWD has estimated that demands could increase by 10 percent during a single dry year in the reliability analysis conducted in the 2020 IRUWMP. During a multiple dry year period, it was assumed that demand could continue to exhibit the 10 percent increase as the most conservative estimate. It is expected that conservation messaging and restrictions would help reduce overall consumption.

Including 2020 IRUWMP, Net Project, and other WSA demands, Table 6-1 presents a comparison of supply and demand projections in a normal year, Table 6-2 presents a comparison of supply and demand projections in a single dry year, and Table 6-3 presents a comparison of supply and demand projections for multiple dry years. Demands shown here differ from the demands provided in the 2020 IRUWMP because they include the net increase in industrial demand required to serve the Project (68 AFY) and the additional demands identified in WSAs developed subsequent to the 2020 IRUWMP.

Table 6-1. Normal Year Supply and Demand Comparison, AFY

Totals	2025	2030	2035	2040	2045
Supply Totals	26,978	28,791	30,603	32,415	34,229
Demand Totals	23,764	25,459	27,035	28,612	30,188
Difference	3,214	3,332	3,568	3,803	4,041

Notes: Supply information provided in the 2020 IRUWMP Table 10-12. Demand totals updated to reflect addition of net Project demand and additional demands identified in WSAs developed subsequent to the 2020 IRUWMP including the Bloomington Business Park (236 AFY) and Pepper Commerce Center (119 AFY).

Table 6-2. Single Dry Year Supply and Demand Comparison, AFY

Totals	2025	2030	2035	2040	2045
Supply Totals	29,676	31,670	33,663	35,657	37,651
Demand Totals	26,110	27,963	29,697	31,430	33,164
Difference	3,566	3,707	3,966	4,227	4,487

Notes: Supply information provided in the 2020 IRUWMP Table 10-12. Demand totals updated to reflect addition of net Project demand and additional demands identified in WSAs developed subsequent to the 2020 IRUWMP including the Bloomington Business Park (236 AFY) and Pepper Commerce Center (119 AFY). WVWD's demands in single dry years are assumed to increase by 10% above normal year demands.

Table 6-3. Multiple Dry Year Supply and Demand Comparison, AFY

Year	Totals	2025	2030	2035	2040	2045
First Year	Supply Totals	29,676	31,670	33,663	35,657	37,651
	Demand Totals	25,873	27,963	29,697	31,430	33,164
	Difference	3,803	3,707	3,966	4,227	4,487
Second Year	Supply Totals	29,676	31,670	33,663	35,657	37,651
	Demand Totals	25,873	27,963	29,697	31,430	33,164
	Difference	3,803	3,707	3,966	4,227	4,487
Third Year	Supply Totals	29,676	31,670	33,663	35,657	37,651
	Demand Totals	25,873	27,963	29,697	31,430	33,164
	Difference	3,803	3,707	3,966	4,227	4,487
Fourth Year	Supply Totals	29,676	31,670	33,663	35,657	37,651
	Demand Totals	25,873	27,963	29,697	31,430	33,164
	Difference	3,803	3,707	3,966	4,227	4,487
Fifth Year	Supply Totals	29,676	31,670	33,663	35,657	37,651
	Demand Totals	25,873	27,963	29,697	31,430	33,164
	Difference	3,803	3,707	3,966	4,227	4,487

Notes: Supply information provided in the 2020 IRUWMP Table 10-12. Demand totals updated to reflect addition of net Project demand and additional demands identified in WSAs developed subsequent to the 2020 IRUWMP including the Bloomington Business Park (236 AFY) and Pepper Commerce Center (119 AFY). WVWD's demands in dry years are assumed to increase by 10% above normal year demands.

7.0 Determination of Water Supply Sufficiency

According to the 2020 IRUWMP, WVWD has adequate supplies to meet their customer demands and replacement water needs during average, single dry, and multiple dry years throughout the planning period. Even with the addition of the net Project demands, and project demands of two other completed WSAs, to the projected demands established in the 2020 IRUWMP, WVWD anticipates sufficient supply to serve the Project with additional surplus supply for as-needed use. It is concluded that WVWD has adequate supplies to meet demands during average, single dry, and multiple dry years throughout the planning period. Should this Project be completed prior to its planned year (2025), the conclusions of this WSA are not expected to change.

WVWD is committed to minimizing the need to import water from other regions. WVWD will continue aggressive water conservation efforts to implement various Demand Management Measures, helping to reduce the need for imported water.

7.1 Conditions of Approval

This assessment of reliable water supply is conditioned on the following items:

ITEM 1: The property owner will install water efficient devices and landscaping according to the California Green Building Code (CalGreen) as enforced by San Bernardino County and applicable requirements of the WVWD's water use efficiency ordinance(s), local, and state ordinances, if any, at the time of building permit issuance to reduce this Project's demand on WVWD water supplies.

ITEM 2(a): The Developer will be required to apply for and submit a plan check for the installation of all new water services associated with the development of this Project.

ITEM 2(b): The project shall install its water connections off the District's Zone 6, 12-inch water main along Locust Ave. Should the project require a second point of connection, it may utilize the 10-inch water main along Lowell St.

ITEM 2(c): All water improvements proposed for installation must be installed by one of the District's preapproved contractors. All development fees and deposits must be paid prior to construction of any water facilities.

ITEM 2(d): The Developer shall adhere to the most recent District's "Standards for Domestic Water Facilities" and "Water Service Rules and Regulations" and any amendments.

ITEM 3: This WSA will be reviewed every three (3) years from the WVWD Board approval date shown on the cover of this WSA until the Project begins construction. The property owner shall notify WVWD when construction has begun. The review will ensure that the information

included in this WSA remains accurate and no substantial changes to the Project or WVWD's water supply have occurred. If the property owner has not contacted WVWD within three (3) years of the WVWD Board approval date shown on the cover of this WSA, it will be assumed that the proposed Project no longer requires the estimated water demand calculated, the demand for this Project will not be considered in assessments for future projects, and the assessment provided by this document will become invalid.

ITEM 4(a): Based on present information, WVWD has determined that it will be able to provide adequate water supplies to meet the potable water demand for this Project in addition to existing and future uses. WVWD reserves the right to revisit this WSA in the event that the Project's actual water demand is greater than the Project's estimated demand reported in this WSA or if a substantial change in the scope of the Project occurs.

ITEM 4(b): This WSA is not a commitment to serve the Project, but a review of WVWD's supplies based on present information available.

References

AKEL Engineering Group, Inc. (July 2020). *2020 Water Facilities Master Plan*. Rialto: West Valley Water District.

Robert Bein, William Frost & Associates. (1997). *Rialto Airport Specific Plan*. Rialto.

Water Systems Consulting, Inc. and Woodard & Curran. (June 2021). *Upper Santa Ana River Watershed 2020 Integrated Regional Urban Water Management Plan*.

Western Municipal Water District. (2024). *Annual Report of the Western-San Bernadino Watermaster*. Western Municipal Water District.

Appendix A Lytle Creek Judgement & Surface Water Purchase Agreement

Copy
OF
Certified Copy
OF
JUDGMENT

Rendered in the Superior Court of San Bernardino
County, California, on January 28th, 1924,
in Action No. 17030 and Entitled:

**"City of San Bernardino vs. Fontana
Water Co. et al."**

Recorded in Book 829, Page 293 of Deeds, San
Bernardino County Records

Judgment

*In the Superior Court of the State of California
in and for the County of San Bernardino*

CITY OF SAN BERNARDINO,
a municipal corporation,

Plaintiff,

vs.

FONTANA WATER COMPANY, a corporation, FONTANA UNION WATER COMPANY, a corporation, FONTANA POWER COMPANY, a corporation, FONTANA FARMS COMPANY, a corporation, FONTANA COMPANY, a corporation, LYTLE CREEK WATER AND IMPROVEMENT COMPANY, a corporation, CITIZENS LAND AND WATER COMPANY OF BLOOMINGTON, a corporation, RIVERSIDE HIGHLAND WATER COMPANY, a corporation, RANCHERIA WATER COMPANY, a corporation, MUTUAL LAND AND WATER COMPANY OF RIALTO, a corporation, TERRACE WATER COMPANY, a corporation, THE GAGE CANAL COMPANY, a corporation, RIVERSIDE TRUST COMPANY, LIMITED, a corporation, RIVERSIDE

No.
17030

ORANGE COMPANY, LIMITED, a corporation, CITY OF COLTON, a municipal corporation, GATE CITY ICE AND PRE-COOLING COMPANY, a corporation, COLTON CITY WATER COMPANY, a corporation, MEEKS AND DALEY WATER COMPANY, a corporation, FONTANA LAND COMPANY, a corporation, JOHN-HUB WATER COMPANY, a corporation, FONTANA DEVELOPMENT COMPANY, a corporation, NORTH COLTON WATER COMPANY, a corporation, LAWSON WELL COMPANY, a corporation, ALTA VISTA WATER COMPANY, a corporation, CLARA VISTA WATER COMPANY, a corporation, ORCHARD MUTUAL WATER COMPANY, a corporation, EAST RIVERSIDE WATER COMPANY, a corporation, JAMES BARNHILL, JOHN DOE, RICHARD ROE, SAM BLACK, JOE WHITE, SAM WHITE, CHARLES WHITE, TOM BROWN, SARAH BROWN, CHARLES BROWN, MARY BROWN, CHARLES LOW and JOHN LOW, and RIALTO DOMESTIC WATER COMPANY, a corporation,
Defendants.

WHEREAS there has been filed in this action a stipulation for judgment, duly executed by and on the part of the plaintiff above named and by and on the part of each and all of the following named defendants in this action, to-wit: Fontana Water Company, a corporation;

Fontana Union Water Company, a corporation; Fontana Power Company, a corporation, Fontana Farms Company, a corporation; Fontana Land Company, a corporation, Lytle Creek Water and Improvement Company, a corporation; Citizens Land and Water Company of Bloomington, a corporation; Riverside Highland Water Company, a corporation; Rancheria Water Company, a corporation; Mutual Land and Water Company of Rialto, a corporation; Terrace Water Company, a corporation; City of Colton, a municipal corporation; Rialto Domestic Water Company, a corporation; and James Barnhill (said Barnhill being erroneously sued herein, under the name of "W. W. Barnhill"),

NOW THEREFORE, by reason of said stipulation, and pursuant to the terms and provisions thereof,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court as follows:

I.

This action is hereby dismissed as to each and all of the defendants, other than those above named as parties to said stipulation; and each and all cross-complaints or cross-actions, filed or pending by or between any of the parties to said stipulation, above named are dismissed.

II.

As between the plaintiff and each and all of the defendants, above named, as parties to said stipulation, and as to each and all of said defendants as between themselves, excepting as set forth in Paragraph XXI hereof, it is further

ADJUDGED AND DECREED, as follows:

III.

That an inch of water, as the term is used herein, shall mean such quantity of water, in continuous flow, as will supply one-fiftieth part of a cubic foot of water per second of time.

IV.

That from time immemorial, there has flowed, and now flows, in Lytle Creek Canyon, in San Bernardino County, California, a natural stream, known as "Lytle Creek," and there exists below the mouth of said canyon, a certain pressure pipe line, belonging to said Power Company, and the cement intake diverting water into said pipe line, is situate on the west side of said stream, very near the mouth of said canyon, and at a distance of about 1662 feet north of a point in the north boundary of the Muscupiabe Rancho, between stations 48 and 49 thereof, where said boundary intersects the center line of Riverside Avenue, as delineated on the map showing subdivision of the lands of the Semi-Tropic Land and Water Company, (said location of said intake having been sometimes heretofore erroneously designated in the pleadings herein and elsewhere, as being about 2375 feet north of said point of intersection), said Map being recorded in the office of the County Recorder of said County, in Book 6 of Maps, page 12 thereof; and said Power Company, for more than five years last past, has been and now is diverting from said creek, at said intake, by means of said pipe line, the waters of said Creek, flowing at said intake not exceeding 3000 inches, and is conducting said waters to the power house of said Power Company, situated on Farm Lot 66, designated on said Map, which waters,

upon being discharged from said Power House, belong to and are distributed to sundry parties, for their use, in proportion to their rights and interests therein.

V.

That in the San Bernardino Valley in said County, there exists, and lies below, and to the southeast of the mouth of said canyon, an area of land herein designated as "Lytle Creek Region" which, for the purposes of this decree, is defined and described as follows:

Commencing at a point in the center line of Mill Street, in the City of San Bernardino, in said County, situate 300 feet east of the center line of Mt. Vernon Avenue; thence north 400 feet; thence west to the center line of Mt. Vernon Avenue; thence running north along the center line of Mt. Vernon Avenue, to the intersection thereof with the center line of Fourth Street, (said street being identical with Foothill Boulevard); thence running west along the center line of Fourth Street, to a point where the center line of Fourth Street would intersect the center line of Muscott Avenue, if said Avenue were extended south; thence running north to the point of intersection of center line of Muscott Avenue with center line of Base Line; thence running west along center line of Base Line, to the southeast corner of Section 31, Township 1 North, Range 4 West, S. B. B. & M.; thence running north to the southwesterly boundary of the right of way of Atchison, Topeka and Santa Fe Railway Company (on which right of way are located the main railroad tracks of said Railroad Company, running from said City, through Cajon Pass); thence following along said southwesterly boundary of said right of way, to the point of intersection thereof, with the State Highway

at Verdemont; thence following said Highway to the point of intersection thereof, with the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian; thence running west, along the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian, to the northwest corner of said last mentioned township; thence running southeasterly to a point situate five feet east of the most easterly point of said intake of said pipe line of said Power Company, thence running southeasterly and following upon and along a line parallel with the east side of that certain cement canal, formerly known as the "Semi-Tropic Canal" (the intake of which canal is identical with said intake of said pipe line), and at all points five feet distant in a northeasterly direction from the east side of said Canal, to a point where said line would intersect the northwesterly line of Farm Lot 68, designated on said Map, if said northwesterly line of said Lot were projected southwest; thence along said northwesterly line of said Lot, to the foot of the ridge or bluff known as the "Rialto Bench," thence running southeasterly along the foot of said bluff, to a point where the foot of said bluff intersects the center line of said Mill Street; running thence east, along the center line of Mill Street, to the place of beginning.

VI.

That whenever there shall be discharge from said Power House, surplus water in excess of the quantity at the time required to satisfy the domestic and irrigation needs of the respective parties, entitled to receive and use water discharged from said Power House, all of such surplus water, so discharged, shall be used for

replenishing the underground water sources of said Lytle Creek Region, and to that end, shall be delivered by said Power Company, to and upon the wash of said Lytle Creek, by a cement conduit, at the highest point on the westerly margin of said wash, to which such water can reasonably be conducted by gravity flow from said Power House. Such replenishment work, as to the water so delivered upon said wash, shall be performed under the supervision and direction of the Committee hereinafter mentioned.

VII.

That all water flowing at said intake of said pipe line of said Power Company, between the 15th day of December, and the 15th day of the next succeeding month of April, of each year hereafter elapsing, shall be diverted and applied in the manner and in accordance with the priorities hereinafter set forth, to-wit:

First: To supply to said pipe line 2000 inches of water, or such larger quantity as may, at the time, be required and taken for immediate use for irrigation or domestic purposes, by the parties entitled to receive and use water discharged from said Power House, not exceeding the extent of their respective rights to such water.

Second: To supply additional water to said pipe line, to the extent of an aggregate amount of 3000 inches, (inclusive of the water specified in the next preceding subdivision "First"), except and provided that all or any part of such additional water shall be allowed to flow past said intake, into the wash or channel of said creek, for replenishing the underground water of said

Region, whenever so requested in writing by the said Improvement Company, except during periods:

(a) When the quantity of water flowing in said creek at said intake, exceeds 4000 inches, in which event such excess water may be diverted through said pipe line, until the total quantity of water, diverted there-through, amounts to 2500 inches, or

(b) When the quantity of water, flowing in said creek, at said intake exceeds 5000 inches, in which event, such excess water may be diverted through said pipe line, until the total quantity of water, diverted therethrough, amounts to 3000 inches.

Third: All water, so permitted to pass said intake, shall be used, as far as reasonably practicable, for replenishing the underground water contained in the entire area of the Lytle Creek Wash, situate below said intake, provided that at all times, so far as is reasonably practicable, the upper portion of said wash shall be so replenished with water until no more water can be sunk therein, before such replenishment is performed on the portion of said wash lying south of Highland Avenue, or lying east of the west boundary of the lands in said Region now owned by the Muscoy Water Company.

Fourth: If, at the end of five years, from date hereof, said Improvement Company or their successors in interest, decide that the water producing capacity of wells, situate south of an east and west line drawn through said Power House, and north of said Highland Avenue, would be benefited and increased by conducting at said intake, into said pipe line, a quantity of water not exceeding 3000 inches, then and in that event, all of the water flowing at said intake, shall at all times

thereafter, be turned into said pipe line, to the extent of said 3000 inches, instead of permitting a portion of such waters to flow past said intake, as aforesaid, and at said Power House, all surplus water, in excess of the quantity at the time required to meet the then requirements of the respective parties, entitled to receive and use water discharged from said Power House, shall be used in accordance with, and be subject to the provisions of Paragraph VI hereof.

VII-a

That no water shall ever be conducted by any party hereto, from that certain tract of land, situated in said San Bernardino County, described as follows:

Beginning at a point on the center line of hereinbefore mentioned Muscott Avenue, said point being situate one-half mile north of said Base Line; running thence south to the center line of said Fourth Street; running thence west, along said center line of Fourth Street, to the point of intersection thereof with the center line of the right of way, for electrical transmission line, of Southern Sierras Power Company; running thence northwesterly along said center line of said right of way, to a point where said center line of said right of way would intersect a line drawn due west from said point of beginning; thence running east to said point of beginning.

VIII.

That in order to conserve, in the most economical and effectual method, all waters which, under the provisions hereof, are from time to time to be used for replenishing the underground water sources of said Region, and also, for further replenishing the underground water

supply of said Region, to conserve, so far as may be reasonably practicable, the surplus, or flood waters, of streams or canyons tributary to said Region, a committee of five persons shall annually be appointed in the month of September of each year, which committee shall have full charge and direction of such water conservation work, and of all expenditures relating thereto, provided that, in case of disagreement or difference of opinion, the power of such committee shall be exercised by concurrence of a majority of its members. One of the members of said committee shall be so appointed by said Improvement Company; one by said Citizens Company; one by said Union Water Company, one by said Mutual Company, Rancheria Water Company, Riverside Company and said City of San Bernardino; and one by said Terrace Water Company, James Barnhill and City of Colton, and each of said members shall serve for one year, and until his successor is appointed and no member of said committee shall receive any compensation for serving thereon. Vacancies on said committee shall also be filled by appointment, to be made in like manner as aforesaid, by the party or parties which made the appointment of the member whose place so becomes vacant, and any person appointed to fill such vacancies shall fill out the unexpired term of his predecessor. Subject to the provisions hereof, said committee is hereby authorized to, from time to time, install any water conservation works, including the construction of dams, ditches, cuts, obstructions, and shafts on land in said Lytle Creek Wash, lying north of Fourth Street, (said street being identical with Foothill Boulevard) and also in and along any canyon, the waters of which are tributary to said Region, and take all other steps,

as in its uncontrolled discretion may be deemed expedient, in order to accomplish the underground conservation of such waters, provided that nothing herein shall be construed as authorizing said committee to trespass upon the property or rights of any party or to do any act that would infringe upon or impair or interfere with the right of any party to the use of any water to which such party shall be entitled. The expense of installing such system and maintaining the same, and carrying on said work of water conservation, shall be borne and paid, subject to the provisions hereof, by the Fontana Companies, Citizens Company, Riverside Company, Improvement Company, Mutual Company, Rancheria Water Company, Rialto Domestic Water Company, City of Colton, City of San Bernardino, Terrace Water Company, and James Barnhill, in the same proportions that the maximum quantity of water which each of said eleven parties (or group of parties), is allotted hereunder, the right to pump from said Region, bears to the aggregate maximum quantity of water which all of said parties are allotted hereunder the right to pump from said Region, provided that in the event of any other person or corporation joining in said conservation work, and paying a proportion of the expense thereof, the proportions of said expense to be borne by said parties, as hereinbefore set forth, shall be correspondingly and equitably reduced. Said committee, in the month of October of each year, and from time to time thereafter, as they may deem proper, shall make an estimate of the amount of money at the time required to be paid to said committee by said eleven parties hereto above named, in order to meet the expense for conservation work as aforesaid, at the

time being undertaken, or in contemplation by said committee.

Said committee shall thereupon present to each of said eleven parties, a bill for the proportionate amount so to be paid by such party, and if any party shall fail to pay such bill, within thirty days after it shall be so presented to such party, then said committee may bring, and it shall be its duty to bring, suit against such party for the amount of such bill, together with costs, including a reasonable attorneys' fee to be fixed by the court in which such suit shall be brought.

Any and all lands, owned by any of said specified parties who are to bear the expense of said conservation work as aforesaid, situate in said Lytle Creek Region, and lying north of said "Fourth Street," and not suitable for the growing of crops thereon, may be used at any and all times for spreading water thereon, and sinking and conserving water therein, by means of dams, obstructions, ditches, cuts and shafts, or by taking such other steps as may be deemed expedient by said committee, provided however, that such water conservation work shall not be done in such a manner as to injure or interfere with the use of any pumping plant, structure or other improvement, situate on any land where such work is performed.

IX.

That the maximum quantity of water which said plaintiff, City of San Bernardino, shall be, and is entitled to take from said Region, and use beyond the confines thereof, is such quantity of water, which when added to the water said plaintiff is entitled to have delivered to it, from said Lytle Creek, will amount in the

aggregate, (inclusive of said Lytle Creek Water) to 325 inches of water, and said plaintiff shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 325 inches. Of said quantity of water, 225 inches and no more may be pumped or diverted from that certain tract of land in said Region, comprising 10.09 acres, and forming a part of tract known as the "McKenzie Tract" (said tract of 10.09 acres being more particularly described in that certain deed running from William L. McKenzie, and others, to said plaintiff, and recorded in Book 109 of Deeds, at page 303 thereof, in the office of the County Recorder of said San Bernardino County), and none of said 225 inches shall ever be diverted by plaintiff from any other portion of said Region.

Said plaintiff is also the owner of the right to take, divert and use water from that portion of the San Bernardino Valley, lying east of the easterly boundary line of said Lytle Creek Region and east of a line beginning at the point of intersection of the State Highway with the south boundary line of Section 34, Township 2 North, Range 5 West, S. B. B. & M., and running thence to the northwest corner of said Section 34, and north of the center line of Mill Street, extended east to Sterling Avenue, and from streams tributary to said portion of said valley, situate in said portion of said valley, either from the surface flow of such streams, or from wells bored or to be bored in said portion of said valley, to such extent as may be reasonably necessary to supply the needs of said city and its inhabitants with water for supplying needs and purposes within said City. The right of said plaintiff to take water from the surface flow of Lytle Creek, to the extent of 100 inches, shall

not be affected or diminished by any claims of the Fontana Companies, or any of them to salvage water, by reason of any water of Lytle Creek being conducted or conveyed in or through pipe lines, or conduits of any kind.

X.

That, subject to the provisions of this paragraph, the maximum quantity of water which said Rialto Domestic Water Company shall be, and is entitled to take from said Region and use beyond the confines thereof, is such quantity of water which, when added to the water said Company is entitled to have delivered to it from said Lytle Creek, will amount in the aggregate (inclusive of said Lytle Creek Water) to 143.22 inches of water, and said Company shall not be entitled to divert, at any time from said Region, an amount of water in excess of said quantity hereinbefore in this paragraph specified. Of said quantity of water, 100 inches and no more may be pumped from said Region by said Company, provided that:

(a) None of said 100 inches of water shall be taken from any well or water development situate south of a line located parallel to, and situate three-fourths of a mile north of, Highland Avenue.

(b) The right of said Company to so pump and take said one hundred inches of water, shall be exercised only to such extent as shall be necessary to supply the City of Rialto, and the inhabitants thereof, with water for municipal and domestic uses and purposes, and for the irrigation of flowers, trees and lawns, within said City, and then only during such times as the 43.22 inches of water (now supplied by said Company to the

inhabitants of said City) is inadequate, or unsuitable for such purposes or uses.

(c) None of said 100 inches of water shall, at any time, be used outside of the now, or hereafter existing corporate limits of said City of Rialto, except to the extent that said 43.22 inches is now being used outside said City.

(d) Nothing in this Paragraph X contained shall be construed as vesting in said Company the right to take any portion of said 100 inches of water from any well or water development, without the consent of the owner of the land on which such well or water development is situated.

(e) The right to pump and take said 100 inches of water from said region shall be exercised only in the event such right shall be transferred to the City of Rialto.

(f) The water derived from said 100 inches water right, other than water supplied for fire hydrants, sewers, stores and buildings, not used for dwellings, shall not be furnished to the inhabitants of said City of Rialto, except through meters and when charged for at meter rates.

XI.

That the maximum quantity of water which said Improvement Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is, such quantity of water, which when added to the water said Company is entitled to have delivered to it from said Lytle Creek, will amount in the aggregate (inclusive of said Lytle Creek Water), to 1026.23 inches, and said Improvement Company shall not be en-

titled to divert at any time, from said Region, an amount of water in excess of said quantity in this paragraph hereinbefore specified. Of said quantity of water, only 700 inches may be pumped and diverted from said Region, by said Improvement Company, except during such periods when the quantity of water said Company is deriving from said Lytle Creek, is temporarily reduced to a quantity of less than 326.23 inches, during which periods additional water may be pumped and diverted from said Region by said Company, but only to an extent sufficient to supply such deficiency of said Lytle Creek Water, and only so long as such deficiency continues. Said pumping of said 700 inches of water by said Improvement Company shall be confined to the Ferguson Ranch, (said Ranch being the real property described in that certain deed, dated November 20th, 1908, and executed by Fontana Development Company, and recorded in the office of the County Recorder of said San Bernardino County, in Book 429 of Deeds, page 103 thereof), and said Company is not entitled to pump any water from any other part of said Region.

XII.

That the maximum quantity of water, which said Mutual Company shall be, and is entitled to take and conduct from said Region, and use beyond the confines thereof, is 125 inches of water, and said Mutual Company shall not be entitled to divert at any time, from said Region, an amount of water in excess of said 125 inches, all of which said quantity of water may be pumped by said Company from said Region, but all of said water shall be taken from wells, or water de-

velopments situate south of Highland Avenue, and north of Base Line.

XIII.

That the maximum quantity of water which said Riverside Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 450 inches of water, and said Riverside Company shall not be entitled to divert at any time, from said Region, an amount of water in excess of said 450 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, but all of said water shall be taken from wells or water developments situate south of Highland Avenue, and north of Base Line.

XIV.

That the maximum quantity of water which said Rancheria Water Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 120 inches of water, and said Company shall not be entitled to divert at any time from said Region, an amount of water in excess of 120 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, but all of said water shall be taken from wells or water developments, situate south of Highland Avenue, and north of said Fourth Street.

XV.

That the maximum quantity of water which said Citizens Company shall be, and is entitled to take from

said Region, and use beyond the confines thereof, is 1300 inches of water, and said Citizens Company shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 1300 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, provided that:

(a) No more than 200 inches shall ever be diverted or pumped by said Citizens Company, from that part of said Ferguson Ranch specified in that certain deed, executed by the Semi-Tropic Land and Water Company, to the Rialto Irrigation District, and recorded in the office of the County Recorder of said San Bernardino County, in Book 187 of Deeds, at page 213 thereof, and

(b) No more than 585 inches shall ever be diverted from said Region by said Citizens Company, from the northeast quarter of Section 36, Township 1 North, Range 5 West, S. B. B. & M., and

(c) No more than 150 inches shall ever be diverted or pumped by said Citizens Company, from that certain tract of land, situate in said Region, described as follows, to-wit:

Commencing at a point on the Base Line two thousand and fifty feet east of the southwest corner of Township 1 North, Range 4 West, San Bernardino Base and Meridian, and running thence due east 250 feet; thence north 14 degrees west, 344 feet; thence north 24 degrees 10 minutes West, 839.7 feet; thence north 39 degrees, 56 minutes west, 1096 feet; thence due west 674 feet; thence south 8 degrees, 20 minutes east, 500 feet; thence south 34 degrees, 15 minutes east, 1119 feet; thence south 58 degrees, 35 minutes east, 998-7/10 feet, to the place of beginning.

(d) None of the remaining quantity of said 1300 inches of water shall ever be diverted or pumped by said Citizens Company, from any lands in said Region, lying to the north of Base Line, but nothing herein contained shall be construed as obligating said Citizens Company, to divert any specific quantity of water from lands lying north of Base Line, to the end that any quantity of water may be diverted by said Company, from lands in said Region lying south of Base Line, so long as such quantity, when added to the quantity of water which said Company may be then contemporaneously taking from said Region, from lands north of Base Line, shall not exceed in the aggregate, said maximum quantity of 1300 inches of water; provided however, that in the event of said Company diverting at any time from said Region, a total quantity of water, exceeding 1100 inches, then all of such excess water shall be taken by said Company from lands in said Region lying south of a line drawn parallel to, and situate 2500 feet south of Base Line.

(e) Said Citizens Company shall never be entitled to divert any water from that certain tract of land situate in said Region, and described as follows:

Beginning at the southeast corner of the northeast quarter of the northeast quarter of Section 36, Township 1 North, Range 5 West, San Bernardino Base and Meridian; running thence west, 11.89 chains to a post, thence north 3 degrees 10 minutes west, 20 chains to a post on the north line of said Section, thence east 1 chain, thence south 32 degrees east, 8.32 chains to a post; thence south 2 degrees west, 2.06 chains to a post; thence south 54 degrees east, 4.59 chains to a post; thence south 83 degrees east, 4.40 chains to the east line

of said Section, thence south 8.48 chains to the place of beginning.

XVI.

The maximum quantity of water which James Barnhill (sued herein under the erroneous name of "W. W. Barnhill"), shall be, and is entitled to take from said Region, and use beyond the confines thereof, is seventy-five inches of water and said Barnhill shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 75 inches, all of which said quantity of water may be pumped by him from said Region, but all of said water shall be taken from wells, or water developments, situate south of the existing right of way of Atchison, Topeka and Santa Fe Railway Company (on which said right of way are located the railroad tracts extending from said City of San Bernardino, to the City of Rialto), and north of said Mill Street.

XVII.

That the maximum quantity of water, which said Terrace Water Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 150 inches of water, and said Terrace Water Company shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 150 inches, but all of said water shall be taken from wells or water developments, situate south of said right of way of said Railway Company mentioned in the next preceding paragraph hereof, and north of said Mill Street. All of said water may be pumped.

XVIII.

That the maximum quantity of water which said City of Colton shall be, and is entitled to take from said

and its tributaries, and from said Lytle Creek Region, and conduct from said Region, and use beyond the confines thereof, shall amount to an aggregate quantity of 3480.78 inches, and said Fontana Companies shall never be entitled either collectively or separately to divert, beyond said confines, at any time from said water sources, or any of them, an amount of water in excess of said quantity in this paragraph hereinbefore specified. Of said 3480.78 inches of water, 1300 inches and no more may be pumped and diverted from said Region, by said Fontana Companies, provided that:

(a) No more than three hundred inches shall ever be pumped from the next hereinafter described tract of land, and said 300 inches shall be pumped from no other place; said tract being that certain tract, in said Region, described as follows:

That portion of the Southwest portion of the Muscupiabe Rancho, described as follows:

Beginning at station O of the north boundary of the Muscupiabe Rancho, which point is situate near the northeasterly bank of Lytle Creek, and near the mouth of Lytle Creek Canyon;

Thence following and along the northerly boundary of said Muscupiabe Ranch, South 67 degrees, 52 minutes East, thirty-five and fifty-three hundredths (35.53) chains to station 1 of said Muscupiabe Rancho; thence south 48 degrees, 14 minutes west, fifty-six and seventy-six hundredths (56.76) chains to the southwesterly corner of Farm Lot Ten (10) designated on the Map showing SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, recorded in Book 6 of Maps, at page 12, in the office of the County Recorder of said San Bernardino County;

Region, and use beyond the confines thereof, is 600 inches of water, and said City shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 600 inches, all of which said quantity of water may be pumped by said City from said Region, but all of said water shall be taken from wells or water developments situate south of the last mentioned right of way of said Railway Company, and north of said Mill Street, and none of said water shall be used west of the highway, running approximately north and south, situate on the Rialto Bench, and known as "Rancho Avenue."

XIX.

As used herein, (1) the term "Fontana Companies," refers to Fontana Water Company, Fontana Union Water Company, Fontana Power Company, Fontana Farms Company, and Fontana Land Company; (2) the term "Citizens Company" refers to the Citizens Land and Water Company of Bloomington; (3) the term "Riverside Company" refers to the Riverside Highland Water Company; (4) the term "Improvement Company" refers to the Lytle Creek Water and Improvement Company; (5) the term "Mutual Company" refers to the Mutual Land and Water Company of Rialto; (6) the term "Power Company" refers to the Fontana Power Company, and (7) the term "Union Water Company" refers to Fontana Union Water Company.

XX.

That the maximum quantity of water which said Fontana Companies shall be, and are collectively entitled to take from the surface and sub-surface waters of said Lytle Creek, and from said Lytle Creek Canyon,

Thence north 24 degrees, 43 minutes west, eighty-four and twenty-four hundredths (84.24) chains to a point in the north boundary of said Muscupiabe Rancho; said point being identical with the north corner of Farm Lot One (1), designated on said Map; thence, following and along the north boundary of the Muscupiabe Ranch, south fifty-one degrees, thirty minutes east, eleven and fifty-hundredths (11.50) chains to Station 49 thereof;

Thence, south 63 degrees, 00 minutes east, 40 chains to Station 0 of said Muscupiabe Rancho, the place of beginning.

Containing two hundred twelve and nineteen hundredths (212.19) acres.

(b) No more than 200 inches shall ever be pumped and diverted from said Region, from that certain tract of land in said Region, described as follows:

Commencing at a point on Line 2-3 of the northeasterly boundary of the southwest portion of the Rancho Muscupiabe, said point being north 45 degrees, 0 minutes west, one hundred thirty-seven and three-tenths chains from the southeast corner of Section 25, Township 1 North, Range 5 West, San Bernardino Base and Meridian; thence following the northeasterly boundary line of lands heretofore conveyed by the Fontana Development Company, to the Lytle Creek Water and Improvement Company, by deed recorded in Book 429 of Deeds, page 103, south 71 degrees, 13 minutes west, thirty-four and twenty-eight hundredths chains; thence still following said boundary north eighty-two degrees, fifty-nine minutes west, eighteen and seventy-three hundredths chains, for a point of beginning; thence from said point of beginning north fifty-four degrees,

fifteen minutes west, eighty-three and four hundredths chains; thence south 35 degrees, 45 minutes west, along the boundary line of the land conveyed by the Fontana Development Company to the Fontana Union Water Company, by deed recorded in Book 505 of Deeds, page 274, to the northwesterly corner of Lot 64, of Map showing subdivision of lands belonging to the Semi-Tropic Land and Water Company, as per plat recorded in Book 6 of Maps, page 12, of the records of said County, including the western portion of the Muscupiabe Grant, as per plat recorded in Book 7 of Maps, page 23, of the records of said County; thence from said northwesterly corner of said Lot 64, easterly and along the northeast line of Lots 64, 66, 68, 70, 72, 74 and 76, to the westerly point of land conveyed by the Fontana Development Company to the Lytle Creek Water and Improvement Company, by deed recorded in Book 429 of Deeds, page 103, et. seq.; thence following the north boundary of said tract south 82 degrees, 59 minutes east, twenty-six and twenty-seven hundredths chains, more or less, to point of beginning.

(c) None of the remaining 800 inches, or any portion of said 1300 inches of water, shall ever be pumped by said Fontana Companies, or any of them, from any portion of said Region lying to the south, or southeasterly of a line drawn from the southeast corner of Farm Lot 68, designated on said Map, to that certain point situate on the boundary of said Muscupiabe Rancho, designated or known as "Stake No. 3" (which said last mentioned point is situate very near to the northeast corner of Section 22, Township 1 North, Range 5 west, S. B. B. & M.); thence running due east to the southwesterly boundary of said right of way of

said Atchison, Topeka and Santa Fe Railway Company, hereinbefore mentioned, save and except that 150 inches of said 1300 inches of water may be pumped or diverted from lands in said Region lying below or to the south or southeasterly of said line.

(d) No water, pumped in said Region by any of said Fontana Companies, shall ever be conducted east of the west boundary of the lands in said Region now owned by the Muscoy Water Company, a corporation, provided however, that if any of the said Fontana Companies shall exercise the right to substitute for 150 inches of the surface waters of said Lytle Creek other water (said right being specifically provided for in that certain judgment rendered by the Superior Court of said San Bernardino County, in Action numbered 9383 in said Court, a copy of which judgment is recorded in the office of the County Recorder of said County, in Book 369 of Deeds at page 323 thereof, which said judgment is based upon that certain contract, dated October 26, 1891, wherein John L. Campbell granted to the Semi-Tropic Land and Water Company, the right to make such substitution of such water), then and in that event, such substituted water, not exceeding 150 inches, may be conducted anywhere.

(e) No water, except the 300 inches permitted to be pumped hereunder, from the tract of land described in Subdivision (a) of this Paragraph XX, shall ever be pumped and diverted by any of said Fontana Companies, from said Region, except and provided that whenever the quantity of water which said Fontana Companies are deriving from said Lytle Creek, at said intake, when added to any water that shall at the time be actually pumped from said tract (there shall be no

obligation to pump any water from said tract), shall amount in the aggregate to less than 2500 inches, then, so long as such deficiency shall continue, said Fontana Companies may take and divert from said Region from any or all of said other areas hereinbefore specified (but not more from any one of said areas than the maximum that they are entitled to take from such tract as hereinbefore stated) such quantity of water as may be necessary to make up such deficiency and maintain such aggregate supply of 2500 inches.

(f) Said quantity of 2500 inches and said maximum quantity of 3480.78 inches of water, hereinbefore referred to in this Paragraph XX, both relate exclusively to water which said Fontana Companies are entitled to take for their own use for irrigation and other beneficial purposes, beyond the confines of said Region.

XXI.

Nothing herein contained shall settle, bind or affect any question, matter or right existing between any of said Fontana Companies only, the purpose of this decree being to define and adjudicate the rights involved herein, of each and all of the respective parties hereto, other than said Fontana Companies, and also to adjudicate the collective rights of all of said Fontana Companies, constituting one group of defendants, without affecting any right which any of said Fontana Companies may have against any other of said Fontana Companies.

XXII.

That, except as provided in Paragraph XXIV hereof, no well shall ever be sunk hereafter by any party to

this action, within a distance of 200 feet of the north boundary line of said Ferguson Ranch, and it is further decreed that none of said Fontana Companies shall be entitled to hereafter pump any water in said Lytle Creek Canyon, at any time when such water is not needed for irrigation purposes.

XXIII.

Nothing contained herein shall be construed as permitting or shall permit, any water to be diverted from said Region, or from any water sources herein mentioned, at any time when the water so diverted is not reasonably needed for some useful or beneficial purpose, and it shall not be deemed a useful or beneficial purpose within the meaning of this paragraph, to use water:

(a) For irrigating, between the 15th day of November and the 15th day of March, of the next succeeding year, any grain or cereal crop, unless such crop is growing in an orchard;

(b) For saturating or causing water to sink in lands, lying outside of the said Region and canyon, for the purpose of accomplishing underground storing of water, or of adding to the water contained in such lands, nor for exercising unreasonable irrigation of crops or trees growing thereon.

XXIV.

That none of the parties to this action shall ever be entitled hereafter, to sink any well within a distance of 500 feet from any other well, owned, or operated by any other party to this action, except for substituting a new well in lieu of any now existing well, within said distance, for the sole purpose of maintaining, but not in-

creasing, the quantity of water now taken by such existing well, within such distance, provided however, that if it is desired to sink such new well within said distance, then such new well shall be always located as near as reasonably practicable to the existing old well for which it is to be substituted, as aforesaid.

XXV.

That each and all of the parties to this action, when taking any water from any water source mentioned herein, shall install, and at all times maintain respectively, at every point at which such water is so taken, such measuring box or weir or other measuring device, as will show readily and accurately the quantity of water at the time being taken at such point, which box and weir or other device, shall be installed and maintained as directed by, and to the satisfaction of said committee on water conservation, and shall at all times be open to inspection by an member of said committee, and by any party to this action.

XXVI.

Nothing herein contained shall be construed as vesting any new right in any of the parties hereto, to enter upon and take water from any water development or well situate on any property of any other party hereto, but the provisions of this paragraph shall not impair or affect any existing right of any party hereto.

XXVII.

That the rights of each and all of the said parties to pump water from said Region, as hereinbefore specified and defined are, as between said parties, equal and cor-

relative, without any priority or superiority of right, except as hereinbefore specifically stated or provided as to a particular interest or right, as between particular specified parties.

XXVIII.

That every provision of this decree in favor of, or applying to any party hereto, shall also apply to, and inure to the benefit of, and also bind each and all of the heirs, legal representatives, successors and assigns of such party.

XXIX.

That nothing herein decreed shall impair, abridge, or affect any existing right of any party hereto, which is now established by decree of court, or by other record, to have delivered, or to share in water from the surface flow of said Lytle Creek, except as may hereinbefore be otherwise specifically provided. Nothing herein decreed shall impair, abridge or affect any existing right of any party hereto to practice water conservation by sinking water in said Lytle Creek Canyon.

XXX.

That each and all of the parties hereto, and the agents and employees of each of them, are hereby perpetually restrained and enjoined from doing any act or thing in violation of the provisions of this decree.

XXXI.

None of the several maximum quantities of water which the parties hereto are respectively entitled to take from said Region, and use beyond the confines thereof, as herein specified, shall be increased or affected by the

future acquiring of additional lands in said Region by any of said parties; provided, however, anything to the contrary herein contained notwithstanding, should any party hereto hereafter purchase from any other party hereto the herein specified right to divert water of such other party, such purchasing party shall be entitled to exercise such purchased right of diverting water from said Region, in addition to the right allotted hereunder to such purchasing party.

XXXII.

No objection shall ever be made by any of said parties as to the interest or right of any party, as hereinbefore specified and defined, or as to the validity of this judgment in so specifying or defining such interest or right, on the ground that such interest or right, as so specified or defined, is not consistent with or warranted by the pleadings relative thereto; and if, in any case, it shall appear that any such interest or right, as so specified and defined, is in fact not consistent with or warranted by such pleading as actually filed, then such pleading shall be deemed and treated as amended, to conform to and sustain such interest and right as hereinbefore specified and defined.

XXXIII.

Each of said parties waives all right of appeal from this judgment, and no appeal shall be taken by any party or parties from this judgment or any part thereof.

XXXIV.

No party to this judgment shall be entitled to recover costs from any other party.

Dated: January 28th, 1924.

BENJAMIN F. WARMER,
Judge.

Endorsed:
Filed Jan. 28, 1924

HARRY L. ALLISON, Clerk
By M. L. ALDRIDGE, Deputy.

Docketed: Jan. 30, 1924, at 1:35 o'clock P. M.

Entered: Jan. 28, 1924, Book 41, Page 154.

HARRY L. ALLISON, Clerk
By R. M. SCHMIDT, Deputy Clerk

STATE OF CALIFORNIA, }
COUNTY OF SAN BERNARDINO, } ss.

I, HARRY L. ALLISON, County Clerk and ex-officio Clerk of the Superior Court, do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office.

Witness my hand and seal of the Superior Court, this 14th day of Feb., 1924.

HARRY L. ALLISON, County Clerk.
By R. M. SCHMIDT, Deputy.

Recorded at request of Leonard, Surr & Hellyer, Feb. 16, 1924, at 28 minutes past 9.00 A. M., in Book 829, Page 293, of Deeds, Records San Bernardino County.

FULTON G. FERAUD, County Recorder.
By IRENE McINERNY, Deputy Recorder.
Fee \$13.50.

I hereby certify that I have correctly transcribed this instrument on the records in the office of the Recorder of San Bernardino County.

R. EASTON, Copyist.

Compared:

M. ALEXANDER,—R. EASTON.

1 Afterbay of the Southern California Edison Company's
2 Fontana Power House. The actual amount of City's water
3 available for sale shall be that amount of surface flow
4 in Lytle Creek allocated to City by various judgments,
5 agreements and low flow restrictions of same.

6 2. District shall pay City an amount equal to the charge
7 established by the San Bernardino Valley Municipal
8 Water District for imported State Project Water for
9 groundwater recharge; currently, \$60.00 per acre foot or,
10 the average cost per acre foot to District to produce and
11 transport well water from District's Lytle Creek Well
12 Field to elevation one thousand five hundred seventy
13 (1,570) feet above sea level which is the same elevation
14 as said treatment plant, whichever is less. Present
15 estimated cost per acre foot is \$75.00 to produce and
16 transport said water. City will continue to pay
17 assessments which may be imposed by the Lytle Creek Water
18 Conservation Association against surface flow rights it
19 owns.

20 3. This Agreement shall terminate on January 1, 2023.
21 District shall have a right to two (2) ten-year extension
22 options after said expiration date. This Agreement may
23 be modified only upon the mutual written agreement of the
24 parties hereto. Any request for modification of this
25 Agreement shall be made at least ninety (90) days prior
26 to the proposed effective date of any such requested
27 modification. This Agreement shall inure to the benefit
28 of and be binding upon the parties hereto and their

- 1 respective successors, legal representatives, and
2 assigns. This Agreement shall be reviewed by the parties
3 ninety (90) days prior to the end of each five-year
4 anniversary date of this Agreement.
- 5 4. District agrees to indemnify and hold City and its
6 officers, employees, successors and assigns, and each of
7 them, harmless from and against all liability or claims
8 thereof for loss of or damage to property or injury to or
9 death of any person proximately caused in whole or in
10 part by any acts, omission, negligence, gross negligence
11 or willful misconduct, of District or its contractors, or
12 by any acts for which District or its contractors are
13 liable without fault, in the construction, operation and
14 maintenance of the facilities hereunder, save and except
15 in those instances where such loss, damage, injury, or
16 death is caused in whole or in part by the negligence of
17 City or its contractors or by any acts for which City or
18 its contractors are liable without fault.
- 19 5. City agrees to indemnify and hold District and its
20 officers, employees, successors, and assigns, and each of
21 them, harmless from and against all liability or claims
22 thereof for loss of or damage to property or injury to or
23 death of any person proximately caused in whole or in
24 part by any acts, omission, negligence, gross negligence
25 or willful misconduct, of City or its contractors, or by
26 any acts for which City or its contractors are liable
27 without fault, in the operation and maintenance of the
28 facilities hereunder, save and except in those instances

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where such loss, damage, injury, or death is caused in whole or in part by the negligence of District or its contractors or by any acts for which District or its contractors are liable without fault.

6. Written notice to be given to either party shall be given by personal delivery or by registered or certified mail; other correspondence and invoices may be sent by first class mail, addressed and delivered as set forth below:

General Manager
City of San Bernardino
Municipal Water Department
300 North "D" Street
San Bernardino, CA 92418

General Manager
West San Bernardino
County Water District
855 West Base Line Rd.
Rialto, CA 92376

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its respective duly authorized officers. The effective date of this Agreement shall be the date first above written.

BOARD OF WATER COMMISSIONERS
CITY OF SAN BERNARDINO

WEST SAN BERNARDINO COUNTY
WATER DISTRICT

By: Margaret H. Chandler
Margaret H. Chandler
President

By: Oliver P. Roemer
Oliver P. Roemer, President

ATTEST:

ATTEST:

By: Cheryl A. Flowers
Cheryl A. Flowers
Secretary

By: Ira B. Pace
Ira B. Pace, Secretary

APPROVED AS TO FORM AND CONTENT

Gerald D. Shoaf
Gerald D. Shoaf, Legal Counsel

Appendix B Western Judgement

FILED
RIV. REPAIR COUNTY

APR 17 1969

DONALD D. McLELLAN, Clerk
By *[Signature]* Deputy

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT OF
RIVERSIDE COUNTY, a municipal water
district; CITY OF RIVERSIDE, a
municipal corporation; THE GAGE
CANAL COMPANY, a corporation; AGUA
MANSA WATER COMPANY, a corporation,
MEEKS & DALEY WATER COMPANY, a
corporation; RIVERSIDE HIGHLAND
WATER COMPANY, a corporation, and
THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Plaintiffs,

-vs-

(A) EAST SAN BERNARDINO COUNTY
WATER DISTRICT, et al.,

Defendants

784/26
No. 784-726
J.M.
4/17/69
JUDGMENT

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27	APPENDIX A --	Map showing San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Area situated within San Bernardino County; Riverside Basin Area within Riverside County; Bunker Hill Dike; Riverside Narrows; and	
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Boundaries of San Bernardino
Valley Municipal Water
District & Western Municipal
Water District of Riverside
County

APPENDIX B -- Extractions by Plaintiffs from San Bernardino Basin Area.

APPENDIX C -- Exports for Use on Lands not Tributary to Riverside Narrows

APPENDIX D -- Miscellaneous Data

1 therefor,

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

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ACTIVE PARTIES

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8

(a) The parties to this Judgment are as follows:

9

(1) Plaintiff Western Municipal Water District
10 of Riverside County, a California municipal water district,
11 herein often called "Western", appearing and acting pursuant to
12 Section 71751 of the Water Code;

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(2) Plaintiff City of Riverside, a municipal
corporation;

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(3) Plaintiffs Riverside Highland Water
Company, Agua Mansa Water Company and Meeks & Daley Water
Company, each of which is a mutual water company and a
California corporation;

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20

(4) Plaintiff The Regents of the University
of California, a California public corporation;

21

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(5) Defendant San Bernardino Valley
Municipal Water District, a California municipal water district,
herein often called "San Bernardino Valley", appearing and
acting pursuant to Section 71751 of the Water Code;

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26

(b) This Judgment shall inure to the benefit of, and
be binding upon, the successors and assigns of the parties.

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II

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DISMISSED PARTIES

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All parties other than those named in the preceding
Paragraph I are dismissed without prejudice.

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III
PRIOR JUDGMENTS

(a) The Judgment dated and entered on May 13, 1959, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino, entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff v. Riverside Water Company, a corporation, et al., Defendants", No. 97031, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to the rights determined in that action.

(b) The Judgment dated June 23, 1965, and entered on April 21, 1966, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff, v. Riverside Water Company, a corporation, et al., Defendants," No. 111614, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to any rights determined in that action.

(c) As used in this Paragraph III only, "party" includes any person or entity which stipulates with the parties hereto to accept this Judgment.

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IV
DEFINITIONS

The following ground water basins and tributary areas are situated within the Santa Ana River watershed upstream from Riverside Narrows and are tributary thereto, and their approximate locations and boundaries for purposes of this Judgment are shown upon the map attached hereto as Appendix "A": San Bernardino Basin Area (the area above Bunker Hill Dike, but excluding certain mountainous regions and the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins); Colton Basin Area, Riverside Basin Area within San Bernardino County, and Riverside Basin Area within Riverside County.

As used herein the following terms shall have the meanings herein set forth:

(a) Bunker Hill Dike - The San Jacinto Fault, located approximately as shown on Appendix "A", and forming the principal downstream boundary of the San Bernardino Basin Area.

(b) Riverside Narrows - That bedrock narrows in the Santa Ana River indicated on Appendix "A".

(c) Extractions - Any form of the verb or noun shall include pumping, diverting, taking or withdrawing water, either surface or subsurface, by any means whatsoever, except extractions for hydroelectric generation to the extent that such flows are returned to the stream, and except for diversions for replenishment.

(d) Natural Precipitation - Precipitation which falls naturally in the Santa Ana River watershed.

(e) Imported Water - Water brought into the Santa Ana River watershed from sources of origin outside such watershed.

1 (f) Replenishment - Artificial recharge of the
2 ground water body achieved through the spreading or retention of
3 water for the purpose of causing it to percolate and join the
4 underlying ground water body, or injection of water into the
5 ground water resources by means of wells; provided that as used
6 with reference to any obligation of Western to replenish the
7 Riverside Basin Area in Riverside County, the term replenishment
8 shall include any water caused to be delivered by Western for
9 which credit is received by San Bernardino Valley against its
10 obligation under the Orange County Judgment to provide base
11 flow at Riverside Narrows.

12 (g) Safe Yield - Safe yield is that maximum
13 average annual amount of water that could be extracted from the
14 surface and subsurface water resources of an area over a period
15 of time sufficiently long to represent or approximate long-time
16 mean climatological conditions, with a given areal pattern of
17 extractions, under a particular set of physical conditions or
18 structures as such affect the net recharge to the ground water
19 body, and with a given amount of usable underground storage
20 capacity, without resulting in long-term, progressive lowering
21 of ground water levels or other undesirable result. In
22 determining the operational criteria to avoid such adverse
23 results, consideration shall be given to maintenance of adequate
24 ground water quality, subsurface outflow, costs of pumping,
25 and other relevant factors.

26 The amount of safe yield is dependent in part upon
27 the amount of water which can be stored in and used from the
28 ground water reservoir over a period of normal water supply
29 under a given set of conditions. Safe yield is thus related to
30 factors which influence or control ground water recharge, and
31

1 to the amount of storage space available to carry over recharge
2 occurring in years of above average supply to years of
3 deficient supply. Recharge, in turn, depends on the available
4 surface water supply and the factors influencing the
5 percolation of that supply to the water table.

6 Safe yield shall be determined in part through the
7 evaluation of the average net groundwater recharge which would
8 occur if the culture of the safe yield year had existed over
9 a period of normal native supply.

10 (h) Natural Safe Yield - That portion of the safe
11 yield of the San Bernardino Basin Area which could be derived
12 solely from natural precipitation in the absence of imported
13 water and the return flows therefrom, and without
14 contributions from new conservation. If in the future any
15 natural runoff tributary to the San Bernardino Basin Area is
16 diverted away from that Basin Area so that it is not included
17 in the calculation of natural safe yield, any replacement made
18 thereof by San Bernardino Valley or entities within it from
19 imported water shall be included in such calculation.

20 (i) New Conservation - Any increase in
21 replenishment from natural precipitation which results from
22 operation of works and facilities not now in existence, other
23 than those works installed and operations which may be
24 initiated to offset losses caused by increased flood control
25 channelization.

26 (j) Year - A calendar year from January 1 through
27 December 31. The term "annual" shall refer to the same period
28 of time.

29 (k) Orange County Judgment - The final judgment
30 in Orange County Water District v. City of Chino, et al.,
31 Orange County Superior Court No. 117628, as it may from time to
32

1 time be modified.

2 (l) Return Flow - That portion of the water
3 applied for use in any particular ground water basin which
4 subsequently reaches the ground water body in that basin.

5 (m) Five Year Period - a period of five consecutive
6 years.

7 V

8 EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

9
10 (a) For Use by Plaintiffs. The average annual
11 extractions from the San Bernardino Basin Area delivered for
12 use in each service area by each Plaintiff for the five year
13 period ending with 1963 are hereby determined to be as set forth
14 in Table B-1 of Appendix "B". The amount for each such
15 Plaintiff delivered for use in each service area as set forth
16 in Table B-1 shall be designated, for purposes of this Judgment,
17 as its "base right" for such service area.

18 (b) For Use by Others. The total actual average
19 annual extractions from the San Bernardino Basin Area by
20 entities other than Plaintiffs for use within San Bernardino
21 County for the five year period ending with 1963 are assumed
22 to be 165,407 acre feet; the correct figure shall be
23 determined by the Watermaster as herein provided.

24
25 VI

26 SAN BERNARDINO BASIN AREA RIGHTS AND REPLENISHMENT

27
28 (a) Determination of Natural Safe Yield. The
29 natural safe yield of the San Bernardino Basin Area shall be
30 computed by the Watermaster, reported to and determined
31 initially by supplemental order of this Court, and thereafter

1 shall be subject to the continuing jurisdiction thereof.

2 (b) Annual Adjusted Rights of Plaintiffs.

3 1. The annual "adjusted right" of each
4 Plaintiff to extract water from the San Bernardino
5 Basin Area for use in each service area designated
6 in Table B-1 shall be equal to the sum of the
7 following:

8 (a) its base right for such service area, until
9 the natural safe yield of the San Bernardino Basin
10 Area is determined, and thereafter its percentage
11 of such natural safe yield determined by the
12 methods used in Table B-2; and (b) an equal
13 percentage for each service area of any new
14 conservation, provided the conditions of the
15 subparagraph 2 below have been met.

16 2. In order that the annual adjusted
17 right of each such Plaintiff shall include its
18 same respective percentage of any new conservation,
19 such Plaintiff shall pay its proportionate share
20 of the costs thereof. Each Plaintiff shall have
21 the right to participate in new conservation projects,
22 under procedures to be determined by the Watermaster
23 for notice to Plaintiffs of the planned construction
24 of such projects. With respect to any new
25 conservation brought about by Federal installations,
26 the term "costs" as used herein shall refer to any
27 local share required to be paid in connection with
28 such project. Each Plaintiff shall make its
29 payment at times satisfactory to the constructing
30 agency, and new conservation shall be credited to
31 any participating Plaintiff as such conservation is
32 effected.

1 3. In any five year period, each
2 Plaintiff shall have the right to extract from the
3 San Bernardino Basin Area for use in each service
4 area designated in Table B-1 an amount of water
5 equal to five times its adjusted right for such
6 service area; provided, however, that extractions by
7 each Plaintiff in any year in any service area shall
8 not exceed such Plaintiff's adjusted right for that
9 service area by more than 30 percent.

10 4. If the natural safe yield of the
11 San Bernardino Basin Area has not been determined by
12 January 1, 1972, the initial determination thereof
13 shall be retroactive to that date and the rights
14 of the Plaintiffs, and the replenishment
15 obligation of San Bernardino Valley as hereinafter
16 set forth, shall be adjusted as of such date. Any
17 excess extractions by Plaintiffs shall be charged
18 against their respective adjusted rights over the
19 next five year period, or in the alternative,
20 Plaintiffs may pay to San Bernardino Valley the
21 full cost of any replenishment which it has pro-
22 vided as replenishment for such excess extractions.
23 Any obligation upon San Bernardino Valley to pro-
24 vide additional replenishment, by virtue of such
25 retroactive determination of natural safe yield,
26 may also be discharged over such next five year
27 period.

28 5. Plaintiffs and each of them and
29 their agents and assigns are enjoined from extracting
30 any more water from the San Bernardino Basin Area than
31 is permitted under this Judgment. Changes in place
32

1 of use of any such water from one service area to
2 another shall not be made without the prior
3 approval of Court upon a finding of compliance
4 with Paragraph XV(b) of this Judgment. So long
5 as San Bernardino Valley is in compliance with all
6 its obligations hereunder, and Plaintiffs are
7 allowed to extract the water provided for in this
8 Judgment, Plaintiffs are further enjoined from
9 bringing any action to limit the water extracted
10 from the San Bernardino Basin Area for use within
11 San Bernardino Valley.

12 6. Nothing in this Judgment shall
13 prevent future agreements between San Bernardino
14 Valley and Western under which additional
15 extractions may be made from the San Bernardino Basin
16 Area, subject to the availability of imported water
17 not required by San Bernardino Valley, and subject
18 to payment satisfactory to San Bernardino Valley
19 for replenishment required to compensate for such
20 additional extractions.

21
22 (c) San Bernardino Valley Replenishment. San
23 Bernardino Valley shall provide imported water for
24 replenishment of the San Bernardino Basin Area at least equal
25 to the amount by which extractions therefrom for use within
26 San Bernardino County exceed during any five year period the
27 sum of: (a) five times the total average annual extractions
28 determined under Paragraph V(b) hereof, adjusted as may be
29 required by the natural safe yield of the San Bernardino Basin
30 Area; and (b) any new conservation to which users within San
31 Bernardino Valley are entitled. Such replenishment shall be
32

1 supplied in the year following any five year period; provided
2 that during the first five year period, San Bernardino Valley
3 shall supply annual amounts on account of its obligations
4 hereunder, and such amounts shall be not less than fifty
5 percent of the gross amount of excess extractions in the
6 previous year.

7 1. Against its replenishment obligation
8 over any five year period San Bernardino Valley shall
9 receive credit for that portion of such excess
10 extractions that returns to the ground water of the
11 San Bernardino Basin Area.

12 2. San Bernardino Valley shall also
13 receive credit against any future replenishment
14 obligations for all replenishment which it provides
15 in excess of that required herein, and for any
16 amounts which may be extracted without replenishment
17 obligation, which in fact are not extracted.

18 (d) In this subparagraph (d), "person" and "entity"
19 mean only those persons and entities, and their successors
20 in interest, which have stipulated with the parties to this
21 Judgment within six months after its entry to accept this
22 Judgment.

23 San Bernardino Valley agrees that the base rights of
24 persons or entities other than Plaintiffs to extract water
25 from the San Bernardino Basin Area for use within San
26 Bernardino Valley will be determined by the average annual
27 quantity extracted by such person or entity during the five
28 year period ending with 1963. After the natural safe yield
29 of the San Bernardino Basin Area is determined hereunder, such
30
31

1 base rights will be adjusted to such natural safe yield; the
2 adjusted right of each such person or entity shall be that
3 percentage of natural safe yield as determined hereunder from
4 time to time which the unadjusted right of such person or
5 entity is of the amount determined under Paragraph V(b).

6 San Bernardino Valley further agrees that in the
7 event the right to extract water of any of such persons or
8 entities in the San Bernardino Basin Area is adjudicated and
9 legal restrictions placed on such extractions which prevent
10 extracting of water by said persons or entities in an amount
11 equal to their base rights, or after natural safe yield is
12 determined, their adjusted rights, San Bernardino Valley will
13 furnish to such persons or entities or recharge the ground
14 water resources in the area of extraction for their benefit
15 with imported water, without direct charge to such persons or
16 entities therefor, so that the base rights, or adjusted
17 rights, as the case may be, may be taken by the person or
18 entity.

19 Under the provisions hereof relating to furnishing
20 of such water by San Bernardino Valley, such persons or
21 entities shall be entitled to extract in addition to their
22 base rights or adjusted rights any quantities of water spread
23 for repumping in their area of extractions, which has been
24 delivered to them by a mutual water company under base rights
25 or adjusted base rights included by the Watermaster under the
26 provisions of Paragraph V (b) hereof. Extractions must be
27 made within three years of spreading to so qualify.

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*Basin for Case 3
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16/11/68*

VII

WATER DISCHARGED ACROSS THE BUNKER HILL DIKE

San Bernardino Valley shall keep in force an agreement with the City of San Bernardino that the present annual quantity of municipal sewage effluent discharged across Bunker Hill Dike, assumed for all purposes herein to be 16,000 acre feet annually, shall be committed to the discharge of the downstream obligations imposed on San Bernardino Valley under this Judgment or under the Orange County Judgment, and that such effluent shall comply with the requirements of the Santa Ana River Basin Regional Water Quality Control Board in effect December 31, 1968.

VIII

EXTRACTIONS FROM COLTON BASIN AREA AND RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY.

*B.W.N
&
Colton*

(a) The average annual extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use outside San Bernardino Valley, for the five year period ending with 1963 are assumed to be 3,349 acre feet and 20,191 acre feet, respectively; the correct figures shall be determined by the Watermaster as herein provided.

(b) Over any five year period, there may be extracted from each such Basin Area for use outside San Bernardino Valley, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western shall provide replenishment in the following year equal to the excess

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extractions over such 20 percent peaking allowance.

(c). To the extent that extractions from each such Basin Area for use outside San Bernardino Valley exceed the amounts specified in the next preceding Paragraph (b), Western shall provide replenishment. Except for any extractions in excess of the 20 percent peaking allowance, such replenishment shall be supplied in the year following any five year period, and shall not be from reclaimed water produced within San Bernardino Valley. Such replenishment shall also be of a quality at least equal to the water extracted from the Basin Area being recharged; provided, that water from the State Water Project shall be deemed to be of acceptable quality. Replenishment shall be supplied to the Basin Area from which any excess extractions have occurred and in the vicinity of the place of the excess extractions to the extent required to preclude influence on the water level in the three wells below designated; provided that discharge of imported water into the Santa Ana River or Warm Creek from a connection on the State Aqueduct near the confluence thereof, if released in accordance with a schedule approved by the Watermaster to achieve compliance with the objectives of this Judgment, shall satisfy any obligation of Western to provide replenishment in the Colton Basin Area, or that portion of the Riverside Basin Area in San Bernardino County, or the Riverside Basin Area in Riverside County.

(d) Extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use within San Bernardino Valley, shall not be limited. However, except for any required replenishment by Western, San Bernardino Valley shall provide the water to maintain the static water levels in the area, as determined by wells numbered

17.

IF DECREASE THE LEVEL DROP FROM
WESTERN PROD CAN GO TO
BUNDEN HALL WITH LEVEL MAINTAINED
822.04

Need to talk to
Hammiger to
clarify this

1 1S 4W 21 Q3, 1S 4W 29 H1, and 1S 4W 29 Q1 at an average level
2 no lower than that which existed in the Fall season of 1963.
3 Such 1963 average water level is hereby determined to be 822.04
4 feet above sea level. In future years, the level shall be
5 computed by averaging the lowest static water levels in each
6 of the three wells occurring at or about the same time of the
7 year, provided that no measurements will be used which reflect
8 the undue influence of pumping in nearby wells, or in the
9 three wells, or pumping from the Riverside Basin in Riverside
10 County in excess of that determined pursuant to Paragraph IX(a)
11 hereof.

12 (e) Extractions by Plaintiffs from the Colton Basin
13 Area and the portion of the Riverside Basin Area in San
14 Bernardino County may be transferred to the San Bernardino
15 Basin Area if the level specified in Paragraph (d) above is
16 not maintained, but only to the extent necessary to restore
17 such 1963 average water level, provided that Western is not
18 in default in any of its replenishment obligations. San
19 Bernardino Valley shall be required to replenish the San
20 Bernardino Basin Area in an amount equal to any extractions so
21 transferred. San Bernardino Valley shall be relieved of
22 responsibility toward the maintenance of such 1963 average water
23 level to the extent that Plaintiffs have physical facilities
24 available to accommodate such transfers of extractions, and
25 insofar as such transfers can be legally accomplished.

26 (f) The Colton Basin Area and the portion of the
27 Riverside Basin Area in San Bernardino County constitute a major
28 source of water supply for lands and inhabitants in both San
29 Bernardino Valley and Western, and the parties hereto have a
30 mutual interest in the maintenance of water quality in these
31 Basin Areas and in the preservation of such supply. If
32

When WWD
gains strength
SA WW

1 the water quality in such Areas, as monitored by the City of
2 Riverside wells along the river, falls below the Objectives set
3 therefor by the Santa Ana River Basin Regional Water Quality
4 Control Board, the Court shall have jurisdiction to modify the
5 obligations of San Bernardino Valley to include, in addition
6 to its obligation to maintain the average 1963 water level,
7 reasonable provisions for the maintenance of such water quality.

8 (g) The primary objectives of Paragraph VIII and
9 related provisions are to allow maximum flexibility to San
10 Bernardino Valley in the operation of a coordinated
11 replenishment and management program, both above and below
12 Bunker Hill Dike; to protect San Bernardino Valley against
13 increased extractions in the area between Bunker Hill Dike and
14 Riverside Narrows, which without adequate provision for
15 replenishment might adversely affect base flow at Riverside
16 Narrows, for which it is responsible under the Orange County
17 Judgment; and to protect the area as a major source of ground
18 water supply available to satisfy the historic extractions
19 therefrom for use within Western, without regard to the method
20 of operation which may be adopted by San Bernardino Valley for
21 the San Bernardino Basin Area, and without regard to the effect
22 of such operation upon the historic supply to the area below
23 Bunker Hill Dike.

24 If these provisions should prove either inequitable or
25 unworkable, the Court upon the application of any party hereto
26 shall retain jurisdiction to modify this Judgment so as to
27 regulate the area between Bunker Hill Dike and Riverside Narrows
28 on a safe yield basis; provided that under such method of
29 operation, (1) base rights shall be determined on the basis of
30 total average annual extractions for use within San Bernardino
31 Valley and Western, respectively, for the five year period ending
32

1 with 1963; (2) such base rights for use in both Districts shall
2 be subject to whatever adjustment may be required by the safe
3 yield of the area, and in the aggregate shall not be exceeded
4 unless replenishment therefor is provided; (3) in calculating
5 safe yield, the outflow from the area at Riverside Narrows shall
6 be determined insofar as practical by the base flow obligations
7 imposed on San Bernardino Valley under the Orange County
8 Judgment; and (4) San Bernardino Valley shall be required to
9 provide replenishment for any deficiency between the actual
10 outflow and the outflow obligation across Bunker Hill Dike as
11 established by safe yield analysis using the base period of
12 1934 through 1960.

13
14 IX

15 EXTRACTIONS FROM THE PORTION OF RIVERSIDE BASIN AREA
16 IN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO RIVERSIDE NARROWS.

17 (a) The average annual extractions from the portion
18 of the Riverside Basin Area in Riverside County which is
19 tributary to Riverside Narrows, for use in Riverside County,
20 for the five year period ending with 1963 are assumed to be
21 30,044 acre feet; the correct figures shall be determined by
22 the Watermaster as herein provided.

23 (b) Over any five year period, there may be
24 extracted from such Basin Area, without replenishment
25 obligation, an amount equal to five times such annual average
26 for the Basin Area; provided, however, that if extractions in
27 any year exceed such average by more than 20 percent, Western
28 shall provide replenishment in the following year equal to the
29 excess extractions over such 20 percent peaking allowance.

30 (c) To the extent that extractions from such Basin
31 Area exceed the amounts specified in the next preceding
32

20.

1 Paragraph (b), Western shall provide replenishment. Except
2 for any extractions in excess of the 20 percent peaking
3 allowance, such replenishment shall be supplied in the year
4 following any five year period, and shall be provided at or
5 above Riverside Narrows.

6 (d) Western shall also provide such replenishment
7 to offset any reduction in return flow now contributing to the
8 base flow at Riverside Narrows, which reduction in return
9 flow results from the conversion of agricultural uses of water
10 within Western to domestic or other uses connected to sewage
11 or waste disposal systems, the effluent from which is not
12 tributary to the rising water at Riverside Narrows.

13
14 X

15 REPLENISHMENT TO OFFSET NEW EXPORTS OF WATER TO AREAS
16 NOT TRIBUTARY TO RIVERSIDE NARROWS.

17 Certain average annual amounts of water extracted
18 from the San Bernardino Basin Area and the area downstream
19 therefrom to Riverside Narrows during the five year period
20 ending in 1963 have been exported for use outside of the area
21 tributary to Riverside Narrows and are assumed to be 50,667
22 acre feet annually as set forth in Table C-1 of Appendix "C";
23 the correct amount shall be determined by the Watermaster as
24 herein provided. Western shall be obligated to provide
25 replenishment at or above Riverside Narrows for any increase
26 over such exports by Western or entities within it from such
27 areas for use within areas not tributary to Riverside Narrows.
28 San Bernardino Valley shall be obligated to provide
29 replenishment for any increase over the exports from San
30 Bernardino Valley for use in any area not within Western nor
31 tributary to Riverside Narrows as set forth in Table C-2 of
32

21.

1 Appendix "C", such amounts being subject to correction by the
2 Watermaster, or for any exports from the San Bernardino Basin
3 Area for use in the Yucaipa, San Timoteo, Oak Glen and
4 Beaumont Basins.

5 XI

6 REPLENISHMENT CREDITS AND ADJUSTMENT FOR QUALITY

7
8 (a) All replenishment provided by Western under
9 Paragraph IX and all credits received against such
10 replenishment obligation shall be subject to the same adjustments
11 for water quality applicable to base flow at Riverside Narrows,
12 as set forth in the Orange County Judgment.

13 (b) Western shall receive credit against its
14 replenishment obligations incurred under this Judgment for the
15 following:

16 1. As against its replenishment obligation
17 under Paragraph VIII, any return flow to the Colton
18 Basin Area or the portion of the Riverside Basin Area
19 within San Bernardino County, respectively, resulting
20 from any excess extractions therefrom; and as
21 against its replenishment obligation under Paragraph
22 IX, any return flow to the portion of the Riverside
23 Basin Area in Riverside County, which contributes
24 to the base flow at Riverside Narrows, resulting
25 from any excess extractions therefrom, or from the
26 Riverside Basin Area in San Bernardino County, or
27 from the Colton Basin Area.

28 2. Subject to adjustment under
29 Paragraph (a) hereof, any increase over the present
30 amounts of sewage effluent discharged from
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treatment plants within Riverside County which are tributary to Riverside Narrows, and which results from the use of imported water.

3. Any replenishment which may be provided in excess of that required; any amounts which hereunder are allowed to be extracted from the Colton and Riverside Basin Areas without replenishment obligation by Western, and which in fact are not extracted; any storm flows conserved between Bunker Hill Dike and Riverside Narrows by works financed solely by Western, or entities within it, which would not otherwise contribute to base flow at Riverside Narrows; and any return flow from imported water used in Riverside County which contributes to base flow at Riverside Narrows; provided, however, that such use of the underground storage capacity in each of the above situations does not adversely affect San Bernardino Valley in the discharge of its obligations at Riverside Narrows under the Orange County Judgment, nor interfere with the accomplishment by San Bernardino Valley of the primary objectives of Paragraph VIII, as stated in Subdivision (g).

(c) The replenishment obligations of Western under this Judgment shall not apply during such times as amounts of base flow at Riverside Narrows and the amounts of water stored in the ground water resources below Bunker Hill Dike and tributary to the maintenance of such flow are found by Order of the Court to be sufficient to satisfy any obligation which San Bernardino Valley may have under this Judgment, or under the

Storage Areas

Doesn't this allow overproduction of BAW in full?

1 Orange County Judgment, and if the Court further finds by Order
2 that during such times any such increase in pumping, changes
3 in use or exports would not adversely affect San Bernardino
4 Valley in the future.

5 (d) The replenishment obligations of San Bernardino
6 Valley under Paragraph X of this Judgment for increase in
7 exports from the Colton and Riverside Basin Areas within San
8 Bernardino Valley below the Bunker Hill Dike shall not apply
9 during such times as the amounts of water in the ground water
10 resources of such area are found by Order of the Court to be
11 sufficient to satisfy the obligations which San Bernardino
12 Valley may have to Plaintiffs under this Judgment, and if the
13 Court further finds by Order that during such times any such
14 increases in exports would not adversely affect Plaintiffs in
15 the future.

16
17 XII

18 CONVEYANCE OF WATER BY SAN BERNARDINO VALLEY
19 TO RIVERSIDE NARROWS.

20 If San Bernardino Valley determines that it will
21 convey reclaimed sewage effluent, or other water, to or near
22 Riverside Narrows, to meet its obligations under this or the
23 Orange County Judgment, the City of Riverside shall make
24 available to San Bernardino Valley for that purpose any unused
25 capacity in the former Riverside Water Company canal, and the
26 Washington and Monroe Street storm drains, without cost except
27 for any alterations or capital improvements which may be
28 required, or any additional maintenance and operation costs which
29 may result. The use of those facilities shall be subject to the
30 requirements of the Santa Ana River Basin Regional Water Quality
31 Control Board and of the State Health Department, and compliance
32

1 therewith shall be San Bernardino Valley's responsibility.

2
3 XIII

4 WATERMASTER

5 (a) This Judgment and the instructions and
6 subsequent orders of this Court shall be administered and
7 enforced by a Watermaster. The parties hereto shall make such
8 measurements and furnish such information as the Watermaster
9 may reasonably require, and the Watermaster may verify such
10 measurements and information and obtain additional measurements
11 and information as the Watermaster may deem appropriate.

12 (b) The Watermaster shall consist of a committee
13 of two persons. San Bernardino Valley and Western shall each
14 have the right to nominate one of such persons. Each such
15 nomination shall be made in writing, served upon the other
16 parties to this Judgment, and filed in Court. Such person shall
17 be appointed by and serve at the pleasure of and until further
18 order of this Court. If either Western or San Bernardino Valley
19 shall at any time nominate a substitute appointee in place of
20 the last appointee to represent it, such appointee shall be
21 appointed by the Court in place of such last appointee.

22 (c) Appendix "D" to this Judgment contains some of
23 the data which have been used in preparation of this Judgment,
24 and shall be utilized by the Watermaster in connection with
25 any questions of interpretation.

26 (d) Each and every finding and determination of the
27 Watermaster shall be made in writing certified to be by
28 unanimous action of both members of the Watermaster committee.
29 In the event of failure or inability of such Watermaster
30 Committee to reach agreement, the Watermaster committee may
31 determine to submit the dispute to a third person to be selected
32

25.

1 by them, or if they are unable to agree on a selection, to be
2 selected by the Court, in which case the decision of the third
3 person shall be binding on the parties; otherwise the fact,
4 issue, or determination in question shall forthwith be
5 certified to this Court by the Watermaster, and after due notice
6 to the parties and opportunity for hearing, said matter shall
7 be determined by order of this Court, which may refer the
8 matter for prior recommendation to the State Water Resources
9 Control Board. Such order of the Court shall be a determination
10 by the Watermaster within the meaning of this Judgment.

11 (e) The Watermaster shall report to the Court and
12 to each party hereto in writing not more than seven (7) months
13 after the end of each year, or within such other time as the
14 Court may fix, on each determination made by it pursuant to this
15 Judgment, and such other items as the parties may mutually
16 request or the Watermaster may deem to be appropriate. All of
17 the books and records of the Watermaster which are used in the
18 preparation of, or are relevant to, such reported data,
19 determinations and reports shall be open to inspection by the
20 parties hereto. At the request of any party this Court will
21 establish a procedure for the filing and hearing of objections
22 to the Watermaster's report.

23 (f) The fees, compensation and expenses of each
24 person on the Watermaster shall be borne by the District which
25 nominated such person. All other Watermaster service costs and
26 expenses shall be borne by San Bernardino Valley and Western
27 equally.

28 (g) The Watermaster shall initially compute and
29 report to the Court the natural safe yield of the San Bernardino
30 Basin Area, said computation to be based upon the cultural
31

1 conditions equivalent to those existing during the five
2 calendar year period ending with 1963.

3 (h) The Watermaster shall as soon as practical
4 determine the correct figures for Paragraphs V(b), VI(b)1,
5 VIII(a), IX(a) and X, as the basis for an appropriate
6 supplemental order of this Court.

7
8 XIV

9 CONTINUING JURISDICTION OF THE COURT

10 (a) The Court hereby reserves continuing
11 jurisdiction of the subject matter and parties to this Judgment,
12 and upon application of any party, or upon its own motion, may
13 review and redetermine, among other things, the following
14 matters and any matters incident thereto:

15 1. The hydrologic condition of any one or
16 all of the separate basins described in this Judgment in order
17 to determine from time to time the safe yield of the San
18 Bernardino Basin Area.

19 2. The desirability of appointing a
20 different Watermaster or a permanent neutral member of the
21 Watermaster, or of changing or more clearly defining the duties
22 of the Watermaster.

23 3. The desirability of providing for increases
24 or decreases in the extraction of any particular party because
25 of emergency requirements or in order that such party may
26 secure its proportionate share of its rights as determined
27 herein.

28 4. The adjusted rights of the Plaintiffs as
29 required to comply with the provisions hereof with respect to
30 changes in the natural safe yield of the San Bernardino Basin
31

32 27.

2 Area. If such changes occur, the Court shall adjudge that the
3 adjusted rights and replenishment obligations of each party
4 shall be changed proportionately to the respective base rights.

5 5. Conforming the obligations of San
6 Bernardino Valley under this Judgment to the terms of any new
7 judgment hereafter entered adjudicating the water rights within
8 San Bernardino Valley, if inconsistencies of the two judgments
9 impose hardship on San Bernardino Valley.

10 6. Adjusting the figures in Paragraphs V(b),
11 VI(b) 1, VIII(a) IX(a), and X, to conform to determination
12 by the Watermaster.

13 7. Credit allowed for return flow in the San
14 Bernardino Basin Area if water levels therein drop to the point
15 of causing undue hardship upon any party.

16 8. Other matters not herein specifically set
17 forth which might occur in the future and which would be
18 of benefit to the parties in the utilization of the surface and
19 ground water supply described in this Judgment, and not
20 inconsistent with the respective rights of the parties as herein
21 established and determined.

22 (b) Any party may apply to the Court under its
23 continuing jurisdiction for any appropriate modification of
24 this Judgment if its presently available sources of imported
25 water are exhausted and it is unable to obtain additional
26 supplies of imported water at a reasonable cost, or if there is
27 any substantial delay in the delivery of imported water through
28 the State Water Project.

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2 SAVING CLAUSES

3
4 (a) Nothing in this Judgment precludes San
5 Bernardino Valley, Western, or any other party from exercising
6 such rights as it may have or obtain under law to spread, store
7 underground and recapture imported water, provided that any
8 such use of the underground storage capacity of the San
9 Bernardino Basin Area by Western or any entity within it shall
10 not interfere with any replenishment program of the Basin Area.

11 (b) Changes in the place and kind of water use,
12 and in the transfer of rights to the use of water, may be made
13 in the absence of injury to others or prejudice to the
14 obligations of either San Bernardino Valley or Western under
15 Judgment or the Orange County Judgment.

16 (c) If any Plaintiff shall desire to transfer all or
17 any of its water rights to extract water within San Bernardino
18 Valley to a person, firm, or corporation, public or private,
19 who or which is not then bound by this Judgment, such Plaintiff
20 shall as a condition to being discharged as hereinafter pro-
21 vided cause such transferee to appear in this action and file
22 a valid and effective express assumption of the obligations
23 imposed upon such Plaintiff under this Judgment as to such
24 transferred water rights. Such appearance and assumption of
25 obligation shall include the filing of a designation of the
26 address to which shall be mailed all notices, requests,
27 objections, reports and other papers permitted or required by
28 the terms of this Judgment.

29 If any Plaintiff shall have transferred all of its
30 said water rights and each transferee not theretofore bound by
31 this Judgment as a Plaintiff shall have appeared in this action
32

1 and filed a valid and effective express assumption of the
2 obligations imposed upon such Plaintiff under this Judgment as
3 to such transferred water rights, such transferring Plaintiff
4 shall thereupon be discharged from all obligations hereunder.
5 If any Plaintiff shall cease to own any rights in and to the water
6 supply declared herein and shall have caused the appearance and
7 assumption provided for in the third preceding sentence with
8 respect to each voluntary transfer, then upon application to
9 this Court and after notice and hearing such Plaintiff shall
10 thereupon be relieved and discharged from all further
11 obligations hereunder. Any such discharge of any Plaintiff
12 hereunder shall not impair the aggregate rights of defendant
13 San Bernardino Valley or the responsibility hereunder of the
14 remaining Plaintiffs or any of the successors.

15 (d) Non-use of any right to take water as provided
16 herein shall not result in any loss of the right. San
17 Bernardino Valley does not guarantee any of the rights set out
18 herein for Western and the other Plaintiffs as against the
19 claims of third parties not bound hereby. If Western or the
20 other Plaintiffs herein should be prevented by acts of third
21 parties within San Bernardino County from extracting the
22 amounts of water allowed them by this Judgment, they shall have
23 the right to apply to this Court for any appropriate relief,
24 including vacation of this Judgment, in which latter case all
25 parties shall be restored to their status prior to this
26 Judgment insofar as possible.

27 (e) Any replenishment obligation imposed hereunder
28 on San Bernardino Valley may be deferred until imported water
29 first is available to San Bernardino Valley under its contract
30 with the California Department of Water Resources and the
31

1 obligation so accumulated may be discharged in five
2 approximately equal annual installments thereafter.

3 (f) No agreement has been reached concerning the
4 method by which the cost of providing replenishment will be
5 financed, and no provision of this Judgment, nor its failure
6 to contain any provision, shall be construed to reflect any
7 agreement relating to the taxation or assessment of extractions.

8
9
10 XVI
EFFECTIVE DATE

11
12 The provisions of Paragraphs III and V to XII of this
13 Judgment shall be in effect from and after January 1, 1971;
14 the remaining provisions are in effect immediately.

15
16 XVII
COSTS

17
18 No party shall recover its costs herein as against
19 any other party.

20
21 THE CLERK WILL ENTER THIS JUDGMENT FORTHWITH.

22 DATED: *April 17, 1969*

23
24
25 ENTERED

[Signature]
JUDGE OF THE SUPERIOR COURT

26
27 APR 17 1969

28 JUDGMENT BOOK *124* PG *42*

Appendix C Rialto Basin Decree

259

1 SURR & HELLYER
Attorneys at Law
2 599 Arrowhead Avenue
San Bernardino, California
3 Telephone: Turner 4-4704
4 Attorneys for Lytle Creek Water and
Improvement Company and Citizens
5 Land and Water Company of Bloomington

James A. Stone
entered Dec 15 1961
E. 167
V. District of Justice Clerk
By *James A. Stone*
DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO

11 THE LYTLE CREEK WATER AND IMPROVEMENT)
12 COMPANY, a corporation,)
13)
14 Plaintiff,)
15)
16 vs.)
17 FONTANA RANCHOS WATER COMPANY, a corpor-)
18 ation; HIGHLAND AVENUE WATER COMPANY, a)
19 corporation; CITIZENS LAND AND WATER COMPANY)
OF BLOOMINGTON, a corporation; CITY OF RIALTO,)
a municipal corporation; and CITY OF COLTON, a)
municipal corporation; et al.,)
20 Defendants.)

No. 81264 -
DECREE

SURR & HELLYER
Attorneys at Law
San Bernardino, California

20 WHEREAS, there has been filed in the above-entitled action a
21 Stipulation for Judgment duly executed by and on the part of each and all of
22 the following named parties to said action (who are collectively hereinafter
23 referred to as "stipulating parties"), to-wit: The Lytle Creek Water and Im-
24 provement Company, a corporation (hereinafter referred to as "Lytle Creek");
25 Citizens Land and Water Company of Bloomington, a corporation (hereinafter
26 referred to as "Citizens"); Fontana Union Water Company, a corporation (here-
27 inafter referred to as "Fontana Union"); City of Colton, a municipal corporation
28 (hereinafter referred to as "Colton"); City of Rialto, a municipal corporation
29 (hereinafter referred to as "Rialto"); and Semi-Tropic County Water District, a
30 county water district organized and existing under the California County Water
31 District Law (hereinafter referred to as "Semi-Tropic"); and

32 WHEREAS, the Fontana Union was sued herein as John Doe

2194 143

SURR & HELLYER
ATTORNEYS AT LAW
San Bernardino, California

1 Company No. 1, a corporation, and the Complaint herein should be amended
2 accordingly; and

3 WHEREAS it appears that Semi-Tropic should be joined as a
4 defendant in this action; and

5 WHEREAS, the action has been dismissed as to each of the
6 defendants Fontana Rancho Water Company, a corporation, and Highland
7 Avenue Water Company, a corporation; and

8 WHEREAS the Court has heard and considered evidence on the
9 part of the various stipulating parties; and

10 WHEREAS the parties have in said Stipulation for Judgment
11 waived Findings of Fact and Conclusions of Law;

12
13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
14 DECREED as follows:

15 1. The Complaint herein is hereby amended to set forth the true
16 name of the defendant John Doe Company No. 1, a corporation, which is
17 Fontana Union Water Company, a corporation.

18 2. Semi-Tropic County Water District is hereby joined as a
19 defendant in this action.

20 3. As used herein the terms listed below shall have the respec-
21 tive meanings next following them, viz:

22 (a) "Rivito Basin" or "Basin" shall mean that certain terri-
23 tory in the County of San Bernardino, State of California, which is more par-
24 ticularly described on Exhibit "1".

25 (b) "Year" shall mean a twelve month period commencing on
26 October 1 and ending on the next following September 30.

27 (c) "Acre Foot" of water shall mean that quantity of water
28 which will cover one acre to a depth of one foot, also being 43,560 cubic
29 feet, and which also is equal to a flow of 25,208 miner's inches of water for
30 24 hours.

31 4. Except as provided herein no stipulating party shall have any
32 priority to take water from the Basin, and the rights of the parties to take

21-5 17-3

1 water from the Basin as between themselves are set forth herein.

2 5. Subject to the pro rata reductions hereinafter set forth, the
3 amount of water in acre feet to which the stipulating parties are respectively
4 entitled to extract from the Basin in each year are as follows:

5 Colton	3,010 acre feet
6 Rialto	1,580 acre feet
7 Citizens	3,260 acre feet
8 Fontana Union	550 acre feet
9 Lytle Creek	3,600 acre feet
10 Semi-Tropic	-0- acre feet

11 6. The following described wells in the Basin are designated
12 and referred to herein as index wells for the purpose of determining the ele-
13 vation above sea level of the ground waters within the Basin. These wells
14 are as follows:

15 (a) "Duncan Well" - presently owned by Rialto, having
16 State Location No. 1S/SW-3A1, State Serial No. D-1084, located 109 feet
17 South of the center line of Baseline and 233 feet West of the center line of
18 Cactus Avenue.

19 (b) "Willow Street Well" - presently owned by Lytle Creek,
20 having State Location No. 1S/SW-2K1, State Serial No. D-1085, located 202
21 feet East of the center line of Willow Street and 133 feet North of the center
22 line of Victoria Avenue.

23 (c) "Boyd Well" - presently owned by Citizens, having
24 State Location No. 1S/SW-12L1, State Serial No. D-1095, located 109 feet West
25 of the center line of Eucalyptus Street and 155 feet North of the center line of
26 Wilson Street.

27 For the purpose of determination of the elevation of water above
28 sea level in the said index wells, the elevation above sea level of each of
29 the index wells is established as follows:

30 (a) "Duncan Well"	1352.79
31 (b) "Willow Street Well"	1287.00
32 (c) "Boyd Well"	1177.19

If for any reason any or all of said wells shall not be available

DUKE & HELLVIG
ATTORNEYS AT LAW
SAN ANTONIO, TEXAS

215 472

1 for measurement the identity and location of a substitute index well or wells
2 may be determined by a written stipulation executed by at least three-fourths
3 in number of the stipulating parties (or their successor(s) in interest) and
4 filed in this action, or in default of said stipulation, by order of this Court.

5 The elevation of the water level above sea level of each of
6 the index wells shall be measured in each of the months of March, April,
7 and May in each year. Each stipulating party shall be entitled from time to
8 time to designate one individual to be present and observe such measurements.
9 Measurements shall be made by the owners of the respective wells or such
10 other person, firm or corporation which three-fourths in number of the stipu-
11 lating parties shall designate to do so. Such measurements shall be made
12 at such times as the index well measured is not being pumped and has not
13 been pumped within the preceding twenty-four hours.

DAVID S. HILL, JR.
ATTORNEY AT LAW
1000 ...

14 7. As used herein the term "spring-high water level" for a year
15 at each of the index wells shall mean the highest elevation in feet above
16 sea level of the surface of the water table which shall be measured in each
17 respective index well at any one of the monthly measurements during either
18 March, April, or May.

19 In any year in which the average of the elevation of the
20 spring-high water level in the three index wells is above elevation 1002.3
21 feet above mean sea level, no stipulating party shall be limited in the amount
22 of water which may be pumped from the Basin. However, no stipulating party
23 shall acquire any additional right to extract water from the Basin by reason
24 of extracting more than such party is entitled under paragraph 5 above.

25 In any year in which the average of the elevations of the
26 spring-high water level in the three index wells is between 1002.3 feet above
27 mean sea level and 969.7 feet above mean sea level, each party shall be
28 entitled to pump from the Basin in such year only the amount of water to which
29 such party is entitled as specified in paragraph 5 above.

30 In any year in which the average of the elevations of the
31 spring-high water level in the three index wells is below 969.7 feet above
32 mean sea level, then the amount of water which the stipulating parties shall

[2195 (W-3)]

SURR & MELLER
ATTORNEYS AT LAW
San Bernardino, California

1 be entitled to pump from the Basin during such year shall be reduced one per
2 cent (1%) for each one (1) foot that the said average is below 969.7 feet above
3 mean sea level, and not cumulatively to be reduced more than fifty per cent (50%).

4 9. If any stipulating party acquires any of the wells located
5 within the Basin which are described on Exhibit "2", which is attached hereto
6 and hereby incorporated herein, such party shall have the additional right to
7 extract water from the Rialto Basin annually in the amount set forth on said
8 Exhibit "2" opposite the description of the respective wells.

9 10. Each stipulating party shall maintain records of all its extrac-
10 tions of water from the Basin so that it can be determined therefrom what extrac-
11 tion of water was taken from each well or combination of wells or other water
12 sources in the Basin from which such party received water in each year. Each
13 stipulating party shall equip each of its wells with a water metering device
14 which shall accurately measure the entire quantity of water pumped from the
15 well. Each stipulating party shall allow the other stipulating parties access
16 upon reasonable notice to the wells of such party to permit of inspection and
17 testing the metering equipment.

18 Upon written demand of any stipulating party, the party keeping
19 such records shall within thirty (30) days after receipt of such demand supply
20 to the party making such demand, or other person designated by such party in
21 such demand, a written statement of the amount of water (in acre feet) so taken
22 from each such well or combination of wells or other sources for each year after
23 1961 with respect to which no such statement has previously been supplied.

24 11. Every provision of this judgment in favor of all applies to any
25 party hereto and also applies to and inures to the benefit of and shall also bind
26 all of the heirs, legal representatives, successors and assigns of such party.

27 12. Nothing in this judgment contained shall prevent any stipulat-
28 ing party from selling or otherwise disposing of or purchasing or otherwise
29 acquiring any rights to extract water from the Basin which may be adjudged to
30 belong to any other stipulating party; but any such right to acquire or to dispose
31 of shall remain subject to any limitation or restrictions herein expressed

32 13. The stipulating parties will unite in opposing any new taking

1 of water from the Basin by other than a stipulating party or parties and will
2 prorate the expenses in making such opposition, including litigation or engi-
3 neering expenses, provided that:

4 (a) The term "new taking" shall not include any water
5 development in the Basin hereafter made for the sole purpose of maintaining
6 but not increasing any quantity of water now being taken from the Basin by the
7 person who may hereafter make such development; or in the exercise by any
8 person of an overlying right who is not a stipulating party.

9 (b) If any stipulating party does not join in prosecuting
10 any future suit to prevent, enjoin or limit any such new or unlawful taking,
11 such stipulating party not so joining shall bear proratably the expenses of such
12 suit, including attorneys' fees and engineering fees, only if final judgment
13 is rendered in such suit preventing enjoining or limiting such taking.

14 14. No stipulating party shall be entitled to recover court
15 costs from any other stipulating party in this proceeding.

16 15. The court will retain jurisdiction to enter modifications of
17 this decree upon a finding of changed circumstances.

18 16. In the event through litigation of the supply of water in the
19 Basin, or by reason of adjudication in any subsequent action, the stipulating
20 parties in the aggregate shall be unable to pump and extract from the Basin a
21 quantity of water so great as the aggregate water is set forth herein, the stip-
22 ulating parties shall prorate the aggregate quantity of water available in the
23 Basin as long as such inability shall continue.

24 17. The listing herein of any number of acre feet for any party
25 to this action other than a stipulating party shall not be deemed an admission
26 by any stipulating party that a non-stipulating party is entitled to any water
27 whatsoever from the Basin, nor as to the quantity which such non-stipulating
28 party may take from the Basin, but each such figure for any non-stipulating
29 party is listed in order that the stipulating parties may between themselves
30 agree as to their rights to extract water on account of acquisition of the wells
31 of non-stipulating parties.

32 18. As between stipulating parties only no extraction of water

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San Bernardino, California

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SAN FRANCISCO, CALIFORNIA

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from the Basin by any stipulating party in excess of the amount herein provided to be taken by such party shall be deemed adverse to any other stipulating party, and each stipulating party hereby waives as against each other stipulating party the right to plead any statute of limitation or latches with respect to water extracted by such party in excess of such amount.

19. No objection shall ever be made by any party to this judgment as to the interest or right of any such party as herein defined or as to the validity of this judgment not so defining such interest or right on the ground that such interest or right as so defined is not consistent with or warranted by the pleadings in this action relative thereto, and if in any case it shall appear that any such interest or right as so defined is in fact not consistent with or warranted by such pleadings then such pleadings shall be deemed and treated as amended to conform to and sustain such interest and right as herein defined, and said pleadings shall be deemed sufficient to support this judgment.

Each of the parties to this judgment waives all right of appeal therefrom and no appeal shall be taken by any party hereto from this judgment or any part thereof and the same shall constitute a final judgment.

DONE IN OPEN COURT this 22nd day of November, 1964.

J. W. H. [Signature]
Judge of the Superior Court

13 545 41

DESCRIPTION OF BOUNDARIES OF RIALTO BASIN

BEGINNING at a point on the centerline of Meridian Avenue, as shown on plat of Town of Rialto and Adjoining Subdivisions, as recorded in Map Book 4, page 11, records of the County Recorder of said County, said point being 950 feet North of the intersection of said Meridian Avenue and San Bernardino Avenue, thence Northwesterly to a point on the centerline of Rialto Avenue (Arrow Route) as shown on said subdivision plat, said point being 400 feet East of the intersection of West Rialto Avenue and Cactus Avenue; thence Northwesterly to a point on the centerline of Foothill Boulevard (State Highway Route No. 9), said point being 1,050 feet East of the intersection of said Foothill Boulevard and Linden Avenue, said intersection being the Southwest corner of Section 3, T1S, R5W, SBB&M; thence Northwesterly to a point in said Linden Avenue, said point being 700 feet North of said Foothill Boulevard; thence Northwesterly to a point in the centerline of Laurel Avenue as shown on said subdivision plat, said point being 3,600 feet North of said Foothill Boulevard; thence Northwesterly to the intersection of Alder Avenue and Baseline Road, said intersection being the Southeast corner of Section 32, T1N, R5W, SBB&M; thence Northwesterly to a point at the base of the San Gabriel Mountains, said point being 1,100 feet North and 1,400 feet West of the Southeast corner of Section 15, T1N, R6W, SBB&M; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in the East line of Section 13, T1N, R6W, said point being 3,700 feet North of the Southeast corner of said Section 13; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in fractional Section 7, T1N, R5W, said point being 2,200 feet North and 3,700 feet East of the Southwest corner of said Section 7; thence Southeasterly to a point in Muscupiabe Rancho, said point being 2,500 feet North and 950 feet East of the Southwest corner of fractional Section 22, T1N, R5W, SBB&M; thence Southeasterly to a point in said Muscupiabe Rancho, said point being 700 feet North and 3,700 feet East of the Southwest corner of said fractional Section 22, thence Southeasterly to a point in said Muscupiabe Rancho, said point being 4,000 feet North and 2,500 feet East of the Southwest corner of fractional Section 26, T1N, R5W, SBB&M; thence Southeasterly to a point in fractional Section 6, T1S, R4W, SBB&M, said point being 1,500 feet North and 4,300 feet East of the Southwest corner of said fractional Section 6; thence Southeasterly to a point on the centerline of Mill Street, as shown on plat The Martin Tract, as recorded in Map Book 3, page 27, records of the County Recorder of said County, said point being 1,050 feet West of the intersection of said Mill Street and Mt. Vernon Avenue; thence Southwesterly to the point of beginning.

<u>STATE WELL NUMBER</u>		<u>LOCATION</u>	<u>STIPULATED RIGHT ACRE FEET</u>
<u>Location Number</u>	<u>Serial Number</u>		
1S/5W-3B1	D-1083	680 feet South of center line Base Line, 2,183 feet West of Cactus Avenue	490
1S/5W-3J1	D-1083a	1,371 feet North of Foothill Blvd. 703 feet West of Cactus Avenue	490
1S/5W-3N1	D-1083b	404 feet North of Foothill Blvd. 1,241 feet East of center line Linden Avenue	540
1S/4W-7C1	E-8a	92 feet South of center line Foothill Blvd., 1,484 feet East of center line Meridian Avenue	290
1S/4W-18B2	E-70c	705 feet South of center line Mill Street, 1,085 feet West of Rancho Avenue	370
1S/4W-18E1	E-70a	416 feet East of center line Meridian Avenue, 608 feet North of center line Randall Avenue	160
1S/4W-18K1	E-70e	47 feet South of center line Citrus Avenue, 87 feet East of West line of Northeast 1/4 of Section 18	360
1N/5W-17K1	D-1170b	3,937 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 352 feet Southwest of the center line of Riverside Avenue measured at right angles	90
1N/5W-17G1	D-1170d	3,625 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 161 feet Southwest of the center line of Riverside Avenue measured at right angles	90
1N/5W-28J1	D-1177a	63 feet West of Linden Avenue, 45 feet South of Vineyard 0.36 miles North of Highland Avenue	40
1N/5W-31A1	D-1166	66 feet South of center line of Highland Avenue 361 feet East of center line of Juniper	370

Exhibit "2"

Handwritten notes:
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SURR & HELLYER
Attorneys at Law
599 Arrowhead Avenue
San Bernardino, California
Telephone: TUrner 4-4704

Attorneys for Lytle Creek Water and
Improvement Company and Citizens Land
and Water Company of Bloomington



SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

THE LYTLE CREEK WATER AND IMPROVEMENT)
COMPANY, a corporation,)
)
) Plaintiff,)
)
) vs.)
)
) FONTANA RANCHOS WATER COMPANY, a cor-)
) poration; HIGHLAND AVENUE WATER COMPANY,)
) a corporation; CITIZENS LAND AND WATER)
) COMPANY OF BLOOMINGTON, a corporation;)
) CITY OF RIALTO, a municipal corporation; and)
) CITY OF COLTON, a municipal corporation; et al.)
)
) Defendants.)

No. 81264

DECREE

WHEREAS, there has been filed in the above-entitled action a
Stipulation for Judgment duly executed by and on the part of each and all of
the following named parties to said action (who are collectively hereinafter
referred to as "stipulating parties"), to-wit: The Lytle Creek Water and Im-
provement Company, a corporation (hereinafter referred to as "Lytle Creek");
Citizens Land and Water Company of Bloomington, a corporation (hereinafter
referred to as "Citizens"); Fontana Union Water Company, a corporation
(hereinafter referred to as "Fontana Union"); City of Colton, a municipal cor-
poration (hereinafter referred to as "Colton"); City of Rialto, a municipal cor-
poration (hereinafter referred to as "Rialto"); and Semi-Tropic County Water
District, a county water district organized and existing under the California
County Water District Law (hereinafter referred to as "Semi-Tropic"); and

WHEREAS, the Fontana Union was sued herein as John Doe

SURR & HELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

1 Company No. 1, a corporation, and the Complaint herein should be
2 amended accordingly; and

3 WHEREAS, it appears that Semi-Tropic should be joined as a
4 defendant in this action; and

5 WHEREAS, the action has been dismissed as to each of the
6 defendants Fontana Ranchos Water Company, a corporation, and Highland
7 Avenue Water Company, a corporation; and

8 WHEREAS, the Court has heard and considered evidence on the
9 part of the various stipulating parties; and

10 WHEREAS, the parties have in said Stipulation for Judgment
11 waived Findings of Fact and Conclusions of Law;

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
13 DECREED as follows:

14 1. The Complaint herein is hereby amended to set forth the true
15 name of the defendant John Doe Company No. 1, a corporation, which is
16 Fontana Union Water Company, a corporation.

17 2. Semi-Tropic County Water District is hereby joined as a
18 defendant in this action.

19 3. As used herein the terms listed below shall have the respec-
20 tive meanings next following them, viz:

21 (a) "Rialto Basin" or "Basin" shall mean that certain terri-
22 tory in the County of San Bernardino, State of California, which is more par-
23 ticularly described upon Exhibit "1", and which also includes all percolating
24 water and underground water and water sources underlying said territory.

25 (b) "Year" shall mean a twelve month period commencing on
26 October 1 and ending on the next following September 30.

27 (c) "Acre Foot" of water shall mean that quantity of water
28 which will cover one acre to a depth of one foot, also being 43,560 cubic
29 feet, and which also is equal to a flow of 25.208 miner's inches of water for
30 24 hours.

31 4. Except as provided herein no stipulating party shall have any
32 priority to take water from the Basin, and the rights of the parties to take

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water from the Basin as between themselves are set forth herein.

5. Subject to the pro rata reductions hereinafter set forth, the amount of water in acre feet to which the stipulating parties are respectively entitled to extract from the Basin in each year are as follows:

Colton	3,010 acre feet	- 3900
Rialto	1,580 acre feet	- 3100
Citizens	3,260 acre feet	
Fontana Union	550 acre feet	- 970 - 7400
Lytle Creek	3,600 acre feet	

6. The following described wells in the Basin are designated and referred to herein as index wells for the purpose of determining the elevation above sea level of the ground waters within the Basin. These wells are as follows:

- (a) "Duncan Well" - presently owned by Rialto, having State Location No. 1S/5W-3A1, State Serial No. D-1084, located 109 feet South of the center line of Baseline and 233 feet West of the center line of Cactus Avenue.
- (b) "Willow Street Well" - presently owned by Lytle Creek, having State Location No. 1S/5W-2K1, State Serial No. D-1085, located 202 feet East of the center line of Willow Street and 133 feet North of the center line of Victoria Avenue.
- (c) "Boyd Well" - presently owned by Citizens, having State Location No. 1S/5W-12L1, State Serial No. D-1095, located 109 feet West of the center line of Eucalyptus Street and 155 feet North of the center line of Wilson Street.

For the purpose of determination of the elevation of water above sea level in the said index wells, the elevation above sea level of each of the index wells is established as follows:

- (a) "Duncan Well"
- (b) "Willow Street Well"
- (c) "Boyd Well"

If for any reason any or all of said wells shall not be available

1 for measurement, the identity and location of a substitute index well or wells
2 may be determined by a written stipulation executed by at least three-fourths
3 in number of the stipulating parties (or their successor(s) in interest) and
4 filed in this action, or in default of said stipulation, by order of this Court.

5 The elevation of the water level above sea level of each of
6 the index wells shall be measured in each of the months of March, April,
7 and May in each year. Each stipulating party shall be entitled from time to
8 time to designate one individual to be present and observe such measurements.
9 Measurements shall be made by the owners of the respective wells or such
10 other person, firm or corporation which three-fourths in number of the stipu-
11 lating parties shall designate to do so. Such measurements shall be made
12 at such times as the index well measured is not being pumped and has not
13 been pumped within the preceding twenty-four hours.

14 7. As used herein the term "spring-high water level" for a year
15 at each of the index wells shall mean the highest elevation in feet above
16 sea level of the surface of the water table which shall be measured in each
17 respective index well at any one of the monthly measurements during either
18 March, April, or May.

19 In any year in which the average of the elevation of the
20 spring-high water level in the three index wells is above elevation 1002.3
21 feet above mean sea level, no stipulating party shall be limited in the amount
22 of water which may be pumped from the Basin. However, no stipulating party
23 shall acquire any additional right to extract water from the Basin by reason
24 of extracting more than such party is entitled under paragraph 5 above.

25 In any year in which the average of the elevations of the
26 spring-high water level in the three index wells is between 1002.3 feet above
27 mean sea level and 969.7 feet above mean sea level, each party shall be
28 entitled to pump from the Basin in such year only the amount of water to which
29 such party is entitled as specified in paragraph 5 above.

30 In any year in which the average of the elevations of the
31 spring-high water level in the three index wells is below 969.7 feet above
32 mean sea level, then the amount of water which the stipulating parties shall

1 be entitled to pump from the Basin during such year shall be reduced ten
2 per cent (10%) for each one (1) foot that the said average is below 969.7 feet
3 above mean sea level.

4 9. If any stipulating party acquires any of the wells located
5 within the Basin which are described on Exhibit "2", which is attached
6 hereto and hereby incorporated herein, such party shall have the additional
7 right to extract water from the Rialto Basin annually in the amount set forth
8 on said Exhibit "2" opposite the description of the respective wells.

9 10. Each stipulating party shall maintain records of all extrac-
10 tions of water from the Basin so that it can be determined therefrom what
11 extraction of water was taken from each well or combination of wells or
12 other water sources in the Basin from which such party received water in
13 each year.

14 Upon written demand of any stipulating party, the party
15 keeping such records shall within thirty (30) days after receipt of such demand
16 supply to the party making such demand, or other person designated by such
17 party in such demand, a written statement of the amount of water (in acre
18 feet) so taken from each such well or combination of wells or other sources
19 for each year after 1961 with respect to which no such statement has pre-
20 viously been supplied.

21 11. Every provision of this judgment in favor of all applies to
22 any party hereto and also applies to and inures to the benefit of and shall
23 also bind all of the heirs, legal representatives, successors and assigns
24 of such party.

25 12. Nothing in this judgment contained shall prevent any stipu-
26 lating party from selling or otherwise disposing of or purchasing or otherwise
27 acquiring any rights to extract water from the Basin which may be adjudged to
28 belong to any other stipulating party; but any such right to acquire or so dis-
29 pose of shall remain subject to any limitation or restrictions herein expressed.

30 13. The stipulating parties will unite in opposing any new taking
31 of water from the Basin other than a stipulating party or parties and will pro-
32 rate the expenses in making such opposition, including litigation or engineer-

1 ing expenses, provided that:

2 (a) The term "new taking" shall not include any water develop-
3 ment in the Basin hereafter made for the sole purpose of maintaining but not
4 increasing any quantity of water now being taken from the Basin by the person
5 who may hereafter make such development.

6 (b) If any stipulating party does not join in prosecuting any
7 future suit to prevent, enjoin or limit any such new or unlawful taking, such
8 stipulating party not so joining shall bear proratably the expenses of such suit,
9 including attorneys' fees and engineering fees, only if final judgment is ren-
10 dered in such suit preventing enjoining or limiting such taking.

11 14. No stipulating party shall be entitled to recover court costs
12 from any other stipulating party in this proceeding.

13 15. The Court will render jurisdiction to enter modifications of this
14 decree.

15 16. In the event through litigation of the supply of water in the
16 Basin, or by reason of adjudication in any subsequent action, the stipulating
17 parties in the aggregate shall be unable to pump and extract from the Basin a
18 quantity of water so great as the aggregate water is set forth herein, the stipu-
19 lating parties shall prorate the aggregate quantity of water available in the
20 Basin as long as such inability shall continue.

21 17. The listing herein of any number of acre feet for any party to
22 this action other than a stipulating party shall not be deemed an admission by
23 any stipulating party that a non-stipulating party is entitled to any water what-
24 soever from the Basin, nor as to the quantity which such non-stipulating party
25 may take from the Basin, but each such figure for any non-stipulating party
26 is listed in order that the stipulating parties may between themselves agree
27 as to their rights to extract water on account of acquisition of the wells of
28 non-stipulating parties.

29 18. As between stipulating parties only no extraction of water from
30 the Basin by any stipulating party in excess of the amount herein provided to
31 be taken by such party shall be deemed adverse to any other stipulating party,
32 and each stipulating party hereby waives as against each other stipulating

1 party the right to plead any statute of limitation or latches with respect to
2 water extracted by such party in excess of such amount.

3 19. No objection shall ever be made by any party to this judgment
4 as to the interest or right of any such party as herein defined or as to the vali-
5 dity of this judgment not so defining such interest or right on the ground that
6 such interest or right as so defined is not consistent with or warranted by the
7 pleadings in this action relative thereto, and if in any case it shall appear
8 that any such interest or right as so defined is in fact not consistent with or
9 warranted by such pleadings then such pleadings shall be deemed and treated
10 as amended to conform to and sustain such interest and right as herein defined,
11 and said pleadings shall be deemed sufficient to support this judgment.

12 Each of the parties to this judgment waives all right of appeal
13 therefrom and no appeal shall be taken by any party hereto from this judgment
14 or any part thereof and the same shall constitute a final judgment.

15 DONE IN OPEN COURT this ____ day of _____, 1961.

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Judge of the Superior Court

DESCRIPTION OF BOUNDARIES OF RIALTO BASIN

BEGINNING at a point on the centerline of Meridian Avenue, as shown on plat of Town of Rialto and Adjoining Subdivisions, as recorded in Map Book 4, page 11, records of the County Recorder of said County, said point being 950 feet North of the intersection of said Meridian Avenue and San Bernardino Avenue; thence Northwesterly to a point on the centerline of Rialto Avenue (Arrow Route) as shown on said subdivision plat, said point being 400 feet East of the intersection of West Rialto Avenue and Cactus Avenue; thence Northwesterly to a point on the centerline of Foothill Boulevard (State Highway Route No. 9), said point being 1,050 feet East of the intersection of said Foothill Boulevard and Linden Avenue, said intersection being the Southwest corner of Section 3, T1S, R5W, SBB&M; thence Northwesterly to a point in said Linden Avenue, said point being 700 feet North of said Foothill Boulevard; thence Northwesterly to a point in the centerline of Laurel Avenue as shown on said subdivision plat, said point being 3,600 feet North of said Foothill Boulevard; thence Northwesterly to the intersection of Alder Avenue and Baseline Road, said intersection being the Southeast corner of Section 32, T1N, R5W, SBB&M; thence Northwesterly to a point at the base of the San Gabriel Mountains, said point being 1,100 feet North and 1,400 feet West of the Southeast corner of Section 15, T1N, R6W, SBB&M; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in the East line of Section 13, T1N, R6W, said point being 3,700 feet North of the Southeast corner of said Section 13; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in fractional Section 7, T1N, R5W, said point being 2,200 feet North and 3,700 feet East of the Southwest corner of said Section 7; thence Southeasterly to a point in Muscupiabe Rancho, said point being 2,500 feet North and 950 feet East of the Southwest corner of fractional Section 22, T1N, R5W, SBB&M; thence Southeasterly to a point in said Muscupiabe Rancho, said point being 700 feet North and 3,700 feet East of the Southwest corner of said fractional Section 22, thence Southeasterly to a point in said Muscupiabe Rancho, said point being 4,000 feet North and 2,500 feet East of the Southwest corner of fractional Section 26, T1N, R5W, SBB&M; thence Southeasterly to a point in fractional Section 6, T1S, R4W, SBB&M, said point being 1,500 feet North and 4,300 feet East of the Southwest corner of said fractional Section 6; thence Southeasterly to a point on the centerline of Mill Street, as shown on plat The Martin Tract, as recorded in Map Book 3, page 27, Records of the County Recorder of said County, said point being 1,050 feet West of the intersection of said Mill Street and Mt. Vernon Avenue; thence Southwesterly to the point of beginning.

<u>STATE WELL NUMBER</u>		<u>LOCATION</u>	<u>STIPULATED RIGHT ACRE FEET</u>
<u>Location Number</u>	<u>Serial Number</u>		
1S/5W-3B1	D-1083	680 feet South of center line Base Line, 2,183 feet West of Cactus Avenue	490 <i>R.I.A.T.</i>
1S/5W-3J1	D-1083a	1,371 feet North of Foothill Blvd. 703 feet West of Cactus Avenue	490 <i>R.I.A.T.</i>
1S/5W-3N1	D-1083b	404 feet North of Foothill Blvd. 1,241 feet East of center line Linden Avenue	540 <i>R.I.A.T.</i>
1S/4W-7C1	E-78a	92 feet South of center line Foothill Blvd., 1,484 feet East of center line Meridian Avenue	290 <i>S.B.</i>
1S/4W-18B2	E-70c	705 feet South of center line Mill Street, 1,085 feet West of Rancho Avenue	370 <i>...</i>
1S/4W-18E1	E-70a	416 feet East of center line Meridian Avenue, 608 feet North of center line Randall Avenue	160 <i>...</i>
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1N/5W-17G1	D-1170	3,625 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 161 feet Southwest of the center line of Riverside Avenue measured at right angles	90 <i>...</i>
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1N/5W-31A1	D-1176	66 feet South of center line of Highland Avenue 361 feet East of center line of Juniper	370 <i>...</i>

Appendix D Chino Basin Watermaster Judgement

*Exec. J. Stark
Jan 27, 1978
td*

FILED

JAN 30 AM 11 41

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11 Attorneys for Plaintiff

FILED - West District
San Bernardino County Clerk

OCT 26 1989

Caru Jennings

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MICROFILMED

12 CHINO BASIN MUNICIPAL WATER)
13 DISTRICT,)
14 Plaintiff,)
15 v.)
16 CITY OF CHINO, et al.)
17 Defendants.)

No. 164327

REN 51010

JUDGMENT

LAW OFFICES
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Routing
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Secretary
Supervisor
Exhibits

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN BERNARDINO

11

12 CHINO BASIN MUNICIPAL WATER)
DISTRICT,)
13)
Plaintiff,)
14)
v.)
15)
CITY OF CHINO, et al.)
16)
Defendants.)
17)

No. 164327

JUDGMENT

18

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I. INTRODUCTION

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1. Pleadings, Parties and Jurisdiction. The complaint here-
in was filed on January 2, 1975, seeking an adjudication of water
rights, injunctive relief and the imposition of a physical solu-
tion. A first amended complaint was filed on July 16, 1976. The
defaults of certain defendants have been entered, and certain
other defendants dismissed. Other than defendants who have been
dismissed or whose defaults have been entered, all defendants have
appeared herein. By answers and order of this Court, the issues
have been made those of a full inter se adjudication between the

1 parties. This Court has jurisdiction of the subject matter of
2 this action and of the parties herein.

3 2. Stipulation For Judgment. Stipulation for entry of
4 judgment has been filed by and on behalf of a majority of the
5 parties, representing a majority of the quantitative rights herein
6 adjudicated.

7 3. Trial; Findings and Conclusions. Trial was commenced on
8 December 16, 1977, as to the non-stipulating parties, and findings
9 of fact and conclusions of law have been entered disposing of the
10 issues in the case.

11 4. Definitions. As used in this Judgment, the following
12 terms shall have the meanings herein set forth:

13 (a) Active Parties. All parties other than those who
14 have filed with Watermaster a written waiver of service of
15 notices, pursuant to Paragraph 58.

16 (b) Annual or Year -- A fiscal year, July 1 through
17 June 30, following, unless the context shall clearly indicate
18 a contrary meaning.

19 (c) Appropriative Right -- The annual production right
20 of a producer from the Chino Basin other than pursuant to an
21 overlying right.

22 (d) Basin Water -- Ground water within Chino Basin which
23 is part of the Safe Yield, Operating Safe Yield, or replen-
24 ishment water in the Basin as a result of operations under the
25 Physical Solution decreed herein. Said term does not include
26 Stored Water.

27 (e) CBMWD -- Plaintiff Chino Basin Municipal Water
28 District.

1 (f) Chino Basin or Basin -- The ground water basin
2 underlying the area shown as such on Exhibit "B" and within
3 the boundaries described in Exhibit "K".

4 (g) Chino Basin Watershed -- The surface drainage area
5 tributary to and overlying Chino Basin.

6 (h) Ground Water -- Water beneath the surface of the
7 ground and within the zone of saturation, i.e., below the
8 existing water table.

9 (i) Ground Water Basin -- An area underlain by one or
10 more permeable formations capable of furnishing substantial
11 water storage.

12 (j) Minimal Producer -- Any producer whose production
13 does not exceed five acre-feet per year.

14 (k) MWD -- The Metropolitan Water District of Southern
15 California.

16 (l) Operating Safe Yield -- The annual amount of ground
17 water which Watermaster shall determine, pursuant to criteria
18 specified in Exhibit "I", can be produced from Chino Basin by
19 the Appropriative Pool parties free of replenishment obliga-
20 tion under the Physical Solution herein.

21 (m) Overdraft -- A condition wherein the total annual
22 production from the Basin exceeds the Safe Yield thereof.

23 (n) Overlying Right -- The appurtenant right of an owner
24 of lands overlying Chino Basin to produce water from the Basin
25 for overlying beneficial use on such lands.

26 (o) Person. Any individual, partnership, association,
27 corporation, governmental entity or agency, or other organ-
28 ization.

1 (p) PVMWD -- Defendant Pomona Valley Municipal Water
2 District.

3 (q) Produce or Produced -- To pump or extract ground
4 water from Chino Basin.

5 (r) Producer -- Any person who produces water from Chino
6 Basin.

7 (s) Production -- Annual quantity, stated in acre feet,
8 of water produced.

9 (t) Public Hearing -- A hearing after notice to all
10 parties and to any other person legally entitled to notice.

11 (u) Reclaimed Water -- Water which, as a result of
12 processing of waste water, is suitable for a controlled use.

13 (v) Replenishment Water -- Supplemental water used to
14 recharge the Basin pursuant to the Physical Solution, either
15 directly by percolating the water into the Basin or indirectly
16 by delivering the water for use in lieu of production and use
17 of safe yield or Operating Safe Yield.

18 (w) Responsible Party -- The owner, co-owner, lessee or
19 other person designated by multiple parties interested in a
20 well as the person responsible for purposes of filing reports
21 hereunder.

22 (x) Safe Yield -- The long-term average annual quantity
23 of ground water (excluding replenishment or stored water but
24 including return flow to the Basin from use of replenishment
25 or stored water) which can be produced from the Basin under
26 cultural conditions of a particular year without causing an
27 undesirable result.

28 (y) SBVMWD -- San Bernardino Valley Municipal Water

1 District.

2 (z) State Water -- Supplemental Water imported through
3 the State Water Resources Development System, pursuant to
4 Chapter 8, Division 6, Part 6 of the Water Code.

5 (aa) Stored Water -- Supplemental water held in storage,
6 as a result of direct spreading, in lieu delivery, or other-
7 wise, for subsequent withdrawal and use pursuant to agreement
8 with Watermaster.

9 (bb) Supplemental Water -- Includes both water imported
10 to Chino Basin from outside Chino Basin Watershed, and re-
11 claimed water.

12 (cc) WMWD -- Defendant Western Municipal Water District
13 of Riverside County.

14 5. List of Exhibits. The following exhibits are attached to
15 this Judgment and made a part hereof:

16 "A" -- "Location Map of Chino Basin" showing boundaries
17 of Chino Basin Municipal Water District, and other geographic
18 and political features.

19 "B" -- "Hydrologic Map of Chino Basin" showing hydrologic
20 features of Chino Basin.

21 "C" -- Table Showing Parties in Overlying (Agricultural)
22 Pool.

23 "D" -- Table Showing Parties in Overlying (Non-
24 agricultural Pool and Their Rights.

25 "E" -- Table Showing Appropriators and Their Rights.

26 "F" -- Overlying (Agricultural) Pool Pooling Plan.

27 "G" -- Overlying (Non-agricultural) Pool Pooling Plan.

28 "H" -- Appropriative Pool Pooling Plan.

1 "I" -- Engineering Appendix.

2 "J" -- Map of In Lieu Area No. 1.

3 "K" -- Legal Description of Chino Basin.

4
5 II. DECLARATION OF RIGHTS

6 A. HYDROLOGY

7 6. Safe Yield. The Safe Yield of Chino Basin is 140,000 acre
8 feet per year.

9 7. Overdraft and Prescriptive Circumstances. In each year
10 for a period in excess of five years prior to filing of the First
11 Amended Complaint herein, the Safe Yield of the Basin has been
12 exceeded by the annual production therefrom, and Chino Basin is and
13 has been for more than five years in a continuous state of over-
14 draft. The production constituting said overdraft has been open,
15 notorious, continuous, adverse, hostile and under claim of right.
16 The circumstances of said overdraft have given notice to all
17 parties of the adverse nature of such aggregate over-production.

18 B. WATER RIGHTS IN SAFE YIELD

19 8. Overlying Rights. The parties listed in Exhibits "C" and
20 "D" are the owners or in possession of lands which overlie Chino
21 Basin. As such, said parties have exercised overlying water
22 rights in Chino Basin. All overlying rights owned or exercised by
23 parties listed in Exhibits "C" and "D" have, in the aggregate, been
24 limited by prescription except to the extent such rights have been
25 preserved by self-help by said parties. Aggregate preserved
26 overlying rights in the Safe Yield for agricultural pool use,
27 including the rights of the State of California, total 82,800 acre
28 feet per year. Overlying rights for non-agricultural pool use

1 total 7,366 acre feet per year and are individually decreed for
2 each affected party in Exhibit "D". No portion of the Safe Yield
3 of Chino Basin exists to satisfy unexercised overlying rights, and
4 such rights have all been lost by prescription. However, uses may
5 be made of Basin Water on overlying lands which have no preserved
6 overlying rights pursuant to the Physical Solution herein. All
7 overlying rights are appurtenant to the land and cannot be assigned
8 or conveyed separate or apart therefrom.

9 9. Appropriative Rights. The parties listed in Exhibit "E"
10 are the owners of appropriative rights, including rights by pres-
11 cription, in the unadjusted amounts therein set forth, and by
12 reason thereof are entitled under the Physical Solution to share in
13 the remaining Safe Yield, after satisfaction of overlying rights
14 and rights of the State of California, and in the Operating Safe
15 Yield in Chino Basin, in the annual shares set forth in Exhibit
16 "E".

17 (a) Loss of Priorities. By reason of the long continued
18 overdraft in Chino Basin, and in light of the complexity of
19 determining appropriative priorities and the need for con-
20 serving and making maximum beneficial use of the water re-
21 sources of the State, each and all of the parties listed in
22 Exhibit "E" are estopped and barred from asserting special
23 priorities or preferences, inter se. All of said appropri-
24 ative rights are accordingly deemed and considered of equal
25 priority.

26 (b) Nature and Quantity. All rights listed in Exhibit
27 "E" are appropriative and prescriptive in nature. By reason
28 of the status of the parties, and the provisions of Section

1 1007 of the Civil Code, said rights are immune from reduction
2 or limitation by prescription.

3 10. Rights of the State of California. The State of
4 California, by and through its Department of Corrections, Youth
5 Authority and Department of Fish and Game, is a significant pro-
6 ducer of ground water from and the State is the largest owner of
7 land overlying Chino Basin. The precise nature and scope of the
8 claims and rights of the State need not be, and are not, defined
9 herein. The State, through said departments, has accepted the
10 Physical Solution herein decreed, in the interests of implementing
11 the mandate of Section 2 of Article X of the California Constitu-
12 tion. For all purposes of this Judgment, all future production by
13 the State or its departments or agencies for overlying use on
14 State-owned lands shall be considered as agricultural pool use.

15 C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

16 11. Available Ground Water Storage Capacity. There exists in
17 Chino Basin a substantial amount of available ground water storage
18 capacity which is not utilized for storage or regulation of Basin
19 Waters. Said reservoir capacity can appropriately be utilized for
20 storage and conjunctive use of supplemental water with Basin
21 Waters. It is essential that said reservoir capacity utilization
22 for storage and conjunctive use of supplemental water be undertaken
23 only under Watermaster control and regulation, in order to protect
24 the integrity of both such Stored Water and Basin Water in storage
25 and the Safe Yield of Chino Basin.

26 12. Utilization of Available Ground Water Capacity. Any
27 person or public entity, whether a party to this action or not, may
28 make reasonable beneficial use of the available ground water

1 storage capacity of Chino Basin for storage of supplemental water;
2 provided that no such use shall be made except pursuant to written
3 agreement with Watermaster, as authorized by Paragraph 28. In the
4 allocation of such storage capacity, the needs and requirements of
5 lands overlying Chino Basin and the owners of rights in the Safe
6 Yield or Operating Safe Yield of the Basin shall have priority and
7 preference over storage for export.

8
9 III. INJUNCTION

10 13. Injunction Against Unauthorized Production of Basin
11 Water. Each party in each of the respective pools is enjoined, as
12 follows:

13 (a) Overlying (Agricultural) Pool. Each party in the
14 Overlying (Agricultural) Pool, its officers, agents, employees,
15 successors and assigns, is and they each are ENJOINED AND
16 RESTRAINED from producing ground water from Chino Basin in any
17 year hereafter in excess of such party's correlative share of
18 the aggregate of 82,800 acre feet allocated to said Pool,
19 except pursuant to the Physical Solution or a storage water
20 agreement.

21 (b) Overlying (Non-Agricultural) Pool. Each party in
22 the Overlying (Non-agricultural) Pool, its officers, agents,
23 employees, successors and assigns, is and they each are
24 ENJOINED AND RESTRAINED from producing ground water of Chino
25 Basin in any year hereafter in excess of such party's decreed
26 rights in the Safe Yield, except pursuant to the provisions of
27 the Physical Solution or a storage water agreement.

28 (c) Appropriative Pool. Each party in the

1 (c) The determination of specific quantitative rights
2 and shares in the declared Safe Yield or Operating Safe Yield
3 herein declared in Exhibits "D" and "E"; and

4 (d) The amendment or modification of Paragraphs 7(a) and
5 (b) of Exhibit "H", during the first ten (10) years of oper-
6 ation of the Physical Solution, and thereafter only upon
7 affirmative recommendation of at least 67% of the voting power
8 (determined pursuant to the formula described in Paragraph 3
9 of Exhibit "H"), but not less than one-third of the members
10 of the Appropriative Pool Committee representatives of parties
11 who produce water within CBMWD or WMWD; after said tenth year
12 the formula set forth in said Paragraph 7(a) and 7(b) of
13 Exhibit "H" for payment of the costs of replenishment water
14 may be changed to 100% gross or net, or any percentage split
15 thereof, but only in response to recommendation to the Court
16 by affirmative vote of at least 67% of said voting power of
17 the Appropriative Pool representatives of parties who produce
18 ground water within CBMWD or WMWD, but not less than one-third
19 of their number. In such event, the Court shall act in con-
20 formance with such recommendation unless there are compelling
21 reasons to the contrary; and provided, further, that the fact
22 that the allocation of Safe Yield or Operating Safe Yield
23 shares may be rendered moot by a recommended change in the
24 formula for replenishment assessments shall not be deemed to
25 be such a "compelling reason."

26 Said continuing jurisdiction is provided for the purpose of en-
27 abling the Court, upon application of any party, the Watermaster,
28 the Advisory Committee or any Pool Committee, by motion and, upon

1 at least 30 days' notice thereof, and after hearing thereon, to
2 make such further or supplemental orders or directions as may be
3 necessary or appropriate for interpretation, enforcement or carry-
4 ing out of this Judgment, and to modify, amend or amplify any of
5 the provisions of this Judgment.

6
7 V. WATERMASTER

8 A. APPOINTMENT

9 16. Watermaster Appointment. CBMWD, acting by and through a
10 majority of its board of directors, is hereby appointed Water-
11 master, to administer and enforce the provisions of this Judgment
12 and any subsequent instructions or orders of the Court hereunder.
13 The term of appointment of Watermaster shall be for five (5) years.
14 The Court will by subsequent orders provide for successive terms or
15 for a successor Watermaster. Watermaster may be changed at any
16 time by subsequent order of the Court, on its own motion, or on the
17 motion of any party after notice and hearing. Unless there are
18 compelling reasons to the contrary, the Court shall act in con-
19 formance with a motion requesting the Watermaster be changed if
20 such motion is supported by a majority of the voting power of the
21 Advisory Committee.

22 B. POWERS AND DUTIES

23 17. Powers and Duties. Subject to the continuing supervision
24 and control of the Court, Watermaster shall have and may exercise
25 the express powers, and shall perform the duties, as provided in
26 this Judgment or hereafter ordered or authorized by the Court in
27 the exercise of the Court's continuing jurisdiction.

28 18. Rules and Regulations. Upon recommendation by the

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1 Advisory Committee, Watermaster shall make and adopt, after public
2 hearing, appropriate rules and regulations for conduct of Water-
3 master affairs, including meeting schedules and procedures, and
4 compensation of members of Watermaster at not to exceed \$25 per
5 member per meeting, or \$300 per member per year, whichever is less,
6 plus reasonable expenses related to activities within the Basin.
7 Thereafter, Watermaster may amend said rules from time to time upon
8 recommendation, or with approval of the Advisory Committee after
9 hearing noticed to all active parties. A copy of said rules and
10 regulations, and of any amendments thereof, shall be mailed to each
11 active party.

12 19. Acquisition of Facilities. Watermaster may purchase,
13 lease, acquire and hold all necessary facilities and equipment;
14 provided, that it is not the intent of the Court that Watermaster
15 acquire any interest in real property or substantial capital
16 assets.

17 20. Employment of Experts and Agents. Watermaster may
18 employ or retain such administrative, engineering, geologic,
19 accounting, legal or other specialized personnel and consultants as
20 may be deemed appropriate in the carrying out of its powers and
21 shall require appropriate bonds from all officers and employees
22 handling Watermaster funds. Watermaster shall maintain records for
23 purposes of allocation of costs of such services as well as of all
24 other expenses of Watermaster administration as between the several
25 pools established by the Physical Solution.

26 21. Measuring Devices. Watermaster shall cause parties,
27 pursuant to uniform rules, to install and maintain in good opera-
28 ting condition, at the cost of each party, such necessary measuring

1 devices or meters as Watermaster may deem appropriate. Such
2 measuring devices shall be inspected and tested as deemed necessary
3 by Watermaster, and the cost thereof shall constitute an expense of
4 Watermaster.

5 22. Assessments. Watermaster is empowered to levy and
6 collect all assessments provided for in the pooling plans and
7 Physical Solution.

8 23. Investment of Funds. Watermaster may hold and invest any
9 and all Watermaster funds in investments authorized from time to
10 time for public agencies of the State of California.

11 24. Borrowing. Watermaster may borrow from time to time
12 amounts not exceeding the annual anticipated receipts of Water-
13 master during such year.

14 25. Contracts. Watermaster may enter into contracts for the
15 performance of any powers herein granted; provided, however, that
16 Watermaster may not contract with or purchase materials, supplies
17 or services from CBMWD, except upon the prior recommendation and
18 approval of the Advisory Committee and pursuant to written order of
19 the Court.

20 26. Cooperation With Other Agencies. Subject to prior
21 recommendation or approval of the Advisory Committee, Watermaster
22 may act jointly or cooperate with agencies of the United States and
23 the State of California or any political subdivisions, munici-
24 palities or districts or any person to the end that the purpose of
25 the Physical Solution may be fully and economically carried out.

26 27. Studies. Watermaster may, with concurrence of the
27 Advisory Committee or affected Pool Committee and in accordance
28 with Paragraph 54(b), undertake relevant studies of hydrologic

1 conditions, both quantitative and qualitative, and operating
2 aspects of implementation of the management program for Chino
3 Basin.

4 28. Ground Water Storage Agreements. Watermaster shall
5 adopt, with the approval of the Advisory Committee, uniformly
6 applicable rules and a standard form of agreement for storage of
7 supplemental water, pursuant to criteria therefor set forth in
8 Exhibit "I". Upon appropriate application by any person, Water-
9 master shall enter into such a storage agreement; provided that all
10 such storage agreements shall first be approved by written order of
11 the Court, and shall by their terms preclude operations which will
12 have a substantial adverse impact on other producers.

13 29. Accounting for Stored Water. Watermaster shall calculate
14 additions, extractions and losses and maintain an annual account of
15 all Stored Water in Chino Basin, and any losses of water supplies
16 or Safe Yield of Chino Basin resulting from such Stored Water.

17 30. Annual Administrative Budget. Watermaster shall submit
18 to Advisory Committee an administrative budget and recommendation
19 for each fiscal year on or before March 1. The Advisory Committee
20 shall review and submit said budget and their recommendations to
21 Watermaster on or before April 1, following. Watermaster shall
22 hold a public hearing on said budget at its April quarterly meeting
23 and adopt the annual administrative budget which shall include the
24 administrative items for each pool committee. The administrative
25 budget shall set forth budgeted items in sufficient detail as
26 necessary to make a proper allocation of the expense among the
27 several pools, together with Watermaster's proposed allocation.
28 The budget shall contain such additional comparative information

1 or explanation as the Advisory Committee may recommend from time
2 to time. Expenditures within budgeted items may thereafter be
3 made by Watermaster in the exercise of powers herein granted, as a
4 matter of course. Any budget transfer in excess of 20% of a
5 budget category during any budget year or modification of such
6 administrative budget during any year shall be first submitted to
7 the Advisory Committee for review and recommendation.

8 31. Review Procedures. All actions, decisions or rules of
9 Watermaster shall be subject to review by the Court on its own
10 motion or on timely motion by any party, the Watermaster (in the
11 case of a mandated action), the Advisory Committee, or any Pool
12 Committee, as follows:

13 (a) Effective Date of Watermaster Action. Any action,
14 decision or rule of Watermaster shall be deemed to have
15 occurred or been enacted on the date on which written
16 notice thereof is mailed. Mailing of copies of approved
17 Watermaster minutes to the active parties shall constitute
18 such notice to all parties.

19 (b) Noticed Motion. Any party, the Watermaster (as
20 to any mandated action), the Advisory Committee, or any
21 Pool Committee may, by a regularly noticed motion, apply
22 to the Court for review of any Watermaster's action,
23 decision or rule. Notice of such motion shall be served
24 personally or mailed to Watermaster and to all active
25 parties. Unless otherwise ordered by the Court, such
26 motion shall not operate to stay the effect of such
27 Watermaster action, decision or rule.
28

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1 (c) Time for Motion. Notice of motion to review any
2 Watermaster action, decision or rule shall be served and filed
3 within ninety (90) days after such Watermaster action, de-
4 cision or rule, except for budget actions, in which event said
5 notice period shall be sixty (60) days.

6 (d) De Novo Nature of Proceedings. Upon the filing of
7 any such motion, the Court shall require the moving party to
8 notify the active parties, the Watermaster, the Advisory
9 Committee and each Pool Committee, of a date for taking
10 evidence and argument, and on the date so designated shall
11 review de novo the question at issue. Watermaster's findings
12 or decision, if any, may be received in evidence at said
13 hearing, but shall not constitute presumptive or prima facie
14 proof of any fact in issue.

15 (e) Decision. The decision of the Court in such proceed-
16 ing shall be an appealable supplemental order in this case.
17 When the same is final, it shall be binding upon the Water-
18 master and all parties.

19 C. ADVISORY AND POOL COMMITTEES

20 32. Authorization. Watermaster is authorized and directed to
21 cause committees of producer representatives to be organized to
22 act as Pool Committees for each of the several pools created under
23 the Physical Solution. Said Pool Committees shall, in turn,
24 jointly form an Advisory Committee to assist Watermaster in per-
25 formance of its functions under this judgment. Pool Committees
26 shall be composed as specified in the respective pooling plans, and
27 the Advisory Committee shall be composed of not to exceed ten (10)
28 voting representatives from each pool, as designated by the

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1 respective Pool Committee. WMWD, PVMWD and SBVMWD shall each be
2 entitled to one non-voting representative on said Advisory Com-
3 mittee.

4 33. Term and Vacancies. Members of any Pool Committee, shall
5 serve for the term, and vacancies shall be filled, as specified in
6 the respective pooling plan. Members of the Advisory Committee
7 shall serve at the will of their respective Pool Committee.

8 34. Voting Power. The voting power on each Pool Committee
9 shall be allocated as provided in the respective pooling plan. The
10 voting power on the Advisory Committee shall be one hundred (100)
11 votes allocated among the three pools in proportion to the total
12 assessments paid to Watermaster during the preceding year; pro-
13 vided, that the minimum voting power of each pool shall be

- 14 (a) Overlying (Agricultural) Pool 20,
15 (b) Overlying (Non-agricultural) Pool 5, and
16 (c) Appropriative Pool 20.

17 In the event any pool is reduced to its said minimum vote, the re-
18 maining votes shall be allocated between the remaining pools on
19 said basis of assessments paid to Watermaster by each such remain-
20 ing pool during the preceding year. The method of exercise of
21 each pool's voting power on the Advisory Committee shall be as
22 determined by the respective pool committees.

23 35. Quorum. A majority of the voting power of the Advisory
24 Committee or any Pool Committee shall constitute a quorum for the
25 transaction of affairs of such Advisory or Pool Committee; pro-
26 vided, that at least one representative of each Pool Committee
27 shall be required to constitute a quorum of the Advisory Committee.
28 No Pool Committee representative may purposely absent himself or

1 herself, without good cause, from an Advisory Committee meeting to
2 deprive it of a quorum. Action by affirmative vote of a majority
3 of the entire voting power of any Pool Committee or the Advisory
4 Committee shall constitute action by such committee. Any action or
5 recommendation of a Pool Committee or the Advisory Committee shall
6 be transmitted to Watermaster in writing, together with a report of
7 any dissenting vote or opinion.

8 36. Compensation. Pool or Advisory Committee members may
9 receive compensation, to be established by the respective pooling
10 plan, but not to exceed twenty-five dollars (\$25.00) for each
11 meeting of such Pool or Advisory Committee attended, and provided
12 that no member of a Pool or Advisory Committee shall receive
13 compensation of more than three hundred (\$300.00) dollars for
14 service on any such committee during any one year. All such com-
15 pensation shall be a part of Watermaster administrative expense.
16 No member of any Pool or Advisory Committee shall be employed by
17 Watermaster or compensated by Watermaster for professional or other
18 services rendered to such Pool or Advisory Committee or to Water-
19 master, other than the fee for attendance at meetings herein
20 provided, plus reimbursement of reasonable expenses related to
21 activities within the Basin.

22 37. Organization.

23 (a) Organizational Meeting. At its first meeting in
24 each year, each Pool Committee and the Advisory Committee
25 shall elect a chairperson and a vice chairperson from its
26 membership. It shall also select a secretary, a treasurer
27 and such assistant secretaries and treasurers as may be
28 appropriate, any of whom may, but need not, be members of

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1 such Pool or Advisory Committee.

2 (b) Regular Meetings. All Pool Committees and the
3 Advisory Committee shall hold regular meetings at a place and
4 time to be specified in the rules to be adopted by each Pool
5 and Advisory Committee. Notice of regular meetings of any
6 Pool or Advisory Committee, and of any change in time or
7 place thereof, shall be mailed to all active parties in said
8 pool or pools.

9 (c) Special Meetings. Special meetings of any Pool or
10 Advisory Committee may be called at any time by the Chair-
11 person or by any three (3) members of such Pool or Advisory
12 Committee by delivering notice personally or by mail to each
13 member of such Pool or Advisory Committee and to each active
14 party at least 24 hours before the time of each such meeting
15 in the case of personal delivery, and 96 hours in the case of
16 mail. The calling notice shall specify the time and place of
17 the special meeting and the business to be transacted. No
18 other business shall be considered at such meeting.

19 (d) Minutes. Minutes of all Pool Committee, Advisory
20 Committee and Watermaster meetings shall be kept at Water-
21 master's offices. Copies thereof shall be mailed or otherwise
22 furnished to all active parties in the pool or pools con-
23 cerned. Said copies of minutes shall constitute notice of any
24 Pool or Advisory Committee action therein reported, and shall
25 be available for inspection by any party.

26 (e) Adjournments. Any meeting of any Pool or Advisory
27 Committee may be adjourned to a time and place specified in
28 the order of adjournment. Less than a quorum may so adjourn

1 from time to time. A copy of the order or notice of adjourn-
2 ment shall be conspicuously posted forthwith on or near the
3 door of the place where the meeting was held.

4 38. Powers and Functions. The powers and functions of the
5 respective Pool Committees and the Advisory Committee shall be as
6 follows:

7 (a) Pool Committees. Each Pool Committee shall have the
8 power and responsibility for developing policy recommendations
9 for administration of its particular pool, as created under
10 the Physical Solution. All actions and recommendations of any
11 Pool Committee which require Watermaster implementation shall
12 first be noticed to the other two pools. If no objection is
13 received in writing within thirty (30) days, such action or
14 recommendation shall be transmitted directly to Watermaster
15 for action. If any such objection is received, such action or
16 recommendation shall be reported to the Advisory Committee
17 before being transmitted to Watermaster.

18 (b) Advisory Committee. The Advisory Committee shall
19 have the duty to study, and the power to recommend, review
20 and act upon all discretionary determinations made or to be
21 made hereunder by Watermaster.

22 [1] Committee Initiative. When any recommendation
23 or advice of the Advisory Committee is received by
24 Watermaster, action consistent therewith may be taken by
25 Watermaster; provided, that any recommendation approved
26 by 80 votes or more in the Advisory Committee shall
27 constitute a mandate for action by Watermaster consistent
28 therewith. If Watermaster is unwilling or unable to act

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pursuant to recommendation or advice from the Advisory Committee (other than such mandatory recommendations), Watermaster shall hold a public hearing, which shall be followed by written findings and decision. Thereafter, Watermaster may act in accordance with said decision, whether consistent with or contrary to said Advisory Committee recommendation. Such action shall be subject to review by the Court, as in the case of all other Watermaster determinations.

[2] Committee Review. In the event Watermaster proposes to take any discretionary action, other than approval or disapproval of a Pool Committee action or recommendation properly transmitted, or execute any agreement not theretofore within the scope of an Advisory Committee recommendation, notice of such intended action shall be served on the Advisory Committee and its members at least thirty (30) days before the Watermaster meeting at which such action is finally authorized.

(c) Review of Watermaster Actions. Watermaster (as to mandated action), the Advisory Committee or any Pool Committee shall be entitled to employ counsel and expert assistance in the event Watermaster or such Pool or Advisory Committee seeks Court review of any Watermaster action or failure to act. The cost of such counsel and expert assistance shall be Watermaster expense to be allocated to the affected pool or pools.

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1 VI. PHYSICAL SOLUTION

2 A. GENERAL

3 39. Purpose and Objective. Pursuant to the mandate of
4 Section 2 of Article X of the California Constitution, the Court
5 hereby adopts and orders the parties to comply with a Physical
6 Solution. The purpose of these provisions is to establish a legal
7 and practical means for making the maximum reasonable beneficial
8 use of the waters of Chino Basin by providing the optimum economic,
9 long-term, conjunctive utilization of surface waters, ground waters
10 and supplemental water, to meet the requirements of water users
11 having rights in or dependent upon Chino Basin.

12 40. Need for Flexibility. It is essential that this Physical
13 Solution provide maximum flexibility and adaptability in order that
14 Watermaster and the Court may be free to use existing and future
15 technological, social, institutional and economic options, in order
16 to maximize beneficial use of the waters of Chino Basin. To that
17 end, the Court's retained jurisdiction will be utilized, where
18 appropriate, to supplement the discretion herein granted to the
19 Wastermaster.

20 41. Watermaster Control. Watermaster, with the advice of the
21 Advisory and Pool Committees, is granted discretionary powers in
22 order to develop an optimum basin management program for Chino
23 Basin, including both water quantity and quality considerations.
24 Withdrawals and supplemental water replenishment of Basin Water,
25 and the full utilization of the water resources of Chino Basin,
26 must be subject to procedures established by and administered
27 through Watermaster with the advice and assistance of the Advisory
28 and Pool Committees composed of the affected producers. Both the

1 quantity and quality of said water resources may thereby be pre-
2 served and the beneficial utilization of the Basin maximized.

3 42. General Pattern of Operations. It is contemplated that
4 the rights herein decreed will be divided into three (3) operating
5 pools for purposes of Watermaster administration. A fundamental
6 premise of the Physical Solution is that all water users dependent
7 upon Chino Basin will be allowed to pump sufficient waters from the
8 Basin to meet their requirements. To the extent that pumping
9 exceeds the share of the Safe Yield assigned to the Overlying
10 Pools, or the Operating Safe Yield in the case of the Appropriative
11 Pool, each pool will provide funds to enable Watermaster to replace
12 such overproduction. The method of assessment in each pool shall
13 be as set forth in the applicable pooling plan.

14 B. POOLING

15 43. Multiple Pools Established. There are hereby established
16 three (3) pools for Watermaster administration of, and for the
17 allocation of responsibility for, and payment of, costs of re-
18 plenishment water and other aspects of this Physical Solution.

19 (a) Overlying (Agricultural) Pool. The first pool shall
20 consist of the State of California and all overlying producers
21 who produce water for other than industrial or commercial
22 purposes. The initial members of the pool are listed in
23 Exhibit "C".

24 (b) Overlying (Non-agricultural) Pool. The second pool
25 shall consist of overlying producers who produce water for
26 industrial or commercial purposes. The initial members of
27 this pool are listed in Exhibit "D".

28 (c) Appropriative Pool. A third and separate pool shall

1 consist of owners of appropriative rights. The initial
2 members of the pool are listed in Exhibit "E".

3 Any party who changes the character of his use may, by sub-
4 sequent order of the Court, be reassigned to the proper pool; but
5 the allocation of Safe Yield under Paragraph 44 hereof shall not be
6 changed. Any non-party producer or any person who may hereafter
7 commence production of water from Chino Basin, and who may become a
8 party to this physical solution by intervention, shall be assigned
9 to the proper pool by the order of the Court authorizing such
10 intervention.

11 44. Determination and Allocation of Rights to Safe Yield of
12 Chino Basin. The declared Safe Yield of Chino Basin is hereby
13 allocated as follows:

14 <u>Pool</u>	15 <u>Allocation</u>
16 Overlying (Agricultural) Pool	17 414,000 acre feet in any five 18 (5) consecutive years.
19 Overlying (Non-agricultural) 20 Pool.	21 7,366 acre feet per year.
22 Appropriative Pool	23 49,834 acre feet per year.

24 The foregoing acre foot allocations to the overlying pools are
25 fixed. Any subsequent change in the Safe Yield shall be debited or
26 credited to the Appropriative Pool. Basin Water available to the
27 Appropriative Pool without replenishment obligation may vary from
28 year to year as the Operating Safe Yield is determined by Water-
master pursuant to the criteria set forth in Exhibit "I".

45. Annual Replenishment. Watermaster shall levy and collect
assessments in each year, pursuant to the respective pooling plans,
in amounts sufficient to purchase replenishment water to replace
production by any pool during the preceding year which exceeds that

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1 pool's allocated share of Safe Yield in the case of the overlying
2 pools, or Operating Safe Yield in the case of the Appropriative
3 Pool. It is anticipated that supplemental water for replenishment
4 of Chino Basin may be available at different rates to the various
5 pools to meet their replenishment obligations. If such is the
6 case, each pool will be assessed only that amount necessary for the
7 cost of replenishment water to that pool, at the rate available to
8 the pool, to meet its replenishment obligation.

9 46. Initial Pooling Plans. The initial pooling plans, which
10 are hereby adopted, are set forth in Exhibits "F", "G" and "H",
11 respectively. Unless and until modified by amendment of the
12 judgment pursuant to the Court's continuing jurisdiction, each
13 such plan shall control operation of the subject pool.

14 C. REPORTS AND ACCOUNTING

15 47. Production Reports. Each party or responsible party
16 shall file periodically with Watermaster, pursuant to Watermaster
17 rules, a report on a form to be prescribed by Watermaster showing
18 the total production of such party during the preceding reportage
19 period, and such additional information as Watermaster may require,
20 including any information specified by the affected Pool Com-
21 mittee.

22 48. Watermaster Reports and Accounting. Watermaster's
23 annual report, which shall be filed on or before November 15 of
24 each year and shall apply to the preceding year's operation, shall
25 contain details as to operation of each of the pools and a certi-
26 fied audit of all assessments and expenditures pursuant to this
27 Physical Solution and a review of Watermaster activities.

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D. REPLENISHMENT

1
2 49. Sources of Supplemental Water. Supplemental water may be
3 obtained by Watermaster from any available source. Watermaster
4 shall seek to obtain the best available quality of supplemental
5 water at the most reasonable cost for recharge in the Basin. To
6 the extent that costs of replenishment water may vary between
7 pools, each pool shall be liable only for the costs attributable to
8 its required replenishment. Available sources may include, but are
9 not limited to:

10 (a) Reclaimed Water. There exist a series of agreements
11 generally denominated the Regional Waste Water Agreements
12 between CBMWD and owners of the major municipal sewer systems
13 within the basin. Under those agreements, which are recog-
14 nized hereby but shall be unaffected and unimpaired by this
15 judgment, substantial quantities of reclaimed water may be
16 made available for replenishment purposes. There are addi-
17 tional sources of reclaimed water which are, or may become,
18 available to Watermaster for said purposes. Maximum benefi-
19 cial use of reclaimed water shall be given high priority by
20 Watermaster.

21 (b) State Water. State water constitutes a major
22 available supply of supplemental water. In the case of State
23 Water, Watermaster purchases shall comply with the water
24 service provisions of the State's water service contracts.
25 More specifically, Watermaster shall purchase State Water from
26 MWD for replenishment of excess production within CBMWD, WMWD
27 and PVMWD, and from SBVMWD to replenish excess production
28 within SBVMWD's boundaries in Chino Basin, except to the

1 extent that MWD and SBVMWD give their consent as required by
2 such State water service contracts.

3 (c) Local Import. There exist facilities and methods
4 for importation of surface and ground water supplies from
5 adjacent basins and watersheds.

6 (d) Colorado River Supplies. MWD has water supplies
7 available from its Colorado River Aqueduct.

8 50. Methods of Replenishment. Watermaster may accomplish
9 replenishment of overproduction from the Basin by any reasonable
10 method, including:

11 (a) Spreading and percolation or Injection of water in
12 existing or new facilities, subject to the provisions of
13 Paragraphs 19, 25 and 26 hereof.

14 (b) In Lieu Procedures. Watermaster may make, or cause
15 to be made, deliveries of water for direct surface use, in
16 lieu of ground water production.

17 E. REVENUES

18 51. Production Assessment. Production assessments, on what-
19 ever basis, may be levied by Watermaster pursuant to the pooling
20 plan adopted for the applicable pool.

21 52. Minimal Producers. Minimal Producers shall be exempted
22 from payment of production assessments, upon filing of production
23 reports as provided in Paragraph 47 of this Judgment, and payment
24 of an annual five dollar (\$5.00) administrative fee as specified by
25 Watermaster rules.

26 53. Assessment Proceeds -- Purposes. Watermaster shall have
27 the power to levy assessments against the parties (other than
28 minimal pumpers) based upon production during the preceding period

1 of assessable production, whether quarterly, semi-annually or
2 annually, as may be determined most practical by Watermaster or the
3 affected Pool Committee.

4 54. Administrative Expenses. The expenses of administration
5 of this Physical Solution shall be categorized as either (a) gen-
6 eral Watermaster administrative expense, or (b) special project
7 expense.

8 (a) General Watermaster Administrative Expense shall
9 include office rental, general personnel expense, supplies and
10 office equipment, and related incidental expense and general
11 overhead.

12 (b) Special Project Expense shall consist of special
13 engineering, economic or other studies, litigation expense,
14 meter testing or other major operating expenses. Each such
15 project shall be assigned a Task Order number and shall be
16 separately budgeted and accounted for.

17 General Watermaster administrative expense shall be allocated
18 and assessed against the respective pools based upon allocations
19 made by the Watermaster, who shall make such allocations based upon
20 generally accepted cost accounting methods. Special Project
21 Expense shall be allocated to a specific pool, or any portion there-
22 of, only upon the basis of prior express assent and finding of
23 benefit by the Pool Committee, or pursuant to written order of the
24 Court.

25 55. Assessments -- Procedure. Assessments herein provided
26 for shall be levied and collected as follows:

27 (a) Notice of Assessment. Watermaster shall give
28 written notice of all applicable assessments to each party on

1 or before ninety (90) days after the end of the production
2 period to which such assessment is applicable.

3 (b) Payment. Each assessment shall be payable on or
4 before thirty (30) days after notice, and shall be the ob-
5 ligation of the party or successor owning the water production
6 facility at the time written notice of assessment is given,
7 unless prior arrangement for payment by others has been made
8 in writing and filed with Watermaster.

9 (c) Delinquency. Any delinquent assessment shall bear
10 interest at 10% per annum (or such greater rate as shall equal
11 the average current cost of borrowed funds to the Watermaster)
12 from the due date thereof. Such delinquent assessment and
13 interest may be collected in a show-cause proceeding herein
14 instituted by the Watermaster, in which case the Court may
15 allow Watermaster its reasonable costs of collection, includ-
16 ing attorney's fees.

17 56. Accumulation of Replenishment Water Assessment Proceeds.

18 In order to minimize fluctuation in assessment and to give Water-
19 master flexibility in purchase and spreading of replenishment
20 water, Watermaster may make reasonable accumulations of replen-
21 ishment water assessment proceeds. Interest earned on such re-
22 tained funds shall be added to the account of the pool from which
23 the funds were collected and shall be applied only to the purchase
24 of replenishment water.

25 57. Effective Date. The effective date for accounting and
26 operation under this Physical Solution shall be July 1, 1977, and
27 the first production assessments hereunder shall be due after July
28 1, 1978. Watermaster shall, however, require installation of

1 meters or measuring devices and establish operating procedures
2 immediately, and the costs of such Watermaster activity (not
3 including the cost of such meters and measuring devices) may be
4 recovered in the first administrative assessment in 1978.

6 VII. MISCELLANEOUS PROVISIONS

7 58. Designation of Address for Notice and Service. Each
8 party shall designate the name and address to be used for purposes
9 of all subsequent notices and service herein, either by its en-
10 dorsement on the Stipulation for Judgment or by a separate desig-
11 nation to be filed within thirty (30) days after Judgment has been
12 served. Said designation may be changed from time to time by
13 filing a written notice of such change with the Watermaster. Any
14 party desiring to be relieved of receiving notices of Watermaster
15 or committee activity may file a waiver of notice on a form to be
16 provided by Watermaster. Thereafter such party shall be removed
17 from the Active Party list. Watermaster shall maintain at all
18 times a current list of active parties and their addresses for
19 purposes of service. Watermaster shall also maintain a full
20 current list of names and addresses of all parties or their suc-
21 cessors, as filed herein. Copies of such lists shall be available,
22 without cost, to any party, the Advisory Committee or any Pool
23 Committee upon written request therefor.

24 59. Service of Documents. Delivery to or service upon any
25 party or active party by the Watermaster, by any other party, or by
26 the Court, of any item required to be served upon or delivered to
27 such party or active party under or pursuant to the Judgment shall
28 be made personally or by deposit in the United States mail, first

1 class, postage prepaid, addressed to the designee and at the
2 address in the latest designation filed by such party or active
3 party.

4 60. Intervention After Judgment. Any non-party assignee of
5 the adjudicated appropriative rights of any appropriator, or any
6 other person newly proposing to produce water from Chino Basin, may
7 become a party to this judgment upon filing a petition in inter-
8 vention. Said intervention must be confirmed by order of this
9 Court. Such intervenor shall thereafter be a party bound by this
10 judgment and entitled to the rights and privileges accorded under
11 the Physical Solution herein, through the pool to which the Court
12 shall assign such intervenor.

13 61. Loss of Rights. Loss, whether by abandonment, forfeiture
14 or otherwise, of any right herein adjudicated shall be accomplished
15 only (1) by a written election by the owner of the right filed with
16 Watermaster, or (2) by order of the Court upon noticed motion and
17 after hearing.

18 62. Scope of Judgment. Nothing in this Judgment shall be
19 deemed to preclude or limit any party in the assertion against a
20 neighboring party of any cause of action now existing or hereafter
21 arising based upon injury, damage or depletion of water supply
22 available to such party, proximately caused by nearby pumping which
23 constitutes an unreasonable interference with such complaining
24 party's ability to extract ground water.

25 63. Judgment Binding on Successors. This Judgment and all
26 provisions thereof are applicable to and binding upon not only the
27 parties to this action, but also upon their respective heirs,
28 executors, administrators, successors, assigns, lessees and

1 licensees and upon the agents, employees and attorneys in fact of
2 all such persons.

3 64. Costs. No party shall recover any costs in this pro-
4 ceeding from any other party.

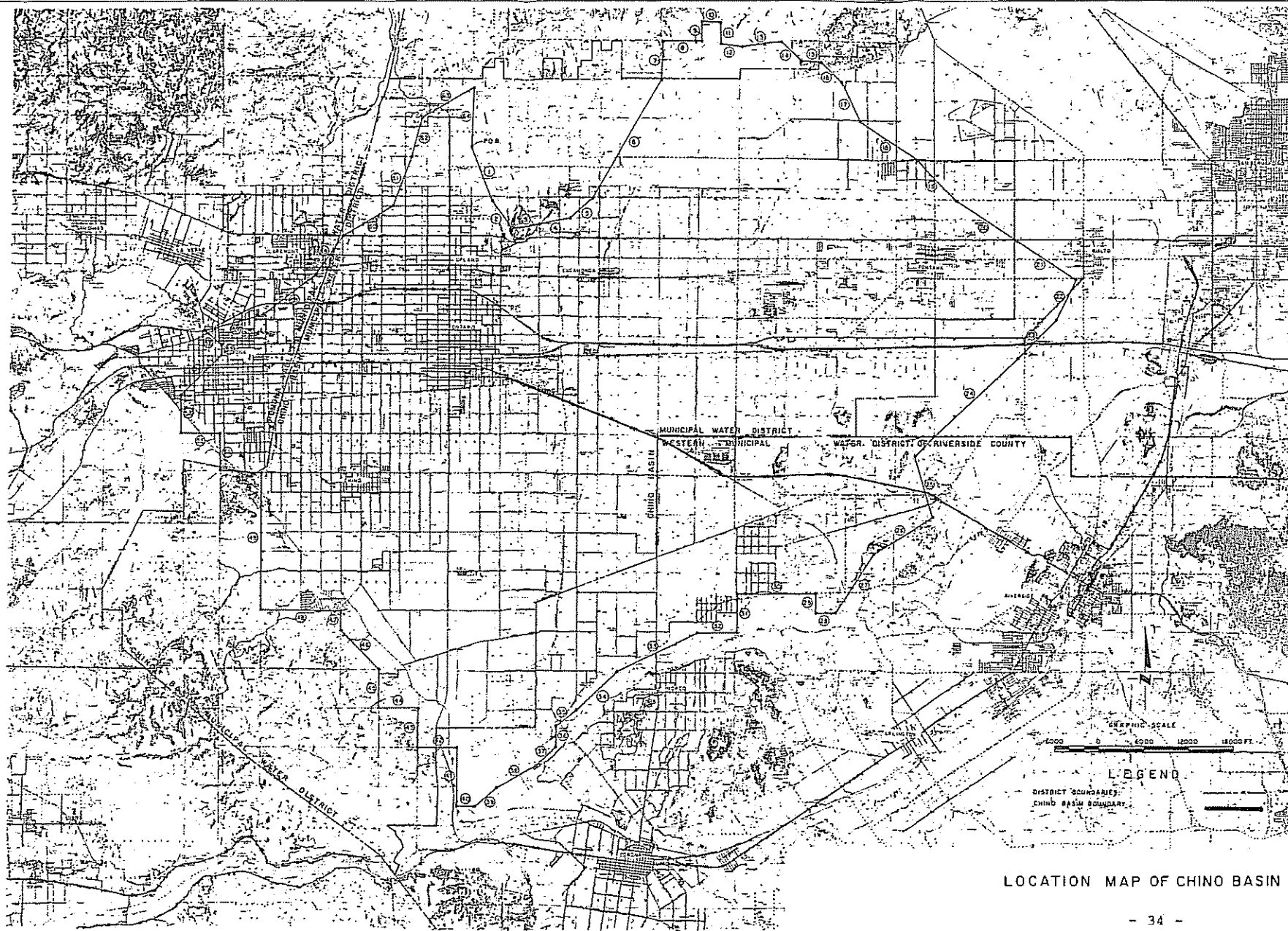
5 Dated: JAN 27 1978.

6
7 Arnold B. Weiss

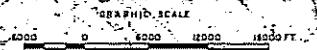
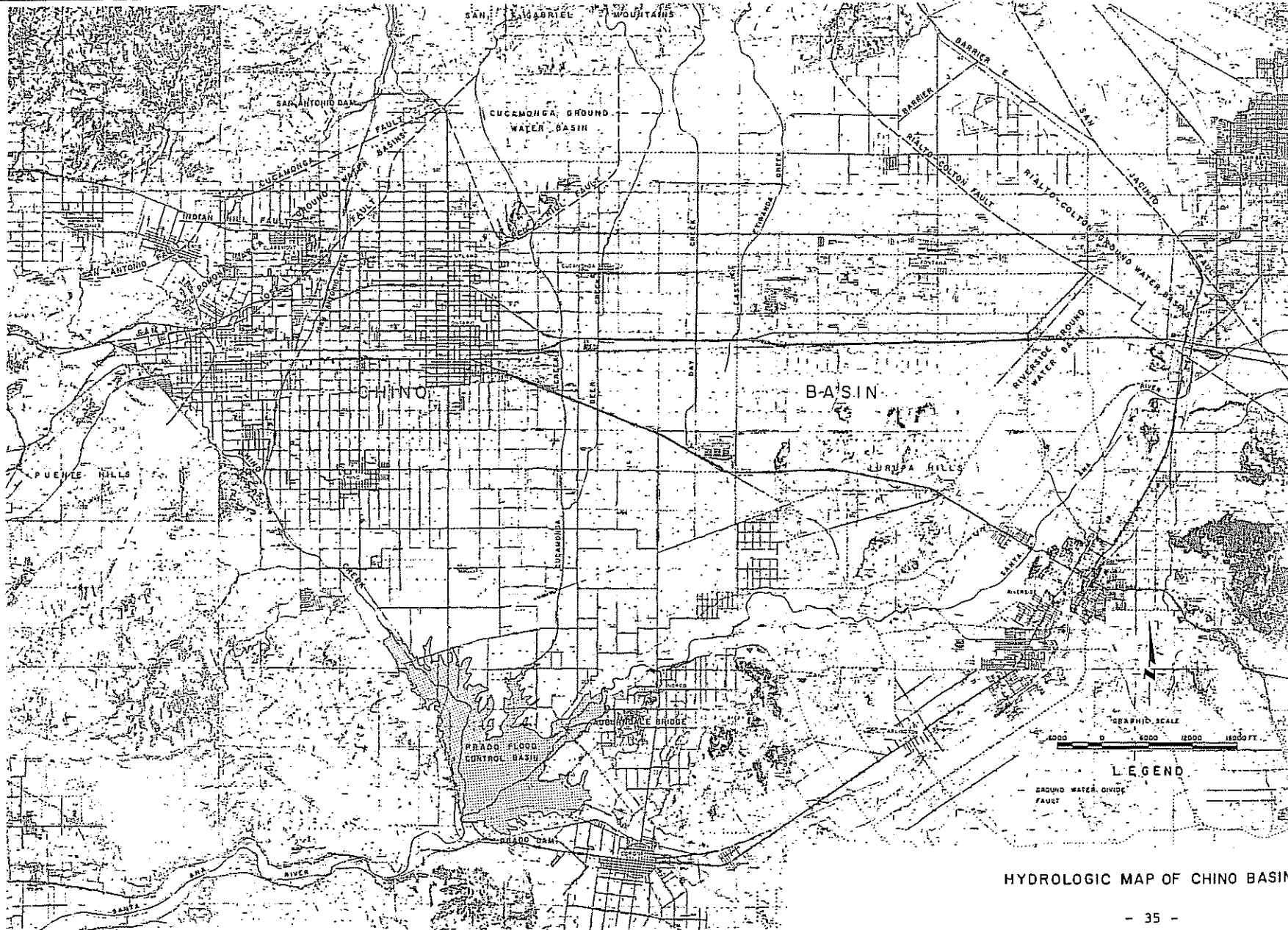
Judge

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LOCATION MAP OF CHINO BASIN



LEGEND

- GROUND WATER DIVIDE
- - - FAULT

HYDROLOGIC MAP OF CHINO BASIN

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	STATE OF CALIFORNIA	Aphessetche, Xavier
2	COUNTY OF SAN BERNARDINO	Arena Mutual Water Assn.
3	Abacherli Dairy, Inc.	Armstrong Nurseries, Inc.
4	Abacherli, Frank	Arretche, Frank
5	Abacherli, Shirley	Arretche, Jean Pierre
6	Abbona, Anna	Arvidson, Clarence F.
7	Abbona, James	Arvidson, Florence
8	Abbona, Jim	Ashley, George W.
9	Abbona, Mary	Ashley, Pearl E.
10	Agliani, Amelia H.	Atlas Farms
11	Agman, Inc.	Atlas Ornamental Iron Works, Inc.
12	Aguerre, Louis B.	Aukeman, Carol
13	Ahmanson Trust Co.	Aukeman, Lewis
14	Akiyama, Shizuye	Ayers, Kenneth C., aka
15	Akiyama, Tomoo	Kelley Ayers
16	Akkerman, Dave	Bachoc, Raymond
17	Albers, J. N.	Baldwin, Edgar A.
18	Albers, Nellie	Baldwin, Lester
19	Alewyn, Jake J.	Banbury, Carolyn
20	Alewyn, Normalee	Bangma Dairy
21	Alger, Mary D.	Bangma, Arthur
22	Alger, Raymond	Bangma, Ida
23	Allen, Ben F.	Bangma, Martin
24	Allen, Jane F.	Bangma, Sam
25	Alta-Dena Dairy	Barba, Anthony B.
26	Anderson Farms	Barba, Frank
27	Anguiano, Sarah L. S.	Barcellos, Joseph
28	Anker, Gus	Barnhill, Maurine W.

EXHIBIT "C"

1	Barnhill, Paul	Boersma, Angie
2	Bartel, Dale	Boersma, Berdina
3	Bartel, Ursula	Boersma, Frank
4	Bartel, Willard	Boersma, Harry
5	Barthelemy, Henry	Boersma, Paul
6	Barthelemy, Roland	Boersma, Sam
7	Bassler, Donald V., M.D.	Boersma, William L.
8	Bates, Lowell R.	Bohlender & Holmes, Inc.
9	Bates, Mildred L.	Bokma, Peter
10	Beahm, James W.	Bollema, Jacob
11	Beahm, Joan M.	Boonstoo, Edward
12	Bekendam, Hank	Bootsma, Jim
13	Bekendam, Pete	Borba, Dolene
14	Bello, Eugene	Borba, Dolores
15	Bello, Olga	Borba, Emily
16	Beltman, Evelyn	Borba, George
17	Beltman, Tony	Borba, John
18	Bergquist Properties, Inc.	Borba, John & Sons
19	Bevacqua, Joel A.	Borba, John Jr.
20	Bevacqua, Marie B.	Borba, Joseph A.
21	Bidart, Bernard	Borba, Karen E.
22	Bidart, Michael J.	Borba, Karen M.
23	Binnell, Wesley	Borba, Pete, Estate of
24	Black, Patricia E.	Borba, Ricci
25	Black, Victor	Borba, Steve
26	Bodger, John & Sons Co.	Borba, Tom
27	Boer, Adrian	Bordisso, Alleck
28	Boersma and Wind Dairy	Borges, Angelica M.

1	Borges, Bernadette	Bothof, Roger W.
2	Borges, John O.	Bouma, Cornie
3	Borges, Linda L.	Bouma, Emma
4	Borges, Manual Jr.	Bouma, Henry P.
5	Borges, Tony	Bouma, Martin
6	Bos, Aleid	Bouma, Peter G. & Sons Dairy
7	Bos, Gerrit	Bouma, Ted
8	Bos, John	Bouman, Helen
9	Bos, John	Bouman, Sam
10	Bos, Margaret	Bower, Mabel E.
11	Bos, Mary	Boys Republic
12	Bos, Mary Beth	Breedyk, Arie
13	Bos, Tony	Breedyk, Jessie
14	Bosch, Henrietta	Briano Brothers
15	Bosch, Peter T.	Briano, Albert
16	Boschma, Betty	Briano, Albert Trustee for
17	Boschma, Frank	Briano, Albert Frank
18	Boschma, Greta	Briano, Lena
19	Boschma, Henry	Brink, Russell N.
20	Bosma, Dick	Brinkerhoff, Margaret
21	Bosma, Florence G.	Brinkerhoff, Robert L.
22	Bosma, Gerrit	Britschgi, Florence
23	Bosma, Jacob J.	Britschgi, Magdalena Garetto
24	Bosma, Jeanette Thea	Britschgi, Walter P.
25	Bosman, Frank	Brommer, Marvin
26	Bosman, Nellie	Brookside Enterprizes, dba
27	Bosnyak, Goldie M.	Brookside Vineyard Co.
28	Bosnyak, Martin	Brothers Three Dairy

1	Brown, Eugene	Chino Corona Investment
2	Brun, Martha M.	Chino Water Co.
3	Brun, Peter Robert	Christensen, Leslie
4	Buma, Duke	Christensen, Richard G.
5	Buma, Martha	Christian, Ada R.
6	Bunse, Nancy	Christian, Harold F.
7	Bunse, Ronnie L.	Christy, Ella J.
8	Caballero, Bonnie L.	Christy, Ronald S.
9	Caballero, Richard F.	Cihigoyenette, Jean
10	Cable Airport Inc.	Cihigoyenette, Leona
11	Cadlini, Donald	Cihigoyenette, Martin
12	Cadlini, Jesse R.	Clarke, Arthur B.
13	Cadlini, Marie Edna	Clarke, Nancy L.
14	Cambio, Anna	Clarke, Phyllis J.
15	Cambio, Charles, Estate of	Coelho, Isabel
16	Cambio, William V.	Coelho, Joe A. Jr.
17	Cardoza, Florence	Collins, Howard E.
18	Cardoza, Olivi	Collins, Judith F.
19	Cardoza, Tony	Collinsworth, Ester L.
20	Carnesi, Tom	Collinsworth, John E.
21	Carver, Robt M., Trustee	Collinsworth, Shelby
22	Cauffman, John R.	Cone Estate (05-2-00648/649)
23	Chacon Bros.	Consolidated Freightways Corp.
24	Chacon, Elvera P.	of Delaware
25	Chacon, Joe M.	Corona Farms Co.
26	Chacon, Robert M.	Corra, Rose
27	Chacon, Virginia L.	Costa, Dimas S.
28	Chez, Joseph C.	Costa, Laura

1	Costa, Myrtle	De Boer, L. H.
2	Costamagna, Antonio	De Boer, Sidney
3	Costamagna, Joseph	De Bos, Andrew
4	Cousyn, Claus B.	De Graaf, Anna Mae
5	Cramer, Carole F.	De Graaf, Gerrit
6	Cramer, William R.	De Groot, Dick
7	Crossroads Auto Dismantlers, Inc.	De Groot, Dorothy
8	Crouse, Beatrice I.	De Groot, Ernest
9	Crouse, Roger	De Groot, Henrietta
10	Crowley, Juanita C.	De Groot, Jake
11	Crowley, Ralph	De Groot, Pete Jr.
12	Cucamonga Vintners	De Haan, Bernadena
13	D'Astici, Teresa	De Haan, Henry
14	Da Costa, Cecilia B.	De Hoog, Adriana
15	Da Costa, Joaquim F.	De Hoog, Joe
16	Daloisio, Norman	De Hoog, Martin
17	De Berard Bros.	De Hoog, Martin L.
18	De Berard, Arthur, Trustee	De Hoog, Mitch
19	De Berard, Charles	De Hoog, Tryntje
20	De Berard, Chas., Trustee	De Jager, Cobi
21	De Berard, Helan J.	De Jager, Edward D.
22	De Berard, Robert	De Jong Brothers Dairy
23	De Berard, Robert, Trustee	De Jong, Cornelis
24	De Bie, Adrian	De Jong, Cornelius
25	De Bie, Henry	De Jong, Grace
26	De Bie, Margaret M.	De Jong, Jake
27	De Bie, Marvin	De Jong, Lena
28	De Boer, Fred	De Leeuw, Alice

LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
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IRVINE, CALIFORNIA 92715
(714) 752-8971

1	De Leeuw, Sam	Dirkse, Catherine
2	De Soete, Agnes	Dirkse, Charles C.
3	De Soete, Andre	Dixon, Charles E.
4	De Vries, Abraham	Dixon, Geraldine A.
5	De Vries, Case	Doesberg, Hendrica
6	De Vries, Dick	Doesburg, Theodorus P.
7	De Vries, Evelyn	Dolan, Marion
8	De Vries, Henry, Estate of	Dolan, Michael H.
9	De Vries, Hermina	Dominguez, Helen
10	De Vries, Jack H.	Dominguez, Manual
11	De Vries, Jane	Donkers, Henry A.
12	De Vries, Janice	Donkers, Nellie G.
13	De Vries, John	Dotta Bros.
14	De Vries, John J.	Douma Brothers Dairy
15	De Vries, Neil	Douma, Betty A.
16	De Vries, Ruth	Douma, Fred A.
17	De Vries, Theresa	Douma, Hendrika
18	De Wit, Gladys	Douma, Herman G.
19	De Wit, Peter S.	Douma, Narleen J.
20	De Wyn, Evert	Douma, Phillip M.
21	De Zoete, Hattie V.	Dow Chemical Co.
22	De Zoete, Leo A.	Dragt, Rheta
23	Decker, Hallie	Dragt, William
24	Decker, Henry A.	Driftwood Dairy Farm
25	Demmer, Ernest	Droogh, Case
26	Di Carlo, Marie	Duhalde, Marian
27	Di Carlo, Victor	Duhalde, Lauren
28	Di Tommaso, Frank	Duits, Henrietta

1	Duits, John	Excelsior Farms F.D.I.C.
2	Dunlap, Edna Kraemer,	Fagundes, Frank M.
3	Estate of	Fagundes, Mary
4	Durrington, Glen	Fernandes, Joseph Jr.
5	Durrington, William F.	Fernandes, Velma C.
6	Dusi, John, Sr.	Ferraro, Ann
7	Dykstra, Dick	Ferreira, Frank J.
8	Dykstra, John	Ferreira, Joe C. Jr.
9	Dykstra, John & Sons	Ferreira, Narcie
10	Dykstra, Wilma	Filippi, J. Vintage Co.
11	Dyt, Cor	Filippi, Joseph
12	Dyt, Johanna	Filippi, Joseph A.
13	E and S Grape Growers	Filippi, Mary E.
14	Eaton, Thomas, Estate of	Fitzgerald, John R.
15	Echeverria, Juan	Flameling Dairy Inc.
16	Echeverria, Carlos	Flamingo Dairy
17	Echeverria, Pablo	Foss, Douglas E.
18	Eilers, E. Myrle	Foss, Gerald R.
19	Eilers, Henry W.	Foss, Russel
20	El Prado Golf Course	Fred & John Troost No. 1 Inc.
21	Ellsworth, Rex C.	Fred & Maynard Troost No. 2 Inc.
22	Engelsma, Jake	Freitas, Beatriz
23	Engelsma, Susan	Freitas, Tony T.
24	Escojeda, Henry	Gakle, Louis L.
25	Etiwanda Grape Products Co.	Galleano Winery, Inc.
26	Euclid Ave. Investment One	Galleano, Bernard D.
27	Euclid Ave. Investment Four	Galleano, D.
28	Euclid Ave. Three Investment	Galleano, Mary M.

1	Garcia, Pete	Hansen, Raymond F.
2	Gardner, Leland V.	Hanson, Ardeth W.
3	Gardner, Lola M.	Harada, James T.
4	Garrett, Leonard E.	Harada, Violet A.
5	Garrett, Patricia T.	Haringa, Earl and Sons
6	Gastelluberry, Catherine	Haringa, Herman
7	Gastelluberry, Jean	Haringa, Rudy
8	Gilstrap, Glen E.	Haringa, William
9	Gilstrap, Marjorie J.	Harper, Cecilia de Mille
10	Godinho, John	Harrington, Winona
11	Godinho, June	Harrison, Jacqueline A.
12	Gonsalves, Evelyn	Hatanaka, Kenichi
13	Gonsalves, John	Heida, Annie
14	Gorzeman, Geraldine	Heida, Don
15	Gorzeman, Henry A.	Heida, Jim
16	Gorzeman, Joe	Heida, Sam
17	Govea, Julia	Helms, Addison D.
18	Goyenette, Albert	Helms, Irma A.
19	Grace, Caroline E.	Hermans, Alma I.
20	Grace, David J.	Hermans, Harry
21	Gravatt, Glenn W.	Hettinga, Arthur
22	Gravatt, Sally Mae	Hettinga, Ida
23	Greydanus Dairy, Inc.	Hettinga, Judy
24	Greydanus, Rena	Hettinga, Mary
25	Griffin Development Co.	Hettinga, Wilbur
26	Haagsma, Dave	Heublein, Inc., Grocery Products
27	Haagsma, John	Group
28	Hansen, Mary D.	Hibma, Catherine M.

1	Hibma, Sidney	Hohberg, Harold C.
2	Hicks, Kenneth I.	Hohberg, Harold W.
3	Hicks, Minnie M.	Holder, Arthur B.
4	Higgins Brick Co.	Holder, Dorothy F.
5	Highstreet, Alfred V.	Holmes, A. Lee
6	Highstreet, Evada V.	Holmes, Frances P.
7	Hilarides, Bertha as Trustee	Hoogeboom, Gertrude
8	Hilarides, Frank	Hoogeboom, Pete
9	Hilarides, John as Trustee	Hoogendam, John
10	Hindelang, Tillie	Hoogendam, Tena
11	Hindelang, William	Houssels, J. K. Thoroughbred Farm
12	Hobbs, Bonnie C.	
13	Hobbs, Charles W.	Hunt Industries
14	Hobbs, Hazel I.	Idsinga, Ann
15	Hobbs, Orlo M.	Idsinga, William W.
16	Hoekstra, Edward	Imbach Ranch, Inc.
17	Hoekstra, George	Imbach, Kenneth E.
18	Hoekstra, Grace	Imbach, Leonard K.
19	Hoekstra, Louie	Imbach, Oscar K.
20	Hofer, Paul B.	Imbach, Ruth M.
21	Hofer, Phillip F.	Indaburu, Jean
22	Hofstra, Marie	Indaburu, Marceline
23	Hogeboom, Jo Ann M.	Iseli, Kurt H.
24	Hogeboom, Maurice D.	Ito, Kow
25	Hogg, David V.	J & B Dairy Inc.
26	Hogg, Gene P.	Jaques, Johnny C. Jr.
27	Hogg, Warren G.	Jaques, Mary
28	Hohberg, Edith J.	Jaques, Mary Lou

1	Jay Em Bee Farms	Knevelbaard, John
2	Johnson Bro's Egg Ranches, Inc.	Knudsen, Ejnar
3	Johnston, Ellwood W.	Knudsen, Karen M.
4	Johnston, George F. Co.	Knudsen, Kenneth
5	Johnston, Judith H.	Knudson, Robert
6	Jones, Leonard P.	Knudson, Darlene
7	Jongsma & Sons Dairy	Koel, Helen S.
8	Jongsma, Diana A.	Koetsier, Gerard
9	Jongsma, Dorothy	Koetsier, Gerrit J.
10	Jongsma, George	Koetsier, Jake
11	Jongsma, Harold	Koning, Fred W.
12	Jongsma, Henry	Koning, Gloria
13	Jongsma, John	Koning, J. W. Estate
14	Jongsma, Nadine	Koning, James A.
15	Jongsma, Tillie	Koning, Jane
16	Jordan, Marjorie G.	Koning, Jane C.
17	Jordan, Troy O.	Koning, Jennie
18	Jorritsma, Dorothy	Koning, John
19	Juliano, Albert	Koning, Victor A.
20	Kamper, Cornelis	Kooi Holstein Corporation
21	Kamstra, Wilbert	Koolhaas, Kenneth E.
22	Kaplan, Lawrence J.	Koolhaas, Simon
23	Kasbergen, Martha	Koolhaas, Sophie Grace
24	Kasbergen, Neil	Koopal, Grace
25	Kazian, Angelen Estate of	Koopal, Silas
26	Kingsway Const. Corp.	Koopman, Eka
27	Klapps Market	Koopman, Gene T.
28	Kline, James K.	Koopman, Henry G.

1	Koopman, Ted	Leck, Arthur A.
2	Koopman, Tena	Leck, Evelyn M.
3	Koot, Nick	Lee, Harold E.
4	Koster, Aart	Lee, Helen J.
5	Koster, Frances	Lee, Henrietta C.
6	Koster, Henry B.	Lee, R. T. Construction Co.
7	Koster, Nellie	Lekkerkerk, Adriana
8	Kroes, Jake R.	Lekkerkerk, L. M.
9	Kroeze, Bros	Lekkerkerker, Nellie
10	Kroeze, Calvin E.	Lekkerkerker, Walt
11	Kroeze, John	Lewis Homes of California
12	Kroeze, Wesley	Livingston, Dorothy M.
13	Kruckenber, Naomi	Livingston, Rex E.
14	Kruckenber, Perry	Lokey, Rosemary Kraemer
15	L. D. S. Welfare Ranch	Lopes, Candida A.
16	Labrucherie, Mary Jane	Lopes, Antonio S.
17	Labrucherie, Raymond F.	Lopez, Joe D.
18	Lako, Samuel	Lourenco, Carlos, Jr.
19	Landman Corp.	Lourenco, Carmelina P.
20	Lanting, Broer	Lourenco, Jack C.
21	Lanting, Myer	Lourenco, Manual H.
22	Lass, Jack	Lourenco, Mary
23	Lass, Sandra L.	Lourenco, Mary
24	Lawrence, Cecelia, Estate of	Luiten, Jack
25	Lawrence, Joe H., Estate of	Luiz, John M.
26	Leal, Bradley W.	Luna, Christine I.
27	Leal, John C.	Luna, Ruben T.
28	Leal, John Craig	Lusk, John D. and Son a California corporation

1	Lyon, Gregory E.	Mickel, Louise
2	Lyon, Paula E.	Miersma, Dorothy
3	M & W Co. #2	Meirsma, Harry C.
4	Madole, Betty M.	Minaberry, Arnaud
5	Madole, Larry B.	Minaberry, Marie
6	Marquez, Arthur	Mistretta, Frank J.
7	Marquine, Jean	Mocho and Plaa Inc.
8	Martin, Lelon O.	Mocho, Jean
9	Martin, Leon O.	Mocho, Noeline
10	Martin, Maria D.	Modica, Josephine
11	Martin, Tony J.	Montes, Elizabeth
12	Martins, Frank	Montes, Joe
13	Mathias, Antonio	Moons, Beatrice
14	Mc Cune, Robert M.	Moons, Jack
15	Mc Masters, Gertrude	Moramarco, John A. Enterprises
16	Mc Neill, J. A.	Moreno, Louis W.
17	Mc Neill, May F.	Moss, John R.
18	Mees, Leon	Motion Pictures Associates, Inc.
19	Mello and Silva Dairy	Moynier, Joe
20	Mello and Sousa Dairy	Murphy, Frances V.
21	Mello, Emilia	Murphy, Myrl L.
22	Mello, Enos C.	Murphy, Naomi
23	Mello, Mercedes	Nanne, Martin Estate of
24	Mendiondo, Catherine	Nederend, Betty
25	Mendiondo, Dominique	Nederend, Hans
26	Meth. Hosp. - Sacramento	Norfolk, James
27	Metzger, R. S.	Norfolk, Martha
28	Metzger, Winifred	Notrica, Louis

1	Nyberg, Lillian M.	Ormonde, Viva
2	Nyenhuis, Annie	Ortega, Adeline B.
3	Nyenhuis, Jim	Ortega, Bernard Dino
4	Occidental Land Research	Osterkamp, Joseph S.
5	Okumura, Marion	Osterkamp, Margaret A.
6	Okumura, Yuiche	P I E Water Co.
7	Oldengarm, Effie	Palmer, Eva E.
8	Oldengarm, Egbert	Palmer, Walter E.
9	Oldengarm, Henry	Parente, Luis S.
10	Oliviera, Manuel L.	Parente, Mary Borba .
11	Oliviera, Mary M.	Parks, Jack B.
12	Olson, Albert	Parks, Laura M.
13	Oltmans Construction Co.	Patterson, Lawrence E. Estate of
14	Omlin, Anton	Payne, Clyde H.
15	Omlin, Elsie L.	Payne, Margo
16	Ontario Christian School Assn.	Pearson, Athelia K.
17	Oord, John	Pearson, William C.
18	Oostdam, Jacoba	Pearson, William G.
19	Oostdam, Pete	Pene, Robert
20	Oosten, Agnes	Perian, Miller
21	Oosten, Anthonia	Perian, Ona E.
22	Oosten, Caroline	Petrissans, Deanna
23	Oosten, John	Petrissans, George
24	Oosten, Marinus	Petrissans, Jean P.
25	Oosten, Ralph	Petrissans, Marie T.
26	Orange County Water District	Pickering, Dora M.
27	Ormonde, Manuel	(Mrs. A. L. Pickering)
28	Ormonde, Pete, Jr.	Pierce, John

1	Pierce, Sadie	Righetti, A. T.
2	Pietszak, Sally	Riley, George A.
3	Pine, Joe	Riley, Helen C.
4	Pine, Virginia	Robbins, Jack K.
5	Pires, Frank	Rocha, John M.
6	Pires, Marie	Rocha, Jose C.
7	Plaa, Jeanne	Rodrigues, John
8	Plaa, Michel	Rodrigues, Manuel
9	Plantenga, Agnes	Rodrigues, Manuel, Jr.
10	Plantenga, George	Rodrigues, Mary L.
11	Poe, Arlo D.	Rodriquez, Daniel
12	Pomona Cemetery Assn.	Rogers, Jack D.
13	Porte, Cecelia, Estate of	Rohrer, John A.
14	Porte, Garritt, Estate of	Rohrer, Theresa D.
15	Portsmouth, Vera McCarty	Rohrs, Elizabeth H.
16	Ramella, Mary M.	Rossetti, M. S.
17	Ramirez, Concha	Roukema, Angeline
18	Rearick, Hildegard H.	Roukema, Ed.
19	Rearick, Richard R.	Roukema, Nancy
20	Reinalda, Clarence	Roukema, Siebren
21	Reitsma, Greta	Ruderian, Max J.
22	Reitsma, Louis	Russell, Fred J.
23	Rice, Bernice	Rusticus, Ann
24	Rice, Charlie E.	Rusticus, Charles
25	Richards, Karin	Rynsburger, Arie
26	(Mrs. Ronnie Richards)	Rynsburger, Berdena, Trust
27	Richards, Ronald L.	Rynsburger, Joan Adele
28	Ridder, Jennie Wassenaar	Rynsburger, Thomas

1	S. P. Annex, Inc.	Scott, Frances M.
2	Salisbury, Elinor J.	Scott, Linda F.
3	Sanchez, Edmundo	Scott, Stanley A.
4	Sanchez, Margarita O.	Scritsmier, Lester J.
5	Santana, Joe Sr.	Serl, Charles A.
6	Santana, Palmira	Serl, Rosalie P.
7	Satragni, John B. Jr.	Shady Grove Dairy, Inc.
8	Scaramella, George P.	Shamel, Burt A.
9	Schaafsma Bros.	Shelby, Harold E.
10	Schaafsma, Jennie	Shelby, John A.
11	Schaafsma, Peter	Shelby, Velma M.
12	Schaafsma, Tom	Shelton, Alice A.
13	Schaap, Andy	Sherwood, Robert W.
14	Schaap, Ids	Sherwood, Sheila J.
15	Schaap, Maria	Shue, Eva
16	Schacht, Sharon C.	Shue, Gilbert
17	Schakel, Audrey	Sieperda, Anne
18	Schakel, Fred	Sieperda, James
19	Schmid, Olga	Sigrist, Hans
20	Schmidt, Madeleine	Sigrist, Rita
21	Schoneveld, Evert	Silveira, Arline L.
22	Schoneveld, Henrietta	Silveira, Frank
23	Schoneveld, John	Silveira, Jack
24	Schoneveld, John Allen	Silveira, Jack P. Jr.
25	Schug, Donald E.	Simas, Dolores
26	Schug, Shirley A.	Simas, Joe
27	Schuh, Bernatta M.	Singleton, Dean
28	Schuh, Harold H.	Singleton, Elsie R.

1	Sinnott, Jim	Staal, John
2	Sinnott, Mildred B.	Stahl, Zippora P.
3	Slegers, Dorothy	Stampfl, Berta
4	Slegers, Hubert J.	Stampfl, William
5	Slegers, Jake	Stanley, Robert E.
6	Slegers, Jim	Stark, Everett
7	Slegers, Lenwood M.	Stellingwerf, Andrew
8	Slegers, Martha	Stellingwerf, Henry
9	Slegers, Tesse J.	Stellingwerf, Jenette
10	Smith, Edward S.	Stellingwerf, Shana
11	Smith, Helen D.	Stellingwerf, Stan
12	Smith, James E.	Stelzer, Mike C.
13	Smith, Keith J.	Sterk, Henry
14	Smith, Lester W.	Stiefel, Winifred
15	Smith, Lois Maxine	Stiefel, Jack D.
16	Smith, Marjorie W.	Stigall, Richard L.
17	Soares, Eva	Stigall, Vita
18	Sogioka, Mitsuyoshi	Stockman's Inn
19	Sogioka, Yoshimato	Stouder, Charlotte A.
20	Sousa, Sam	Stouder, William C.
21	Southern Pacific Land Co.	Struikmans, Barbara
22	Southfield, Eddie	Struikmans, Gertie
23	Souza, Frank M.	Struikmans, Henry Jr.
24	Souza, Mary T.	Struikmans, Henry Sr.
25	Spickerman, Alberta	Struikmans, Nellie
26	Spickerman, Florence	Swager, Edward
27	Spickerman, Rudolph	Swager, Gerben
28	Spyksma, John	Swager, Johanna

1	Swager, Marion	Terpstra, Theodore G.
2	Swierstra, Donald	Teune, Tony
3	Swierstra, Fanny	Teunissen, Bernard
4	Sybrandy, Ida	Teunissen, Jane
5	Sybrandy, Simon	Thomas, Ethel M.
6	Sytsma, Albert	Thommen, Alice
7	Sytsma, Edith	Thommen, Fritz
8	Sytsma, Jennie	Tillema, Allie
9	Sytsma, Louie	Tillema, Harold
10	Te Velde, Agnes	Tillema, Klaas D.
11	Te Velde, Bay	Timmons, William R.
12	Te Velde, Bernard A.	Tollerup, Barbara
13	Te Velde, Bonnie	Tollerup, Harold
14	Te Velde, Bonnie G.	Trapani, Louis A.
15	Te Velde, George	Trimlett, Arlene R.
16	Te Velde, George, Jr.	Trimlett, George E.
17	Te Velde, Harm	Tristant, Pierre
18	Te Velde, Harriet	Tuinhout, Ale
19	Te Velde, Henry J.	Tuinhout, Harry
20	Te Velde, Jay	Tuinhout, Hilda
21	Te Velde, Johanna	Tuls, Elizabeth
22	Te Velde, John H.	Tuls, Jack S.
23	Te Velde, Ralph A.	Tuls, Jake
24	Te Velde, Zwaantina, Trustee	Union Oil Company of California
25	Ter Maaten, Case	United Dairyman's Co-op.
26	Ter Maaten, Cleone	Urquhart, James G.
27	Ter Maaten, Steve	Usle, Cathryn
28	Terpstra, Carol	Usle, Faustino

1	V & Y Properties	Van Hofwegen, Clara
2	Vaile, Beryl M.	Van Hofwegen, Jessie
3	Valley Hay Co.	Van Klaveren, A.
4	Van Beek Dairy Inc.	Van Klaveren, Arie
5	Van Canneyt Dairy	Van Klaveren, Wilhelmina
6	Van Canneyt, Maurice	Van Klaveren, William
7	Van Canneyt, Wilmer	Van Leeuwen, Arie C.
8	Van Dam, Bas	Van Leeuwen, Arie C.
9	Van Dam, Isabelle	Van Leeuwen, Arlan
10	Van Dam, Nellie	Van Leeuwen, Clara G.
11	Van Den Berg, Gertrude	Van Leeuwen, Cornelia L.
12	Van Den Berg, Joyce	Van Leeuwen, Harriet
13	Van Den Berg, Marinus	Van Leeuwen, Jack
14	Van Den Berg, Marvin	Van Leeuwen, John
15	Van Der Linden, Ardith	Van Leeuwen, Letie
16	Van Der Linden, John	Van Leeuwen, Margie
17	Van Der Linden, Stanley	Van Leeuwen, Paul
18	Van Der Veen, Kenneth	Van Leeuwen, William A.
19	Van Diest, Anna T.	Van Ravenswaay, Donald
20	Van Diest, Cornelius	Van Ryn Dairy
21	Van Diest, Ernest	Van Ryn, Dick
22	Van Diest, Rena	Van Surksum, Anthonetta
23	Van Dyk, Bart	Van Surksum, John
24	Van Dyk, Jeanette	Van Veen, John
25	Van Foeken, Martha	Van Vliet, Effie
26	Van Foeken, William	Van Vliet, Hendrika
27	Van Hofwegan, Steve	Van Vliet, Hugo
28	Van Hofwegen, Adrian A.	Van Vliet, Klaas

1	Vande Witte, George	Vander Laan, Katie
2	Vanden Berge, Gertie	Vander Laan, Martin Jr.
3	Vanden Berge, Gertie	Vander Laan, Tillie
4	Vanden Berge, Jack	Vander Leest, Anna
5	Vanden Berge, Jake	Vander Leest, Ann
6	Vanden Brink, Stanley	Vander Meer, Alice
7	Vander Dussen, Agnes	Vander Meer, Dick
8	Vander Dussen, Cor	Vander Poel, Hank
9	Vander Dussen, Cornelius	Vander Poel, Pete
10	Vander Dussen, Edward	Vander Pol, Irene
11	Vander Dussen, Geraldine Marie	Vander Pol, Margie
12	Vander Dussen, James	Vander Pol, Marines
13	Vander Dussen, John	Vander Pol, William P.
14	Vander Dussen, Nelvina	Vander Schaaf, Earl
15	Vander Dussen, Rene	Vander Schaaf, Elizabeth
16	Vander Dussen, Sybrand Jr.	Vander Schaaf, Henrietta
17	Vander Dussen, Sybrand Sr.	Vander Schaaf, John
18	Vander Dussen Trustees	Vander Schaaf, Ted
19	Vander Eyk, Case Jr.	Vander Stelt, Catherine
20	Vander Eyk, Case Sr.	Vander Stelt, Clarence
21	Vander Feer, Peter	Vander Tuig, Arlene
22	Vander Feer, Rieka	Vander Tuig, Sylvester
23	Vander Laan, Ann	Vander Veen, Joe A.
24	Vander Laan, Ben	Vandervlag, Robert
25	Vander Laan, Bill	Vander Zwan, Peter
26	Vander Laan, Corrie	Vanderford, Betty W.
27	Vander Laan, Henry	Vanderford, Claud R.
28	Vander Laan, James	Vanderham, Adrian

1	Vanderham, Cornelius	Vestal, J. Howard
2	Vanderham, Cornelius P.	Visser, Gerrit
3	Vanderham, Cory	Visser, Grace
4	Vanderham, E. Jane	Visser, Henry
5	Vanderham, Marian	Visser, Jess
6	Vanderham, Martin	Visser, Louie
7	Vanderham, Pete C.	Visser, Neil
8	Vanderham, Wilma	Visser, Sam
9	Vasquez, Eleanor	Visser, Stanley
10	Veenendaal, Evert	Visser, Tony D.
11	Veenendaal, John H.	Visser, Walter G.
12	Veiga, Dominick Sr.	Von Der Ahe, Fredric T.
13	Verbree, Jack	Von Euw, George
14	Verbree, Tillie	Von Euw, Marjorie
15	Verger, Bert	Von Lusk, a limited partnership
16	Verger, Betty	Voortman, Anna Marie
17	Verhoeven, Leona	Voortman, Edward
18	Verhoeven, Martin	Voortman, Edwin J.
19	Verhoeven, Wesley	Voortman, Gertrude Dena
20	Vermeer, Dick	Wagner, Richard H.
21	Vermeer, Jantina	Walker, Carole R.
22	Vernola Ranch	Walker, Donald E.
23	Vernola, Anthonietta	Walker, Wallace W.
24	Vernola, Anthony	Wardle, Donald M.
25	Vernola, Frank	Warner, Dillon B.
26	Vernola, Mary Ann	Warner, Minnie
27	Vernola, Pat F.	Wassenaar, Peter W.
28	Vestal, Frances Lorraine	Waters, Michael

1	Weeda, Adriana	Wiersma, Jake
2	Weeda, Daniel	Wiersma, Otto
3	Weeks, O. L.	Wiersma, Pete
4	Weeks, Verona E.	Winchell, Verne H., Trustee
5	Weidman, Maurice	Wind, Frank
6	Weidman, Virginia	Wind, Fred
7	Weiland, Adaline I.	Wind, Hilda
8	Weiland, Peter J.	Wind, Johanna
9	Wesselink, Jules	Woo, Frank
10	West, Katharine R.	Woo, Sem Gee
11	West, Russel	Wybenga, Clarence
12	West, Sharon Ann	Wybenga, Gus
13	Western Horse Property	Wybenga, Gus K.
14	Westra, Alice	Wybenga, Sylvia
15	Westra, Henry	Wynja, Andy
16	Westra, Hilda	Wynja, Iona F.
17	Westra, Jake J.	Yellis, Mildred
18	Weststeyn, Freida	Yellis, Thomas E.
19	Weststeyn, Pete	Ykema-Harmsen Dairy
20	Whitehurst, Louis G.	Ykema, Floris
21	Whitehurst, Pearl L.	Ykema, Harriet
22	Whitmore, David L.	Yokley, Betty Jo
23	Whitmore, Mary A.	Yokley, Darrell A.
24	Whitney, Adolph M.	Zak, Zan
25	Wiersema, Harm	Zivelonghi, George
26	Wiersema, Harry	Zivelonghi, Margaret
27	Wiersma, Ellen H.	Zwaagstra, Jake
		Zwaagstra, Jessie M.
28	Wiersma, Gladys J.	Zwart, Case

NON-PRODUCER WATER DISTRICTS

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- Chino Basin Municipal Water District
- Chino Basin Water Conservation District
- Pomona Valley Municipal Water District
- Western Municipal Water District of Riverside County

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DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

1		
2	Cheryl L. Bain	Roy W. Lantis
3	Warren Bain	Sharon I. Lantis
4	John M. Barcelona	Frank Lorenz
5	Letty Bassler	Dagney H. MacDonald
6	John Brazil	Frank E. Martin
7	John S. Briano	Ruth C. Martin
8	Lupe Briano	Connie S. Mello
9	Paul A. Briano	Naldiro J. Mello
10	Tillie Briano	Felice Miller
11	Arnie B. Carlson	Ted Miller
12	John Henry Fikse	Masao Nerio
13	Phyllis S. Fikse	Tom K. Nerio
14	Lewellyn Flory	Toyo Nerio
15	Mary I. Flory	Yuriko Nerio
16	L. H. Glazer	Harold L. Rees
17	Dorothy Goodman	Alden G. Rose
18	Sidney D. Goodman	Claude Rouleau, Jr.
19	Frank Grossi	Patricia M. Rouleau
20	Harada Brothers	Schultz Enterprises
21	Ellen Hettinga	Albert Shaw
22	Hein Hettinga	Lila Shaw
23	Dick Hofstra, Jr.	Cathy M. Stewart
24	Benjamin M. Hughey	Marvin C. Stewart
25	Frieda L. Hughey	Betty Ann Stone
26	Guillaume Indart	John B. Stone
27	Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
28	Perry Kruckenberg, Jr.	Catherine Verburg

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- 1 Martin Verburg
- 2 Donna Vincent
- 3 Larry Vincent
- 4 Cliff Wolfe & Associates
- 5 Ada M. Woll
- 6 Zarubica Co.
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EXHIBIT "D"

OVERLYING NON-AGRICULTURAL RIGHTS

<u>Party</u>	<u>Total Overlying Non-Agricultural Rights (Acre Feet)</u>	<u>Share of Safe Yield (Acre Feet)</u>
Ameron Steel Producers, Inc.	125	97.858
County of San Bernardino	171	133.870
Conrock Company	406	317.844
Kaiser Steel Corporation	3,743	2,930.274
Red Star Fertilizer	20	15.657
Southern California Edison Co.	1,255	982.499
Space Center, Mira Loma	133	104.121
Southern Service Co., dba		
Blue Seal Linen	24	18.789
Sunkist, Orange Products Division	2,393	1,873.402
Carlsberg Mobile Home Properties,		
Ltd. '73	593	464.240
Union Carbide Corporation	546	427.446
Quaker Chemical Co.	<u>0</u>	<u>0</u>
Totals	9,409	7,366.000

EXHIBIT "D"

EXHIBIT "E"
APPROPRIATIVE RIGHTS

<u>Party</u>	<u>Appropriative Right (Acre Feet)</u>	<u>Share of Initial Operating Safe Yield (Acre Feet)</u>	<u>Share of Operating Safe Yield (Percent)</u>
City of Chino	5,271.7	3,670.067	6.693
City of Norco	289.5	201.545	0.368
City of Ontario	16,337.4	11,373.816	20.742
City of Pomona	16,110.5	11,215.852	20.454
City of Upland	4,097.2	2,852.401	5.202
Cucamonga County Water District	4,431.0	3,084.786	5.626
Jurupa Community Ser- vices District	1,104.1	768.655	1.402
Monte Vista County Water District	5,958.7	4,148.344	7.565
West San Bernardino County Water District	925.5	644.317	1.175
Etiwanda Water Company	768.0	534.668	0.975
Felspar Gardens Mutual Water Company	68.3	47.549	0.087
Fontana Union Water Co.	9,188.3	6,396.736	11.666
Marygold Mutual Water Co.	941.3	655.317	1.195
Mira Loma Water Co.	1,116.0	776.940	1.417
Monta Vista Irr. Co.	972.1	676.759	1.234
Mutual Water Company of Glen Avon Heights	672.2	467.974	0.853
Park Water Company	236.1	164.369	0.300
Pomona Valley Water Co.	3,106.3	2,162.553	3.944
San Antonio Water Co.	2,164.5	1,506.888	2.748
Santa Ana River Water Company	1,869.3	1,301.374	2.373
Southern California Water Company	1,774.5	1,235.376	2.253
West End Consolidated Water Company	<u>1,361.3</u>	<u>947.714</u>	<u>1.728</u>
TOTAL	78,763.8	54,834.000	100.000

EXHIBIT "E"

EXHIBIT "F"
OVERLYING (AGRICULTURAL) POOL
POOLING PLAN

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3 1. Membership in Pool. The State of California and all pro-
4 ducers listed in Exhibit "C" shall be the initial members of this
5 pool, which shall include all producers of water for overlying
6 uses other than industrial or commercial purposes.

7 2. Pool Meetings. The members of the pool shall meet
8 annually, in person or by proxy, at a place and time to be desig-
9 nated by Watermaster for purposes of electing members of the Pool
10 Committee and conducting any other business of the pool. Special
11 meetings of the membership of the pool may be called and held as
12 provided in the rules of the pool.

13 3. Voting. All voting at meetings of pool members shall be
14 on the basis of one vote for each 100 acre feet or any portion
15 thereof of production from Chino Basin during the preceding year,
16 as shown by the records of Watermaster.

17 4. Pool Committee. The Pool Committee for this pool shall
18 consist of not less than nine (9) representatives selected at
19 large by members of the pool. The exact number of members of the
20 Pool Committee in any year shall be as determined by majority vote
21 of the voting power of members of the pool in attendance at the
22 annual pool meeting. Each member of the Pool Committee shall have
23 one vote and shall serve for a two-year term. The members first
24 elected shall classify themselves by lot so that approximately
25 one-half serve an initial one-year term. Vacancies during any
26 term shall be filled by a majority of the remaining members of the
27 Pool Committee.

28 5. Advisory Committee Representatives. The number of

1 representatives of the Pool Committee on the Advisory Committee
2 shall be as provided in the rules of the pool from time to time
3 but not exceeding ten (10). The voting power of the pool on the
4 Advisory Committee shall be apportioned and exercised as deter-
5 mined from time to time by the Pool Committee.

6 6. Replenishment Obligation. The pool shall provide funds
7 for replenishment of any production by persons other than members
8 of the Overlying (Non-agricultural) Pool or Appropriator Pool, in
9 excess of the pool's share of Safe Yield. During the first five
10 (5) years of operations of the Physical Solution, reasonable
11 efforts shall be made by the Pool Committee to equalize annual
12 assessments.

13 7. Assessments. All assessments in this pool (whether for
14 replenishment water cost or for pool administration or the allo-
15 cated share of Watermaster administration) shall be in an amount
16 uniformly applicable to all production in the pool during the
17 preceding year or calendar quarter. Provided, however, that the
18 Agricultural Pool Committee, may recommend to the Court modifica-
19 tion of the method of assessing pool members, inter se, if the
20 same is necessary to attain legitimate basin management objectives,
21 including water conservation and avoidance of undesirable socio-
22 economic consequences. Any such modification shall be initiated
23 and ratified by one of the following methods:

24 (a) Excess Production. In the event total pool
25 production exceeds 100,000 acre feet in any year, the Pool
26 Committee shall call and hold a meeting, after notice to all
27 pool members, to consider remedial modification of the
28 assessment formula.

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1 (b) Producer Petition. At any time after the fifth
2 full year of operation under the Physical Solution, a peti-
3 tion by ten percent (10%) of the voting power or membership
4 of the Pool shall compel the holding of a noticed meeting
5 to consider revision of said formula of assessment for re-
6 plenishment water.

7 In either event, a majority action of the voting power in attend-
8 ance at such pool members' meeting shall be binding on the Pool
9 Committee.

10 8. Rules. The Pool Committee shall adopt rules for con-
11 ducting meetings and affairs of the committee and for adminis-
12 tering its program and in amplification of the provisions, but not
13 inconsistent with, this pooling plan.

EXHIBIT "G"
OVERLYING (NON-AGRICULTURAL) POOL
POOLING PLAN

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3 1. Membership in Pool. The initial members of the pool,
4 together with the decreed share of the Safe Yield of each, are
5 listed in Exhibit "D". Said pool includes producers of water for
6 overlying industrial or commercial (non-agricultural) purposes, or
7 such producers within the Pool who may hereafter take water pur-
8 suant to Paragraph 8 hereof.

9 2. Pool Committee. The Pool Committee for this pool shall
10 consist of one representative designated by each member of the
11 pool. Voting on the committee shall be on the basis of one vote
12 for each member, unless a volume vote is demanded, in which case
13 votes shall be allocated as follows:

14 The volume voting power on the Pool Committee shall
15 be 1,484 votes. Of these, 742 votes shall be allocated on
16 the basis of one vote for each ten (10) acre feet or fraction
17 thereof of decreed shares in Safe Yield. (See Exhibit "D".)
18 The remaining 742 votes shall be allocated proportionally
19 on the basis of assessments paid to Watermaster during the
20 preceding year.*

21 3. Advisory Committee Representatives. At least three (3)
22 members of the Pool Committee shall be designated by said committee
23 to serve on the Advisory Committee. The exact number of such
24 representatives at any time shall be as determined by the Pool
25 Committee. The voting power of the pool shall be exercised in the
26

27 *Or production assessments paid under Water Code Section
28 72140 et seq., as to years prior to the second year of operation
under the Physical Solution hereunder.

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1 Advisory Committee as a unit, based upon the vote of a majority of
2 said representatives.

3 4. Replenishment Obligation. The pool shall provide funds
4 for replenishment of any production in excess of the pool's share
5 of Safe Yield in the preceding year.

6 5. Assessment. Each member of this pool shall pay an assess-
7 ment equal to the cost of replenishment water times the number of
8 acre feet of production by such producer during the preceding year
9 in excess of (a) his decreed share of the Safe Yield, plus (b) any
10 carry-over credit under Paragraph 7 hereof. In addition, the cost
11 of the allocated share of Watermaster administration expense shall
12 be recovered on an equal assessment against each acre foot of
13 production in the pool during such preceding fiscal year or calen-
14 dar quarter; and in the case of Pool members who take substitute
15 ground water as set forth in Paragraph 8 hereof, such producer
16 shall be liable for its share of administration assessment, as if
17 the water so taken were produced, up to the limit of its decreed
18 share of Safe Yield.

19 6. Assignment. Rights herein decreed are appurtenant to the
20 land and are only assignable with the land for overlying use
21 thereon; provided, however, that any appropriator who may, directly
22 or indirectly, undertake to provide water service to such overlying
23 lands may, by an appropriate agency agreement on a form approved by
24 Watermaster, exercise said overlying right to the extent, but only
25 to the extent necessary to provide water service to said overlying
26 lands.

27 7. Carry-over. Any member of the pool who produces less than
28 its assigned water share of Safe Yield may carry such unexercised

1 right forward for exercise in subsequent years. The first water
2 produced during any such subsequent year shall be deemed to be an
3 exercise of such carry-over right. In the event the aggregate
4 carry-over by any pool member exceeds its share of Safe Yield, such
5 member shall, as a condition of preserving such surplus carry-over,
6 execute a storage agreement with Watermaster.

7 8. Substitute Supplies. To the extent that any Pool member,
8 at the request of Watermaster and with the consent of the Advisory
9 Committee, takes substitute surface water in lieu of producing
10 ground water otherwise subject to production as an allocated share
11 of Safe Yield, said party shall nonetheless remain a member of this
12 Pool.

13 9. Rules. The Pool Committee shall adopt rules for adminis-
14 tering its program and in amplification of the provisions, but not
15 inconsistent with, this pooling plan.
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EXHIBIT "H"
APPROPRIATIVE POOL
POOLING PLAN

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3 1. Qualification for Pool. Any city, district or other
4 public entity and public utility -- either regulated under Public
5 Utilities Commission jurisdiction, or exempt therefrom as a non-
6 profit mutual water company (other than those assigned to the
7 Overlying [Agricultural] Pool) -- shall be a member of this pool.
8 All initial members of the pool are listed in Exhibit "E", together
9 with their respective appropriative rights and acre foot allocation
10 and percentage shares of the initial and subsequent Operating Safe
11 Yield.

12 2. Pool Committee. The Pool Committee shall consist of one
13 (1) representative appointed by each member of the Pool.

14 3. Voting. The total voting power on the Pool Committee
15 shall be 1,000 votes. Of these, 500 votes shall be allocated in
16 proportion to decreed percentage shares in Operating Safe Yield.
17 The remaining 500 votes shall be allocated proportionally on the
18 basis of assessments paid to Watermaster during the preceding
19 year.* Routine business of the Pool Committee may be conducted on
20 the basis of one vote per member, but upon demand of any member a
21 weighted vote shall be taken. Affirmative action of the Committee
22 shall require a majority of the voting power of members in attend-
23 ance, provided that it includes concurrence by at least one-third
24 of its total members.

25 4. Advisory Committee Representatives. Ten (10) members of
26

27 _____
28 *Or production assessments paid under Water Code Section 72140
et seq., as to years prior to the second year of operation under
the Physical Solution hereunder.

1 the Pool Committee shall be designated to represent this pool on
2 the Advisory Committee. Each major appropriator, i.e., the owner
3 of an adjudicated appropriative right in excess of 3,000 acre feet,
4 shall be entitled to one representative. The remaining members
5 representing the Appropriative Pool on the Advisory Committee shall
6 be elected at large by the remaining members of the pool. The
7 voting power of the Appropriative Pool on the Advisory Committee
8 shall be apportioned between the major appropriator representatives
9 in proportion to their respective voting power in the Pool Com-
10 mittee. The remaining two representatives shall exercise equally
11 the voting power proportional to the Pool Committee voting power
12 of all remaining appropriators; provided, however, that if any
13 representative fails to attend an Advisory Committee meeting, the
14 voting power of that representative shall be allocated among the
15 representatives of the Appropriator Pool in attendance in the same
16 proportion as their own respective voting powers.

17 5. Replenishment Obligation. The pool shall provide funds
18 for purchase of replenishment water to replace any production by
19 the pool in excess of Operating Safe Yield during the preceding
20 year.

21 6. Administrative Assessment. Costs of administration of
22 this pool and its share of general Watermaster expense shall be
23 recovered by a uniform assessment applicable to all production
24 during the preceding year.

25 7. Replenishment Assessment. The cost of replenishment water
26 required to replace production from Chino Basin in excess of
27 Operating Safe Yield in the preceding year shall be allocated and
28 recovered as follows:

1 (a) For production, other than for increased export,
2 within CBMWD or WMWD:

3 (1) Gross Assessment. 15% of such replenishment
4 water costs shall be recovered by a uniform assessment
5 against all production of each appropriator producing in
6 said area during the preceding year.

7 (2) Net Assessment. The remaining 85% of said
8 costs shall be recovered by a uniform assessment on each
9 acre foot of production from said area by each such
10 appropriator in excess of his allocated share of Oper-
11 ating Safe Yield during said preceding year.

12 (b) For production which is exported for use outside
13 Chino Basin in excess of maximum export in any year through
14 1976, such increased export production shall be assessed
15 against the exporting appropriator in an amount sufficient to
16 purchase replenishment water from CBMWD or WMWD in the amount
17 of such excess.

18 (c) For production within SBVMWD or PVMWD:

19 By an assessment on all production in excess of
20 an appropriator's share of Operating Safe Yield in an
21 amount sufficient to purchase replenishment water through
22 SBVMWD or MWD in the amount of such excess.

23 8. Socio-Economic Impact Review. The parties have conducted
24 certain preliminary socio-economic impact studies. Further and
25 more detailed socio-economic impact studies of the assessment
26 formula and its possible modification shall be undertaken for the
27 Appropriator Pool by Watermaster no later than ten (10) years from
28 the effective date of this Physical Solution, or whenever total

1 production by this pool has increased by 30% or more over the
2 decreed appropriative rights, whichever is first.

3 9. Facilities Equity Assessment. Watermaster may, upon
4 recommendation of the Pool Committee, institute proceedings for
5 levy and collection of a Facilities Equity Assessment for the
6 purposes and in accordance with the procedures which follow:

7 (a) Implementing Circumstances. There exist several
8 sources of supplemental water available to Chino Basin, each
9 of which has a differential cost and quantity available. The
10 optimum management of the entire Chino Basin water resource
11 favors the maximum use of the lowest cost supplemental water
12 to balance the supplies of the Basin, in accordance with the
13 Physical Solution. The varying sources of supplemental water
14 include importations from MWD and SBVMWD, importation of
15 surface and ground water supplies from other basins in the
16 immediate vicinity of Chino Basin, and utilization of re-
17 claimed water. In order to fully utilize any of such alter-
18 nate sources of supply, it will be essential for particular
19 appropriators having access to one or more of such supplies to
20 have invested, or in the future to invest, directly or in-
21 directly, substantial funds in facilities to obtain and
22 deliver such water to an appropriate point of use. To the
23 extent that the use of less expensive alternate sources of
24 supplemental water can be maximized by the inducement of a
25 Facilities Equity Assessment, as herein provided, it is to the
26 long-term benefit of the entire basin that such assessment be
27 authorized and levied by Watermaster.

28 (b) Study and Report. At the request of the Pool

1 Committee, Watermaster shall undertake a survey study of the
2 utilization of alternate supplemental supplies by members of
3 the Appropriative Pool which would not otherwise be utilized
4 and shall prepare a report setting forth the amount of such
5 alternative supplies being currently utilized, the amount of
6 such supplies which could be generated by activity within the
7 pool, and the level of cost required to increase such uses and
8 to optimize the total supplies available to the basin. Said
9 report shall contain an analysis and recommendation for the
10 levy of a necessary Facilities Equity Assessment to accomplish
11 said purpose.

12 (c) Hearing. If the said report by Watermaster contains
13 a recommendation for imposition of a Facilities Equity Assess-
14 ment, and the Pool Committee so requests, Watermaster shall
15 notice and hold a hearing not less than 60 days after dis-
16 tribution of a copy of said report to each member of the pool,
17 together with a notice of the hearing date. At such hearing,
18 evidence shall be taken with regard to the necessity and
19 propriety of the levy of a Facilities Equity Assessment and
20 full findings and decision shall be issued by Watermaster.

21 (d) Operation of Assessment. If Watermaster determines
22 that it is appropriate that a Facilities Equity Assessment be
23 levied in a particular year, the amount of additional supple-
24 mental supplies which should be generated by such assessment
25 shall be estimated. The cost of obtaining such supplies,
26 taking into consideration the investment in necessary
27 facilities shall then be determined and spread equitably among
28 the producers within the pool in a manner so that those

1 producers not providing such additional lower cost supple-
2 mental water, and to whom a financial benefit will result, may
3 bear a proportionate share of said costs, not exceeding said
4 benefit; provided that any producer furnishing such supple-
5 mental water shall not thereby have its average cost of water
6 in such year reduced below such producer's average cost of
7 pumping from the Basin. In so doing, Watermaster shall
8 establish a percentage of the total production by each party
9 which may be produced without imposition of a Facilities
10 Equity Assessment. Any member of the pool producing more
11 water than said percentage shall pay such Facilities Equity
12 Assessment on any such excess production. Watermaster is
13 authorized to transmit and pay the proceeds of such Facilities
14 Equity Assessment to those producers who take less than their
15 share of Basin water by reason of furnishing a higher per-
16 centage of their requirements through use of supplemental
17 water.

18 10. Unallocated Safe Yield Water. To the extent that, in any
19 five years, any portion of the share of Safe Yield allocated to
20 the Overlying (Agricultural) Pool is not produced, such water shall
21 be available for reallocation to members of the Appropriative Pool,
22 as follows:

23 (a) Priorities. Such allocation shall be made in the
24 following sequence:

25 (1) to supplement, in the particular year, water
26 available from Operating Safe Yield to compensate for any
27 reduction in the Safe Yield by reason of recalculation
28 thereof after the tenth year of operation hereunder.

1 (2) pursuant to conversion claims as defined in
2 Subparagraph (b) hereof.

3 (3) as a supplement to Operating Safe Yield,
4 without regard to reductions in Safe Yield.

5 (b) Conversion Claims. The following procedures may be
6 utilized by any appropriator:

7 (1) Record of Land Use Conversion. Any appro-
8 priator who undertakes, directly or indirectly, dur-
9 ing any year, to permanently provide water service to
10 lands which during the immediate preceding five (5)
11 consecutive years was devoted to irrigated agriculture
12 may report such change in land use or water service to
13 Watermaster. Watermaster shall thereupon verify such
14 change in water service and shall maintain a record and
15 account for each appropriator of the total acreage
16 involved and the average annual water use during said
17 five-year period.

18 (2) Establishment of Allocation Percentage. In
19 any year in which unallocated Safe Yield water from
20 the Overlying (Agricultural) Pool is available for such
21 conversion claims, Watermaster shall establish allocable
22 percentages for each appropriator based upon the total
23 of such converted acreage recorded to each such appro-
24 priator's account.

25 (3) Allocation and Notice. Watermaster shall
26 thereafter apply the allocated percentage to the total
27 unallocated Safe Yield water available for special
28 allocation to derive the amount thereof allocable to

1 each appropriator; provided that in no event shall the
2 allocation to any appropriator as a result of such
3 conversion claim exceed 50% of the average annual amount
4 of water actually applied to the areas converted by such
5 appropriator prior to such conversion. Any excess water
6 by reason of such limitation on any appropriator's right
7 shall be added to Operating Safe Yield. Notice of such
8 special allocation shall be given to each appropriator
9 and shall be treated for purposes of this Physical
10 Solution as an addition to such appropriator's share of
11 the Operating Safe Yield for the particular year only.

12 (4) Administrative Costs. Any costs of Water-
13 master attributable to administration of such special
14 allocations and conversion claims shall be assessed
15 against appropriators participating in such reporting.

16 11. In Lieu Procedures. There are, or may develop, certain
17 areas within Chino Basin where good management practices dictate
18 that recharge of the basin be accomplished, to the extent prac-
19 tical, by taking surface supplies of supplemental water in lieu of
20 ground water otherwise subject to production as an allocated share
21 of Operating Safe Yield.

22 (a) Method of Operation. Any appropriator producing
23 water within such designated in lieu area who is willing to
24 abstain for any reason from producing any portion of such
25 producer's share of Operating Safe Yield in any year may
26 offer such unpumped water to Watermaster. In such event,
27 Watermaster shall purchase said water in place, in lieu of
28 spreading replenishment water, which is otherwise required to

1 make up for over production. The purchase price for in lieu
2 water shall be the lesser of:

3 (1) Watermaster's current cost of replenishment
4 water, whether or not replenishment water is currently
5 then obtainable, plus the cost of spreading; or

6 (2) The cost of supplemental surface supplies to
7 the appropriator, less

8 a. said appropriator's average cost of
9 ground water production, and

10 b. the applicable production assessment
11 were the water produced.

12 Where supplemental surface supplies consist of MWD or
13 SBVMWD supplies, the cost of treated, filtered State
14 water from such source shall be deemed the cost of
15 supplemental surface supplies to the appropriator for
16 purposes of such calculation.

17 In any given year in which payments may be made pursuant to
18 a Facilities Equity Assessment, as to any given quantity of
19 water the party will be entitled to payment under this
20 section or pursuant to the Facilities Equity Assessment, as
21 the party elects, but not under both.

22 (b) Designation of In Lieu Areas. The first in lieu
23 area is designated as the "In Lieu Area No. 1" and consists
24 of an area wherein nitrate levels in the ground water gen-
25 erally exceed 45 mg/l, and is shown on Exhibit "J" hereto.
26 Other in lieu areas may be designated by subsequent order of
27 Watermaster upon recommendation or approval by Advisory
28 Committee. Said in lieu areas may be enlarged, reduced or

1 eliminated by subsequent orders; provided, however, that
2 designation of In Lieu Areas shall be for a minimum fixed
3 term sufficient to justify necessary capital investment. In
4 Lieu Area No. 1 may be enlarged, reduced or eliminated in
5 the same manner, except that any reduction of its original
6 size or elimination thereof shall require the prior order of
7 Court.

8 12. Carry-over. Any appropriator who produces less than his
9 assigned share of Operating Safe Yield may carry such unexercised
10 right forward for exercise in subsequent years. The first water
11 produced during any such subsequent year shall be deemed to be an
12 exercise of such carry-over right. In the event the aggregate
13 carry-over by any appropriator exceeds its share of Operating Safe
14 Yield, such appropriator shall, as a condition of preserving such
15 surplus carry-over, execute a storage agreement with Watermaster.
16 Such appropriator shall have the option to pay the gross assess-
17 ment applicable to such carry-over in the year in which it accrued.

18 13. Assignment, Transfer and Lease. Appropriative rights,
19 and corresponding shares of Operating Safe Yield, may be assigned
20 or may be leased or licensed to another appropriator for exercise
21 in a given year. Any transfer, lease or license shall be ineffec-
22 tive until written notice thereof is furnished to and approved as
23 to form by Watermaster, in compliance with applicable Watermaster
24 rules. Watermaster shall not approve transfer, lease or license of
25 a right for exercise in an area or under conditions where such
26 production would be contrary to sound basin management or detri-
27 mental to the rights or operations of other producers.

28 14. Rules. The Pool Committee shall adopt rules for

1 administering its program and in amplification of the provisions,
2 but not inconsistent with, this pooling plan.

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

LAW OFFICES
DONALD D. STARK
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SUITE 201
2081 BUSINESS CENTER DRIVE
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1 EXHIBIT "I"

2 ENGINEERING APPENDIX

3 1. Basin Management Parameters. In the process of imple-
4 menting the physical solution for Chino Basin, Watermaster shall
5 consider the following parameters:

6 (a) Pumping Patterns. Chino Basin is a common supply
7 for all persons and agencies utilizing its waters. It is an
8 objective in management of the Basin's waters that no pro-
9 ducer be deprived of access to said waters by reason of
10 unreasonable pumping patterns, nor by regional or localized
11 recharge of replenishment water, insofar as such result may
12 be practically avoided.

13 (b) Water Quality. Maintenance and improvement of
14 water quality is a prime consideration and function of
15 management decisions by Watermaster.

16 (c) Economic Considerations. Financial feasibility,
17 economic impact and the cost and optimum utilization of the
18 Basin's resources and the physical facilities of the parties
19 are objectives and concerns equal in importance to water
20 quantity and quality parameters.

21 2. Operating Safe Yield. Operating Safe Yield in any year
22 shall consist of the Appropriative Pool's share of Safe Yield of
23 the Basin, plus any controlled overdraft of the Basin which
24 Watermaster may authorize. In adopting the Operating Safe Yield
25 for any year, Watermaster shall be limited as follows:

26 (a) Accumulated Overdraft. During the operation of
27 this Judgment and Physical Solution, the overdraft accumu-
28 lated from and after the effective date of the Physical

1 Solution and resulting from an excess of Operating Safe Yield
2 over Safe Yield shall not exceed 200,000 acre feet.

3 (b) Quantitative Limits. In no event shall Operating
4 Safe Yield in any year be less than the Appropriative Pool's
5 share of Safe Yield, nor shall it exceed such share of Safe
6 Yield by more than 10,000 acre feet. The initial Operating
7 Safe Yield is hereby set at 54,834 acre feet per year.

8 Operating Safe Yield shall not be changed upon less than five
9 (5) years' notice by Watermaster.

10 Nothing contained in this paragraph shall be deemed to authorize,
11 directly or indirectly, any modification of the allocation of
12 shares in Safe Yield to the overlying pools, as set forth in
13 Paragraph 44 of the Judgment.

14 3. Ground Water Storage Agreements. Any agreements author-
15 ized by Watermaster for storage of supplemental water in the
16 available ground water storage capacity of Chino Basin shall
17 include, but not be limited to:

18 (a) The quantities and term of the storage right.

19 (b) A statement of the priority or relation of said
20 right, as against overlying or Safe Yield uses, and other
21 storage rights.

22 (c) The procedure for establishing delivery rates,
23 schedules and procedures which may include

24 [1] spreading or injection, or

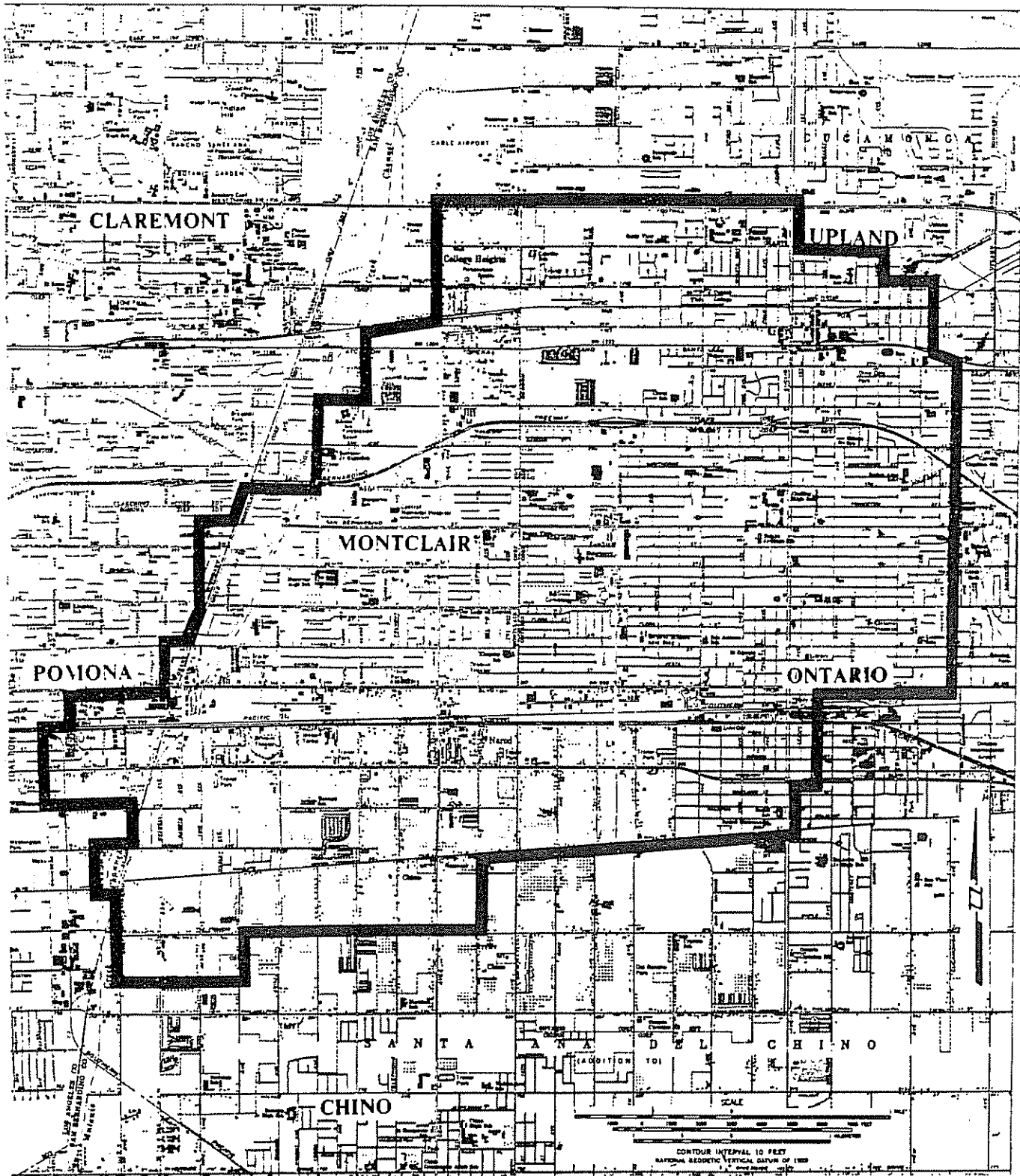
25 [2] in lieu deliveries of supplemental water for
26 direct use.

27 (d) The procedures for calculation of losses and annual
28 accounting for water in storage by Watermaster.

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(e) The procedures for establishment and adminis-
tration of withdrawal schedules, locations and methods.



**CHINO BASIN
IN LIEU AREA NO. 1**

LEGAL DESCRIPTION

OF CHINO BASIN

Preamble

All of the townships and ranges referred to in the following legal description are the San Bernardino Base and Meridian. Certain designated sections are implied as the System of Government Surveys may be extended where not established. Said sections are identified as follows:

Section 20, T1N, R8W is extended across Rancho Cucamonga;

Section 36, T1N, R8W is extended across the City of Upland;

Sections 2, 3, and 4, T1S, R7W are extended across Rancho Cucamonga;

Section 10, T1S, R8W is extended across the City of Claremont;

Sections 19, 20, 21, 30, 31 and 32, T1S, R8W are extended across the City of Pomona;

Sections 4, 5, and 28, T2S, R8W are extended across Rancho Santa Ana Del Chino;

Sections 15 and 16, T3S, R7W are extended across Rancho La Sierra; and

Sections 17 and 20, T3S, R7W are extended across Rancho El Rincon.

Description

Chino Basin is included within portions of the Counties of San Bernardino, Riverside and Los Angeles, State of California, bounded by a continuous line described as follows:

BEGINNING at the Southwest corner of Lot 241 as shown on Map of Ontario Colony Lands, recorded in Map Book 11, page 6, Office of the County Recorder of San Bernardino County, said corner being the Point of Beginning;

1. Thence Southeasterly to the Southeast corner

of Lot 419 of said Ontario Colony Lands;

2. Thence Southeasterly to a point 1300 feet North of the South line and 1300 feet East of the West line of Section 4, T1S, R7W;

3. Thence Easterly to a point on the East line of Section 4, 1800 feet North of the Southeast corner of said Section 4;

4. Thence Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, T1S, R7W;

5. Thence Northeasterly to a point on the North line of Section 2, T1S, R7W, 1400 feet East of the West line of said Section 2;

6. Thence Northeasterly to the Southwest corner of Section 18, T1N, R6W;

7. Thence Northerly to the Northwest corner of said Section 18;

8. Thence Easterly to the Northeast corner of said Section 18;

9. Thence Northerly to the Northwest corner of the Southwest quarter of Section 8, T1N, R6W;

10. Thence Easterly to the Northeast corner of said Southwest quarter of said Section 8;

11. Thence Southerly to the Southeast corner of said Southwest quarter of said Section 8;

12. Thence Easterly to the Northeast corner of Section 17, T1N, R6W;

13. Thence Easterly to the Northeast corner of Section 16, T1N, R6W;

14. Thence Southeasterly to the Northwest corner of the Southeast quarter of Section 15, T1N, R6W;

15. Thence Easterly to the Northeast corner of said Southeast quarter of said Section 15;

16. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 23, T1N, R6W;

17. Thence Southeasterly to the Northwest corner

of Section 25, T1N, R6W;

18. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 31, T1N, R5W;

19. Thence Southeasterly to the Northeast corner of the Northwest quarter of Section 5, T1S, R5W;

20. Thence Southeasterly to the Southeast corner of Section 4, T1S, R5W;

21. Thence Southeasterly to the Southeast corner of the Southwest quarter of Section 11, T1S, R5W;

22. Thence Southwesterly to the Southwest corner of Section 14, T1S, R5W;

23. Thence Southwest to the Southwest corner of Section 22, T1S, R5W;

24. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 6, T2S, R5W;

25. Thence Southeasterly to the Northeast corner of Section 18 T2S, R5W;

26. Thence Southwesterly to the Southwest corner of the Southeast quarter of Section 13, T2S, R6W;

27. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 26, T2S, R6W;

28. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 26;

29. Thence Northerly to the Northwest corner of said Section 26;

30. Thence Westerly to the Southwest corner of Section 21, T2S, R6W;

31. Thence Southerly to the Southeast corner of Section 29, T2S, R6W;

32. Thence Westerly to the Southeast corner of Section 30, T2S, R6W;

33. Thence Southwesterly to the Southwest corner of Section 36, T 2 S, R 7 W;

34. Thence Southwesterly to the Southeast corner

of Section 3, T3S, R7W;

35. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 10, T3S, R7W;

36. Thence Southerly to the Northeast corner of the Northwest quarter of Section 15, T3S, R7W;

37. Thence Southwesterly to the Southeast corner of the Northeast quarter of Section 16, T3S, R7W;

38. Thence Southwesterly to the Southwest corner of said Section 16;

39. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 20, T3S, R7W;

40. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 20;

41. Thence Northerly to the Northwest corner of Section 17, T3S, R7W;

42. Thence Westerly to the Southwest corner of Section 7, T3S, R7W;

43. Thence Northerly to the Southwest corner of Section 6, T3S, R7W;

44. Thence Westerly to the Southwest corner of Section 1, T3S, R8W;

45. Thence Northerly to the Southeast corner of Section 35, T2S, R8W;

46. Thence Northwesterly to the Northwest corner of said Section 35;

47. Thence Northerly to the Southeast corner of Lot 33, as shown on Map of Tract 3193, recorded in Map Book 43, pages 46 and 47, Office of the County Recorder of San Bernardino County;

48. Thence Westerly to the Northwest corner of the Southwest quarter of Section 28, T2S, R8W;

49. Thence Northerly to the Southwest corner of Section 4, T2S, R8W;

50. Thence Westerly to the Southwest corner of Section 5, T2S, R8W;

51. Thence Northerly to the Southwest corner of Section 32, T1S, R8W;

52. Thence Westerly to the Southwest corner of Section 31, T1S, R8W;

53. Thence Northerly to the Southwest corner of Section 30, T1S, R8W;

54. Thence Northeasterly to the Southwest corner of Section 20, T1S, R8W;

55. Thence Northerly to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 20;

56. Thence Northwesterly to the Northeast corner of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19, T1S, R8W;

57. Thence Easterly to the Northwest corner of Section 21, T1S, R8W;

58. Thence Northeasterly to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, T1S, R8W;

59. Thence Northeasterly to the Southwest corner of Section 2, T1S, R8W;

60. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, T1S, R8W;

61. Thence Northerly to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, T1N, R8W;

62. Thence Northerly to the Southeast corner of Section 24, T1N, R8W;

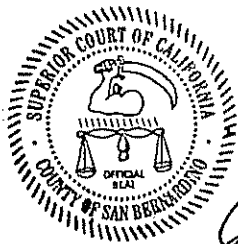
63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and

64. Thence Southerly to the Point of Beginning.

Sections Included

Said perimeter description includes all or portions of the following Townships, Ranges and Sections of San Bernardino Base and Meridian:

- T1N, R5W - Sections: 30, 31 and 32
- T1N, R6W - Sections: 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36
- T1N, R7W - Sections: 19, 20, 24, 25, 26, 29, 30, 31, 32, 35 and 36
- T1N, R8W - Sections: 25 and 36
- T1S, R5W - Sections: 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, 30, 31 and 32.
- T1S, R6W - Sections: 1 through 36, inclusive
- T1S, R7W - Sections: 1 through 36, inclusive
- T1S, R8W - Sections: 1, 2, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36
- T2S, R5W - Sections: 6, 7 and 18
- T2S, R6W - Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 29, 30 and 31
- T2S, R7W - Sections: 1 through 36, inclusive
- T2S, R8W - Sections: 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 35 and 36
- T3S, R7W - Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 20
- T3S, R8W - Section: 1.



THE DOCUMENT TO WHICH THIS CERTIFICATION IS
ATTACHED IS A FULL, TRUE AND PERFECT COPY OF
THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

OCT 29 2002

ATTEST
Clerk of the Superior Court of the State of
California, in and for the County of
San Bernardino

Terry Wittenborn
Deputy

Terry Wittenborn

92 pages

Appendix E Baseline Feeder Agreement

**RESTATED AND AMENDED AGREEMENT
FOR THE
CONSTRUCTION, OPERATION AND MAINTENANCE OF THE NEW BASELINE FEEDER**

This Restated and Amended Agreement for the Construction, Operation and Maintenance of the New Baseline Feeder (“**Restated Agreement**”) is entered into and effective this 1st day of May, 2012 by and among the City of Rialto (“**Rialto**”), Riverside Highland Water Company (“**RHWC**”), San Bernardino Valley Municipal Water District (“**Valley District**”) and West Valley Water District (“**West Valley**”). Rialto, RHWC, Valley District and West Valley are each sometimes referred to as a “**Party**” and are collectively sometimes referred to as the “**Parties.**”

Recitals

- A. On December 7, 1989, Valley District and West Valley entered into an agreement entitled “Contract Between the San Bernardino Valley Municipal Water District and West San Bernardino County Water District for a Water Supply from Facilities to be Constructed Known as the ‘Baseline Feeder.’” A true and correct copy of this agreement is attached hereto as Exhibit “A” and incorporated herein by reference.
- B. On December 11, 1989, Valley District and Rialto entered into an agreement entitled “Contract Between the San Bernardino Valley Municipal Water District and the City of Rialto for a Water Supply from Facilities to be Constructed Known as the ‘Baseline Feeder.’” A true and correct copy of this agreement is attached hereto as Exhibit “B” and incorporated herein by reference.
- C. On January 18, 1990, Valley District and RHWC entered into an agreement entitled “Contract Between the San Bernardino Valley Municipal Water District and Riverside Highland Water Company for a Water Supply from Facilities to be Constructed Known as the ‘Baseline Feeder.’” A true and correct copy of this agreement is attached hereto as Exhibit “C” and incorporated herein by reference.
- D. In October 1990, Rialto, Valley District and West Valley entered into an agreement entitled “Agreement Among the San Bernardino Valley Municipal Water District, the City of Rialto and the West San Bernardino County Water District for the Construction, Operation, and Maintenance of Phase 3 and 4 of the Baseline Feeder.” A true and correct copy of this agreement is attached hereto as Exhibit “D” and incorporated herein by reference.
- E. The Parties constructed the Baseline Feeder Pipeline and appurtenant other facilities (the “**Baseline Feeder**”) and have operated the Baseline Feeder for approximately the past twenty years for the benefit of their respective ratepayers.

- F. In recent years, however, it has become clear to the Parties that the Baseline Feeder needs substantial additional investment in order to continue to provide a reliable source of municipal supplies for Rialto, West Valley and potentially RHWC. As a result, the Parties are constructing the Baseline Feeder Well Replacement and Improvement Project (the “**Project**”), which consists of two replacement wells, a reservoir tank, a booster station, the rehabilitation and re-equipping of the Perris Street Well, and other needed appurtenances in order for Valley District to continue conveying water from the San Bernardino Basin Area (the “**SBBA**”) to users within the respective service areas of Rialto and West Valley, and potentially RHWC. More detailed specifications for the Project are shown in Exhibit “E”. The combination of the Baseline Feeder and the Project is referred to in this Restated Agreement as the “**New Baseline Feeder.**”
- G. Valley District has issued bonds to facilitate the design and construction of the Project. A copy of Valley District’s filing with the Internal Revenue Service documenting the issuance of bonds is attached as Exhibit “F”.
- H. The Parties are entering into this Restated Agreement to accomplish several objectives. First, Rialto, RHWC and West Valley seek to obtain an assurance from Valley District that the water supplies required by their respective retail customers will be available to them, on the terms and conditions specified in this Restated Agreement. Second, Rialto, RHWC and West Valley seek to obtain an assurance from Valley District that Valley District will construct, operate and maintain the New Baseline Feeder on the terms and conditions specified in this Restated Agreement. Third, Valley District seeks to obtain assurances from Rialto, RHWC and West Valley that they will pay for the cost of constructing, operating and maintaining the New Baseline Feeder, which includes paying the costs of operating, maintaining, improving and repairing the Baseline Feeder and destroying the 9th Street Well, as specified in this Restated Agreement. Fourth, all Parties wish to enter into an agreement that, to the extent feasible, avoids future disagreements over the operation and ownership of the New Baseline Feeder.
- I. The Parties wish to memorialize their agreements by entering into this Restated Agreement.

Agreements

The Parties agree as follows:

1. *Term of Agreement.*

- a. *Initial Term.* This Restated Agreement shall extend for a term of thirty (30) years, or until the debt incurred by Valley District in financing the Project is paid in full, including any interest or other charges, whichever occurs later (“**Initial Term**”).
- b. *Extensions.* This Agreement shall renew automatically for successive terms of ten (10) years unless all of the Parties agree to terminate this Restated Agreement at least one hundred twenty (120) days prior to the end of the then current term. Notwithstanding anything to the contrary contained herein, the Parties may agree, at any time after the Initial Term, to: (i) terminate this Restated Agreement and divide the New Baseline Feeder among the Parties in proportion to each Party’s share of the capital costs of those facilities, or (ii) terminate this Restated Agreement and transfer all remaining responsibilities and obligations under this Restated Agreement to a joint exercise of powers authority formed under the provisions of Government Code sections 6500 *et seq.* Notwithstanding a termination of this Restated Agreement and/or the termination of the Assignment Agreement referenced in paragraph 2.c.ii. below, Valley District shall have the continuing obligation to deliver water to the other Parties as provided in this Restated Agreement on the terms and conditions set forth herein.

2. *Construction, Operation and Maintenance of the Project*

- a. *Lease by West Valley.* The Parties acknowledge that West Valley holds title in fee simple to the land on which the two replacement wells and other associated appurtenances are being constructed. As a condition precedent to this Restated Agreement becoming effective, Valley District has entered into a lease with West Valley by which West Valley leases the land in question to Valley District, or its successors or assignees, for a period that is identical to the term of this Restated Agreement. An executed copy of the lease agreement between West Valley and Valley District is attached hereto as Exhibit “G”.
- b. *Construction.* Valley District shall construct the Project in a timely manner in accordance with the plans and specifications attached hereto as Exhibit “E”. The Parties anticipate that the Project shall be completed by June 30, 2012. Valley District shall provide monthly updates on changes to the plans, specifications, and schedules. If, at any time during the construction, Valley District projects that the total changes for construction of the Project will exceed the contracted amount by 5% or more, Valley District shall obtain the prior consent of the Parties. Valley District shall not be liable for any delays or additional costs in constructing the

Project, save for the negligence, intentional acts and willful misconduct of Valley District and its employees, agents and contractors.

- c. *Operation and Maintenance.* Upon completion of the Project, Valley District shall be solely responsible for the operation and maintenance of the Project.
- i. Absent an assignment pursuant to subparagraph ii below, Valley District shall operate and maintain the Project so that all water delivered to the other Parties complies with public health standards established by the State of California for domestic use.
 - ii. Valley District may assign its responsibility to operate and maintain the Project to any public agency certified by the California Department of Public Health or its successor to provide domestic water supplies. As of the effective date of this Agreement, Valley District intends to assign its responsibility under this subparagraph 2.c.ii to West Valley, but nothing in this Agreement shall be construed to limit Valley District's discretion to assign its responsibilities under this subparagraph 2.c.ii to an agency other than West Valley or not to assign its responsibilities to any other agency.
 - (1) Any such assignment shall be in writing and shall oblige the assignee to operate the Project so as to meet the delivery schedules established by means of this Restated Agreement.
 - (2) Any such assignment shall be made pursuant to the form assignment and assumption agreement attached hereto as Exhibit "H", and specifically, shall provide that the assignee shall, to the extent permitted by California law, indemnify, defend and hold Valley District harmless, for the operation and maintenance of the Project.
 - (3) Any such assignment shall not become effective until it is approved in writing by the Parties to this Restated Agreement. The assignment shall provide that the assignee may not assign its obligations to a third party without the prior written consent of the Parties to this Restated Agreement.
 - (4) The Parties hereby pre-approve Valley District's assignment of its responsibilities to operate and maintain the Project to West Valley by means of an assignment and assumption agreement substantially in the form attached hereto as Exhibit "H".

- (5) In the event that any Party believes that West Valley has failed to perform its obligations under the assignment referred to in the immediately preceding subparagraphs, that Party may invoke the dispute resolution provisions of paragraph 10(b) to request Valley District to revoke the assignment or take such other action as may be appropriate.
- d. *Ownership of Project Facilities.* Valley District shall own, in fee simple, all facilities constructed as part of the Project until the each of the other Parties completes payment of the capital cost of those facilities. Upon a Party's making complete payment of its share of the capital costs (and interest thereupon) of the Project facilities to Valley District, the Party may request that Valley District transfer the Party's proportional ownership of Project facilities to the Party and Valley District shall transfer such proportional ownership to the Party regardless of whether other Parties have completed making their respective capital payments.
- e. *Costs.* All Parties agree that the construction, operation and maintenance of the Project will occur at no cost to Valley District. Valley District shall finance the construction of the Project but shall be entitled to recover all of its costs (including, but not limited to, financing costs, experts and attorneys' fees, and direct expenditures) from the other Parties as specified in this Restated Agreement, save for costs directly caused by the negligence, intentional acts and willful misconduct of Valley District and its employees, agents and contractors.

3. *Deliveries of Water*

Valley District shall deliver water to the other Parties from the Project and the other Parties shall take delivery of such water on the terms and conditions specified in this Restated Agreement.

- a. *System Capacity.* The Parties understand and acknowledge that the current allowed maximum delivery from the Project is 7,500 acre-feet/year pursuant to the "*Agreement to Develop and Adopt an Institutional Controls Groundwater Management Program*" as amended. Valley District will use reasonable efforts to meet the other Parties' delivery requests on a real-time basis. However, the Parties also understand and acknowledge that deliveries may be reduced at any time due to drought, equipment failure, or other causes. Valley District shall not be liable for any reductions in deliveries, save for reductions in deliveries directly caused by the negligence, intentional acts and willful misconduct of Valley District and its employees, agents and contractors.

- b. *Maximum Delivery Quantities.* RHWC understands and acknowledges that water it may obtain under the provisions of this Agreement is a stand-by source and that RHWC does not anticipate taking deliveries on a regular basis. Notwithstanding the prior sentence, RHWC shall be entitled to obtain a maximum delivery of 900 acre-feet/year, West Valley shall be entitled to obtain a maximum delivery of 2/3 of the remaining available water, or 4,400 acre-feet if RHWC takes delivery of 900 acre-feet, up to 5,000 acre-feet if RHWC takes no delivery; and Rialto shall be entitled to obtain a maximum delivery of 1/3 of the remaining available water, or 2,200 acre-feet if RHWC takes delivery of 900 acre-feet, up to 2,500 acre-feet if RHWC takes no delivery.
- c. *Maximum Delivery Flow Rates for RHWC.* The maximum delivery flow rate for RHWC is limited to 1,000 gallons per minute.
- d. *Limits on Deliveries Outside the Boundaries of Valley District.*
 - i. *Rialto and West Valley.* Rialto and West Valley agree that all water delivered to them through the New Baseline Feeder shall be used within the boundaries of Valley District. Rialto and West Valley further agree that neither water delivered through the New Baseline Feeder nor any other water available to Rialto or West Valley that may be surplus to its needs as a result of the supply available from the New Baseline Feeder, shall be delivered or exchanged in any way for use outside the boundaries of Valley District.
 - ii. *RHWC.* RHWC agrees that all water delivered to RHWC pursuant to the terms of this Restated Agreement shall be deemed to be an “extraction” by RHWC from the SBBA under the terms of the so-called “*Western Judgment*” (*Western Municipal Water District et al. v. East San Bernardino County Water District et al.*, Riverside County Superior Court Case No. 78426). Any deliveries of water to RHWC shall be consistent with the *Western Judgment* and nothing in this Restated Agreement shall be construed to modify the provisions of the *Western Judgment* in any way. If there is any inconsistency between the provisions of the *Western Judgment* and this Restated Agreement, the terms of the *Western Judgment* shall control.
- e. *Delivery Schedule.* The Parties shall meet each December during the term of this Restated Agreement, or such other time as may be mutually agreed upon, to schedule their respective anticipated monthly demands for the following calendar year.

- i. Valley District shall prepare a monthly report detailing deliveries to the Parties during the previous month and the calendar year-to-date. Valley District shall email this report to the other Parties no later than 15 days after the receipt of delivery data for the prior month from the other Parties.
- ii. West Valley or Rialto may take deliveries greater than their respective annual allocations, *provided however*, that the other Parties receiving deliveries from the Project in that year agree to reduce their respective allocated quantities by an equivalent quantity, and *provided further* that under no circumstances shall the total deliveries in a calendar year from the Project exceed 7,500 acre-feet.
- iii. In the event that RHWC determines, after the annual delivery schedule has been established, that it requires additional water (but not in excess of the 900 afy), then Valley District shall give priority to deliveries to RHWC over deliveries to West Valley or Rialto. Any reductions in deliveries to West Valley or Rialto shall be in proportion to their respective remaining deliveries during that year.
- iv. Any modification to the annual delivery schedule agreed upon at the December meeting must be provided to Valley District at least one month prior to the month in which there is a change to the previously approved delivery schedule, save in the case of drought, disruption of State Water Project supplies, or emergency, during which each of the other Parties will provide as much notice to Valley District as is possible under the circumstances.
- v. Notwithstanding actual deliveries under the terms of this Restated Agreement, RHWC, Rialto and West Valley shall at all times be subject to the payment terms set forth in paragraph 4 below.
- f. *Water Supplies from the City of San Bernardino.* Valley District, acting on behalf of the other Parties to this Restated Agreement, will attempt to negotiate a contract with City of San Bernardino Municipal Water Department (“**SBMWD**”) for a long-term contract for delivery of water from the SBMWD’s Encanto Booster Station in the event of emergency or as additional supplemental water supply to the Project. Nothing in the preceding sentence shall require Valley District to successfully negotiate an agreement with SBMWD. The Parties understand and acknowledge that such an agreement may result in a standby/availability charge from SBMWD that would be passed through to Parties receiving water from SBMWD.

- g. *Emergency Water Supplies.* Nothing in this Restated Agreement shall be construed to prevent any Party from securing emergency or supplemental water supplies from any other water purveyor, *provided that* such emergency or supplemental water supplies may only be used within the available capacity of the New Baseline Feeder.
- h. *System Hydraulics.* Valley District, in cooperation with the other Parties to this Restated Agreement, will evaluate the New Baseline Feeder system hydraulics needed to allow the other Parties to be able to receive the water deliveries contemplated by this Restated Agreement and, not later than December 31, 2013, construct any improvements needed for such deliveries to occur.
- i. The cost of evaluating the New Baseline Feeder hydraulics, determining potential improvements that would allow the Parties to receive the water deliveries contemplated in this Restated Agreement, and implementing such improvements shall be treated as capital costs for the Project.
- ii. Valley District estimated the cost of such improvements at \$500,000 and shared that estimate with the other Parties to this Agreement. All Parties believe that the estimate is reasonable but recognize that the actual cost of such improvements may be greater or less than the estimate, depending upon a number of factors.
- iii. Valley District has financed such costs through the issuance of bonds and shall be reimbursed for such capital expenditures as provided in paragraph 4 below, provided that if Valley District anticipates that the cost of these improvements will exceed \$550,000, Valley District shall promptly consult with the other Parties to this Agreement and shall obtain their consent before proceeding further.
- i. *Temporary Interruptions of Deliveries.* Valley District may temporarily discontinue or reduce the delivery of water to the Parties for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any facilities necessary for the delivery of water to each Party. Valley District shall provide each Party with advance notice of such interruptions as far in advance as possible, except in cases of emergency, in which case advance notice need not be given. Whenever possible, Valley District shall performed scheduled maintenance, repair, or replacement of any facilities that may cause temporarily discontinue or reduce the delivery of water to the Parties between November and April and shall attempt to provide the Parties with 60-90 days' advance notice of such maintenance, repair or replacement. The interruption of service, however, shall not excuse nonpayment of amounts owed to Valley District under paragraph 4 below.

4. *Payments*

- a. *Capital Payments by RHCW.* RHCW shall pay Valley District the following amounts:
 - i. An annual minimum stand-by payment of \$12,000, payable in equal monthly installments, to defray the capital costs of the Project.
 - ii. If RHCW decides to request water delivered through the Project, RHCW will pay its proportionate share of the capital costs of the Project, with a minimum annual payment of \$12,000.
- b. *Capital Payments by Rialto and West Valley.* Rialto and West Valley shall pay Valley District the following amounts:
 - i. After subtracting RHCW's annual capital payment, as defined in paragraph 4.a. above, from the total annual capital repayment due to Valley District, West Valley shall pay Valley District 2/3 of the remaining total annual capital repayment and Rialto shall pay Valley District 1/3 of the remaining total annual capital repayment in monthly installments. These payments are to be made regardless of the quantity of water delivered to Rialto or West Valley, notwithstanding droughts, equipment failure, or any other conditions.
 - ii. If conditions or deliveries change during the course of a calendar year, Valley District shall calculate the over/undercharge and Rialto and/or West Valley shall pay those over/undercharges during the following calendar year, without interest. Sample procedures for these calculations are shown in Exhibit "I" and an example of the capital payment schedule is shown in Exhibit "J".
- c. *Additional Payment by Rialto.* Rialto shall make a monthly payment to Valley District as consideration for Valley District's amortizing the outstanding balance for past Baseline Feeder charges. The annual charge is shown in Exhibit "J".
- d. *Payment for State Water Project Water Recharge.* RHCW, Rialto and West Valley shall each make a monthly payment to Valley District for Valley District to recharge State Water Project Water in the Sweetwater, Devil Canyon, Badger, and Waterman basins. Each Party's payment shall be equal to the product of: (i) 25%, (ii) the quantity of water in acre-feet delivered to the Party during the preceding calendar year, and (iii) the unit cost of recharge water in acre-feet as determined by Valley District as part of its Cooperative Recharge Program or any successor program. The current unit cost of recharge water is \$118/af. Each

Party shall pay, on a monthly basis, its share of costs for the State Water Project Water Recharge.

- e. *Payments to Defray Operation and Maintenance Costs.* Each Party shall pay, on a monthly basis, its share of the costs incurred by Valley District to operate and maintain the Project. Such costs include, but are not limited to, actual pumping, maintenance and replacement costs, plus actual treatment costs, if any, including any treatment costs associated with the removal of contaminants to levels that comply with health-based standards issued by the California Department of Public Health and/or other state or federal regulatory agencies.
- i. Valley District shall, not later than each November 1, tabulate its total costs for operating and maintaining the Project during the then-current calendar year (projected for a 12-month period) and provide its estimate of costs for the then-current and subsequent calendar years to the other Parties. Valley District may include in such tabulation of costs, but is not limited to, experts and attorneys' fees, and direct expenditures. Valley District may not charge a premium or general/administrative fee for operating or maintaining the Project.
- ii. Each Party's share of the costs of operating and maintaining the Project shall be the product of: (i) unit water cost for the year, which is the total operation and maintenance costs incurred by Valley District divided by the amount of water delivered, and (ii) the quantity of water delivered to the Party.
- iii. Initially, the Parties estimate that the unit cost of water will be \$90/acre-foot.
- iv. Valley District will adjust unit costs based on the actual operation, maintenance and State Water Project Water recharge costs for each calendar year. Valley District will invoice RHCW, Rialto and West Valley for any over/undercharges by spreading those charges over the next 12 monthly bills as a "true up." An example of a "true up" calculation is shown as Exhibit "T".
- v. If, at any time during a calendar year, Valley District projects that the total annual cost for operation and maintenance of the Project during the year will exceed the budgeted amount by 10% or more, the Parties shall promptly meet to determine whether to: (i) increase the budget, (ii) modify the expense line items to keep actual expenses within 10% of the budgeted amount, or (iii) take any other action(s) that may be appropriate under the circumstances. All Parties must consent to any action taken under this subparagraph v.

- f. *Payments Obligatory.* Each Party shall make all payments required by this Restated Agreement as they become due, notwithstanding any individual default by its customers or users, any dispute over charges, or any change in water deliveries, capital costs, operation and maintenance costs or otherwise.

5. *Provisions Applying to the Ninth Street Well and the Baseline Feeder*

- a. *Ownership of Capacity.* The Parties agree to the following ownership of capacity by percentages for each phase of the Baseline Feeder, shown on Exhibit "K", and the 9th St. Well, which are based on the proportionate share of capital costs paid by each Party.

Agency	9 th St Well & Surge Chamber	BLF Wasteline	BLF Phase I	BLF Phase II	BLF Phase III	BLF Phase IV
Valley District	18.5%	18.5%	18.5%	18.5%	33.3%	33.3%
West Valley	48%	48%	48%	48%	33.3%	33.3%
Rialto	24%	24%	24%	24%	33.3%	33.3%
RHWC	9.5%	9.5%	9.5%	9.5%	0%	0%

- b. *Relation to Prior Agreement.* Valley District, West Valley and Rialto agree that this Restated Agreement supplements the "Agreement among the San Bernardino Valley Municipal Water District, the City of Rialto, and West San Bernardino County Water District for the Construction, Operation, and Maintenance of Phase 3 and 4 of the Baseline Feeder" executed in October 1990. To the extent that the terms of this Restated Agreement are inconsistent with the terms of the aforementioned agreement, the terms of this Restated Agreement shall control.
- c. *Responsibility for Works.* Valley District shall be responsible for the operation, maintenance, improvements, and repairs of the 9th St Well Site (including the surge chamber) and the Baseline Feeder Phase I, II, and wasteline pipeline. West Valley shall be responsible for the operation, maintenance, improvements, and repairs of the Baseline Feeder Phase III and IV pipeline.
- d. *Destruction of the Ninth Street Well.* The 9th St. Well equipment became inoperable in August 2005 due to deteriorated well casing and has been destroyed. The Parties agree to allocate the costs of well destruction in accordance with the proportionate share of ownership for the well as shown in the table above.

- e. *Annual Budget.* Valley District and West Valley shall annually prepare a budget for the operation, maintenance, improvements and repairs of the works for which they are responsible, as described in paragraph 5.c. above during the subsequent calendar year and shall present that budget to the other Parties for review and approval no later than each December 1.
- i. The budget will estimate the work required during the subsequent year, but Valley District and West Valley, in their respective reasonable discretion, may adjust the work to be performed as be required by good engineering practice.
 - ii. The budget shall allocate the costs of the work to be performed in proportion to the Parties' ownership shares of the various facilities as shown in the table above.
 - iii. If, at any time during a calendar year, Valley District or West Valley project that the total annual cost for operation and maintenance during the year will exceed the budgeted amount by 10% or more, the Parties shall promptly meet to determine whether to: (i) increase the budget, (ii) modify the expense line items to keep actual expenses within 10% of the budgeted amount, or (iii) take any other action(s) that may be appropriate under the circumstances. All Parties must consent to any action taken under this subparagraph iii.
 - iv. At the conclusion of each calendar year, Valley District and West Valley shall retain and credit for the next year any payments in excess of a Party's share of the actual work performed or invoice a Party for its underpayment for actual work performed.
 - v. All Parties shall pay all invoices issued by Valley District or West Valley within 30 days of receipt.
- f. *Advance Notice of Work.* Any planned work to operate, maintain, improve or repair these facilities shall be coordinated with all Parties as far in advance as reasonably feasible, except in cases of emergency, in which case advance notice need not be given. Whenever possible, Valley District and West Valley shall performed scheduled maintenance, repair, or replacement of any facilities that may cause temporarily discontinue or reduce the delivery of water to the Parties between November and April and shall attempt to provide the Parties with 60-90 days' advance notice of such maintenance, repair or replacement. Valley District and West Valley may, in their sole discretion, perform required work with their own forces, may contract for such work with other Parties or other public agencies, or may contract for such work with licensed contractors. The

interruption of service, however, shall not excuse nonpayment of amounts owed to either Valley District or West Valley.

6. *Use of Another Party's Capacity.* Each Party may use capacity owned by another Party, provided: (i) such capacity is not being used by the Party owning the capacity, (ii) there is a written agreement between the Parties involved for the use of such capacity, (iii) the Party using another Party's capacity agrees to pay the full cost (capital and operations and maintenance) associated with that capacity, and (iv) the agreement is also approved by the other Parties to this Restated Agreement. A Party may also lease its unused capacity to a non-Party on the terms described in the immediately preceding sentence, *provided however* that all Parties shall have a right of first refusal to lease such unused capacity.

7. *Additional Facilities.*

a. *Good Faith Negotiations.* The Parties recognize that, from time to time, one or more Parties may decide to construct additional facilities, pipeline, wells, and/or booster stations that increase the capacity of the New Baseline Feeder, improve its performance, provide additional flexibility, or otherwise serve the public interest. The Parties agree to negotiate, in good faith, the terms under which additional capacity, terms of operation, and costs and operating criteria for these new facilities are to be provided. The Parties agree, however, that the costs of any new facilities needed to meet increased demand (including but not limited to planning, design, permitting and construction and operation and maintenance) shall be allocated among the Parties proportionally based on the allocation of the additional production.

b. *Consistency with ICGMP Agreement.* If the Parties determine that it is necessary to expand the New Baseline Feeder in order to meet increased demands in the future, the Parties agree to work collaboratively in accordance with the "Agreement to Develop and Adopt an Institutional Controls Groundwater Management Program" as amended, to obtain any necessary approvals from local, state or federal regulatory agencies.

8. *Additional Parties.* The Parties recognize that public agencies that do not currently receive water deliveries from the Baseline Feeder or that will not receive water in the future from the New Baseline Feeder may wish to become Parties to this Restated Agreement. The Parties agree that such non-Parties may become Parties, with the consent of all of the then-current Parties, on the following terms and conditions:

a. Any new Party must pay a proportional share of the capital cost of the facility(ies) that are needed to deliver water to the new Party, including payment for capital costs incurred by the Parties prior to the date on which the new Party enters into this Restated Agreement.

- b. The current Parties to this Restated Agreement must agree that there is unused capacity available for the new Party and/or one or more Parties must agree to assign all or a portion of their current capacity to the new Party.
- c. Prior to any such assignment, each current Party shall have a right of first refusal to purchase such unused or potentially assignable capacity from the other Party on the same terms and conditions as the other Party offered the capacity to the new Party.

9. *Indemnification*

- a. *Indemnification by Valley District.* Valley District shall indemnify, defend and hold harmless RHCW, Rialto and West Valley, their directors, officers, employees and agents from and against all damages, liabilities, claims, actions, demands, costs and expenses (including, but not limited to, costs of investigations, lawsuits and any other proceedings whether in law or in equity, settlement costs, attorneys' fees and costs), and penalties or violations of any kind, which arise out of, result from, or are related to Valley District's performance of its obligations under this Restated Agreement.
- b. *Indemnification by RHCW, Rialto and West Valley.* RHCW, Rialto and West Valley shall each indemnify, defend and hold harmless Valley District, its directors, officers, employees and agents from and against all damages, liabilities, claims, actions, demands, costs and expenses (including, but not limited to, costs of investigations, lawsuits and any other proceedings whether in law or in equity, settlement costs, attorneys' fees and costs), and penalties or violations of any kind, which arise out of, result from, or are related to the performance of RHCW, Rialto and/or West Valley's respective obligations under this Restated Agreement.
- c. *Indemnification Procedures.* Any Party that is an indemnified party (the "**Indemnified Party**") that has a claim for indemnification against the other Party (the "**Indemnifying Party**") under this Restated Agreement, shall promptly notify the Indemnifying Party in writing, *provided, however*, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation unless (and then solely to the extent) the Indemnifying Party is prejudiced. Further, the Indemnified Party shall promptly notify the Indemnifying Party of the existence of any claim, demand, or other matter to which the indemnification obligations would apply, and shall give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with counsel of its own selection, *provided* that the Indemnified Party shall at all times also have the right to fully participate in the disputed matter at its own expense. If the Indemnifying Party, within a reasonable time after notice from the Indemnified Party, fails to defend a claim, demand or other

matter to which the indemnification obligations would apply, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter, on behalf, or for the account, and at the risk, of the Indemnifying Party. If the claim is one that cannot by its nature be defended solely by the Indemnifying Party, then the Indemnified Party shall make available all information and assistance to the Indemnifying Party that the Indemnifying Party may reasonably request.

10. *Administration of Restated Agreement*

- a. *Books and Records.* Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Restated Agreement. Specifically, RHWC, Rialto and West Valley shall have access to all the accounting records and meter readings taken by Valley District or its contracted operator upon reasonable advance notice to Valley District.
 - i. *Retention of Records; Preservation of Privilege.* Each Party retain all such books, documents, papers or other records to facilitate such review in accordance with that Party's record retention policy. Access to each Party's books and records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.
 - ii. *Annual Approval of Project Accounting.* No later than each March 1, the Parties shall review and approve the accounting records for project expenditures in the prior year. To facilitate such review and approval, Valley District and West Valley shall provide accounting records for the prior calendar year to the other Parties no later than January 31 of each year.
 - iii. *Outside Auditors.* Any Party may, at any time and at its sole cost, hire an auditor to examine the accounting for work performed pursuant to this Restated Agreement. The Parties may also agree to retain an independent auditor to review the accounting for work performed pursuant to this Restated Agreement. The costs of such an auditor will be shared proportionally among the Parties based on their respective percentages of the capital cost for the year(s) for which records are examined.
- b. *Disputes.* The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Restated Agreement. The Parties agree that they may attempt to resolve disputes as follows:

- i. *Statement Describing Alleged Violation or Interruption of Restated Agreement.* A Party or Parties alleging a violation or interruption of this Restated Agreement (the “**Initiating Party(ies)**”) shall provide a written statement describing all facts that it believes constitute a violation or interruption of this Restated Agreement to the Party(ies) alleged to have violated or interrupted the terms of this Restated Agreement (the “**Responding Party(ies)**”).
- ii. *Response to Statement of Alleged Violation or Interruption.* The Responding Party(ies) shall have sixty days from the date of the written statement to prepare a written response to the allegation of a violation or interruption of this Restated Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation or interruption to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty days of the date of the response to attempt to resolve the dispute amicably.
- iii. *Mediation of Dispute.* If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Councilperson. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies).
- iv. *Prior to Claims Under California Tort Claims Act.* The Parties agree that the procedure described in this paragraph 10.b. represents an effort to resolve disputes without the need for a formal claim under the California Tort Claims Act or other applicable law. The period of time for the presentation of a claim by one Party against another shall be tolled for the period from the date on which the Initiating Party(ies) file a written statement until the date upon which the mediator renders a decision.
- v. *Reservation of Rights.* Nothing in this paragraph 10.b. shall require a Party to comply with a decision of the mediator and, after the completion of the mediation process described above, each Party shall retain and may exercise at any time all legal and equitable rights and remedies it may have to enforce the terms of this Restated Agreement; provided, that prior to commencing litigation, a Party shall provide at least five calendar days’ written notice of its intent to sue to all Parties.

11. *General Provisions.*

- a. *Authority.* Each signatory of this Restated Agreement represents that s/he is authorized to execute this Restated Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Restated Agreement and to perform all obligations under this Restated Agreement.
- b. *Amendment.* This Restated Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Restated Agreement.
- c. *Jurisdiction and Venue.* This Restated Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Restated Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.
- d. *Headings.* The paragraph headings used in this Restated Agreement are intended for convenience only and shall not be used in interpreting this Restated Agreement or in determining any of the rights or obligations of the Parties to this Restated Agreement.
- e. *Construction and Interpretation.* This Restated Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Restated Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Restated Agreement.
- f. *Entire Agreement.* This Restated Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Restated Agreement and, save as expressly provided in this Restated Agreement, supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Restated Agreement.
- g. *Partial Invalidity.* If, after the date of execution of this Restated Agreement, any provision of this Restated Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Restated Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- h. *Successors and Assigns.* This Restated Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Restated Agreement. Save as described in paragraph 2 above, no Party may

assign its interests in or obligations under this Restated Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

- i. *Waivers.* Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Restated Agreement and forbearance to enforce one or more of the rights or remedies provided in this Restated Agreement shall not be deemed to be a waiver of that right or remedy.
- j. *Attorneys' Fees and Costs.* The prevailing Party in any litigation or other action to enforce or interpret this Restated Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.
- k. *Necessary Actions.* Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Restated Agreement.
- l. *Compliance with Law.* In performing their respective obligations under this Restated Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.
- m. *Third Party Beneficiaries.* This Restated Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.
- n. *Counterparts.* This Restated Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- o. *Notices.* All notices, requests, demands or other communications required or permitted under this Restated Agreement shall be in writing unless provided otherwise in this Restated Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

CITY OF RIALTO

City Manager
City of Rialto
150 S. Palm Ave.
Rialto, CA 92376
(909) 820-2525 (telephone)
(909) 873-2921 (facsimile)

RIVERSIDE HIGHLAND WATER COMPANY

General Manager
Riverside Highland Water Company
12374 Michigan Street
Grand Terrace, CA 92313-5602
(909) 825-4128 (telephone)
(909) 825-1715 (facsimile)

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

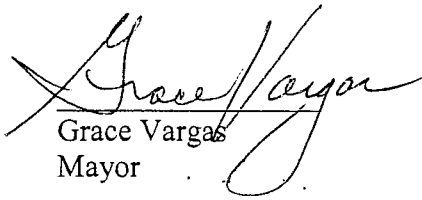
General Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408-2725
(909) 387-9200 (telephone)
(909) 387-9247 (facsimile)

WEST VALLEY WATER DISTRICT

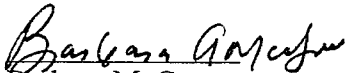
General Manager
West Valley Water District
855 W. Base Line Rd.
Rialto, CA 92377
(909) 875-1804 (telephone)
(909) 875-1849 (facsimile)

---- Signatures on the following page ----

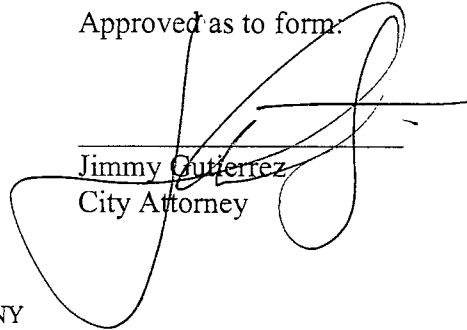
CITY OF RIALTO


Grace Vargas
Mayor

Attest:


Barbara McGee
City Clerk

Approved as to form:


Jimmy Gutierrez
City Attorney

RIVERSIDE HIGHLAND WATER COMPANY

William McKeever, President
Board of Directors

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

C. Patrick Milligan
President, Board of Directors

WEST VALLEY WATER DISTRICT

Attest:

Earl Tillman, Jr., President
Board of Directors

Peggy Asche
Secretary of the Board of Directors

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President, Board of Directors

WEST VALLEY WATER DISTRICT

Earl Tillman, Jr., President
Board of Directors

Attest:

Peggy Asche
Secretary of the Board of Directors

EXHIBIT "A"

CONTRACT BETWEEN THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND WEST SAN BERNARDINO COUNTY WATER DISTRICT FOR A WATER SUPPLY FROM FACILITIES TO BE CONSTRUCTED KNOWN AS THE "BASELINE FEEDER"

This agreement is made by and between the San Bernardino Valley Municipal Water District, a municipal water district organized and existing under the Municipal Water District Law of 1911, hereinafter "SBVMWD," and West San Bernardino County Water District, a county water district organized and existing under the County Water District Law, hereinafter "West District," on the date written at the end hereof.

RECITALS

The SBVMWD proposes to construct water facilities known as the "Baseline Feeder" consisting of a pipeline and associated facilities to convey water from the southern and central part of the San Bernardino Basin to users on the west side of the SBVMWD. It is anticipated that the SBVMWD will finance the cost of such facilities through arrangements with a lender or lenders. The parties desire to provide assurance through this agreement and related agreements that the additional water supply required by West District will be available to it, and that the cost of the facilities to be constructed pursuant to this agreement will be

amortized by the parties contracting for such supply.

NOW THEREFORE, IT IS AGREED as follows:

1. The SBVMWD shall construct the Baseline Feeder facilities for delivery of water into West District's distribution system as shown on Plate 1. In performing such construction the wells shall be drilled and tested prior to construction of the other facilities. Upon completion of the facilities SBVMWD shall deliver water to West District's system in quantities as required to meet the delivery schedule of West District arranged pursuant to this agreement. Except as otherwise specifically agreed by SBVMWD, the facilities constructed by the SBVMWD shall be its property, and it shall be responsible for their operation, maintenance and replacement.

2. West District shall be entitled to delivery of water from the Baseline Feeder in the flow rates and amounts and upon the schedule attached hereto as Exhibit "A". During the period this agreement is in effect or any extension thereof, SBVMWD shall reserve capacity in the Baseline Feeder facilities to make such deliveries to West District. West District shall periodically submit a schedule of actual deliveries desired so that reasonable operation requirements for such deliveries may be met. The water delivered shall comply with public health standards for domestic use. Deliveries shall be made in accordance with the SBVMWD Rules and Regulations for the Sale and Delivery of Water as they may from time to time be in effect.

3. West District shall pay for its rights to the delivery of water provided herein in accordance with the schedule set forth on Exhibit "B" attached hereto. Failure or refusal to accept delivery of project water to which it is entitled shall in no way relieve it of its obligation to make payments to the SBVMWD as provided for herein. West District shall make such payments as they become due, notwithstanding any individual default by its customers or users, or any change in its requirements.

4. The water made available for delivery hereunder shall be delivered for use only within the boundaries of the SBVMWD, and West District agrees that neither such water nor any other water available to West District which may be surplus to its needs as a result of the supply available from the Baseline Feeder, shall be delivered or exchanged for use outside the SBVMWD.

5. This agreement shall be in effect for a period of 20 years commencing January 1, 1990 and ending December 31, 2009; provided that it shall not terminate until the debt incurred by the SBVMWD for the Baseline Feeder Facilities is paid in full. At any time during the last year (2009) if West District is not then in default under the terms herein, West District may extend this agreement for an additional 10 years by written notice given to SBVMWD. West District shall have options to extend this agreement for two additional 10 year periods, each to be exercisable during the last year to which this agreement has theretofore been extended, if West District is not then in

default.

6. This agreement shall be contingent upon the occurrence of all the following events on or before February 1, 1990.

a. Execution of sufficient purchase agreements with the City of Rialto and other users for the Baseline Feeder project to guarantee the SBVMWD that it will receive payments sufficient to cover the capital cost of the facilities.

b. Execution of an agreement with the City of San Bernardino providing for the right of way for the pipeline.

c. Execution of an agreement with the San Bernardino County Flood Control District providing for the Baseline Feeder to cross San Bernardino County Flood Control District property and facilities.

On or about said date, SBVMWD shall notify West District whether or not such contingencies have occurred. If such contingencies have not occurred, this agreement shall be of no further force and effect; if such contingencies have occurred the parties hereto shall proceed with the fulfillment of the terms hereof.

7. West District shall have access to all the accounting records and meter readings taken by SBVMWD upon reasonable notice to SBVMWD.

8. Neither this Agreement nor any duties or obligations hereunder shall be assigned by West District without the prior written consent of the SBVMWD, and any such assignment without the consent of the SBVMWD shall at its option be void. Subject to the foregoing, this agreement and all of its provisions shall apply to and bind the successors and assigns of the parties.

9. Each party to this Agreement agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

10. This Agreement may be amended in writing by unanimous action of the Parties.

11. If a dispute arises as to the interpretation or implementation of any provision of this Agreement, the issue or issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purposes, an arbitrator shall be selected by agreement of the Parties. The agreed-upon arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9, Part 3, of the California Code of Civil Procedure (Section 1280 et seq.).

12. In the event of legal action or arbitration to enforce or interpret this Agreement or any of its provisions, the prevailing Party shall be entitled, in addition to any other form of relief, to recover its reasonable attorney's fees and costs of suit.

13. The SBVMWD may temporarily discontinue or reduce the delivery of water to the West District hereunder for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any facilities necessary for the delivery of water to West District. The SBVMWD shall notify West District as far in advance as possible of any such discontinuance or reduction, except in cases of emergency, in which case advance notice need not be given. As nearly as possible any discontinuance or reduction in service shall be scheduled between October 1 and May 1. No such temporary discontinuance or reduction in deliveries shall excuse payment of the minimum monthly installment as set forth in Exhibit "B".

14. (a) Neither SBVMWD nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder project water supplied to West District after such water has been delivered into West District facilities; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said point; and West District shall indemnify and hold harmless SBVMWD and its officers, agents, and employees from any such damages or claims of damages.

(b) Neither West District nor any of its officers, agents, or employees shall be liable for the control, carriage,

handling, use, disposal, or distribution of Baseline Feeder project water before such water has passed out of the facilities constructed and owned by SBVMWD; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water before it has passed beyond said point; and the SBVMWD shall indemnify and hold harmless West District and its officers, agents, and employees from any such damages or claims of damages.

15. It is recognized that from time to time additional facilities, pipelines, wells and/or booster stations may be constructed in addition to the Baseline Feeder facilities. West District and SBVMWD agree to negotiate in good faith additional capacity, terms of operation, and costs for these new facilities and to reach agreement upon the costs and operating criteria for these new facilities before changing the then current operating and payment provisions for the Baseline Feeder facilities as provided in this agreement.

16. West District and SBVMWD foresee the desirability of providing for potential future participation in the Baseline Feeder Facilities for agencies which do not currently need a supply of water therefrom. Any agreement made by SBVMWD reserving capacity for future use shall require payment of a proportionate share of the capital cost component of the pricing formula, including provisions for any prior capital costs.

17. Except as may be otherwise agreed by the parties

hereto, after West District has commenced making payments under this contract and until the debt incurred to finance the Baseline Feeder facilities has been paid off, any contract entered into by the SBVMWD with any other entity which entitles such entity to delivery of water from the Baseline Feeder facilities and reserves capacity in the Baseline Feeder facilities to make such deliveries shall require such entity to make payment at not less than the terms and rates specified in this contract, including provision for prior capital costs.

18. SBVMWD may, at its option, waive satisfaction of the contingencies specified in section 6.

Dated: November 29, 1989

San Bernardino Valley
Municipal Water District

by 
President

ATTEST:


Secretary

Dated: December 7, 1989

West San Bernardino County
Water District

by 
President

ATTEST:


Secretary

EXHIBIT "A"

Schedule of Deliveries Available

	<u>Maximum Flow Rate</u>
First Year	2,000 gpm
Subsequent Years	4,000 gpm

EXHIBIT "B"

Payment Schedule

Price per acre foot

Price per acre foot shall be determined as follows:

<u>Fiscal Year</u>	<u>Pricing formula</u>
1st	\$80.00
2nd through 20th	The higher of (a) \$80.00; or (b) \$30.00 capital recovery charge (adjusted as provided below), plus actual pumping and maintenance cost, plus actual treatment cost, if any, as determined by the SBVMWD board.
after 20th	As set by the SBVMWD board

The first fiscal year shall commence the first day of the first month in which deliveries are made, or the first day of the sixth month prior to the first month in which SBVMWD has an obligation to make payments on principal or interest of debt incurred to construct the Baseline Feeder Facilities, whichever is earlier. The \$30 capital recovery charge shall be adjusted annually to reflect the actual capital payments for the Baseline Feeder facilities.

Minimum Annual Payment

The minimum annual payment shall be an amount computed at the above price per acre foot for 2,500 acre feet for the first year and for 5,000 acre feet for subsequent years.

Payment Schedule

The minimum annual payment shall be made in 12 equal monthly installments ("minimum monthly installment") due on the first day

of each month. Payment for quantities delivered in excess of the quantity covered by the minimum monthly installment shall be made by the 15th day of the following month, and may be deducted from the minimum monthly installment in any subsequent month in such fiscal year in which the minimum monthly installment exceeds a charge based on the price per acre foot, to the extent of such excess.

EXHIBIT "B"

CONTRACT BETWEEN THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND CITY OF RIALTO FOR A WATER SUPPLY FROM FACILITIES TO BE CONSTRUCTED KNOWN AS THE "BASELINE FEEDER"

This agreement is made by and between the San Bernardino Valley Municipal Water District, a municipal water district organized and existing under the Municipal Water District Law of 1911, hereinafter "SBVMWD," and City of Rialto, hereinafter "Rialto," on the date written at the end hereof.

RECITALS

The SBVMWD proposes to construct water facilities known as the "Baseline Feeder" consisting of a pipeline and associated facilities to convey water from the southern and central part of the San Bernardino Basin to users on the west side of the SBVMWD. It is anticipated that the SBVMWD will finance the cost of such facilities through arrangements with a lender or lenders. The parties desire to provide assurance through this agreement and related agreements that the additional water supply required by Rialto will be available to it, and that the cost of the facilities to be constructed pursuant to this agreement will be amortized by the parties contracting for such supply.

NOW THEREFORE, IT IS AGREED as follows:

1. The SBVMWD shall construct the Baseline Feeder

facilities for delivery of water into Rialto's distribution system as shown on Plate 1. In performing such construction the wells shall be drilled and tested prior to construction of the other facilities. Upon completion of the facilities SBVMWD shall deliver water to Rialto's system in quantities as required to meet the delivery schedule of Rialto arranged pursuant to this agreement. Except as otherwise specifically agreed by SBVMWD, the facilities constructed by the SBVMWD shall be its property, and it shall be responsible for their operation, maintenance and replacement.

2. Rialto shall be entitled to delivery of water from the Baseline Feeder in the flow rates and amounts and upon the schedule attached hereto as Exhibit "A". During the period this agreement is in effect or any extension thereof, SBVMWD shall reserve capacity in the Baseline Feeder facilities to make such deliveries to Rialto. Rialto shall periodically submit a schedule of actual deliveries desired so that reasonable operation requirements for such deliveries may be met. The water delivered shall comply with public health standards for domestic use. Deliveries shall be made in accordance with the SBVMWD Rules and Regulations for the Sale and Delivery of Water as they may from time to time be in effect.

3. Rialto shall pay for its rights to the delivery of water provided herein in accordance with the schedule set forth on Exhibit "B" attached hereto. Failure or refusal to accept delivery of project water to which it is entitled shall in no way

relieve it of its obligation to make payments to the SBVMWD as provided for herein. Rialto shall make such payments as they become due, notwithstanding any individual default by its customers or users, or any change in its requirements.

4. The water made available for delivery hereunder shall be delivered for use only within the boundaries of the SBVMWD, and Rialto agrees that neither such water nor any other water available to Rialto which may be surplus to its needs as a result of the supply available from the Baseline Feeder, shall be delivered or exchanged for use outside the SBVMWD.

5. This agreement shall be in effect for a period of 20 years commencing January 1, 1990 and ending December 31, 2009; provided that it shall not terminate until the debt incurred by the SBVMWD for the Baseline Feeder Facilities is paid in full. At any time during the last year (2009) if Rialto is not then in default under the terms herein, Rialto may extend this agreement for an additional 10 years by written notice given to SBVMWD. Rialto shall have options to extend this agreement for two additional 10 year periods, each to be exercisable during the last year to which this agreement has theretofore been extended, if Rialto is not then in default.

6. This agreement shall be contingent upon the occurrence of all the following events on or before February 1, 1990.

a. Execution of sufficient purchase agreements with the West San Bernardino County Water District and other users for the

Baseline Feeder project to guarantee the SBVMWD that it will receive payments sufficient to cover the capital cost of the facilities.

b. Execution of an agreement with the City of San Bernardino providing for the right of way for the pipeline.

c. Execution of an agreement with the San Bernardino County Flood Control District providing for the Baseline Feeder to cross San Bernardino County Flood Control District property and facilities.

On or about said date, SBVMWD shall notify Rialto whether or not such contingencies have occurred. If such contingencies have not occurred, this agreement shall be of no further force and effect; if such contingencies have occurred the parties hereto shall proceed with the fulfillment of the terms hereof.

7. Rialto shall have access to all the accounting records and meter readings taken by SBVMWD upon reasonable notice to SBVMWD.

8. Neither this Agreement nor any duties or obligations hereunder shall be assigned by Rialto without the prior written consent of the SBVMWD, and any such assignment without the consent of the SBVMWD shall at its option be void. Subject to the foregoing, this agreement and all of its provisions shall apply to and bind the successors and assigns of the parties.

9. Each party to this Agreement agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

10. This Agreement may be amended in writing by unanimous action of the Parties.

11. If a dispute arises as to the interpretation or implementation of any provision of this Agreement, the issue or issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purposes, an arbitrator shall be selected by agreement of the Parties. The agreed-upon arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9, Part 3, of the California Code of Civil Procedure (Section 1280 et seq.).

12. In the event of legal action or arbitration to enforce or interpret this Agreement or any of its provisions, the prevailing Party shall be entitled, in addition to any other form of relief, to recover its reasonable attorney's fees and costs of suit.

13. The SBVMWD may temporarily discontinue or reduce the delivery of water to the Rialto hereunder for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any facilities necessary for the delivery of water to Rialto. The SBVMWD shall notify Rialto as far in advance as

possible of any such discontinuance or reduction, except in cases of emergency, in which case advance notice need not be given. As nearly as possible any discontinuance or reduction in service shall be scheduled between October 1 and May 1. No such temporary discontinuance or reduction in deliveries shall excuse payment of the minimum monthly installment as set forth in Exhibit "B".

14. (a) Neither SBVMWD nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder project water supplied to Rialto after such water has been delivered into Rialto facilities; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said point; and Rialto shall indemnify and hold harmless SBVMWD and its officers, agents, and employees from any such damages or claims of damages.

(b) Neither Rialto nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder project water before such water has passed out of the facilities constructed and owned by SBVMWD; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of

such water before it has passed beyond said point; and the SBVMWD shall indemnify and hold harmless Rialto and its officers, agents, and employees from any such damages or claims of damages.

15. It is recognized that from time to time additional facilities, pipelines, wells and/or booster stations may be constructed in addition to the Baseline Feeder facilities. Rialto and SBVMWD agree to negotiate in good faith additional capacity, terms of operation, and costs for these new facilities and to reach agreement upon the costs and operating criteria for these new facilities before changing the then current operating and payment provisions for the Baseline Feeder facilities as provided in this agreement.

16. Rialto and SBVMWD foresee the desirability of providing for potential future participation in the Baseline Feeder Facilities for agencies which do not currently need a supply of water therefrom. Any agreement made by SBVMWD reserving capacity for future use shall require payment of a proportionate share of the capital cost component of the pricing formula, including provisions for any prior capital costs.

17. Except as may be otherwise agreed by the parties hereto, after Rialto has commenced making payments under this contract and until the debt incurred to finance the Baseline Feeder facilities has been paid off, any contract entered into by the SBVMWD with any other entity which entitles such entity to delivery of water from the Baseline Feeder facilities and reserves capacity in the Baseline Feeder facilities to make such

deliveries shall require such entity to make payment at not less than the terms and rates specified in this contract, including provision for prior capital costs.

18. SBVMWD may, at its option, waive satisfaction of the contingencies specified in section 6.

Dated: November 29, 1989

San Bernardino Valley
Municipal Water District

by 
President

ATTEST:


Secretary

Dated: December 11, 1989

City of Rialto

by 
Mayor John Longville

ATTEST:

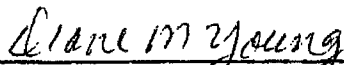

Deputy City Clerk Diane Young

EXHIBIT "A"

Schedule of Deliveries Available

	<u>Maximum Flow Rate</u>
First Year	2,000 gpm
Subsequent Years	4,000 gpm

EXHIBIT "B"

Payment Schedule

Price per acre foot

Price per acre foot shall be determined as follows:

<u>Fiscal Year</u>	<u>Pricing formula</u>
1st	\$80.00
2nd through 20th	The higher of (a) \$80.00; or (b) \$30.00 capital recovery charge (adjusted as provided below), plus actual pumping and maintenance cost, plus actual treatment cost, if any, as determined by the SBVMWD board.
after 20th	As set by the SBVMWD board

The first fiscal year shall commence the first day of the first month in which deliveries are made, or the first day of the sixth month prior to the first month in which SBVMWD has an obligation to make payments on principal or interest of debt incurred to construct the Baseline Feeder Facilities, whichever is earlier. The \$30 capital recovery charge shall be adjusted annually to reflect the actual capital payments for the Baseline Feeder facilities.

Minimum Annual Payment

The minimum annual payment shall be an amount computed at the above price per acre foot for 2,500 acre feet for the first year and for 2,500 acre feet for subsequent years.

Payment Schedule

The minimum annual payment shall be made in 12 equal monthly installments ("minimum monthly installment") due on the first day

of each month. Payment for quantities delivered in excess of the quantity covered by the minimum monthly installment shall be made by the 15th day of the following month, and may be deducted from the minimum monthly installment in any subsequent month in such fiscal year in which the minimum monthly installment exceeds a charge based on the price per acre foot, to the extent of such excess.

EXHIBIT "C"

CONTRACT BETWEEN THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND RIVERSIDE HIGHLAND WATER COMPANY FOR A WATER SUPPLY FROM FACILITIES TO BE CONSTRUCTED KNOWN AS THE "BASELINE FEEDER"

This agreement is made by and between the San Bernardino Valley Municipal Water District, a municipal water district organized and existing under the Municipal Water District Law of 1911, hereinafter "SBVMWD," and Riverside Highland Water Company, a mutual water company organized and existing under the laws of the State of California, hereinafter "RHWC," on the date written at the end hereof.

RECITALS

The SBVMWD proposes to construct water facilities known as the "Baseline Feeder" consisting of a pipeline and associated facilities to convey water from the southern and central part of the San Bernardino Basin to users on the west side of the SBVMWD. It is anticipated that the SBVMWD will finance the cost of such facilities through arrangements with a lender or lenders. The parties desire to provide assurance through this agreement and related agreements that the additional water supply required by RHWC will be available to it, and that the cost of the facilities to be constructed pursuant to this agreement will be amortized by the parties contracting for such supply.

NOW THEREFORE, IT IS AGREED as follows:

1. The SBVMWD shall construct the Baseline Feeder

facilities for delivery of water into RHWC's distribution system as shown on Plate 1. In performing such construction the wells shall be drilled and tested prior to construction of the other facilities. Upon completion of the facilities SBVMWD shall deliver water to RHWC's system in quantities as required to meet the delivery schedule of RHWC arranged pursuant to this agreement. Except as otherwise specifically agreed by SBVMWD, the facilities constructed by the SBVMWD shall be its property, and it shall be responsible for their operation, maintenance and replacement.

2. RHWC shall be entitled to delivery of water from the Baseline Feeder in the flow rates and amounts and upon the schedule attached hereto as Exhibit "A". During the period this agreement is in effect or any extension thereof, SBVMWD shall reserve capacity in the Baseline Feeder facilities to make such deliveries to RHWC. RHWC shall periodically submit a schedule of actual deliveries desired so that reasonable operation requirements for such deliveries may be met. The water delivered shall comply with public health standards for domestic use. Deliveries shall be made in accordance with the SBVMWD Rules and Regulations for the Sale and Delivery of Water as they may from time to time be in effect.

3. RHWC shall pay for its rights to the delivery of water provided herein in accordance with the schedule set forth on Exhibit "B" attached hereto. Failure or refusal to accept delivery of water to which it is entitled shall in no way

relieve it of its obligation to make payments to the SBVMWD as provided for herein. RHWC shall make such payments as they become due, notwithstanding any individual default by its customers or users, or any change in its requirements.

4. The water made available for delivery hereunder is an extraction by RHWC under the definitions and provisions of the stipulated judgment entered in the case of Western Municipal Water District , et al., v. East San Bernardino County Water District ,et al., Riverside Superior Court No. 78426 (hereinafter "Western Judgment.") RHWC is limited by the Western Judgment in the total extractions which it may make from the San Bernardino Basin Area; such limitation is currently 4,294 acre-feet per year. Further, RHWC is limited in the amount of water it can export from the San Bernardino Basin Area to areas outside SBVMWD; such limitation is currently 1,845 acre-feet per year. Nothing in this agreement alters those amounts.

Paragraph VI (b) 6 of the Western Judgment allows SBVMWD and Western Municipal Water District to make an agreement which would enable RHWC to exceed the 4,294 acre-feet per year limit provided that the excess water is imported or supplemental water supplied by SBVMWD. SBVMWD agrees to pursue making such an agreement with Western. RHWC agrees that water produced in excess of their Western Judgment rights pursuant to such an agreement between SBVMWD and Western is only for use within the SBVMWD and shall not be exported outside SBVMWD.

Nothing in this agreement shall be construed to restrict

RHWC from participating (or to authorize participation) in agreements or court proceedings to allow temporary additional extractions from the San Bernardino Basin Area under the Western Judgment for export outside the boundaries of the SBVMWD.

5. This agreement shall be in effect for a period of 20 years commencing January 1, 1990 and ending December 31, 2009; provided that it shall not terminate until the debt incurred by the SBVMWD for the Baseline Feeder Facilities is paid in full. At any time during the last year (2009) if RHWC is not then in default under the terms herein, RHWC may extend this agreement for an additional 10 years by written notice given to SBVMWD. RHWC shall have options to extend this agreement for two additional 10 year periods, each to be exercisable during the last year to which this agreement has theretofore been extended, if RHWC is not then in default.

6. This agreement shall be contingent upon the occurrence of all the following events on or before February 1, 1990.

a. Execution of sufficient purchase agreements with the West San Bernardino County Water District, the City of Rialto and other users for the Baseline Feeder project to guarantee the SBVMWD that it will receive payments sufficient to cover the capital cost of the facilities.

b. Execution of an agreement with the City of San Bernardino providing for the right of way for the pipeline.

c. Execution of an agreement with the San Bernardino County Flood Control District providing for the Baseline Feeder to cross San Bernardino County Flood Control District property and facilities.

On or about said date, SBVMWD shall notify RHWC whether or not such contingencies have occurred. If such contingencies have not occurred, this agreement shall be of no further force and effect; if such contingencies have occurred the parties hereto shall proceed with the fulfillment of the terms hereof.

7. RHWC shall have access to all the accounting records and meter readings taken by SBVMWD upon reasonable notice to SBVMWD.

8. Neither this Agreement nor any duties or obligations hereunder shall be assigned by RHWC without the prior written consent of the SBVMWD, which consent shall not be withheld without good cause, and any such assignment without the consent of the SBVMWD shall at its option be void. Subject to the foregoing, this agreement and all of its provisions shall apply to and bind the successors and assigns of the parties.

9. Each party to this Agreement agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

10. (This paragraph not used so as to retain numbering consistent with other similar agreements.)

11. If a dispute arises as to the interpretation or implementation of any provision of this Agreement, the issue or issues in dispute or matter requiring action may be submitted to arbitration. For such purposes, an arbitrator shall be selected by agreement of the Parties. The agreed-upon arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9, Part 3, of the California Code of Civil Procedure (Section 1280 et seq.).

12. In the event of legal action or arbitration to enforce or interpret this Agreement or any of its provisions, the prevailing Party shall be entitled, in addition to any other form of relief, to recover its reasonable attorney's fees and costs of suit.

13. The SBVMWD may temporarily discontinue or reduce the delivery of water to the RHWC hereunder for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any facilities necessary for the delivery of water to RHWC. The SBVMWD shall notify RHWC as far in advance as possible of any such discontinuance or reduction, except in cases of emergency, in which case advance notice need not be given. As nearly as possible any discontinuance or reduction in service shall be scheduled between October 1 and May 1. No such temporary discontinuance or reduction in deliveries shall excuse payment of the minimum monthly installment as set forth in Exhibit "B".

14. (a) Neither SBVMWD nor any of its officers, agents,

or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder project water supplied to RHWC after such water has been delivered into RHWC facilities; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said point; and RHWC shall indemnify and hold harmless SBVMWD and its officers, agents, and employees from any such damages or claims of damages.

(b) Neither RHWC nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder project water before such water has passed out of the facilities constructed and owned by SBVMWD; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water before it has passed beyond said point; and the SBVMWD shall indemnify and hold harmless RHWC and its officers, agents, and employees from any such damages or claims of damages.

15. It is recognized that from time to time additional facilities, pipelines, wells and/or booster stations may be constructed in addition to the Baseline Feeder facilities. RHWC and SBVMWD agree to negotiate in good faith additional capacity, terms of operation, and costs for these new facilities and to

reach agreement upon the costs and operating criteria for these new facilities before changing the then current operating and payment provisions for the Baseline Feeder facilities as provided in this agreement.

16. (This paragraph not used so as to retain numbering consistent with other similar agreements).

17. Except as may be otherwise agreed by the parties hereto, after RHWC has commenced making payments under this contract and until the debt incurred to finance the Baseline Feeder facilities has been paid off, any contract entered into by the SBVMWD with any other entity which entitles such entity to delivery of water from the Baseline Feeder facilities and reserves capacity in the Baseline Feeder facilities to make such deliveries shall require such entity to make payment at not less than the terms and rates specified in this contract, including provision for prior capital costs.

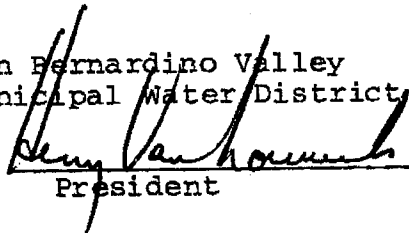
18. SBVMWD may, at its option, waive satisfaction of the contingencies specified in section 6.

19. RHWC desires to implement this agreement upon only a stand-by basis at this time and does not expect to take any water deliveries at the time of initial operation. During such period prior to receipt of actual deliveries RHWC shall pay only the capital cost component as specified in Exhibit B. At such future time as actual deliveries are made to RHWC, RHWC will pay

the full price based on the procedures specified in Exhibit B.

Dated: January 8, 1990

San Bernardino Valley
Municipal Water District

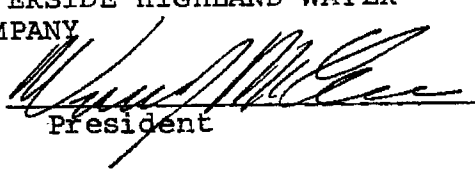
by 
President

ATTEST:


Secretary

Dated: January 18, 1990

RIVERSIDE HIGHLAND WATER
COMPANY

by 
President

ATTEST:



Secretary

EXHIBIT "A"

Schedule of Deliveries Available

	<u>Maximum Flow Rate</u>
First Year	1,000 gpm
Subsequent Years	1,000 gpm

EXHIBIT "B"

Payment Schedule

Price per acre foot

Price per acre foot shall be determined as follows:

<u>Fiscal Year</u>	<u>Pricing formula</u>
1st	\$30.00
2nd through 20th (until RHWC first takes delivery of water)	The higher of (a) \$30.00; or (b) \$30.00 capital recovery charge (adjusted as provided below).
2nd through 20th (after RHWC has taken its first water deliveries)	The higher of (a) \$30.00; or (b) \$30.00 capital recovery charge (adjusted as provided below), plus actual pumping and maintenance cost, plus actual treatment cost, if any, as determined by the SBVMWD board.
after 20th	As set by the SBVMWD board

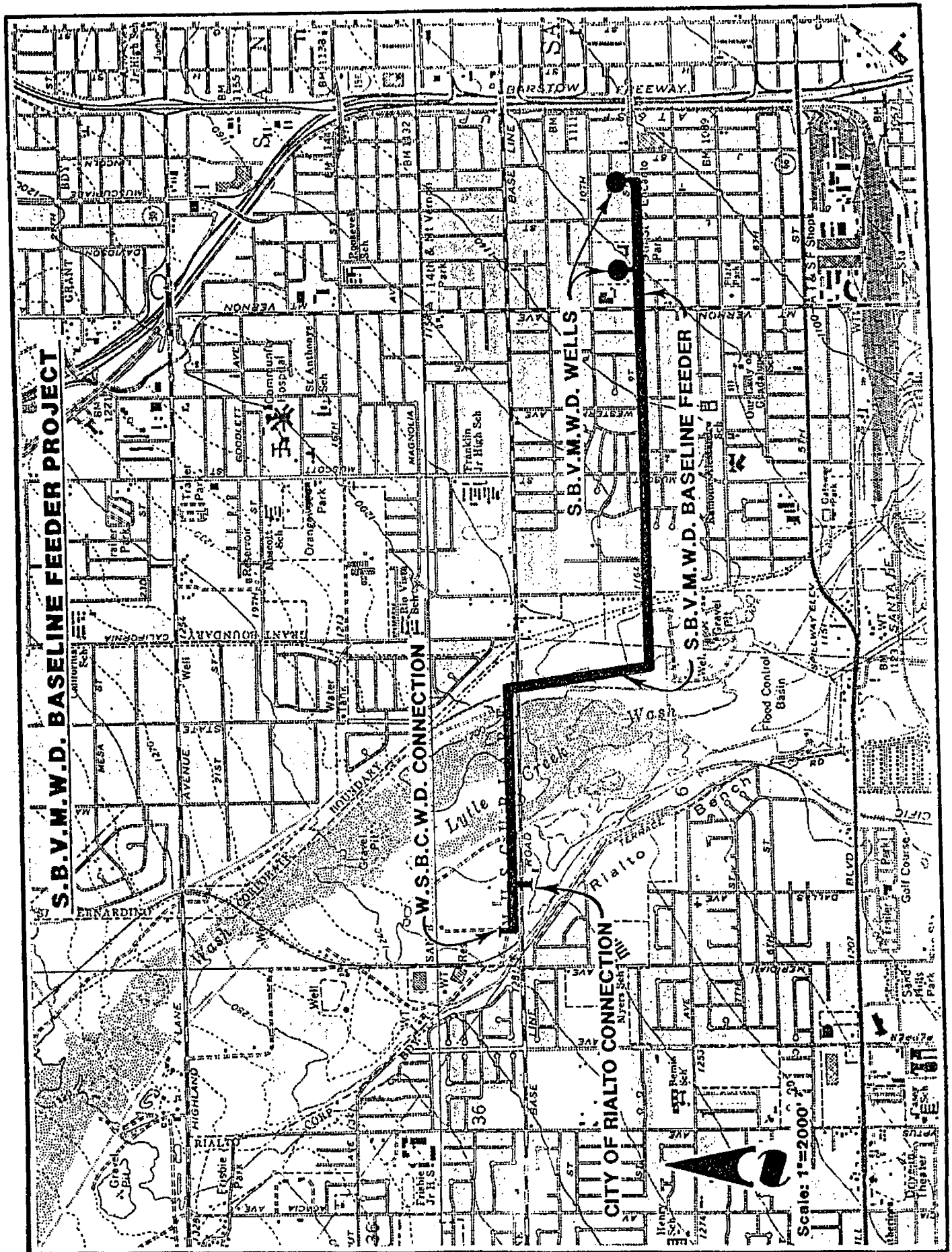
The first fiscal year shall commence the first day of the first month in which deliveries are made, or the first day of the sixth month prior to the first month in which SBVMWD has an obligation to make payments on principal or interest of debt incurred to construct the Baseline Feeder Facilities, whichever is earlier. The \$30 capital recovery charge shall be adjusted annually to reflect the actual capital payments for the Baseline Feeder facilities.

Minimum Annual Payment

The minimum annual payment shall be an amount computed at the above price per acre foot for 1,000 acre feet for the first year and for 1,000 acre feet for subsequent years.

Payment Schedule

The minimum annual payment shall be made in 12 equal monthly installments ("minimum monthly installment") due on the first day of each month. Payment for quantities delivered in excess of the quantity covered by the minimum monthly installment shall be made by the 15th day of the following month, and may be deducted from the minimum monthly installment in any subsequent month in such fiscal year in which the minimum monthly installment exceeds a charge based on the price per acre foot, to the extent of such excess.



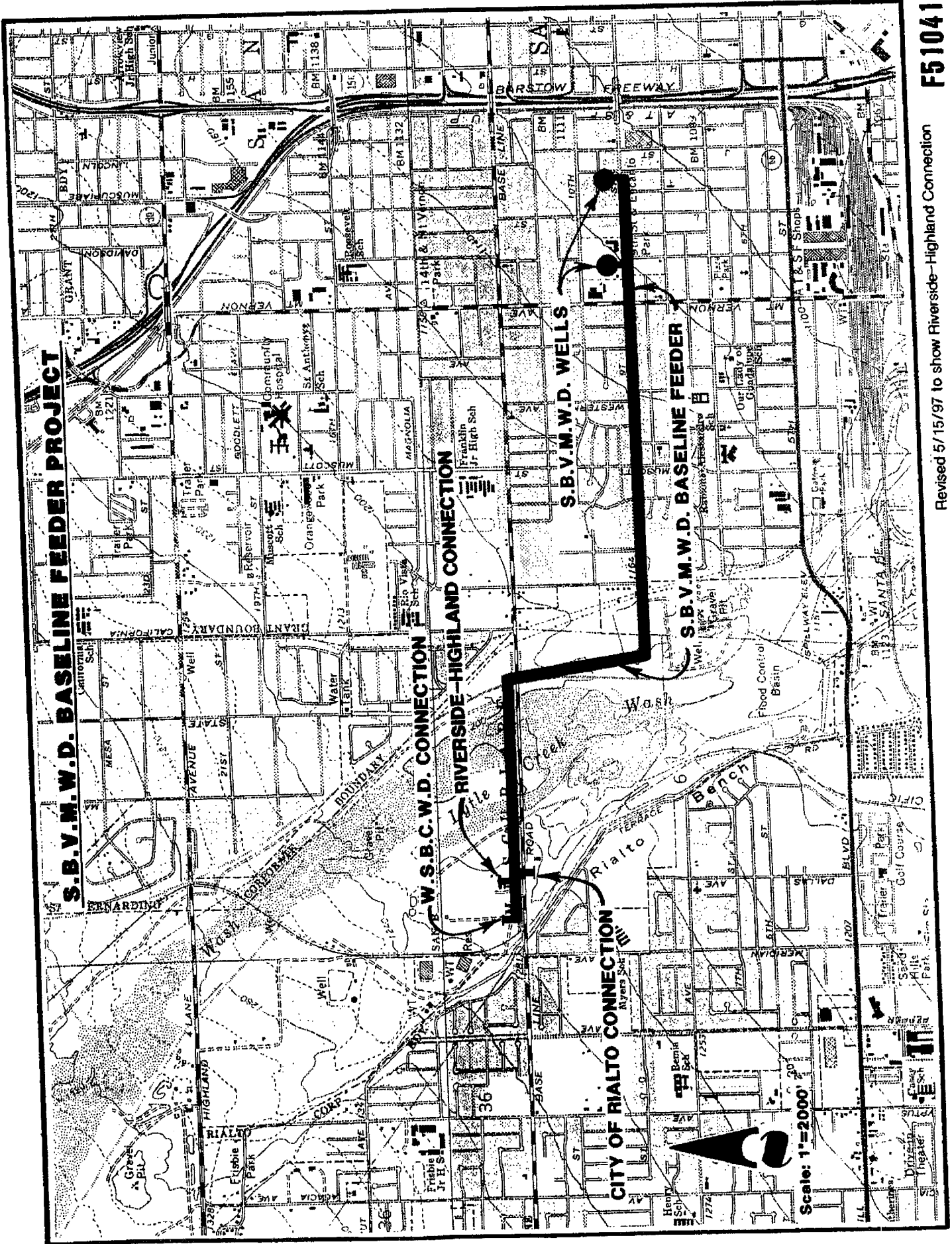


EXHIBIT "D"

**AGREEMENT AMONG THE SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT, THE CITY OF RIALTO
AND THE WEST SAN BERNARDINO COUNTY WATER DISTRICT
FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE
OF PHASE 3 AND 4 OF THE BASELINE FEEDER**

This Agreement is made by and among the **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**, a Municipal Water District organized and existing under the Municipal Water District Law of 1911, hereinafter "SBVMWD". The **CITY OF RIALTO**, hereinafter "City", and the **WEST SAN BERNARDINO COUNTY WATER DISTRICT**, a County Water District organized and existing under the County Water District Law, hereinafter "District".

RECITALS

The SBVMWD has constructed, through agreement with various water purveyors, a project known as the Baseline Feeder 1 and 2 which terminates in the vicinity of the intersection of Base Line Road and Meredian Avenue, City of San Bernardino, California. It is to the mutual benefit of SBVMWD, City and District, hereinafter collectively called "Parties", that the Baseline Feeder be extended through construction of Phase 3 and 4 ("facilities" consisting of a pipeline and associated facilities as shown on Plate 1 attached hereto) to the District's Baseline reservoir in the vicinity of Base Line Road and Cactus Avenue, City of Rialto, California.

NOW, THEREFORE, it is agreed as follows:

1. District, acting as lead agency, shall construct the facilities. It shall be the responsibility of the District to acquire right-of-way and permits (if required), employ engineers, let contracts for the construction of the facilities, provide construction inspection and contract administration, and generally to be responsible for the design and construction of the facilities, provided that District shall consult with the other parties and give them reasonable opportunity to review plans, specifications, costs and procedures and to make comments in regard to all matters of concern to them. The constructed facilities shall be owned by

District subject to the contractual right of each of the parties to the use of one-third of the capacity of the facilities.

2. All construction contracts and change orders shall be approved by each party prior to award or approval.

3. After receipt of bids, approval by all of the parties, and upon award of contract, the parties agree to deposit their proportionate share of construction costs plus estimated engineering and contingency fees, as shown in Exhibit "A", (i.e., one-third each) in a construction account known as the Baseline Feeder Account. Any interest accruing from time to time on the funds in the said account shall be credited to the said account and added to the principal thereof. From said Account, District shall make progressive construction, engineering and inspection payments on billings received and approved by the District to the contractor and engineer. If any additional funds are required to complete the project due to approved change orders or other factors affecting the project approved by the parties, the parties agree to deposit their proportionate share of the required additional funds in the Construction Account within thirty (30) days of request by District. Any funds remaining in the Construction Account upon completion of the project shall be proportionately refunded to the parties.

District and City have previously expended funds for the design of the facilities, which are itemized in Exhibit "A" attached hereto. These charges shall be divided equally among the Parties.

4. After completion of the project, District shall operate and maintain the facilities. All operation and maintenance costs shall be paid in proportion to the use of the facilities by the parties in accordance with a budget prepared by District and approved by all parties. Said budget shall be presented for approval by June 1st of each year and shall cover the period from July 1st of each year through June 30th of the following year. Said budget shall estimate the use of the facilities by each of the parties for the succeeding fiscal year based on information supplied

by the parties and shall be adjusted periodically during the year based upon actual use. At the end of the fiscal year District shall refund any excess charge and bill any party for any amount it has been under charged, based upon the actual use of the facilities by the parties. All charges shall be paid within ten (10) days of presentation of a bill from District.

5. Any party shall have the right to use another party's capacity in the facilities if such capacity is available and approved by all parties and subject to an agreement between the affected parties.

6. All water to be transported through the facilities shall comply with public health standards for domestic use.

7. Operation of the facilities shall be conducted in coordination with the operation by SBVMWD of the Baseline Feeder Phases 1 and 2 and in a manner to carry out the agreements of the parties that the Baseline Feeder shall be used as a base load for the Rialto and District water systems when requested by SBVMWD.

8. Each party to this Agreement agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

9. This Agreement may be amended in writing by unanimous action of the Parties.

10. If a dispute arises as to the interpretation or implementation of any provision of this Agreement, the issue or issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purposes, an arbitrator shall be selected by agreement of the Parties. This agreed-upon-arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9, Part 3, of the California Code of Civil Procedure (Section 1280, et seq.).

11. The water made available for delivery hereunder shall be delivered for use only within the boundaries of the SBVMWD, and/or District boundaries as they exist as of the date of this contract, and each of the parties agrees that neither such water or any other water available to it which may be surplus to its needs as a result of the supply available from the facilities, shall be sold, delivered or exchanged for use outside the SBVMWD.

12. Neither this Agreement nor any duties or obligations hereunder shall be assigned by any party without the prior written consent of the other two parties, and any such assignment without the consent of the other two parties shall be void at the option of the party or parties having not consented in writing. Subject to the foregoing, this Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties.

13. In the event of legal action or arbitration to enforce or interpret this Agreement or any of its provisions, the prevailing Party shall be entitled, in addition to any other form of relief, to recover its reasonable attorney's fees and costs of suit.

14. Neither SBVMWD nor Rialto nor any of their officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder Phases 3 or 4 water supplied to District after such water has been delivered into the Phases 3 or 4 facilities; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said point; and District shall indemnify and hold harmless SBVMWD, Rialto, and their officers, agents, and employees from any such damages or claims of damages.

Neither District nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder Phases 3 or 4 water after such water has passed out of the Phases 3 and 4 facilities

and into facilities of one of the other parties hereto or into facilities of others upon the directions of one of the other parties hereto; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water after it has passed beyond said point; and the party hereto to which or upon the direction of which such delivery is made shall indemnify and hold harmless District and its officers, agents and employees from any such damages or claims of damages.

Dated: October 19, 1990

San Bernardino Valley
Municipal Water District

by 
President

ATTEST:

by 
Secretary

Dated: OCT 16 1990

City of Rialto

by 
Mayor John Longville

ATTEST:

by 
City Clerk Joseph H. Sampson

Dated: OCT. 4, 1990

West San Bernardino County
Water District

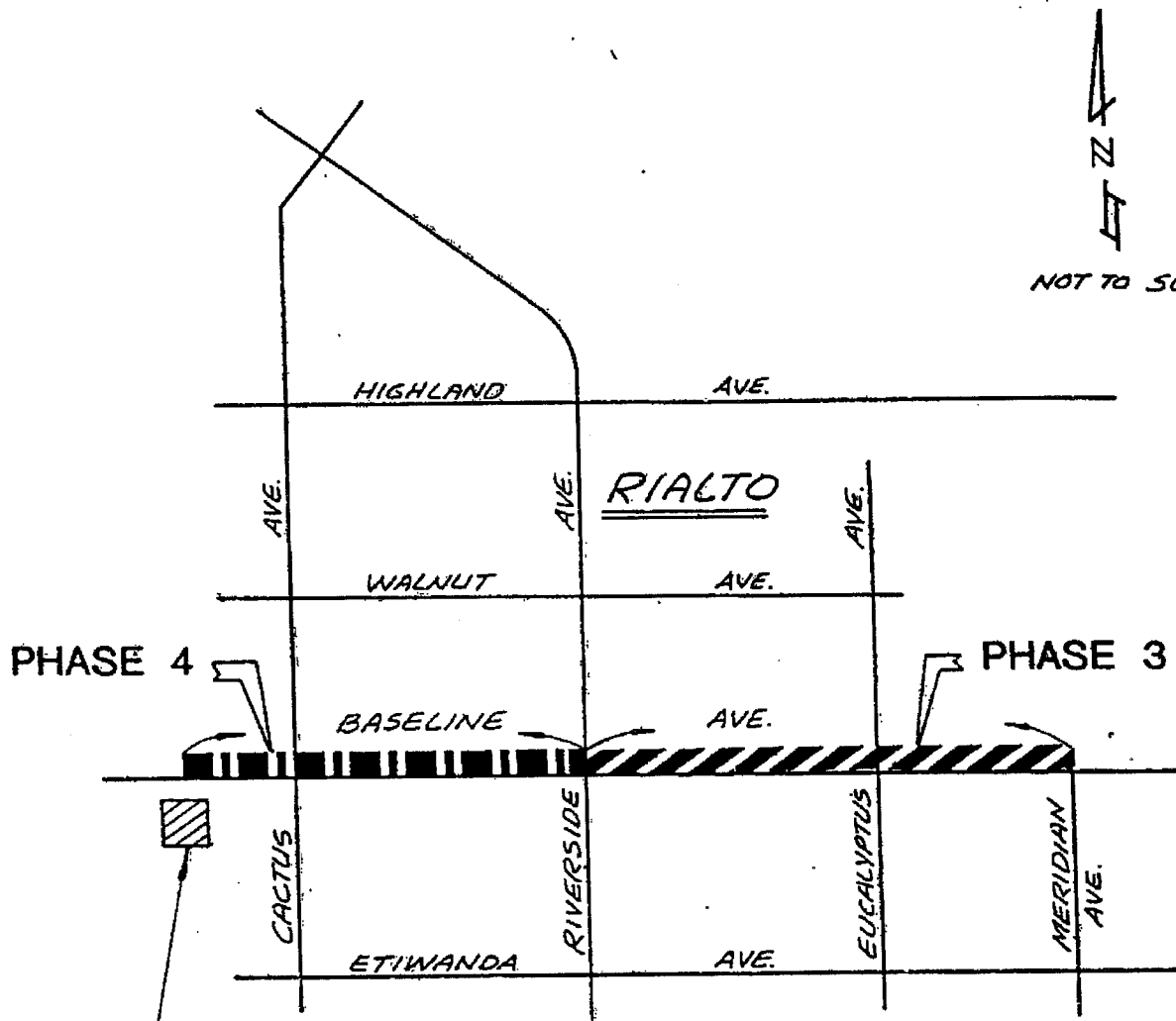
by 
President

ATTEST:

by 
Secretary

APPROVED AS TO FORM AND CONTENT


WSBCWD Legal Counsel



WEST SAN BERNARDINO COUNTY
 WATER DISTRICT'S BASELINE RESERVOIR

PLATE 1
 MAP SHOWING LOCATION
 OF
BASELINE FEEDER
PHASE 3 AND 4

48" WATER TRANSMISSION LINE

EXHIBIT "A"

**EXPENDED FUNDS FOR ENGINEERING BY DISTRICT
AND CITY THROUGH SEPTEMBER, 1990**

DISTRICT - NBS/LOWRY	\$37,689.66	
CITY - J.F. DAVIDSON, ASSOC.	<u>\$61,960.00</u>	
TOTAL TO DATE		\$99,649.66

CONSTRUCTION COST

KERSHAW CONSTRUCTION CO. (BID)		\$1,949,602.50
CONTINGENCIES (8%)		\$155,970.00

CONSTRUCTION PHASE ENGINEERING

INCLUDES OFFICE SUPERVISION DURING CONSTRUCTION, CONSTRUCTION STAKING INSPECTION & RECORD DRAWINGS ESTIMATED @ 6%		<u>\$116,980.00</u>
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TOTAL ESTIMATED COST		\$2,322,202.16
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EXHIBIT "E"

PROJECT DESCRIPTION FOR BASELINE FEEDER WELL REPLACEMENT AND IMPROVEMENT PROJECT

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT IN COOPERATION WITH WEST VALLEY WATER DISTRICT, CITY OF RIALTO, AND RIVERSIDE HIGHLAND WATER COMPANY

The Baseline Feeder Well Replacement and Improvement Project consists of construction of two (2) groundwater extraction wells and other appurtenant facilities at the site located at 1811 W. Ninth Street, San Bernardino and rehabilitation work and other wellhead improvements for the Perris Street Well site located at 1038 W. Ninth Street, San Bernardino. The detailed specifications and plans for the improvement work are documented in the San Bernardino Valley Municipal Water District Specifications 11-01 and are summarized below:

1. Work at the 9th Street Complex includes
 - a. Installation of two (2) groundwater extraction wells;
 - b. Equipping the wells with vertical turbine pumps;
 - c. Construction of a 350,000-gallon aboveground steel tank reservoir;
 - d. Construction of a booster station building with vertical can booster pumps;
 - e. Installation of bulk sodium hypochlorite disinfection systems;
 - f. Site work including yard piping, valving, energy dissipator, foundation preparation, and fencing;
 - g. Installation of miscellaneous electrical components, control panels, and telemetry;
 - h. Integration of the WVWD's existing supervisory control and data acquisition (SCADA) system;
 - i. 9th Street right-of-way improvements including connection to the existing Baseline Feeder; and
 - j. Start-up testing.

2. Work at the existing Perris Street well site includes
 - a. Well rehabilitation work including pre- and post- well video;
 - b. Well cleaning and redevelopment;
 - c. Pump test, wellhead structural and mechanical improvements;
 - d. Electrical equipment demolition and/or salvage and mechanical piping demolition;
 - e. Well equipping work including furnishing new pumping equipment;
 - f. Full noise enclosure with ventilation fan equipment, piping, valving;
 - g. Electrical, control panels, telemetry to incorporate the WVWD's existing SCADA system; and
 - h. Start-up testing.

SPECIFICATION NUMBER 11-01

For construction of

**BASELINE FEEDER WELL REPLACEMENT
AND IMPROVEMENT PROJECT**



BID SET

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT
May 2011

EXHIBIT "G"

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made this 1st day of May, 2012 ("Effective Date") for identification purposes only, by and between WEST VALLEY WATER DISTRICT, a public agency of the State of California ("West Valley") and SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a public agency of the State of California ("Valley District").

RECITALS:

A. On or about May 1, 2012 Valley District, West Valley, the City of Rialto, a municipal corporation and Riverside Highland Water Company, a California corporation executed that certain Restated and Amended Agreement for the Construction, Operation and Maintenance of the New Baseline Feeder ("Restated Agreement"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Restated Agreement.

B. West Valley owns certain real property located in the County of San Bernardino, California and described and/or depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Premises").

C. The parties to the Restated Agreement contemplate constructing two (2) wells and associated appurtenances thereto on the Premises. In furtherance thereof, Section 5.2.a of the Restated Agreement contemplates Valley District leasing the Premises from West Valley for a period that is identical to the term of the Restated Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

TERM

1.01 Term. This Agreement shall commence on the Effective Date ("Commencement Date") and end on the expiration or termination of the Restated Agreement.

ARTICLE II

PAYMENTS; TAXES; UTILITIES

2.01 Annual Payment.

(a) Valley District shall pay to West Valley an annual payment of One Dollar (\$1.00). The payment of the first year's rent shall be payable on the execution of this Agreement by Valley District. Rent thereafter, shall be paid in advance, annually, beginning one (1) year after the Commencement Date.

(b) The annual payment shall be increased on the second (2nd) anniversary of the Commencement Date of this Agreement and on each successive anniversary thereafter by an amount equal to four percent (4%) over the annual rent in effect immediately preceding the increase.

2.02 Taxes. The parties hereby agree that Valley District shall pay all property taxes, assessments or other charges of every description levied on or assessed against the Premises, improvements, including Improvements (as defined below) located on the Premises by Valley District, personal property located on or in the Premises by Valley District, the leasehold estate, or any subleasehold estate, to the full extent of the installments falling due during the term; although neither West Valley nor Valley District believe that any taxes should be due since both are public agencies. All tax payments shall be made directly to the charging authority by Valley District before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of all or any of the above taxes in installments (whether or not interest accrues on the unpaid balance), Valley District may utilize the permitted installment method, but shall pay each installment with any interest before delinquency.

ARTICLE III

USE

3.01 Purposes. Valley District shall have the right to use the Premises during the term of this Agreement for the construction, operation, maintenance, repair and replacement of two (2) wells and appurtenances ("Improvements"). Valley District shall not use the Premises for any other purpose without the express written consent of West Valley.

3.02 Permits/Compliance with Regulations. Valley District shall, at its own cost and expense, apply for and obtain all necessary consents, approvals, zoning changes or variances, permits, authority, licenses, or entitlements, if any, from all appropriate governmental authorities to use the Premises for the purposes necessary to implement Section 3.01.

Valley District shall comply with and conform to all laws and all requirements and orders of any municipal, state, or federal board or authority, present and future, in any way relating to the use of the Premises by Valley District throughout the entire term of this Agreement.

3.03 Building Restrictions.

(a) Valley District and West Valley have agreed that Valley District may not construct any buildings or any other permanent or semi-permanent structures or improvements on the Premises except for the Improvements, during the term of the Agreement without the prior written consent of West Valley.

(b) Valley District shall pay or cause to be paid, the total cost and expense of all works of improvement, including the Improvements. Valley District shall not suffer or permit to be enforced against the Premises, or any part of it, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work or improvement, or the Improvements, however it may arise.

3.04 Condition of Premises. The use of the Premises shall be granted to Valley District "as is" and with all faults. Valley District hereby covenants and agrees: (1) there are no representations or warranties of any kind whatsoever, expressed or implied, made by West Valley, except as set forth in this Agreement, including, without limitation, the land, land use controls, building restrictions, the purposes for which the Premises are suited, access to public roads or the availability of requisite governmental permits and/or approval; (2) Valley District is entering into the Agreement relying entirely on its own investigations of the Premises; and (3) Valley District further acknowledges that at the beginning of the term of this Agreement, it shall be aware of all regulations, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Premises, and Valley District agrees to accept the use of the Premises in the condition that it is in at the start of the Agreement.

ARTICLE IV

MAINTENANCE; REPAIRS; ALTERATIONS; RECONSTRUCTION

4.01 Maintenance of Premises. Valley District shall, at Valley District's sole cost and expense, keep the Premises, including the Improvements located on the Premises in good order, repair and condition at all times during the term of this Agreement.

ARTICLE V

ASSIGNMENT AND SUBLETTING

5.01 Assignment. Valley District shall have no right to assign, sublet, encumber or otherwise transfer this Agreement, either voluntarily or by operation of law, in whole or in part, nor to otherwise permit use of the Premises by any party other than Valley District of all or any part of the Premises without the prior written consent of West Valley in each instance, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the parties understand, acknowledge and agree that Valley District may assign the right to operate, maintain, repair and replace the Improvements to West Valley, which assignment is hereby approved.

ARTICLE VI

INDEMNITY

6.03 Indemnity. To the extent permitted by California law, Valley District shall assume the defense of, indemnify and hold harmless West Valley from and against all liabilities, claims, losses, actions, demands, expenses and costs (including reasonable attorneys' fees) (collectively, "Costs") arising out of or in any way connected with the use of the Premises by Valley District and its agents, employees, contractors, subcontractors, representatives, lessees, successors, invitees and guests, save and except the foregoing indemnity shall not apply to the extent that any such Costs have been caused by the negligence, intentional acts or willful misconduct of West Valley, provided that West Valley shall be solely liable for any Costs arising, in whole or in part, prior to the effective date of this Lease.

ARTICLE VII

DEFAULT AND REMEDIES

7.01 Default. Valley District shall be deemed to be in default under the terms of this Agreement as follows:

(a) If Valley District shall fail to pay any installment of consideration payable pursuant to Section 2.01 or other sum within fifteen (15) days of the due date; or

(b) If Valley District shall fail to promptly perform or observe any covenant, condition or agreement to be performed by Valley District under this Agreement within thirty (30) days after written notice from West Valley.

(c) If Valley District shall abandon the Premises and such vacation or abandonment shall continue for thirty (30) days after written notice.

7.02 West Valley shall be deemed to be in default under the terms of this Agreement if any condition arises, during the term of this Agreement, the materially interferes with Valley District's authorized activities under this Agreement and West Valley does not cure said interference within 60 days of receiving written notice of such interference from Valley District.

7.03 Remedies. In the event of a default by either party, the other party, without further notice, shall have any remedy provided by law or equity.

ARTICLE VIII

GENERAL PROVISIONS

8.01. Notices. Any communication, notice or demand of any kind whatsoever which any party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by e-mail, telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Valley District: San Bernardino Valley Municipal Water District
380 E. Vanderbilt Way
San Bernardino, California 92408
Attn: General Manager
Telephone: (909) 387-9200
Facsimile: (909) 387-9247

West Valley: West Valley Water District
P O Box 920
855 West Base Line
Rialto CA 92377-0920
Attn: General Manager
Telephone: 909-875-1804
Facsimile: 909-875-7284

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch if by electronic communication, or three (3) days after being placed in the U.S. mail, if mailed.

8.02 Entire Agreement. It is agreed and understood that this Agreement contains all agreements, promises and understandings between West Valley and Valley District, and no verbal or oral agreements, promises or understandings shall or will be binding upon either West Valley or Valley District, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

8.03 Successors. Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

8.04 Attorneys' Fees. In the event that either party becomes involved in litigation arising out of this Agreement or the performance thereof, the Court in such litigation, or in a separate suit, shall award attorneys' fees and costs to the justly entitled party.

8.05 Severability. Should any part, clause, provision, or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.

8.06 Further Assurances. Either party, at any time upon reasonable request of the other, will at requesting party's cost and expense, execute, acknowledge and deliver all such additional documents and instruments and all such further assurances, and will do or cause to be done all further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes hereof.

8.07 Governing Law. This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

WEST VALLEY:

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

By 

Its: General Manager

VALLEY DISTRICT:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT,
a public agency of the State of California

By 

Its: Board President

EXHIBIT "A"

TO

LEASE AGREEMENT

DESCRIPTION OF PREMISES

Tax Collector » Property Information For Parcel 0139-341-12-0000

Type of Property: UNKNOWN

Address Information

Situs Address	Protected per CA Govt. Code Sect. 6254.21
Billing Address	Protected per CA Govt. Code Sect. 6254.21
As Of	2/18/1999

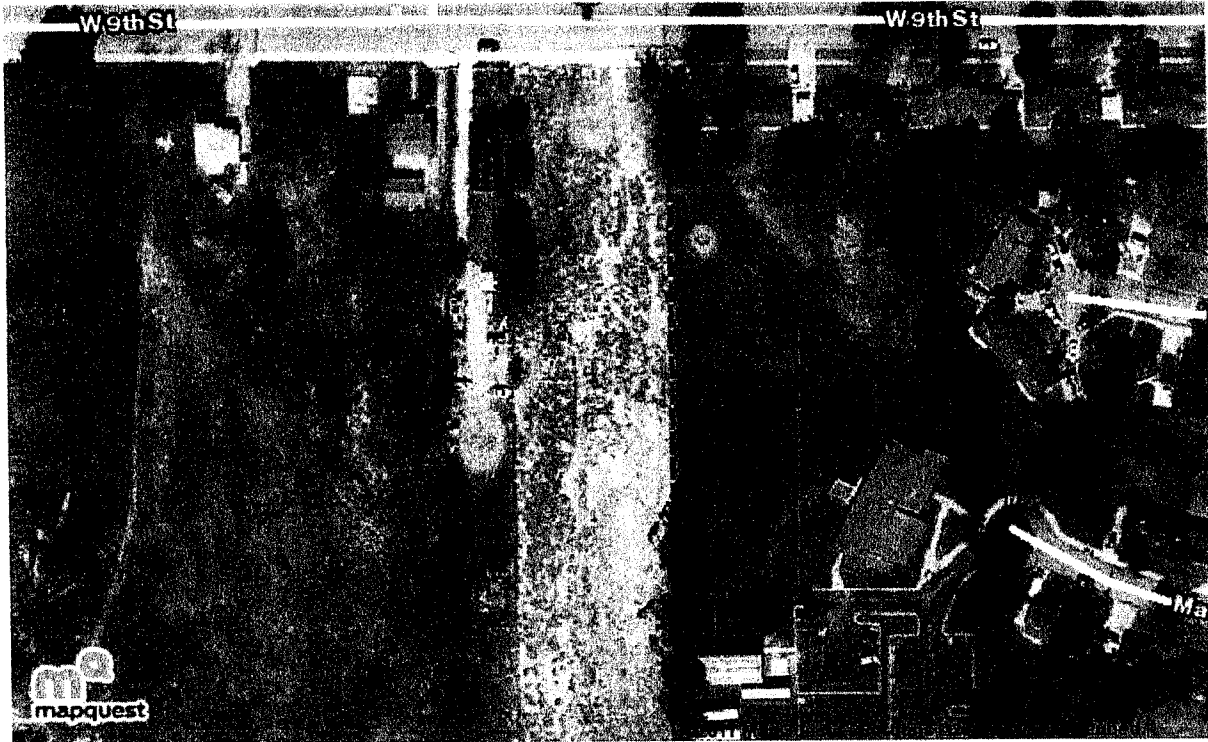
Legal Description

Tract Number	Lot Number	Block/Unit	Roll Value As of Jan 1, 2011
R S B E 2 AC	LOT 19	BLK 22	\$0.00

Present Owner Information

Name	Percent Ownership	Relationship	Document Number	Recording Date	Acquire Date	Roll Year
WEST SAN BERNARDINO COUNTY WATER DIS	100%	SOLE OWNER	9842749900000	10/07/1998		

Map of:
1811 W 9th St
San Bernardino, CA 92411-2005



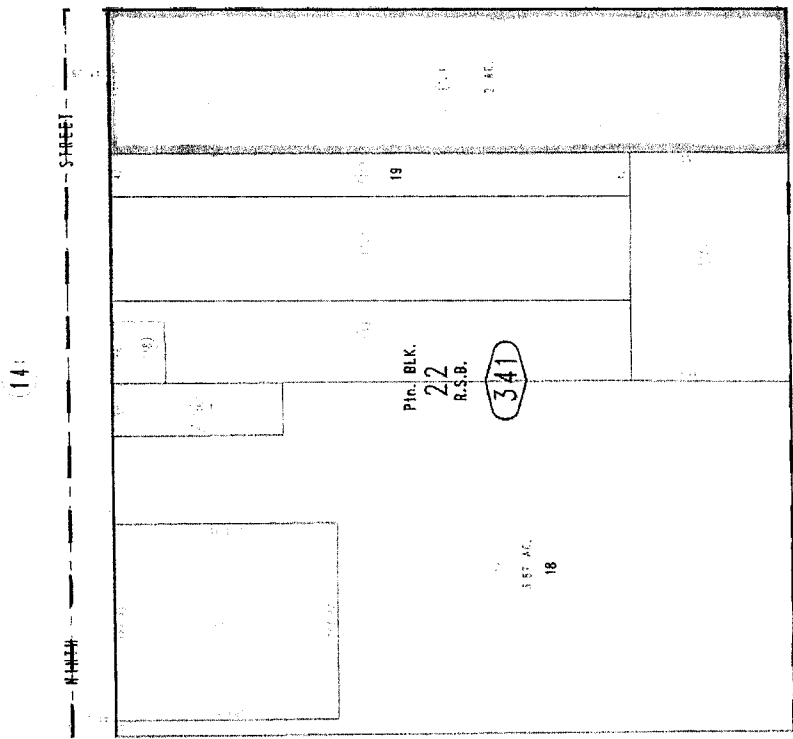
©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use.

Aerial View of Subject Property
APN: 0139-341-12
2.0-Ac. Vacant Land
Zoned for Single Family Residential Use

Ptn. Rancho San Bernardino

City of San Bernardino 0139 - 34
Tax Rate Area
7117

THIS MAP IS FOR THE PURPOSE
OF AS VALUING TAXATION ONLY.



← SUBJECT
PROPERTY

REVISED

Assessor's Map
Book 0139 Page 34
San Bernardino County

EXHIBIT "H"

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**") is dated as of May 1, 2012 ("**Effective Date**") and is entered into by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a public agency of the State of California ("**Valley District**") and WEST VALLEY WATER DISTRICT, a public agency of the State of California ("**West Valley**"). Valley District and West Valley are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. On or about May 1, 2012, Valley District, West Valley, the City of Rialto, a municipal corporation ("**Rialto**") and Riverside Highland Water Company, a California corporation ("**RHWC**") executed that certain Restated and Amended Agreement for the Construction, Operation and Maintenance of the New Baseline Feeder ("**Restated Agreement**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Restated Agreement.

B. Section 2.c of the Restated Agreement provides that Valley District shall be responsible for the operation and maintenance of the Project which includes the repair and replacement thereof.

C. Section 5.c of the Restated Agreement provides that Valley District shall be responsible for the operation and maintenance of the 9th St. Well Site (including the surge chamber) and the Baseline Feeder Phase I, Baseline Feeder Phase II and the wasteline pipeline which includes the repair and replacement thereof.

D. Valley District's operation and maintenance obligations set forth in Recitals B and C shall be collectively referred to herein as the "**O & M Obligations**" and shall include the obligation to respond to emergency situations such as, but not limited to, an earthquake, flood, fire, or civil unrest. The 9th St. Well Site (including the surge chamber), the Baseline Feeder Phase I, Baseline Feeder Phase II and the wasteline pipeline shall be collectively referred to herein as the "**Improvements.**"

E. The Restated Agreement contemplates that Valley District may assign the O & M Obligations with respect to the Improvements to West Valley. In furtherance thereof, Valley District desires to assign to West Valley and West Valley desires to accept the assignment of all of Valley District's O & M Obligations under the Restated Agreement with respect to the Improvements on the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Valley District hereby transfers and assigns to West Valley all of Valley District's O & M Obligations under the Restated Agreement with respect to the Improvements.

2. West Valley hereby accepts such transfer and assignment and assumes and agrees to perform all of Valley District's O & M Obligations under the Restated Agreement with respect to the Improvements.

3. West Valley shall operate the Project in a commercially reasonable manner as to aid Valley District in meeting the delivery schedules established pursuant to the Restated Agreement.

4. To the extent permitted by California law, West Valley shall assume the defense of, indemnify and hold harmless Valley District from and against all liabilities, claims, losses, actions, demands, expenses and costs (including reasonable attorneys' fees) (collectively, "Costs") arising out of or in any way connected with the O & M Obligations performed by West Valley, save and except the foregoing indemnity shall not apply to the extent that any such Costs have been caused by the negligence, intentional acts or willful misconduct of Valley District.

5. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, when taken together, shall constitute but one and the same instrument.

6. Each person executing this Agreement on behalf of West Valley or Valley District hereby represents and warrants (a) his/her authority to do so, (b) that such authority has been duly and validly conferred by that entity's governing body and (c) that said entity has the full right and authority to enter into this Agreement.

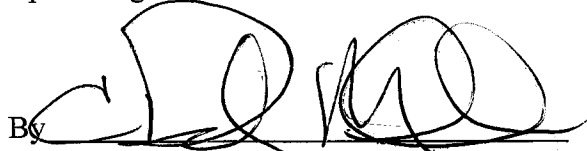
7. West Valley may not assign or otherwise transfer any of the O & M Obligations under the Restated Agreement without obtaining the prior written consent of Valley District, Rialto and RHWC, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, West Valley may, without the prior written consent of Rialto and RHWC, assign the O & M Obligations under the Restated Agreement back to Valley District.

8. In the event that any Party to the Restated Agreement believes that West Valley has failed to perform any of the O & M Obligations under the Restated Agreement, the Parties shall attempt to resolve the dispute through the process described in paragraph 10(b) of the Restated Agreement, *provided* that West Valley need not complete the cure within sixty days from the date of the written statement from Valley District as long as West Valley has commenced the cure and is diligently prosecuting the cure.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

VALLEY DISTRICT:

San Bernardino Valley Municipal Water District,
a public agency of the State of California

By 
Name: C. Patrick Milligan
Its: Board President

WEST VALLEY:

West Valley Water District,
a public agency of the State of California


By 
Name: Anthony Arata
Its: General Manager

EXHIBIT "I"

SAMPLE PROCEDURES FOR CALCULATING PAYMENTS

Assumptions: a) Unit Cost for Cooperative Recharge Program (CRP): \$80/AF;

1st year: Estimate at beginning of the year: \$90/AF; actual cost at the end of the year: \$95/AF

b) O&M cost:

2nd year: Estimate at beginning of the year: \$95/AF; actual cost at the end of the year: \$95/AF

1. Scenario A.: RHWC does not take any delivery for the 1st year

Participant	Beginning of Year "Estimate"							End of Year "True-Up"							
	Delivery Allocation (AF)	Est. Capital Payment	O&M Payment	Rechg Pmt	Back-Charges (Rialto)	Total Yrly Pmt	Mnly Pmt	"True up" Mnly Adj	Actual Delivery (AF)	Act. Capital Cost	Act. O&M Cost	Act. Rechg Cost	Back-Charges (Rialto)	Total Cost	"True up" Adj. for next yr
WVWD	5,000	\$321,529	\$450,000 [\$90/AF x 5,000 AF]	\$100,000	\$0	\$871,529	\$72,627	\$0	4,500	\$321,529 [Mm "take-or-pay" charge]	\$427,500 [\$95/AF x 4,500 AF]	\$90,000	\$0	\$639,029	\$32,500 Over-charge
Rialto	2,500	\$160,764	\$225,000 [\$90/AF x 2,500 AF]	\$50,000	\$12,159	\$447,923	\$37,327	\$0	3,000	\$160,764 [Mm "take-or-pay" charge]	\$285,000 [\$95/AF x 3,000 AF]	\$60,000	\$12,159	\$517,923	(\$70,000) Under-charge
RHWC	Stand-by	\$12,000	\$0	\$0	\$0	\$12,000	\$1,000	\$0	0	\$12,000	\$0	\$0	\$0	\$12,000	\$0

2. Scenario B.: RHWC takes 900 AF delivery in mid-year during the 2nd year

Participant	Beginning of Year "Estimate"							End of Year "True-Up"							
	Delivery Allocation (AF)	Est. Capital Payment	O&M Payment	Rechg Pmt	Back-Charges (Rialto)	Total Yrly Pmt	Mnly Pmt	"True up" Mnly Adj	Actual Delivery (AF)	Act. Capital Cost	Act. O&M Cost	Act. Rechg Cost	Back-Charges (Rialto)	Total Cost	"True up" Adj. for next yr
WVWD	5,000	\$321,529	\$475,000	\$100,000	\$0	\$896,529	\$74,711	(\$2,709) Credit	3,500	\$297,119 [\$506k-\$61k]x (2/3)	\$332,500 [\$95/AF x 3,500 AF]	\$70,000	\$0	\$699,619	\$196,910 Over-charge
Rialto	2,500	\$160,764	\$237,500	\$50,000	\$12,159	\$460,423	\$36,369	\$5,833 Add. Pmt	3,100	\$148,559 [\$506k-\$61k]x (1/3)	\$294,500 [\$95/AF x 3,100 AF]	\$62,000	\$12,159	\$517,218	(\$56,795) Under-charge
RHWC	Stand-by	\$12,000	\$0	\$0	\$0	\$12,000	\$1,000	\$0	900	\$60,774 [\$506,452/ 7,500 AF x 900 AF]	\$85,500 [\$95/AF x 900 AF]	\$18,000	\$0	\$164,274	(\$152,274) Under-charge

EXHIBIT "J"

**Debt Service Schedule
San Bernardino Valley Municipal Water District
Revenue Certificates of Participation, Series 2011A
(Baseline Feeder Project)**

Item	Sum	Percentage
Rialto's Back-Charge:	\$205,629	97.60%
Net Bond Issuance Cost:	\$0	2.40%
Capital Cost:	\$8,359,371	
Net Bond Issuance Cost:	\$0	97.60%
Total Bond Issuance:	\$8,565,000	100.00%

Allocation of Bond Proceeds	
Capital Cost	8,359,371
Rialto Back-Charge	205,629
	<u>8,565,000</u>
	100.00%

Pmt Due	Annual D/S	Annual Equal Collection	Annual Payment			Monthly Payment			
			WVWD	Rialto	Rialto Back Charge	RHWC	WVWD	Rialto	RHWC
7/1/2012	\$497,228.03	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2013	\$504,743.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2014	\$501,443.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2015	\$501,493.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2016	\$506,393.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2017	\$505,993.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2018	\$505,443.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2019	\$502,843.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2020	\$505,043.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2021	\$506,843.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2022	\$508,243.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2023	\$504,243.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2024	\$505,043.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2025	\$505,443.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2026	\$505,443.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2027	\$505,043.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2028	\$509,243.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2029	\$507,843.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2030	\$506,043.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2031	\$508,843.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2032	\$505,643.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2033	\$506,618.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2034	\$506,956.26	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2035	\$506,656.26	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2036	\$510,718.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2037	\$508,437.50	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2038	\$510,500.00	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2039	\$511,687.50	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2040	\$512,000.00	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2041	\$511,437.50	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
Total D/S	\$15,193,565.77	\$15,193,565.77	\$9,645,865.20	\$4,822,932.60	\$364,767.98	\$360,000.00			



STAFF REPORT

DATE: January 23, 2025

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Water System Infrastructure Installation and Conveyance Agreement with LIT BLV CA Pepper Avenue Owner LP for Rialto Distribution Center 1

MEETING HISTORY:

N/A

BACKGROUND:

LIT BLV CA Pepper Avenue Owner LP (“Developer”) is the owner of land located south of Highland Avenue, and east of Pepper Avenue in the City of Rialto known as Rialto Distribution Center 1 (“Development”). The proposed development includes the construction and operation of a 666,265 square-foot warehouse with offices. In developing this land, the Developer is required to construct 1,415 lineal feet of new 16-inch ductile iron pipe in Pepper Avenue in order to install water services for domestic, fire and irrigation purposes for the project.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

REQUESTED ACTION:

Forward a recommendation for the Board of Directors to approve the Water System Infrastructure Installation and Conveyance Agreement with LIT BLV CA Pepper Avenue Owner LP for Rialto Distribution Center 1.

Attachments

[Attachment A - WICA.pdf](#)

Attachment A

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 **LIT BLV CA Pepper Avenue Owner LP** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Rialto Distribution Center 1** 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 sole expense, the water facilities and appurtenances required to serve the development in accordance with District plans known as **Water Improvement Plans for Rialto Distribution Center 1**, as represented 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 Rules and Regulations, latest edition (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, 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, improvement 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, legal requirements, and other applicable requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the executed 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 pre-construction meeting with the District no less than two (2) 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 by the District, 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 sole expense prior to construction.

3.4. Developer shall, at Developer's sole 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.

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

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 obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor as stated in Section 3.2 of this agreement. The cost proposal 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.

5.2. Performance Bond: The cost proposal for the water system improvements for **Water Improvement Plans for Rialto Distribution Center 1** is **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)**. 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 a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "C", shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the Contractor's cost proposal.

6. MATERIALS

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

7. NOTICES

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

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

WEST VALLEY WATER DISTRICT
Attn: General Manager
Post Office Box 920
Rialto, CA 92377
RE: Water Improvement Plans for Rialto Distribution Center 1

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

LIT BLV CA Pepper Avenue Owner LP
ATTN TO: Bob Close
1501 Quail St, Suite 110
Newport Beach, CA 92660
RE: Water Improvement Plans for Rialto Distribution Center 1

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

SURETY NAME:
ATTN TO:
ADDRESS
RE: Water Improvement Plans for Rialto Distribution Center 1

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.

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

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

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

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, 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. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

9.7. 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 requirements 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 before construction can take place as outlined in the billing letter (provided separately).

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 a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, 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 Bill of Sale 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 thereof, 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.

[CONTINUED ON NEXT PAGE]

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.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

**LIT BLV CA Pepper Ave Owner LP
A Limited Partnership**

By: _____ Date: _____
Bob Close
Director of Development
Authorized Agent

Exhibit A

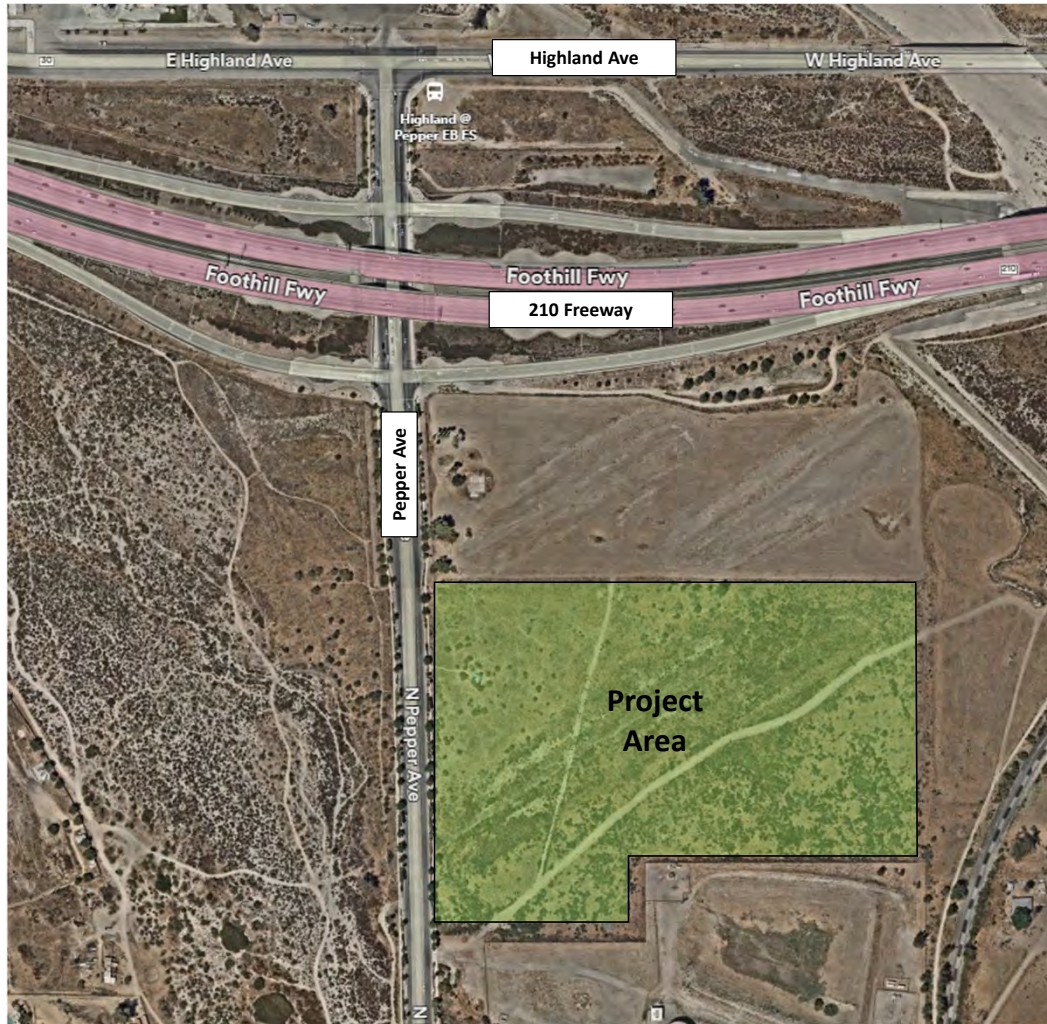


Exhibit A
Rialto Distribution Center 1



Exhibit B

WATER LINE CONSTRUCTION NOTES

- 1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC FACILITIES.
2. THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION MEETING WITH THE WEST VALLEY WATER DISTRICT 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 DURING THE ENTIRE LIFE OF THE CONTRACT...

WATER LINE CONSTRUCTION NOTES (CONT.)

- 31. ALL DUCTILE IRON PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30.
32. ALL DUCTILE IRON JOINTS, BENDS, AND FITTINGS SHALL BE MECHANICALLY RESTRAINED AS INDICATED ON THE PLANS.
33. WATER LINE SHUTDOWNS ARE ONLY SCHEDULED BETWEEN TUESDAY THROUGH THURSDAY BASED ON DISTRICT AVAILABILITY.

FIRE

FIRE FLOW REQUIREMENT
THE FIRE FLOW REQUIREMENT FOR THE PROJECT SITE IS 4,000 GALLONS PER MINUTE (GPM) FOR A DURATION OF 4 HOURS AT 20 POUNDS PER SQUARE INCH (PSI).

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

SIGNATURE 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

ACP PIPE DISPOSAL

THE REMOVAL, TRANSPORTATION AND DISPOSAL OF THE POTENTIALLY HAZARDOUS MATERIAL IS TO BE CONDUCTED IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS. CONTRACTOR IS TO DISPOSE OF THE POTENTIALLY HAZARDOUS WASTE TO A WASTE DISPOSAL FACILITY REGULATED TO RECEIVE SUCH MATERIAL...

NOTE

ALL DUCTILE IRON PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30.
ALL DUCTILE IRON PIPE FITTINGS SHALL BE MECHANICALLY RESTRAINED UNLESS SPECIFIED.

NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

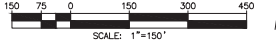
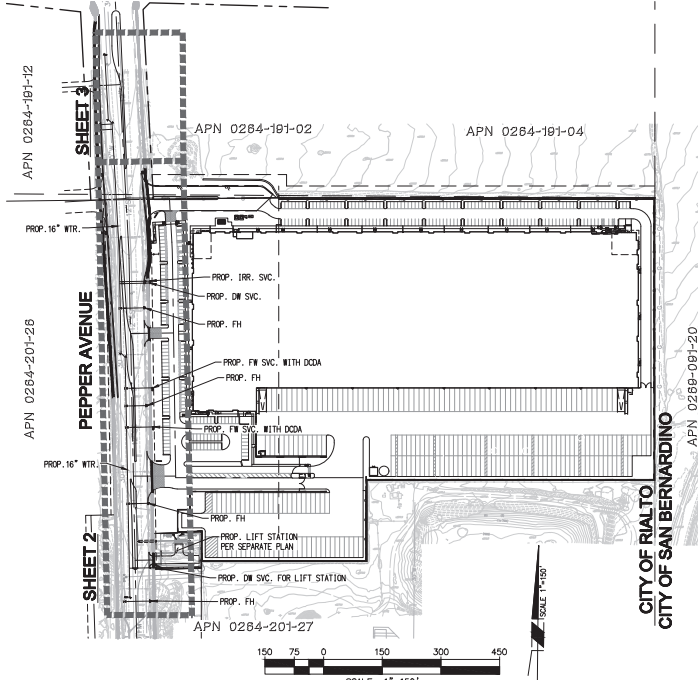
THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT ALL DISCREPANCIES TO THE OWNER PRIOR TO THE COMMENCEMENT OR WORK.

LEGAL DESCRIPTION

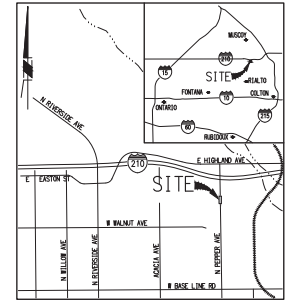
PARCEL 1 AND 2 AS SHOWN CERTIFICATE OF COMPLIANCE NO. LL4021-0010, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 10, 2021 AS INSTRUMENT NO. 2021-0510523 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THAT PORTION OF LAND LYING IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA LYING WITHIN THE NORTHEAST QUARTER OR SECTION 36, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN.

WEST VALLEY WATER DISTRICT
WATER IMPROVEMENT PLAN
RIALTO DISTRIBUTION CENTER 1
CITY OF RIALTO



CONSTRUCTION NOTES

Table with 3 columns: Description, QTY., and UNIT. It lists 23 construction items such as 'INSTALL 16\"/>



DEVELOPER / OWNER

BRIDGE LOGISTICS PROPERTIES
1501 QUAIL STREET, SUITE 10
NEWPORT BEACH, CA 92660
CONTACT: BOB GLOVE
PH: (954) 882-8793

LANDSCAPE ARCHITECT

WALTER LANDSCAPE, INC.
711 FEE AVE STREET,
PLACENTIA, CA 92670
CONTACT: TOM WIVES
PH: (714) 966-2400

ABBREVIATIONS

Table mapping symbols to abbreviations and their meanings. It includes categories like 'BEGINNING OF CURVE', 'CENTERLINE', 'EXIST. TOP OF CURB', etc., with corresponding symbols and descriptions.

LEGEND

Table mapping symbols to legend items. It includes categories like 'RIGHT OF WAY', 'EXIST. ELECTRIC', 'EXIST. TELEPHONE', etc., with corresponding symbols and descriptions.

SHEET INDEX

Table listing sheet numbers and descriptions. Sheet 1 is 'TITLE SHEET & QUANTITIES', Sheet 2 is 'PEPPER AVENUE STA 24+00.00 - 36+00.00', and Sheet 3 is 'PEPPER AVENUE STA 36+00.00 - 38+75.00'.

UNDERGROUND SERVICE DIG ALERT
CALLTOLL FREE
811
1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

Table for project details including 'MARK', 'REVISIONS', 'APPR. DATE', and 'RESTORED BY: DRAWN BY: CHECKED BY:'.

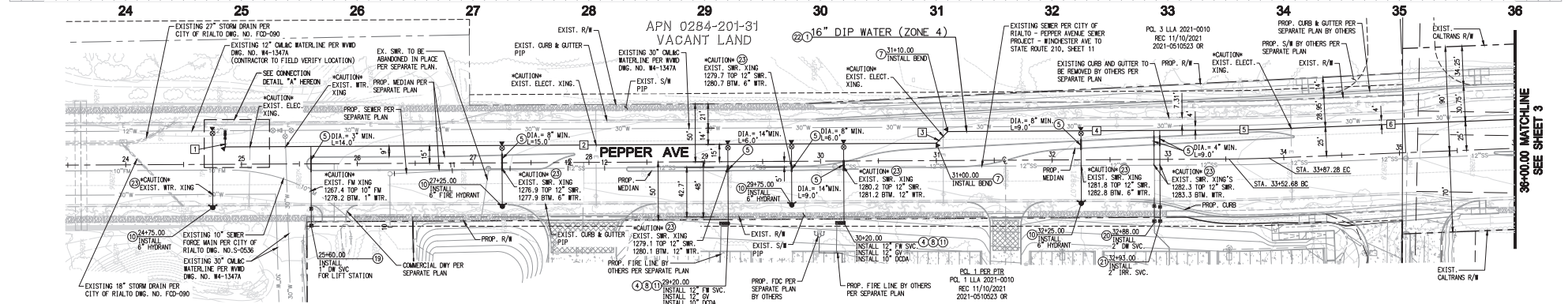
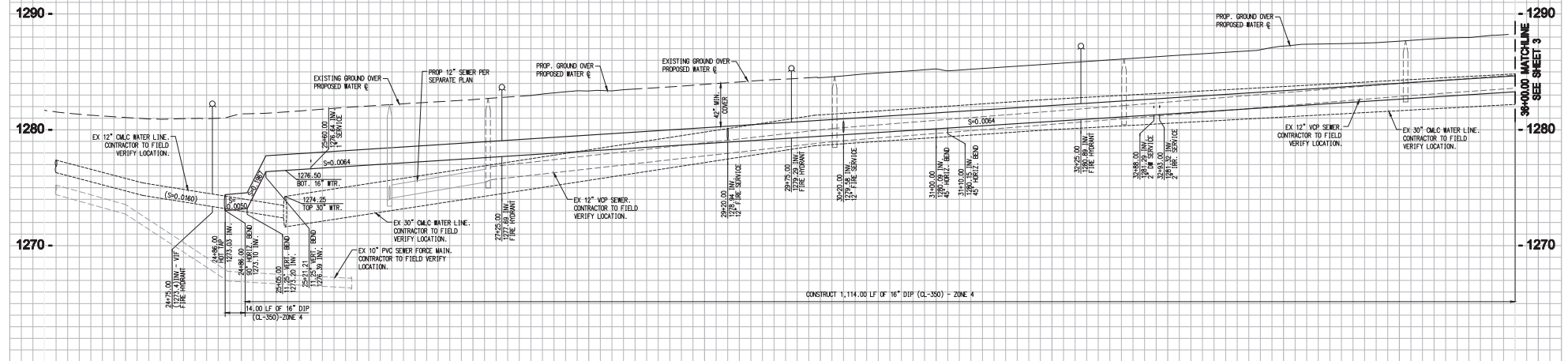


Table for project approval and supervision, including 'PREPARED UNDER THE SUPERVISION OF: FRANCISCO MARTINEZ, JR.', 'RECOMMENDED FOR APPROVAL BY: WILLIAM ENGINEERS', and 'APPROVED BY: MICHAEL ADEMAN, ACTING CITY ENGINEER'.

FMCIVIL ENGINEERING, INC.
41870 KALMA STREET, SUITE 120 | MARIETTA, CA 95662
951.973.0201 - FMCIVIL.COM
BENCH MARK: B.M. NO. 1F 628 NAVD83 ELEVATION = 1006.35'

WEST VALLEY WATER DISTRICT
WATERLINE IMPROVEMENT PLANS FOR
RIALTO DISTRIBUTION CENTER 1
PEPPER AVENUE
TITLE SHEET
Pressure Zone: ZONE 4
Atlas Sheet: H16, H17, H16, & H17
WIP Number: D25005

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

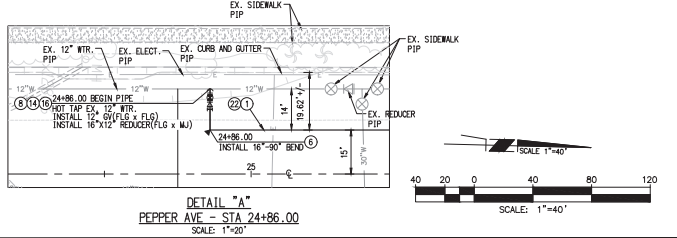


CONSTRUCTION NOTES

- ① INSTALL 16" DIP CLASS 300 WITH FULLY RESTRAINED JOINTS PER MWSD STD #30
- ② INSTALL FLG 90° TEE (16" x 16" x 12")
- ③ INSTALL PIPE SLEEVE AT MEDIAN CROSSINGS. USE SCH. 40 STEEL PIPE OR PVC C900 (OR APPROVED EQUAL BY DISTRICT). SIZE AND LENGTH SHOWN ON PLAN. INSIDE DIAMETER OF SLEEVE SHALL BE A MINIMUM OF 2-INCHES LARGER THAN THE INSIDE DIAMETER OF THE CARRIER PIPE.
- ④ INSTALL 16" D.I., 90° BEND (N x M)
- ⑤ INSTALL 16" D.I., 45° BEND (N x M)
- ⑥ INSTALL 12" GATE VALVE (FLG x FLG) WITH VALVE BOX PER MWSD STD #11
- ⑦ INSTALL 6" FIRE HYDRANT ASSEMBLY WITH BREAKOFF CHECK VALVE PER MWSD STD #2
- ⑧ INSTALL 12" FIRE SERVICE WITH 10" ODDA PER MWSD STD #15
- ⑨ HOT TAP EXISTING WATER MAIN PER MWSD STD. #19 (STEEL PIPE ONLY) OR #28 (ALL OTHER PIPE MATERIALS)
- ⑩ INSTALL 16"x12" REDUCER (FLG x M)

- ⑪ INSTALL 1" WATER SERVICE WITH 1" METER AND 1" BACKFLOW PER MWSD STD #4 AND #20. BACKFLOW DEVICE SHALL BE INSTALLED ON WEST SIDE OF GATE/TEE.
- ⑫ INSTALL 2" WATER SERVICE WITH A 2" METER AND 2" BACKFLOW PER MWSD STD #5 AND #20.
- ⑬ INSTALL 2" IRRIGATION WATER SERVICE WITH A 2" METER AND 2" BACKFLOW PER MWSD STD #5 AND #20
- ⑭ TRENCH / EXCAVATE / BACKFILL PER MWSD STD #1
- ⑮ LATERAL SERVICE TO CROSS OVER EXISTING UTILITY LINE. MAINTAIN 1-FT MIN. VERTICAL CLEARANCE OVER EXISTING UTILITY. PROVIDE CONCRETE BLANKET (1-SACK SLURRY) OVER SERVICE LINE PER MWSD STD. #24 WHEN COVER IS LESS THAN 42"

LINE/CURVE DATA TABLE					
NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NOTE
1	N 88°25'58" E	14.00'	---	---	16" DIP WATER
2	N 51°23'02" W	---	614.00'	---	16" DIP WATER
3	N 46°43'02" W	---	14.14'	---	16" DIP WATER
4	N 01°43'02" W	---	242.88'	---	16" DIP WATER
5	01°58'51"	975.00'	33.74'	16.87'	16" DIP WATER
6	N 03°41'59" W	---	212.72'	---	16" DIP WATER



UNDERGROUND SERVICE DIG ALERT

CALL/TOLL FREE
 811
 1-800-422-4133

NO WORKING DAYS BEFORE YOU DIG

MARK: _____ REVISIONS: _____ APPR. DATE: _____

EXISTED BY: _____ DRAWN BY: _____ CHECKED BY: _____



PREPARED UNDER THE SUPERVISION OF:
 FRANCISCO MARTINEZ, JR., RCE NO. 84640, EXP. 03/31/2026 DATE _____
 RECOMMENDED FOR APPROVAL BY WILLIDAN ENGINEERS
 RONALD J. STEIN, RCE 86877 DATE _____
 APPROVED BY:
 MICHAEL ACEDERMAN, ACTING CITY ENGINEER, RCE 84663 DATE _____

FMCIVIL
 ENGINEERING INC.
 41870 KALMA STREET, SUITE 120 | MARIETTA | CA 95626
 951.973.0201 - FMCIVIL.COM

BENCH MARK: B.M. No. LF 628 NAVD83 ELEVATION = 1006.35'
 DESCRIPTION: FOUND STANDARD MISC. 24" DIA. HIGH ALUMINUM DISC, STAMPED "F 838 1907" SET IN TOP OF NEURAL. MARKING IS LOCATED 0.1 MILE (0.264) SOUTH FROM THE INTERSECTION OF PEPPER AVE AND JARPA AVE, 56 FEET (16.8 M) SOUTH OF MIDDLE BL. 25.5 FEET (8.1 M) WEST OF PEPPER AVE AT THE NORTH END OF A 44 FOOT (13.4 M) LONG 16" DIA. CONCRETE CHANNEL. B.M.

WEST VALLEY WATER DISTRICT
 WATERLINE IMPROVEMENT PLANS FOR
 RIALTO DISTRIBUTION CENTER 1
 PEPPER AVENUE - STA 24+86.00 - 36+00.00

SHEET
 2 OF 3
 SHEETS

Pressure Zone: ZONE 4
 Atlas Sheet: H16, H17, H16, & H17
 WIP Number: D25005

PRELIMINARY - FOR REVIEW PURPOSES ONLY

Exhibit C

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Rialto Distribution Center 1 (dated)**. This premium charged on this bond is \$ _____ being at the rate of \$ _____ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**LIT BLV CA Pepper Avenue Owner LP
1501 Quail St, Suite 110
Newport Beach, CA 92660**

as the "Principal", an agreement for the work described as follows:

Water System Installation in Accordance with Approved Water Improvement Plans for Rialto Distribution Center 1 (dated)

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and _____ (Name of Surety)

_____ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**) no/100 dollars (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2025.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

LIT BLV CA Pepper Ave Owner LP

A Limited Partnership

By: _____
Bob Close
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



STAFF REPORT

DATE: January 23, 2025
TO: Engineering, Operations and Planning Committee
FROM: Rocky Welborn, Director of Engineering
SUBJECT: Change Order 7 for the Roemer Upgrade and Expansion Project

MEETING HISTORY:

N/A

BACKGROUND:

In February 2023 the Board of Directors approved a \$3,000,000 construction contingency for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion project which was set aside for unexpected costs during construction. Construction contingency is a form of risk management used to avoid cutting costs, to keep the project's schedule on track and to ensure material and workmanship quality. It is also used to cover other costs such as:

- Unknown underground conflicts
- Unforeseen conditions and services
- Owner-requested changes and/or design upgrades and modifications

Unexpected costs are inevitable on a project of this magnitude and within the current unpredictable construction/procurement environment. Identifying the need for the unexpected cost through a change order and managing them as they arise are key to the project's success.

To date, the District has approved 6 change orders to address project needs.

DISCUSSION:

Attached as Exhibit A is Change Order No. 7 for the above referenced project. This change order includes "extra" items of work arising from unexpected utility conflicts with proposed improvements, lack of accurate as-built records and/or malfunctioning existing equipment, and owner requested changes. Also included in this Change Order are credits from original bid line items that staff is recommending to be removed from PCL's contract and may address in other methods. A brief description of the recommended changes included in the change order is provided below:

1. Operations Building Addition: Various upgrades and modifications have been identified as the Operations Building is being constructed. The included upgrades are: 1) new drainage from the sample analysis

instruments for reuse onsite, 2) an additional shower head in the locker room to comply with OSHA requirements, 3) increasing the height of the cabinets in the laboratory for improved ergonomics, 4) upgraded lockers for staff. These upgrades are intended to make the operations more functional for staff and conserve water usage.

2. Main Power Feed: As part of the project Southern California Edison was required to relocate the existing main electrical feed to accommodate new electrical switch gear. Energized conductors remained in the old pull boxes and vaults, that need to be shielded from easy access. The design engineer recommended sealing of the old pull boxes to reduce exposure risks. Also included in this item is added costs for weekend work to accommodate SCE expedited schedule.
3. Unforeseen Services: Two unforeseen site conditions were encountered since the last change order including; 1) a duct bank along Riverside Avenue that was larger than expected requiring concrete chipping and rerouting of irrigation piping, 2) relocation of a sidewalk to avoid a telecommunication underground utility. Also included in this item is the replacement of an existing onsite sewer that was observed to be heavily corroded and compromised during onsite trenching.
4. Site Valving and Isolation: During the construction activities several components of the plant required isolation via existing valves and gates, due to age and corrosion some of the required isolation valves and gates did not function as intended. This item includes: 1) added costs for the demolition of a nonfunctional gate, 2) additional time and materials related to a shutdown that was elongated due to a lack of functional isolation, and 3) replacing a non-operable 16-inch backwash valve.
5. Operations Requests: The existing influent flow meter for State Water Project usage experienced a failure last year. New flow meters have a longer lay length that requires piping modification to weld new flanges. This item will include the piping modification and placement of a new flow meter.
6. Credits: The original contract for the project included several items to be initiated at the District's request. Two of these items were upgrades to the aesthetics and roof line of the existing filter building and supplying spare parts. As construction has occurred staff has determined the aesthetic and roof line modifications are non-time sensitive activities and is recommending that it be de-scoped from the project, for a value of \$450,000. Operations staff has expressed a desire to stock spare parts as needed and not to rely on the Contractor to provide spare parts, this item will remove the \$100,000 allowance for spare parts.

No time impacts to the project schedule result from this change order.

FISCAL IMPACT:

The added cost to perform the additional work as outlined in Change Order No. 7 is \$224,913.58 the described credits are \$550,000.00 for a net cost of negative \$325,086.42. The net cost for this change order is to be covered through the existing construction contingency which will leave \$1,803,985.01 available for any future change orders if needed. This change order will decrease the contract amount to \$60,312,885.98.

REQUESTED ACTION:

Forward a recommendation for the Board of Directors to:

1. Approve Change Order No. 7 with PCL Construction, Inc. in the credit amount of \$325,086.42, and;
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - Change Order 7.pdf](#)

WEST VALLEY WATER DISTRICT

CHANGE ORDER

Order No. 7
Date 1/16/2025
Agreement Date 10/31/2022
Sheet 1 of 3

Owner: West Valley Water District

Project: Oliver P Roemer Water Filtration Facility Upgrade and Expansion

Contractor: PCL Construction, Inc

The following changes are hereby made to the Contract Documents:

ITEM NO.	<u>EXTRA WORK DESCRIPTION</u>	<u>ADD</u>	<u>DEDUCT</u>	<u>CALENDAR DAYS</u>
1	Operations Building Addition	\$50,089.24	-	-
2	Main Power Feed	\$7,140.42	-	-
3	Unforeseen Services	\$108,662.28	-	-
4	Site Valving and Isolation	\$43,830.69	-	-
5	Operations Requests	\$15,190.95	-	-
6	Credits		\$550,000.00	
	TOTALS	-\$325,086.42	-	-
TOTALS FOR CHANGE ORDER NO. 7		-\$325,086.42		0

DISCUSSION

Attached as Exhibit A is Change Order No. 7 for the above referenced project. This change order includes “extra” items of work arising from unexpected utility conflicts with proposed improvements, lack of accurate as-built records and/or malfunctioning existing equipment, and owner requested changes. Also included in this Change Order are credits from original bid line items that staff is recommending to be removed from PCL’s contract and may address in other methods. A brief description of the recommended changes included in the change order is provided below:

1. Operations Building Addition: Various upgrades and modifications have been identified as the Operations Building is being constructed. The included upgrades are: 1) New drainage from the sample analysis instruments for reuse onsite, 2) an additional showerhead in the locker room to comply with OSHA requirements, 3) chemical resistant material at the lab room with cabinet modifications, and 4) upgraded lockers for staff. These upgrades are intend to make the operations

more functional for staff and conserve water usage.

2. Main Power Feed: As part of the project Southern California Edison was required to relocate the existing main electrical feed to accommodate new electrical switch gear. Energized conductors remained in the old pull boxes and vaults, that need to be shielded from easy access. The design engineer recommended sealing of the old pull boxes to reduce exposure risks. Also included in this item is added costs for weekend work to accommodate SCE expedited schedule.

3. Unforeseen Services: Two unforeseen site conditions were encountered since the last change order including; 1) a duct bank along Riverside Avenue that was larger than expected requiring concrete chipping and rerouting of irrigation piping, 2) Verizon relocation of a pull box on the sidewalk to avoid a telecommunication underground utility. Also included in this item is the replacement of an existing onsite sewer that was observed to be heavily corroded and compromised during onsite trenching.

4. Site Valving and Isolation: During the construction activities several components of the plant required isolation via existing valves and gates, due to age and corrosion some of the required isolation valves and gates did not function as intended. This item includes: 1) added costs for the demolition of a nonfunctional gate, 2) additional time and materials related to a shutdown that was elongated due to a lack of functional isolation, and 3) replacing a non-operable 16-inch backwash valve.

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6. Credits: The original contract for the project included several items to be initiated at the District's request. Two of these items were upgrades to the aesthetics and roof line of the existing filter building and supplying spare parts. As construction has occurred staff has determined the aesthetic and roof line modifications are non-time sensitive activities and is recommending that it be descoped from the project, for a value of \$450,000. Operations staff has expressed a desire to stock spare parts as needed and not to rely on the Contractor to provide spare parts, this item will remove the \$100,000 allowance for spare parts.

No time impacts to the project schedule result from this change order.

CHANGE TO CONTRACT PRICE

Original Contract Price	<u>\$ 59,116,871.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	<u>\$ 60,637,972.41</u>
Contract Price due to this Change Order shall be decreased	<u>\$325,086.42</u>
New Contract Price including this Change Order	<u>\$ 60,312,885.98</u>

CHANGE TO CONTRACT TIME

Contract Time will be

No time impacts
(Calendar Days)

Date for Completion of all Work

05/31/2025
(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.



Alejandro Juarez

Requested By (Contractor)

(Print Name)

Date

Paul Hermann

Recommended By
(Project Manager)

(Print Name)

Date

Rocky Welborn

Recommended By
(Director of Engineering)

(Print Name)

Date

John Thiel

Recommended By
(General Manager)

(Print Name)

Date

Accepted By (Owner)

(Print Name)

Date



CONSTRUCTION

**Exhibit A
For Item #1**



November 5, 2024

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Shah Nawaz
Senior Engineer
West Valley Water District
855 W. Base Line P.O. Box 920
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

RE: SCADA Room and Lab Sample Sink Drain Line Reroute

Dear Mr. Hermann and Mr. Nawaz,

Please find attached the Change Request package submitted to address the cost impacts associated with Operations Building sample sink drain line reroute. This request follows our verbal discussions during the weekly Operations Building Customizations meetings, as well as written correspondence between PCL Construction, West Valley Water District, and GHD.

At the direction of West Valley Water District and GHD, PCL initiated additional efforts to reroute the drain line that connects to Sink SK-3 (the sample sink) in the SCADA Room and Lab, so that the water draining from it can be recycled back into the plant processes. The original routing for the drain in the IFC Stantec plumbing drawings will be capped and the line will be routed through a furred-out wall in Operations Room 2, exit the building and tie in underground, into the 24" Back Wash line that is connected to Recovery Ponds 5 & 6. Stantec has advised that their design was intended to account for the possibility of contamination from chemicals and reagents being dumped down this sink. PCL Construction reserves the right to reassess the proposed pricing should any further changes be requested or the condition of the 24" Back Wash Line is found unsuitable for connecting to.

As previously communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL has completed the additional work related to the requested customization. A summary of the pricing associated with this customization, is provided below.

A. Breakdown of Pricing/Credits:

1. **Best Interiors, Inc:** Provided Pricing for install of a furred-out wall in Operations Building 2 per RFI-00206, and patching for the exterior plaster after coring a hole for the drain line.
2. **Pan-Pacific Mechanical:** Cap existing drain line in the wall and install new drain line inside the building and connect this to the 24" Backwash per RFI-00206

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com



3. **LEED Electric:** Adjustment of outlet locations to work around the routing of the drain line and re-piping conduit and boxes to be in the furred out wall.
4. **Fast Signs:** Sign for Sample Sink stating "CAUTION: THIS IS NOT A WASH SINK. DO NOT WASH HANDS OR EQUIPMENT. DO NOT USE DETERGENT OR SOAP. DO NOT DISCHARGE ANY CHEMICALS, SOLIDS, OR LIQUID WASTES OTHER THAN SAMPLE WATER."

Sincerely,

A handwritten signature in black ink, appearing to read "K. Goetz", written over a light gray rectangular background.

Kevin Goetz
Project Manager
kgoetz@pcl.com

PCL Construction, Inc.
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX # 0050

PCO # TBD
DATE: 11/5/24
ESTIMATOR:

DESCRIPTION:

Sample Sink drain line reroute and connection to existing 24" back wash line connecting to Ponds 5 & .

DIRECT ESTIMATE

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	26,600.73
SUBTOTAL		\$	26,600.73

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	1,330.04
SUBTOTAL MARKUP		\$	1,330.04

SUBTOTAL WITH DIRECT MARKUP \$ **27,930.77**

TOTAL ADDITIONAL WORK \$ 27,930.77

GRAND TOTAL THIS CHANGE \$ 27,930.77



CONSTRUCTION

December 10, 2024

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Shah Nawaz
Senior Engineer
West Valley Water District
855 W. Base Line P.O. Box 920
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

RE: Operations Building Employee Restroom Additional Shower Head – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change

Dear Mr. Hermann and Mr. Nawaz,

Please find attached the Change Request package submitted to address the cost impacts associated with Operations Building Employee Restroom Additional shower head. This request follows our verbal discussions during the weekly Operations Building Customizations meetings, as well as written correspondence between PCL Construction, West Valley Water District, and GHD.

At the direction of West Valley Water District and GHD, PCL initiated additional efforts for the procurement and installation of an additional shower head inside the employee restroom on the south wall of the shower. PCL discussed with the engineer of record, Stantec, and they deemed acceptable to install an additional shower head with the installation of diverter valve/required piping.

As previously communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL has completed the additional work related to the requested customization. A summary of the pricing associated with this customization, is provided below.

A. Breakdown of Pricing/Credits:

1. **Pan-Pacific Mechanical:** Furnish and install the piping/valves required to connect the added shower head to the original shower valve.
2. **Best Interiors:** Removal and re-installation of the employee restroom shower drywall.

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com



CONSTRUCTION

Sincerely,

A handwritten signature in black ink, appearing to be "K. Goetz", with a long, sweeping flourish extending to the right.

Kevin Goetz
Project Manager
kgoetz@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com

PCL Construction, Inc.
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX # 061

PCO # TBD
DATE: 12/10/24
ESTIMATOR:

DESCRIPTION:

Operations Building Additional Shower Head (Employee Restroom)

DIRECT ESTIMATE

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	5,974.32
SUBTOTAL		\$	5,974.32

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	298.72
SUBTOTAL MARKUP		\$	298.72

SUBTOTAL WITH DIRECT MARKUP \$ **6,273.04**

TOTAL ADDITIONAL WORK \$ 6,273.04

GRAND TOTAL THIS CHANGE \$ 6,273.04



November 6, 2024

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Shah Nawaz
Senior Engineer
West Valley Water District
855 W. Base Line P.O. Box 920
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

RE: Swapping of Particle Board Cores for MDF cores at LAB and SCADA Room and increase cabinet height to 38"

Dear Mr. Hermann and Mr. Nawaz,

Please find attached the Change Request package submitted to address the cost impacts associated with Operations Building swapping of the cores on the laminate cabinets and raising the heights of the countertops. This request follows our verbal discussions during the weekly Operations Building Customizations meetings, as well as written correspondence between PCL Construction, West Valley Water District, and GHD.

At the direction of West Valley Water District and GHD, PCL and subs initiated additional efforts to provide information and pricing on the swapping of the particle board cores in the plastic laminates for the cabinets to MDF and raising the countertops in the LAB and SCADA Room to 38".

As previously communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL has completed the additional work related to the requested customization. A summary of the pricing associated with this customization, is provided below.

A. Breakdown of Pricing/Credits:

1. **ISEC Corporation:** Provided Pricing for swapping the particle board cores for MDF in the cabinets and raising the heights of the countertops to 38" in the LAB and SCADA Room.
2. **Pan-Pacific Mechanical:** Raise rough in Heights for countertops.



CONSTRUCTION

Sincerely,

A handwritten signature in black ink, appearing to be "K. Goetz", written over a light gray rectangular background.

Kevin Goetz
Project Manager
kgoetz@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

PCL Construction, Inc.
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX # 0051

PCO # TBD
DATE: 11/6/24
ESTIMATOR:

DESCRIPTION: Swapping of Particle Board Cores for MDF cores at LAB and SCADA Room and increase cabinet height to 38"

DIRECT ESTIMATE

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	14,148.98
SUBTOTAL		\$	14,148.98

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	707.45
SUBTOTAL MARKUP		\$	707.45

SUBTOTAL WITH DIRECT MARKUP \$ **14,856.43**

TOTAL ADDITIONAL WORK \$ 14,856.43

GRAND TOTAL THIS CHANGE \$ 14,856.43



CONSTRUCTION

January 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line P.O. Box 920
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

Locker Modifications

RE: ~~Operations Building Door 101-B Customization~~ – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change

Dear Mr. Hermann and Mr. Welborn,

Please find attached the Change Request package submitted to address the cost impacts associated with Operations Building Metal Locker Customization. This request follows our verbal discussions during the weekly Operations Building Customizations meetings, as well as written correspondence between PCL Construction, West Valley Water District, and GHD.

At the direction of WVWD and GHD, PCL initiated discussions with the operations Building metal locker supplier regarding the customizations requested by the owner. The Invincible II metal lockers, as specified in the IFC specifications, were reviewed against the original shop drawings, prompting customization requests from the owner and GHD, as documented in the meeting minutes and email correspondence. H2I Group has confirmed that these customizations can be accommodated, and this has been acknowledged by WVWD and GHD.

As previously communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL has completed the additional work related to the requested customization. A summary of the pricing associated with this customization, is provided below.

A. Breakdown of Pricing:

1. **H2I Group / PCL: Price difference for the customizations requested by Owner/GHD**

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com



CONSTRUCTION

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez".

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com

PCL Construction, Inc.
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX # 070

PCO # TBD
DATE: 1/16/25
ESTIMATOR:

DESCRIPTION:

Operations Building Invincible II Metal Locker Customization

DIRECT ESTIMATE

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	980.00
SUBTOTAL		\$	980.00

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	49.00
SUBTOTAL MARKUP		\$	49.00

SUBTOTAL WITH DIRECT MARKUP \$ **1,029.00**

TOTAL ADDITIONAL WORK \$ 1,029.00

GRAND TOTAL THIS CHANGE \$ 1,029.00



CONSTRUCTION

**Exhibit A
For Item #2**



CONSTRUCTION

December 3, 2024

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Shah Nawaz
Senior Engineer
West Valley Water District
855 W. Base Line P.O. Box 920
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

RE: Abandonment & Installation of Plate on "Old" Edison Slab Box – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change

Dear Mr. Hermann and Mr. Nawaz,

Please find attached the Change Request package, which addresses the cost implications associated with West Valley Water District's (WVWD) request to perform the abandonment and installation of plate on "old" Edison Slab Box. This work will take place after Edison arrives onsite to relocate the existing transformer to the new slab box.

Below is a summary of the costs associated with the demolition and backfill of "old" Edison slab box:

A. Breakdown of Pricing:

1. **PCL Construction, Inc.:** After the transformer has been relocated and the "old" duct bank abandoned, PCL will proceed with grouting the ends of the "old" conduits to prevent the ingress of liquids or debris. Once the conduits have been sealed within the "old" slab box, an aluminum plate will be installed to cap the open space on the top slab. Exclusions from PCL's scope of work include: Excavation, Utility Locating, Patching of conduit inside SCE PME and any type of demolition work.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Goetz", written over a light gray rectangular background.

Kevin Goetz
Project Manager
kgoetz@pcl.com

PCL CONSTRUCTION INC.
3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

PCL Construction, Inc.
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX # 058

PCO # TBD
DATE: 12/3/24
ESTIMATOR:

DESCRIPTION:

Installation of plate and modification to existing Edison slab box

DIRECT ESTIMATE

LABOR		\$	1,807.08
EQUIPMENT		\$	7.32
MATERIALS		\$	1,185
SUBCONTRACTOR		\$	-
SUBTOTAL		\$	2,999.43

DIRECT MARKUP

LABOR	25%	\$	451.77
EQUIPMENT	20%	\$	1.46
MATERIALS	15%	\$	178
SUBCONTRACTOR	5%	\$	-
SUBTOTAL MARKUP		\$	630.99

SUBTOTAL WITH DIRECT MARKUP \$ **3,630.42**

TOTAL ADDITIONAL WORK \$ 3,630.42

GRAND TOTAL THIS CHANGE \$ 3,630.42



CONSTRUCTION

December 23, 2024

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Southern California Edison Weekend Related Work

Mr. Hermann and Mr. Welborn,

Please accept the attached package as a Change Request due to the cost impacts associated with the weekend work performed by Southern California Edison (SCE).

On Saturday, December 14, 2024, SCE performed their Hot Tie-In, after relocating their transformer to the new location and rewiring. SCE's work effectively relocated the path to power Roemer from the old gear to the new gear. The old gear is still being used and so part of the scope of the contract work was to feed the old gear through the new gear. PCL attempted to schedule SCE several times, but each time SCE persistently scheduled their work for Saturday. This meant that in order to avoid an elongated shutdown after SCE completed their work that contract work would have to follow immediately after during the weekend. PCL's subcontractor, LEED, performed the contract work on Saturday night and Sunday in order to minimize the plant shutdown after SCE's Saturday work. Only the delta between Standard contract time and Overtime was assessed for this change order.

Enclosures:

- 1.) Corresponding Change Order Including Pricing
- 2.) LEED cost breakdown
- 3.) SCE Email Correspondences

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez", with a stylized flourish at the end.

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.
3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX-0068 - SCE Weekend Work

PCO # 0068
DATE: 12/23/24
ESTIMATOR: AXJ

DESCRIPTION:

Southern California Edison Weekend Related Work

DIRECT ESTIMATE

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	3,510.00
SUBTOTAL		\$	3,510.00

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%		
BOND ON DIRECT WORK	0%	\$	-
SUBTOTAL MARKUP		\$	-

SUBTOTAL WITH DIRECT MARKUP \$ 3,510.00

TOTAL ADDITIONAL WORK \$ 3,510.00

GRAND TOTAL THIS CHANGE \$ 3,510.00



CONSTRUCTION

**Exhibit A
For Item #3**



CONSTRUCTION

January 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line P.O. Box 920
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Differing Site Conditions- Unforeseen conditions on N Riverside Ave (Flatwork & Landscape)– Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change

Mr. Hermann and Mr. Rocky,

Please accept the attached package as a Change Request, addressing the cost impacts associated with unforeseen conditions encountered during work on N Riverside Ave (Flatwork & Landscaping). During the excavation process, PCL & Marina identified several unforeseen encasements such as slurry encasements/concrete treated base/Layers of Asphalt.

As communicated to GHD on October 23rd, 2024, while excavating for the curb, gutter, and deceleration lane near the N Riverside Ave driveway entrance, an unforeseen encasement was encountered at a very shallow elevation, just below the asphalt level. The record drawings did not indicate the presence of this encasement, nor did they provide information on its purpose or contents. This encasement interfered with the designated area and elevation for the curb and gutter installation.

Secondly, as communicated to GHD on December 2nd, 2024, during excavation for the irrigation mainline on the west side of the newly installed sidewalk, unforeseen encasements were discovered at a shallow elevation just below the subgrade level. These encasements obstructed the planned route and depth of the irrigation mainline, which would have also impacted the future installation of trees and plants.

Lastly, as communicated to GHD on December 30th, 2024, while excavating for the planters, our landscaping subcontractor encountered a layer of slurry and asphalt at a shallow depth in the designated planting areas. The exact depth of this layer remains unknown. This unforeseen condition was not documented in the record drawings and has created obstacles to the proper installation of planters, potentially compromising their survival.

As communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL and subcontractors performed the work associated with this change on a time and material basis, as described below.

Below is a summary of the pricing associated with the additional labor efforts related to unforeseen conditions encountered (slurry encasements/concrete treated base/Layers of Asphalt) at N Riverside Ave (Flatwork & Landscaping):

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com



CONSTRUCTION

A. Tracked on a Time and Material basis:

1. **Additional Efforts performed by PCL:** PCL self-performed work consisted of:
 - a. Conducted investigations to assess the unforeseen encasement encountered in the curb and gutter area along N Riverside Ave.
 - b. Performed chipping and removal of the slurry encroaching into the designated curb and gutter area to ensure proper installation.

2. **Additional Efforts performed by Marina Landscape, Inc:** Marina Landscape work consisted of:
 - a. Investigated the unforeseen encasements encountered in the designated areas for the irrigation mainline and planters.
 - b. Removed the slurry, asphalt, and concrete-treated base (CAB) layers obstructing the irrigation mainline route and planting areas.

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez".

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com

PCL Construction, Inc.
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX # 069

PCO # TBD
DATE: 1/15/25
ESTIMATOR:

DESCRIPTION:

Unforeseen Conditions at N Riverside Ave

DIRECT ESTIMATE

LABOR		\$	1,933.81
EQUIPMENT		\$	1,296.16
MATERIALS		\$	-
SUBCONTRACTOR		\$	17,160.84
SUBTOTAL		\$	20,390.81

DIRECT MARKUP

LABOR	25%	\$	483.45
EQUIPMENT	20%	\$	259.23
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	858.04
SUBTOTAL MARKUP		\$	1,600.73

SUBTOTAL WITH DIRECT MARKUP \$ **21,991.54**

TOTAL ADDITIONAL WORK \$ 21,991.54

GRAND TOTAL THIS CHANGE \$ 21,991.54

	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
					MANHOURS		AMOUNT		SUPPLIED MATERIALS				
					U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
Labor													
Cement Mason	3.0	HRS			98.56	295.68		\$ 295.68					\$ 295.68
Laborer	7.0	HRS			91.23	638.61		\$ 638.61					\$ 638.61
Operator Group #8	5.0	HRS			117.29	586.45		\$ 586.45					\$ 586.45
Operator Group #10	3.0	HRS			137.69	413.07		\$ 413.07					\$ 413.07
EQUIPMENT													
Bobcat E-88 R-2 Series	3.0	HR	\$ 60.36	\$ 181.08									\$ 181.08
John Deere Backhoe 310G	5.0	HR	\$ 58.60	\$ 293.00									\$ 293.00
Hydraulic Hammer	1.0	LS		\$ 739.38									\$ 739.38
Roto Hammer	2.0	HR	\$ 41.35	\$ 82.70									
Vendor Materials													\$ -
Subcontractor													
Marina Landscape COR#102	1.0	LS										\$4,772.84	\$4,772.84
Marina Landscape COR#103	1.0	LS										\$12,388.00	\$12,388.00
Materials													
				\$ 1,296.16		1933.81		\$ 1,933.81		\$ -		\$ 17,160.84	\$ 20,308.11
MARKUPS													
EQUIPMENT	20%			\$ 259.23									
OTHER ITEMS	5%												
LABOR	25%						\$ 483.45						
MATERIALS	15%								\$ -				
SUBCONTRACTS	5%										\$ 858.04		
SUBTOTALS WITH MARKUP				\$ 1,555.39			\$ 2,417.26		\$ -		\$ 18,018.88	\$ 21,991.54	
Notes:													



CONSTRUCTION

January 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Verizon Scope for Pull Box Relocation

Mr. Hermann and Mr. Welborn,

Please review the following change order requested in regard to the work Verizon will perform to relocate their pull box on Riverside Ave.

The District agreed that PCL could enter into an agreement on their behalf with Verizon in order for Verizon to relocate a pull box out of the sidewalk right of way. The amount of the agreement was for \$4,827.54. The following are included.

- Coordination and management of Verizon as a subcontractor to relocate their pull box. This is a courtesy and will not be billed.
- Concrete work after the relocation and landscape or underground work to accommodate the Verizon relocation. These efforts will be tracked at the time of the work as time and material and presented for approval once the work is witnessed.

In the event of a change in conditions based on the anticipated scope, PCL reserves the right to revise it's estimate and notify the Owner as soon as possible. Thank you for the opportunity to quote this work.

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez".

Alejandro Juarez
Project Manager
AJuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“**Agreement**”) is made and entered into on _____, 2024, by and between **MCImetro Access Transmission Services LLC**, a Delaware Limited Liability Company (“**Utility**”), having an address at 600 Hidden Ridge, Irving, Texas 75038, and **PCL CONSTRUCTION, INC.**, (“**Reimbursor**”), having an address at 1711 W Greentree Drive, #201, Tempe, AZ 85284. The signatories to this Agreement shall be referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

1. Reimbursor has requested that Utility relocate its facilities within the Reimbursor’s right-of-way (the “**Project**”) in connection with work to be performed by Reimbursor.
2. Reimbursor will pay Utility for work it performs in support of the Project as set forth in **Exhibits A and B** attached hereto (the “**Payment**”).

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

1. Reimbursor agrees that:
 - (a) **Exhibit A**, attached hereto and made a part hereof, represents the scope of work for the Project;
 - (b) consistent with Section 3 below, Reimbursor shall bear all actual costs (“**Costs**”) incurred by Utility, as set forth in **Exhibit B** hereto, and relating to any construction by Utility in connection with the Project, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes, travel expenses, railroad right-of-way access and flagging fees, permit fees, legal fees and other reasonable out of pocket expenses;
 - (c) it waives any and all delay damage claims, except if caused solely by the gross negligence or willful misconduct of Utility;
 - (d) Utility’s work associated with the Project shall not be deemed a betterment nor shall there be any salvage value in any of Utility’s facilities removed or decommissioned;
 - (e) Utility shall not be required to place its facilities in the ground or on structures that do not meet Utility’s engineering standards or where Reimbursor cannot provide sufficient documentation that it has secured necessary property rights, easements or other right-of-way rights for Utility to place its facilities in the designated location;
 - (f) Utility may, in its sole discretion, abandon in place portions of its facilities for removal and disposal by Reimbursor;
 - (g) if needed by Utility, Reimbursor shall provide access to, and flagging at no charge for, public or railroad right-of-way; and
 - (h) Utility may recover from Reimbursor reasonable attorneys’ fees and costs from any and all actions Utility brings to collect amounts owed by Reimbursor under this Agreement.
2. Reimbursor may, at its own expense, inspect construction Utility performs in connection with the Project.
3. The total cost of the Project is estimated not to exceed the amount set forth in **Exhibit B** hereto. Reimbursor shall remit to Utility advance payment specified in **Exhibit B** (the “**Advance Payment**”) upon execution of this Agreement. **No work will be done on the Project until Utility**

receives the Advance Payment from Reimbursor. Utility will charge Reimbursor only for its Costs incurred for the Project. Reimbursor acknowledges and agrees that this amount is an estimate and shall not be construed as limiting the amount Utility is to be reimbursed by Reimbursor under this Agreement. Utility shall provide notice to Reimbursor when Utility becomes aware that Costs will exceed the estimate by more than ten percent (10%). Utility's failure to provide such notice shall not release Reimbursor from its obligations under this Agreement in any respect unless Reimbursor can demonstrate that it would have modified or abandoned the Project in light of the increase in Costs.

4. Reimbursor may direct Utility in writing to stop work on the Project, and in such event, Utility shall be entitled to properly protect its facilities before stopping work, and Reimbursor shall be responsible to utility for Costs incurred by Utility prior to receipt of such stop work notice, Costs incurred by Utility in protecting its facilities after receipt of such stop work notice, and Project wind-down costs incurred by Utility.
5. Following completion of the Project, Utility shall make an accounting of final, unpaid, actual Costs of the Project and provide Reimbursor with a copy of the accounting and an itemized invoice therefor. If the final Cost is less than the Advance Payment, then Utility will promptly refund Reimbursor for the difference. If the final Cost is more than the Advance Payment, Reimbursor agrees to pay Utility for such additional Costs within thirty (30) days after receipt of the itemized invoice from Utility.
6. Reimbursor shall perform no work within ten (10) feet on either side of the Reimbursor's facilities in the Project Area until the Project has been completed or as otherwise mutually agreed by Reimbursor and Utility. If any such work is performed, Utility has a right to have an inspector on site during such work, and Utility's inspector may order Reimbursor, its employees, agents, representatives and contractors (for purposes of this Section 7, collectively, "Reimbursor") to immediately stop work if such work is placing Utility's facilities in imminent harm, and Reimbursor shall immediately comply with such order. Subject to the limitation set forth in this Section 7, Reimbursor shall give written notice to Utility at least forty-eight (48) hours, excluding Saturday, Sunday and legal holidays, in advance of commencement of any work in the immediate Project area. The notice shall be given to those individuals listed in the contacts section of **Exhibit A**. In the event of an emergency, Reimbursor shall provide telephonic notice to MCI at 1-800-MCI-WORK upon Reimbursor's discovery of the emergency.
7. The obligations of Utility are subject to force majeure and Utility shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of Utility.
8. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
9. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION

WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

10. The direct damages that a Party may be liable for to the other Party under this Agreement shall not exceed the total amount paid to Utility under the Agreement.
11. This Agreement together with its Exhibits constitutes the entire agreement between the Parties and supersedes all contemporaneous or prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be modified, supplemented or amended unless any such modification, supplement or amendment is incorporated into the Agreement via valid amendment signed by the authorized representatives of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and exchange of signatures via facsimile or Adobe Acrobat portable document file (.PDF file extension) shall have the same force and effect as execution and exchange of originals. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each Party has the express authority to do so and, in so doing, to bind such Party hereto.

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

(signatures on next page)

for Reimbursor

PCL CONSTRUCTION, INC.

By: _____

Name: _____

Title: _____

Date: _____

for Utility

**MCIMETRO ACCESS TRANSMISSION SERVICES
LLC**

By: _____

Name: Dina Dye

Title: Associate Director – Network Reg/RE

Date: _____

Federal Tax ID#: 20-3598843

Billing Contact:

Name: _____

Address: _____

Telephone: _____

Email: _____

-

Exhibit A

BACKGROUND

Existing 2x3 MCI vault to be relocated 5' east of current location. Current HH is in the middle of the new sidewalk project. Developer to trench new location.

SCOPE AND SPECIFICATIONS OF WORK

The Utility's Subcontractor will:

Place new HH and intercept conduit. Slack to be pulled from existing HH to new HH. Remove existing HH and restore location. ROW Encroachment permit City of Rialto ENG24-0282.

CONTACTS

Utility: MCIMETRO ACCESS TRANSMISSION SERVICES LLC

Agreements:

Anna M. Michalski
600 Hidden Ridge
Irving, TX 75038
O: 469.262.3047
anna.michalski@verizon.com

Project Engineer:

Theodore M. Toth
5771 Copley Drive
San Diego, CA 92111
M: 412.335.4983
theodore.m.toth@verizon.com

Senior Manager:

Brittini Davis
18850 Orange Street
Bloomington, CA 92316
O: 848.235.6823
brittini.davis@verizon.com

REIMBURSOR: PCL Construction, Inc.

Agreements:

PCL Construction, Inc.
Attn: Edy Ortega
3900 Kilroy Airport Way, Ste 110
Long Beach, CA 90806
M: 562.681.2821
edyortega@pcl.com

Exhibit B

AFE #:	90126R	Revision#:	
EWO NFID:	2411BIOO	Disposition:	REFUNDABLE EXPENSE
Title (Work Order Friendly Name):	RIV BAU R22 UG08 N RIVERSIDE HH RELO	Site Code:	CA-TRIACA-SAN BERNARDINO COUNTY FIBER ROUTE
Responsible Engineer:	Toth, Theodore M	Manager:	DAVIS, BRITNI
State:	California	City:	RIALTO
Investigation#:			

Description of Work

Existing 2x3 MCI vault to be relocated 5' East of current location. Current HH is in the middle of the new sidewalk project. Place new HH and intercept conduit. Slack to be pulled from exist HH to new HH. Remove existing HH and restore location. ROW Encroachment permit City of Rialto ENG24-0282. Day to trench to new location.

Schedule

Engineering Start :	11/18/2024	Engineering Complete :	11/18/2024
Construction Start :	12/12/2024	Construction Complete :	01/10/2025

Summary of Estimated Costs

A)	Engineering	\$0.00
B)	Construction	\$3,327.54
C)	Materials	\$0.00
D)	Miscellaneous	\$0.00
E)	Pricing Adjustments	\$1,500.00
F)	Total	\$4,827.54



CONSTRUCTION

January 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line P.O. Box 920
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Differing Site Conditions- Unforeseen conditions on existing 6" sewer line- Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change

Mr. Hermann and Mr. Rocky,

Please accept the attached package as a Change Request, addressing the cost impacts associated with the replacement of the existing 6 in. cast iron sewer line as requested by WVWD/GHD.

During PCL excavation to begin the tie into the existing 6 in. cast iron sewer line, as depicted in the IFC Civil drawings, the existing line and cleanout appeared severely deteriorated or rotted to a degree that a proper tie-in will not be feasible. West Valley Water District and GHD were notified of the existing condition of the line. After verbal discussion/email correspondence, at the direction of West Valley Water District and GHD, PCL initiated efforts to obtain pricing for replacing the existing 6-inch cast iron sewer line with SDR 35 pipe, extending from the current cleanout location to the connection point at the existing sanitary manhole. PCL construction and Pan Pacific Mechanical reserves the right to reassess the proposed pricing should any further unforeseen conditions are encountered, or any further changes be requested.

As communicated with GHD and WVWD and in compliance with the Prime Contract, PCL has completed the additional work associated with this replacement. Below is a summary of the associated pricing:

A. Breakdown of Pricing:

- a. **Pan-Pacific Mechanical:** Provided pricing for the excavation and demolition of the existing pipe, as well as the furnishing and installation of approximately 80 feet of new 6-inch SDR 35 pipe. This includes any required core drilling or penetrations at the existing sanitary manhole to ensure a proper tie-in.

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX # 071

PCO # TBD
DATE: 1/16/25
ESTIMATOR:

DESCRIPTION:

Replacement of existing 6" sewer line

DIRECT ESTIMATE

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	77,945.90
SUBTOTAL		\$	77,945.90

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	3,897.30
SUBTOTAL MARKUP		\$	3,897.30

SUBTOTAL WITH DIRECT MARKUP \$ **81,843.20**

TOTAL ADDITIONAL WORK \$ 81,843.20

GRAND TOTAL THIS CHANGE \$ 81,843.20



CONSTRUCTION

**Exhibit A
For Item #4**



CONSTRUCTION

November 1, 2024

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Shah Nawaz
Senior Engineer
West Valley Water District
855 W. Base Line P.O. Box 920
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

RE: CCT Slide gate removal

Mr. Hermann and Mr. Nawaz,

Please review the following change order requested to remove the existing slide gate at the CCT. This change order formalizes all costs required including labor, material, and equipment to remove the slide gate inside the CCT. This activity will add 1 more day of work inside the CCT in addition to the 2-day shutdown scheduled for the removal of the baffle wall and PW tie-in.

- PCL field labor to remove the slide gate, apply Armatec to the exposed anchors, and patch the concrete with Sika Top.
- Armatec 110.
- Sika Top 328.
- ½ ton pickup truck.
- 10K fork lift.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Goetz", written over a light gray rectangular background.

Kevin Goetz
Project Manager
kgoetz@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 11/4/24
ESTIMATOR: HP

DESCRIPTION:

CCT Slide gate removal

DIRECT ESTIMATE

LABOR		\$	3,682
EQUIPMENT		\$	748
MATERIALS		\$	273
SUBCONTRACTOR		\$	-
SUBTOTAL		\$	4,703

DIRECT MARKUP

LABOR	25%	\$	921
EQUIPMENT	20%	\$	150
MATERIALS	15%	\$	41
SUBCONTRACTOR	5%	\$	-
SUBTOTAL MARKUP		\$	1,111

SUBTOTAL WITH DIRECT MARKUP \$ **5,814**

TOTAL ADDITIONAL WORK \$ 5,814

GRAND TOTAL THIS CHANGE \$ 5,814



December 19, 2024

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: No Isolation to facilitate the Potable Water (PW) Line Tie-In With Existing Gravity Effluent Line

Mr. Hermann and Mr. Welborn,

Please accept the attached package as a Change Request due to the cost impacts associated with no isolation being provided on the Roemer Facility's existing 24-inch gravity effluent line to allow for the new Potable Water (PW) lines tie-in. The PW pipe was designed to allow for the existing gravity effluent lines demolition while the existing slide gate at the Chlorine Contact Chamber (CCC) provided isolation to pressure test, chlorinate, and disinfect the PW line while the Roemer Facility maintained operational. The Record drawings provided at the time of proposal denote the 24-inch diameter slide gate within the CCC.

Upon further coordination with WVWD Operations and GHD regarding this tie-in, concerns were addressed with the shown slide gates functionality and capability to isolate water from the CCC and the 24-inch gravity effluent line. PCL expressed the importance of this slide gate for the PW lines tie-in. Further coordination resulted in PCL performing a pinhole leak test downstream of the slide gate, beyond the point of connection with the 24-inch gravity effluent line to determine if isolation was being provided with the slide gate. Upon providing the agreed upon pinhole in the existing 24-inch gravity effluent line, it was determined isolation was not achievable. PCL stopped the pinhole leak temporarily utilizing a redwood plug, while WVWD planned on providing isolation from the CCC by inserting a 24-inch high pressure plug at the inlet/outlet of the 24-inch gravity effluent line. This plan was found to be unachievable without contaminating the CCC with the 24-inch gravity effluent lines stagnant water. Once this condition was observed, it was determined a full plant shutdown draining the CCC was required to allow for the PW's tie-in with the existing system.

In efforts to meet the agreed upon plant shutdown schedule and to allow for the PW tie-in, PCL notified WVWD on 10/30/24 of this unforeseen condition due to the inability of providing isolation from the CCC and the 24-inch gravity effluent line. This condition resulted in additional efforts to modify the PW line's submitted pressure test head location upstream of its point of connection with the 24-inch gravity effluent line. This plan was discussed and agreed upon with Stantec prior to proceeding with the modification. Without isolation from the CCC, these modifications were required to meet the overall project schedule and upcoming plant shutdown schedule. This change order formalizes the summary of additional labor, equipment, material, and subcontractor costs PCL incurred to provide this modification to ensure the Roemer Facility was turned over to WVWD for beneficial use within the agreed upon shutdown duration. Without the

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com



CONSTRUCTION

24-inch gravity effluent lines isolation, additional time with associated costs were considered in PCL's efforts to drain the CCC as the water within the 24-inch gravity effluent line was draining back into the CCC. PCL's crew working on the CCC scope of demolishing the baffle wall and slide gate within the CCC and the crew working on the PW line required additional time during the shutdown to remove excess water without proper isolation from the systems.

Finally, in accordance with the Prime Contract's section 4.2 – Differing Site Conditions, PCL respectfully and in good faith requests that the West Valley Water District accept this Change Request, as the General Contractor finds that these modifications and added efforts to the PW line and CCC scope materially differ and could not have been discovered, or reasonably inferred, from the Contract Documents or a thorough inspection of the Project Site by the Design-Builder. Therefore, we see these additions to the CCC scope and PW line as a change order to the West Valley Water District.

Enclosures:

- 1.) Corresponding Change Order Including Pricing
- 2.) Email notification to WVWD and GHD
- 3.) Record Drawings and References
- 4.) T+M Tickets associated with the work to modify the PW pipe
- 5.) Quotes for additional materials

Sincerely,

Kevin Goetz
Project Manager
kgoetz@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX-0066 - No Isolation at Potable Water Line Tie-In

PCO # 0066
DATE: 12/18/24
ESTIMATOR: SF

DESCRIPTION:

No Isolation for PW Tie-In with Existing 24-inch Gravity Effluent Line

DIRECT ESTIMATE

LABOR		\$	9,224.00
EQUIPMENT		\$	4,227.06
MATERIALS		\$	6,732.93
SUBCONTRACTOR		\$	9,267.00
SUBTOTAL		\$	29,450.99

DIRECT MARKUP

LABOR	25%	\$	2,306.00
EQUIPMENT	20%	\$	845.41
MATERIALS	15%	\$	1,009.94
SUBCONTRACTOR	5%	\$	463.35
BOND ON DIRECT WORK	0%	\$	-
SUBTOTAL MARKUP		\$	4,624.70

SUBTOTAL WITH DIRECT MARKUP \$ 34,075.69

TOTAL ADDITIONAL WORK \$ 34,075.69

GRAND TOTAL THIS CHANGE \$ 34,075.69



CONSTRUCTION

January 14, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: 16" Valve Replacement for Existing Filter 5

Mr. Hermann and Mr. Welborn,

Please review the following change order requested to remove the existing 16" backwash valve at Filter 5 and install the new one. This change order formalizes all costs required including PCL labor and equipment. This activity will require 1 day of shutdown at Filters 1-6.

- PCL field labor to remove and replace the existing 16" valve with new Owner supplied Valve, Bolts, Nuts, and Gaskets.
- Existing instrumentation & actuator connections, conduit and wire, and adjacent pipe and supports, are deemed reusable and acceptable by the Owner. This is a direct replacement in kind of the valve only.
- The operation requires a gantry crane and small tools which PCL will not charge WVWD as a courtesy.
- This change order would also add 1 more 24hr day to the 48hr shutdown for planned original contract work. If the other prospective Flow Meter Replacement Change Order is approved, it would also be included in the additional 1 day. A total of 72hrs shutdown days (3 days) if change orders are approved.

In the event of a change in conditions based on the anticipated scope, PCL reserves the right to revise it's estimate and notify the Owner as soon as possible. Thank you for the opportunity to quote this work.

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez".

Alejandro Juarez
Project Manager
AJuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 1/14/25
ESTIMATOR: HP

DESCRIPTION:

Replace 16in backwash valve at Filter 4

DIRECT ESTIMATE

LABOR		\$	3,152.80
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	-
SUBTOTAL		\$	3,152.80

DIRECT MARKUP

LABOR	25%	\$	788.20
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	-
SUBTOTAL MARKUP		\$	788.20

SUBTOTAL WITH DIRECT MARKUP \$ 3,941.00

TOTAL ADDITIONAL WORK \$ 3,941.00

GRAND TOTAL THIS CHANGE \$ 3,941.00



CONSTRUCTION

**Exhibit A
For Item #5**



CONSTRUCTION

January 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: 24-inch Pretreatment Flow Meter Replacement

Mr. Hermann and Mr. Welborn,

Please review the following change order requested to remove the existing 24-inch Pre-Treatment flow meter and install the new 24-inch flow meter provided by WVWD. This change order formalizes all costs required including PCL labor, equipment, subcontractor services, and time required to facilitate this operation. This additional requested construction activity duration requires a 2-day shutdown of the Pretreatment Facility. Below is a summary of the work activities needed to allow for the 24-inch flowmeters replacement. This 2 day shutdown is encompassed within the 3 days requested and required for the shutdown at the end of the month of January 2025.

- PCL labor to remove the existing 24-inch flow meter, cut the existing pipe, welding support for new flowmeters connecting flanges, and installation of the new 24-inch flow meter.
- Subcontractor welding services and travel time.
- ½ ton pickup truck.
- 10K forklift.
- Disconnect and demo existing flowmeter wire/cable.
- Re-pull and terminate wire through existing conduit to new flowmeter.
- Materials provided by others.
- Existing instrumentation connections, conduit and wire, and adjacent pipe and supports, are deemed reusable and acceptable by the Owner. This is a direct replacement in kind of the flow meter and it's communication appurtenances (which are provided by the District) only.

In the event of a change in conditions based on the anticipated scope, PCL reserves the right to revise it's estimate and notify the Owner as soon as possible. Thank you for the opportunity to quote this work.

Sincerely,

Alejandro Juarez
Project Manager
AJuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 1/15/25
ESTIMATOR: HP

DESCRIPTION:

Replace 24in Flow Meter at Pretreatment

DIRECT ESTIMATE

LABOR		\$	4,224.40
EQUIPMENT		\$	1,648.96
MATERIALS		\$	-
SUBCONTRACTOR		\$	7,554.00
SUBTOTAL		\$	13,427.36

DIRECT MARKUP

LABOR	25%	\$	1,056.10
EQUIPMENT	20%	\$	329.79
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	377.70
SUBTOTAL MARKUP		\$	1,763.59

SUBTOTAL WITH DIRECT MARKUP \$ 15,190.95

TOTAL ADDITIONAL WORK \$ 15,190.95

GRAND TOTAL THIS CHANGE \$ 15,190.95

Replace 24in Flow Meter at Pretreatment

DATE 01/15/25

DESCRIPTION	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL	
			U.P.	TOTAL	MANHOURS		AMOUNT		SUPPLIED MATERIALS					
					MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL		
LABOR														
Labor group 4	36.0	HR						\$ 90.40	\$ 3,254.40					\$ 3,254.40
General foreman	10.0	HR					\$ 97.00	\$ 970.00						\$ 970.00
EQUIPMENT														
10k forklift	16.0		\$ 82.08	\$ 1,313.28										\$ 1,313.28
1/2 ton pickup truck	8.0		\$ 41.96	\$ 335.68										\$ 335.68
SUBCONTRACT WORK														
Dayton Welding (8hrs with travel)	1.0	LS									\$ 1,385.00	\$ 1,385.00		\$ 1,385.00
LEED	1.0	LS									\$ 6,169.00	\$ 6,169.00		\$ 6,169.00
TOTAL DIRECT COST														
				\$ 1,648.96				\$ 4,224.40		\$ -		\$ 7,554.00		\$ 13,427.36
MARKUPS														
EQUIPMENT	20%		\$	329.79										
OTHER ITEMS	5%													
LABOR	25%						\$	1,056.10						
MATERIALS	15%								\$	-				
SUBCONTRACTS	5%										\$	377.70		
SUBTOTALS WITH MARKUP				\$ 1,978.75			\$	5,280.50		\$ -	\$	7,931.70	\$	15,190.95
Notes:														



CONSTRUCTION

**Exhibit A
For Item #6**



CONSTRUCTION

January 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

Credits

RE: ~~Verizon Scope for Pull Box Relocation~~

Mr. Hermann and Mr. Welborn,

Please review the following change order requested in regard to credits due to West Valley Water District for the allowances not used in the contract agreement.

The District determined that the following allowances for this project will not be used and the funds are credited back removed from the scope of work for this project.

- Existing Filter Building Modifications Allowance \$450,000.00.
- Spare Parts Allowance \$100,000.00.

In the event of a change in conditions based on the anticipated scope, PCL reserves the right to revise it's estimate and notify the Owner as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez".

Alejandro Juarez
Project Manager
AJuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com