



WEST VALLEY WATER DISTRICT
855 W. Base Line Road Rialto, CA 92376
PH: (909) 875-1804 FAX: (909) 875-1849

ENGINEERING, OPERATIONS &
PLANNING COMMITTEE
MEETING AGENDA

WEDNESDAY, OCTOBER 13TH, 2021 - 6:00 PM

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

Teleconference Notice: In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20 and the order of the County of San Bernardino dated March 17, 2020, there will be no public location for attending this Committee Meeting in person. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may also be submitted via email to administration@wvwd.org. If you require additional assistance, please contact the Executive Assistant at administration@wvwd.org.

BOARD OF DIRECTORS

Director Greg Young (Chair)

Director Kyle Crowther

1. **CONVENE MEETING**
2. **PUBLIC PARTICIPATION**

The public may address the Board on matters within its jurisdiction. Speakers are requested to keep their comments to no more than three (3) minutes. However, the Board of Directors is prohibited by State Law to take action on items not included on the printed agenda.

3. **DISCUSSION ITEMS**
 - A. General Updates to Engineering Committee

- B.** Consider a Water System Infrastructure Installation and Conveyance Agreement with LS-Fontana LLC for Lytle Creek Road Water Improvement Plans Monarch Hills Tentative Tract Map 20010
- C.** Consider a Water System Infrastructure Installation and Conveyance Agreement with LS-Fontana LLC for Monarch Hills Tract 20010 (Lots 115-233)
- D.** Purchase State Project Water from IEUA
- E.** Notice of Completion Recordation for the Well 18A Pipe Blending Project
- F.** Consider Design Build Teams for the Oliver P. Roemer Water Filtration Facility
- G.** Consider Agreement for Professional Services to Develop the Rialto Basin Groundwater Management Plan

4. ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering Committee Agenda at the District Offices on October 7th, 2021.



Maisha Mesa, Executive Assistant



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: October 13, 2021
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LS-FONTANA LLC FOR LYTTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TENTATIVE TRACT MAP 20010

BACKGROUND:

LS-Fontana LLC (“Developer”) is the owner of land located north of Duncan Canyon Road, east of Hawk Ridge Avenue and west of the I-15 freeway in the City of Fontana, known as Tentative Tract Map 20010, Monarch Hills (“Development”). The Development consists of mixed single-family and multi-family residential housing lots requiring water services. In developing this land, the Developer is required to construct a new water main within the tract to allow for new domestic and irrigation connections.

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. Attached as Exhibit 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.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

AN:ls

ATTACHMENT(S):

1. Exhibit A - Water System Infrastructure Installation and Conveyance Agreement with LS-Fontana LLC for Lytle Creek Road Water Improvement Plans Monarch Hills Development Tentative Tract Map 20010

EXHIBIT A

**WATER SYSTEM INFRASTRUCTURE
INSTALLATION AND CONVEYANCE AGREEMENT**

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of **October 21, 2021**, by and between **LS-FONTANA LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

2. CONSTRUCTION

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

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

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

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

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

3. LICENSES AND PERMITS

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

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

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

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

4. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. BONDING REQUIREMENTS

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

5.2. Performance Bond: The Developer's engineers estimate for the **LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010**, is **NINE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$952,767.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **NINE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$952,767.00)**, equal to 100 percent of the approved Developer's estimate.

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

6. MATERIALS

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

7. NOTICES

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

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

WEST VALLEY WATER DISTRICT
Attn: General Manager
Post Office Box 920
Rialto, CA 92377
RE: Lytle Creek Rd Water Improvement Plans Monarch Hills Development

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

DEVELOPER NAME: LS-FONTANA LLC
ATTN TO: SHANNON WHITTAKER
ADDRESS: 7525 IRVINE CENTER DR, SUITE 200. IRVINE, CA 92618
RE: Lytle Creek Rd Water Improvement Plans Monarch Hills Development

7.4. Notices required shall be given to **Surety** addressed as follows:
SURETY NAME: LOCKTON INSURANCE BROKERS, LLC
ATTENTION: MARTHA BARRERAS
19800 MACARTHUR BLVD, SUITE 1250
IRVINE, CA 92612
RE: Lytle Creek Rd Water Improvement Plans Monarch Hills Development

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

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

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

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

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

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

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

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

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

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

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

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

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

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

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

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

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

15. COSTS AND FEES

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

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

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

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

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

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

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

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____
Shamindra Manbahal, General Manager

Date: _____

DEVELOPER:

LS-FONTANA LLC
a Delaware Corporation

By: _____
Shannon Whittaker, Assistant Vice President
Authorized Agent

Date: _____

Exhibit A

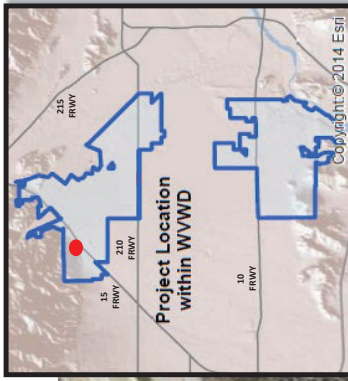


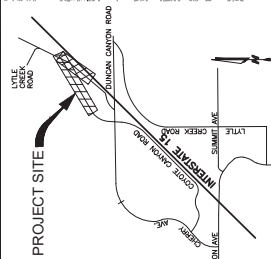
Exhibit A
Monarch Hills (Lytle Creek Rd Backbone)

3.b.1.a

Exhibit B

LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



VICINITY MAP

NOT TO SCALE

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MATERIALS

- 6" DP 154.33'
- 12" DP 238.82'
- 18" DP 288.77'
- 18" D/C 193.05'

UTILITY COMPANIES

- WEST VALLEY WATER DISTRICT
- CITY OF FONTANA
- SOUTHERN CALIFORNIA GAS CO.
- SAN BERNARDINO COUNTY
- WEST VALLEY WATER DISTRICT
- WATERCRESS

BENCHMARK

ELEVATIONS HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1989 BASED LOCALLY UPON MONARCH HILLS BENCHMARK. BENCHMARK 21236, ELEVATION 1775.33'.

BASIS OF BEARING

ALL COORDINATES AND DISTANCES SHOWN IN THESE PLANS ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CGS-83, ZONE 14, 2010 EPOCH DATE) AS DERIVED BY POSITIONS PUBLISHED BY CGRS. ALL COORDINATE VALUES WERE SEALED TO GROUND BY APPLYING AN AVERAGE COMBINATION FACTOR AS DETERMINED BY FEI POINTS METHOD. DISTANCES WERE OBTAINED BY MEASUREMENT OF TAPE OR MEASURE TO PROTECT THE UTILITIES SHOWN ON THESE DRAWINGS. THE CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITIES PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE DRAWINGS.

PRIVATE ENGINEER'S NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES PIPES, CONDUITS, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED FROM THE BEST OF OUR KNOWLEDGE. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY THE ENGINEER AS TO THE ACCURACY OF THESE UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE SERVICES OF A REGISTERED PROFESSIONAL ENGINEER OR SURVEYOR TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE CONTRACTOR.

DUCTILE IRON PIPE NOTES

1. ALL D.I.P. JOINTS, RESTRICED MANHOLES AND MANHOLES SHALL BE MECHANICALLY RESTRAINED EXTERNALLY.
2. ALL D.I.P. JOINTS, RESTRICED MANHOLES AND MANHOLES SHALL BE MECHANICALLY RESTRAINED INTERNALLY.
3. ALL D.I.P. JOINTS, RESTRICED MANHOLES AND MANHOLES SHALL BE MECHANICALLY RESTRAINED BY THROUST BLOCKS PER W-20.
4. ALL D.I.P. JOINTS, RESTRICED MANHOLES AND MANHOLES SHALL BE MECHANICALLY RESTRAINED BY THROUST BLOCKS PER W-20.
5. THE CONTRACTOR SHALL DETERMINE IN FIELD IF ADDITIONAL RESTRAINTS, JACKETS OR THROUST BLOCKS SHALL BE REQUIRED.

WEST VALLEY WATER DISTRICT

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

SIGNATURE: _____ TITLE: _____ EXP: _____ DATE: _____
KIMBERLY T. KOZLIK, DISTRICT ENGINEER, WEST VALLEY WATER DISTRICT
6045 W. CHERRY AVENUE, SUITE 100, FONTANA, CA 92335
TEL: (909) 875-1804, FAX: (909) 875-1849

PRESSURE ZONE

ZONE 7

DRAWING NUMBER

D20017

FUSCOE ENGINEERING

4394 Guernsey Dr., Suite 170
San Diego, California 92122
(619) 582-2500
www.fuscoecorp.com

DIGITAL SIGNATURE

DIAL METER FOR VERIFYING THE DEPTH OF UTILITIES PRIOR TO CONSTRUCTION.
CALL FREE: 1-800-257-2500
RECALL: 619-441-2500
A PUBLIC SERVICE BY UNDERGROUND UTILITY ALERT!

WEST VALLEY WATER DISTRICT

THIS DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO THIS LOCATION.

PROFESSIONAL ENGINEER

KIMBERLY T. KOZLIK
REGISTERED PROFESSIONAL ENGINEER
CIVIL
No. 10312
Exp. 12-31-21

WEST VALLEY WATER DISTRICT

THIS DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO THIS LOCATION.

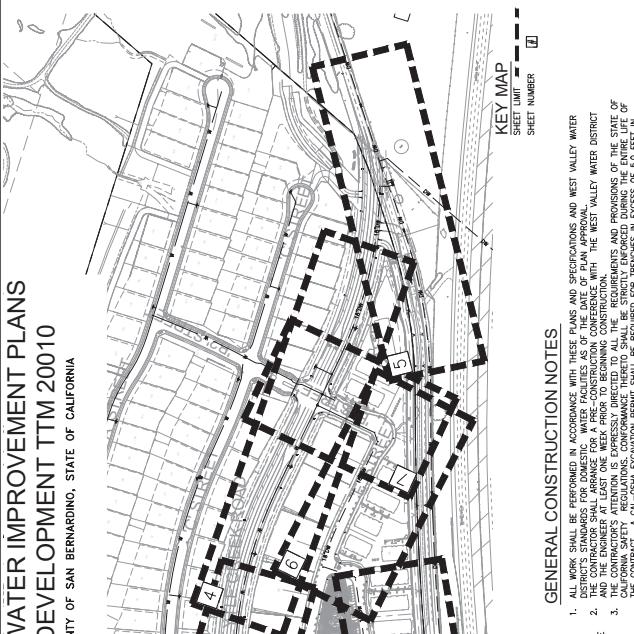
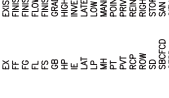
WEST VALLEY WATER DISTRICT

THIS DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO THIS LOCATION.

LIST OF ABBREVIATIONS

- AC ASPHALT CONCRETE
- BER BEGINNING OF CURB RETURN
- CL & G CENTERLINE
- CF CURB FACE
- CC END OF CURB
- EC END OF CURB RETURN
- FF FINISHED FLOOR
- FG FINISHED GRADE
- FS FINISHED SURFACE
- FB FINISHED BANK
- IE INVERT ELEVATION
- LF LOW POINT
- MI MANHOLE
- PVT PRIVATE
- PCW CONCRETE PIPE
- ROW RIGHT-OF-WAY
- ROW RIGHT-OF-WAY
- SB STOP
- SD STOP
- CDSD CITY OF FONTANA STD. DIM.
- STD STANDARD PLANS
- SVC SERVICES
- TOC TOP OF CURB
- TC TOP OF CURB
- TW TOP OF WALKING
- TR TYPICAL
- UA UNAPPROVED
- ALD AVERAGE
- WMD WEST VALLEY WATER DISTRICT

LEGEND



GENERAL CONSTRUCTION NOTES

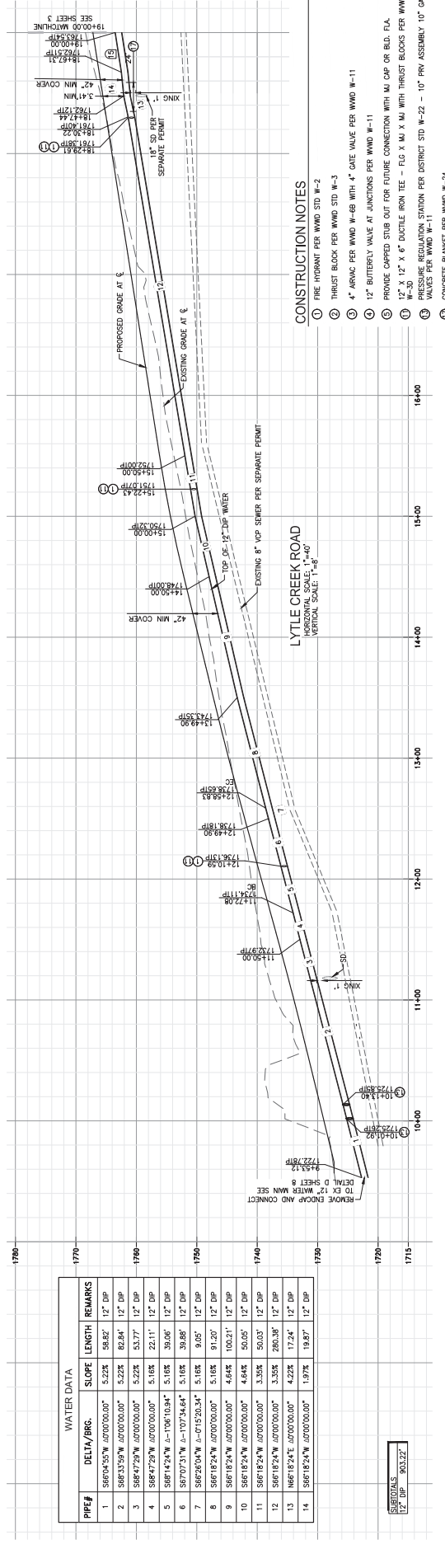
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH THE WEST VALLEY WATER DISTRICT ENGINEER PRIOR TO COMMENCEMENT OF WORK.
3. THE CONTRACTOR'S ATTENTION IS EXPRESSED TO THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS, CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE PROJECT.
4. CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AGENCIES AT 1-800-279-7809 PRIOR TO BEGINNING WORK.
5. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
6. EXCAVATING, WHETHER OR NOT SHOWN, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL EXCAVATIONS SHALL BE APPROVED BY THE WEST VALLEY WATER DISTRICT ENGINEER PRIOR TO COMMENCEMENT OF WORK.
7. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AGENCIES AT 1-800-279-7809 PRIOR TO BEGINNING WORK.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE SERVICES OF A REGISTERED PROFESSIONAL ENGINEER OR SURVEYOR TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE CONTRACTOR.
9. INTERMEDIATE ZONE SHALL BE COMPACTED TO 80% RELATIVE COMPACTION IN ACCORDANCE WITH WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS.
10. COMPACTED ZONE SHALL BE REQUIRED FOR ALL TRENCH BACK FILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS.
11. CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED. INSPECTION SHALL BE MADE OF THE FOLLOWING PHASES OF WORK: TRENCHING, VALVE BOXES RASSED TO GRADE, LINES FLUSHED AND FINAL INSPECTION. THE CONTRACTOR SHALL OVE AT LEAST 2 WORKING DAYS BEFORE INSPECTIONS 15. OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

CONSTRUCTION NOTES

1. FIRE HYDRANT PER WMD STD W-2
2. THROUST BLOCK PER WMD STD W-3
3. 4" ARMING PER WMD W-48 WITH 4" GATE VALVE PER WMD W-11
4. 12" BUTTERFLY VALVE AT JUNCTIONS PER WMD W-11
5. PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M.O. OLD, F.A.
6. INSTALL 18"X18"X12" TEE WITH THROUST BLOCK PER WMD W-3
7. CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
8. INSTALL 12"X8" CROSS WITH THROUST BLOCK PER WMD W-3
9. CONDUCTOR TUBE ENCASUREMENT PER WMD W-23
10. 6" BLOW-OFF ASSEMBLY PER DISTRICT STANDARD W-74
11. 12" X 12" X 6" DUCTILE IRON TEE - FLO X M X M WITH THROUST BLOCKS PER WMD W-8
12. 18" X 6" DUCTILE IRON TEE - FLO X M X M WITH THROUST BLOCKS PER WMD W-4
13. PRESSURE REGULATION STATION PER DISTRICT STD W-22 - 10" FRY ASSEMBLY 10" GATE VALVES PER WMD W-11
14. BUTTERFLY VALVE PER WMD W-11
15. 8" GATE VALVE PER WMD W-11
16. INSTALL 2" BRONZATION WATER METER, 2" SERVICE LATERAL AND 2" METER BOX PER WMD STD. DIM. W-5 & W-11 WITH 2" BLOW-OUT PREVENTER PER WMD W-20
17. CONCRETE BLANKET PER WMD W-24
18. GATE VALVE PER WMD W-11
19. 18" X 18" X 10" DUCTILE IRON TEE - FLO X M X M WITH THROUST BLOCKS PER WMD W-3
20. INSTALL 18" X 8" CROSS WITH THROUST BLOCKS PER WMD W-3
21. 18" D/C PIPE WITH FULLY WELDED JOINTS
22. 18" D/C PIPE TEE

OWNER:	CITY OF FONTANA	DATE:	6/1/2021
DESIGNED BY:	KLJ	DRAWING NO.:	D20017
CHECKED BY:	KTK	DATE:	6/1/2021

3.b.1.a



PIPE#	DELTA/BRG.	SLOPE	LENGTH	REMARKS
1	58674.55'W	0.00000000'	5.22'	36.82' 12" DP
2	58673.99'W	0.00000000'	5.22'	82.84' 12" DP
3	58672.99'W	0.00000000'	5.22'	53.77' 12" DP
4	58672.99'W	0.00000000'	5.16'	22.11' 12" DP
5	58674.24'W	-1.061034'	5.16'	39.86' 12" DP
6	58672.91'W	-1.037344'	5.16'	39.86' 12" DP
7	58676.04'W	-1.152034'	5.16'	9.05' 12" DP
8	58676.24'W	0.00000000'	5.16'	91.20' 12" DP
9	58676.24'W	0.00000000'	4.64'	100.21' 12" DP
10	58676.24'W	0.00000000'	4.64'	50.05' 12" DP
11	58676.24'W	0.00000000'	3.35'	50.03' 12" DP
12	58676.24'W	0.00000000'	3.35'	280.38' 12" DP
13	58676.24'W	0.00000000'	4.22'	17.24' 12" DP
14	58676.24'W	0.00000000'	1.97'	19.87' 12" DP

- CONSTRUCTION NOTES**
1. FIRE HYDRANT PER WWD STD W-2
 2. THRUST BLOCK PER WWD STD W-3
 3. 4" ABRAC PER WWD W-48 WITH 4" GATE VALVE PER WWD W-11
 4. 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
 5. PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M. CAR OR BLD. F.A.
 6. 12" X 12" X 6" DUCTILE IRON TEE - FLG X M.I. X M.I. WITH THRUST BLOCKS PER WWD W-30
 7. WALKERS REGULATION STATION PER DISTRICT STD W-22 - 10" PVC ASSEMBLY 10" GATE VALVES PER WWD W-11
 8. CONCRETE BLANKET PER WWD W-24
 9. 6" GATE VALVE PER WWD W-11



SCALE: 1" = 40'

40' 0' 20' 40'

FUSCOE
ENGINEERING
4390 Genesee Dr., Suite 170
San Diego, California 92122
Tel: 619-237-2500
Fax: 619-237-2500
www.fuscoe.com

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DATE
TIME
SCALE
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A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

REVISION	DESCRIPTION	DATE	DATE

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

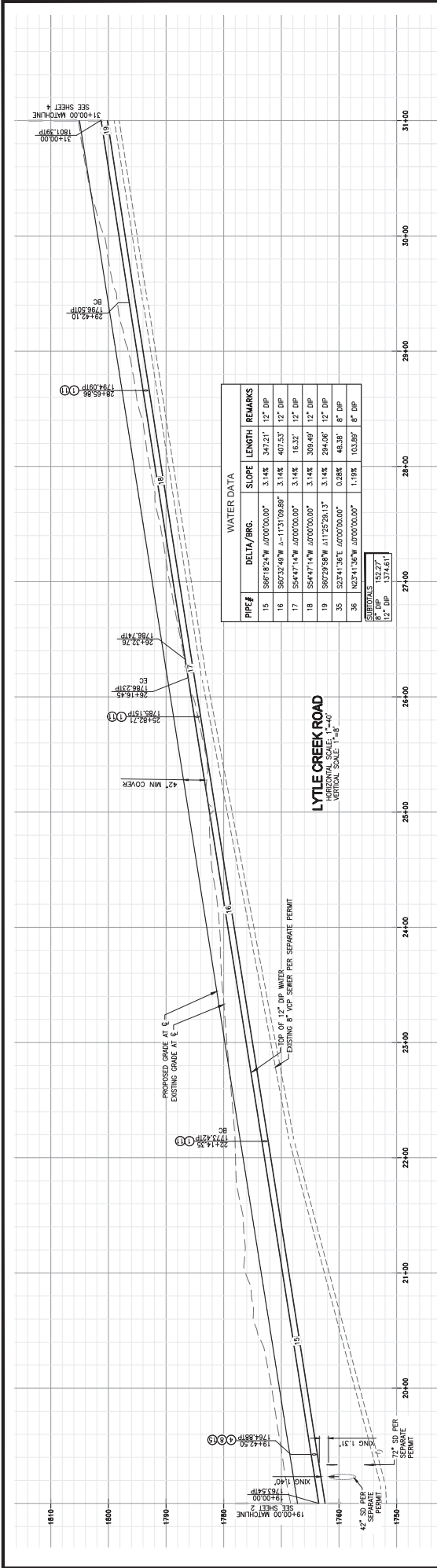


Prepared Under The Supervision Of:
KENNETH T. KOZLIK
R.C.E. 7183

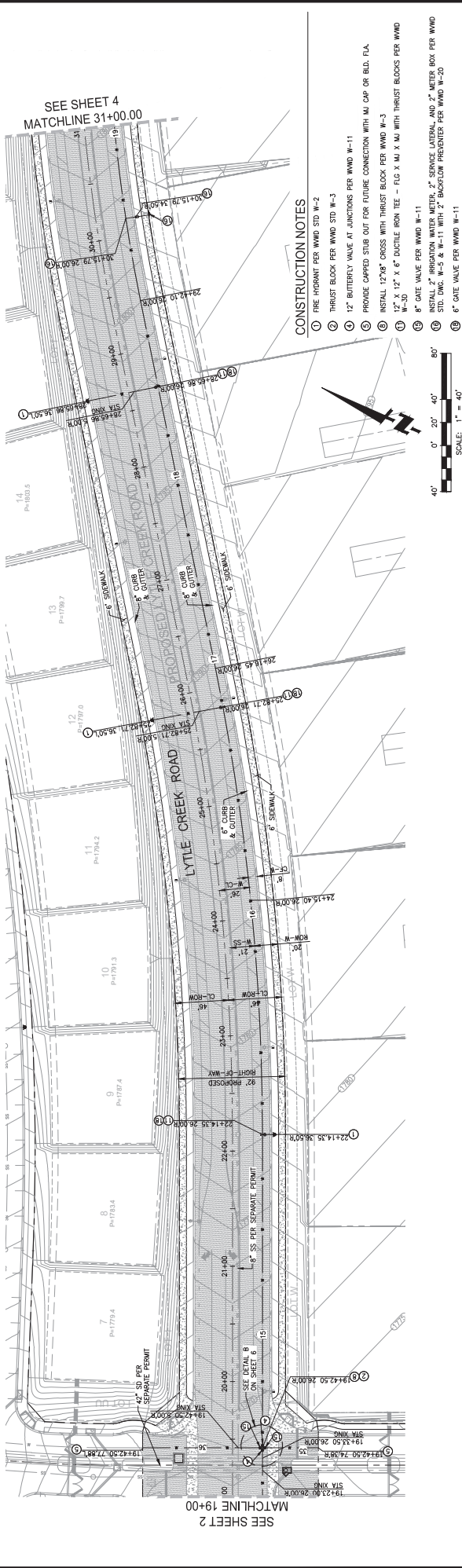
WEST VALLEY WATER DISTRICT
WATER MAIN IMPROVEMENT PLANS
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 6/11/2021
PROJECT NO: LYTLE CREEK ROAD LTM 20010
SHEET NO: 2
D20017/6

3.b.1.a

PRESSURE ZONE
ZONE 7
DRAWING NUMBER
D20017



PIPE#	DELTA/BRG.	SLOPE	LENGTH	REMARKS
15	58618.24"W	0.00000000"	347.21'	12" DIP
16	58622.48"W	-11.3109887"	407.53'	12" DIP
17	58647.14"W	0.00000000"	18.33'	12" DIP
18	58647.14"W	0.00000000"	309.49'	12" DIP
19	58673.98"W	11.2529313"	294.06'	12" DIP
35	52241.36"E	0.00000000"	0.26'	8" DIP
36	102341.56"W	0.00000000"	1.19'	10.889" 8" DIP



- CONSTRUCTION NOTES**
- ① FIRE HOUSING PER WWD STD W-2
 - ② THRUST BLOCK PER WWD STD W-3
 - ③ 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
 - ④ PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M. CAP OR BLD. FLA.
 - ⑤ INSTALL 12"x28" CROSS WITH THRUST BLOCK PER WWD W-3
 - ⑥ 12" X 12" X 6" DUCTILE IRON TEE - FIG X M X M WITH THRUST BLOCKS PER WWD W-3
 - ⑦ 6" GATE VALVE PER WWD W-11
 - ⑧ INSTALL 2" IRRIGATION WATER METERS, 2" SERVICE LATERAL AND 1/2" METER BOX PER WWD STD. BKG. W-5 & W-11 WITH 2" BRASS/STAINLESS STEEL PER WWD W-20
 - ⑨ 6" GATE VALVE PER WWD W-11

WEST VALLEY WATER DISTRICT

WATER MAIN IMPROVEMENT PLANS

<small>DRAWN BY:</small>	<small>SCALE:</small>	<small>DATE:</small>	<small>PROJECT NO.:</small>
<small>DESIGNED BY:</small>	<small>DATE:</small>	<small>6/1/2021</small>	<small>LYTLE CREEK ROAD LTM 20010</small>
<small>CHECKED BY:</small>	<small>DATE:</small>	<small>12-31-21</small>	<small>DRAWING NO. 5</small>
<small>APPROVED BY:</small>	<small>DATE:</small>	<small>01-26-22</small>	<small>D20017/6</small>

Prepared Under The Supervision of:

KENNETH T. KOZLIK R.C.E. 7183

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

REVISION DESCRIPTION	DATE	BY	DATE

FUSCOE

ENGINEERING

4390 Greenwood Dr., Suite 170
San Diego, California 92122
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www.fuscoec.com

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PRESSURE ZONE

ZONE 7

DRAWING NUMBER

D20017

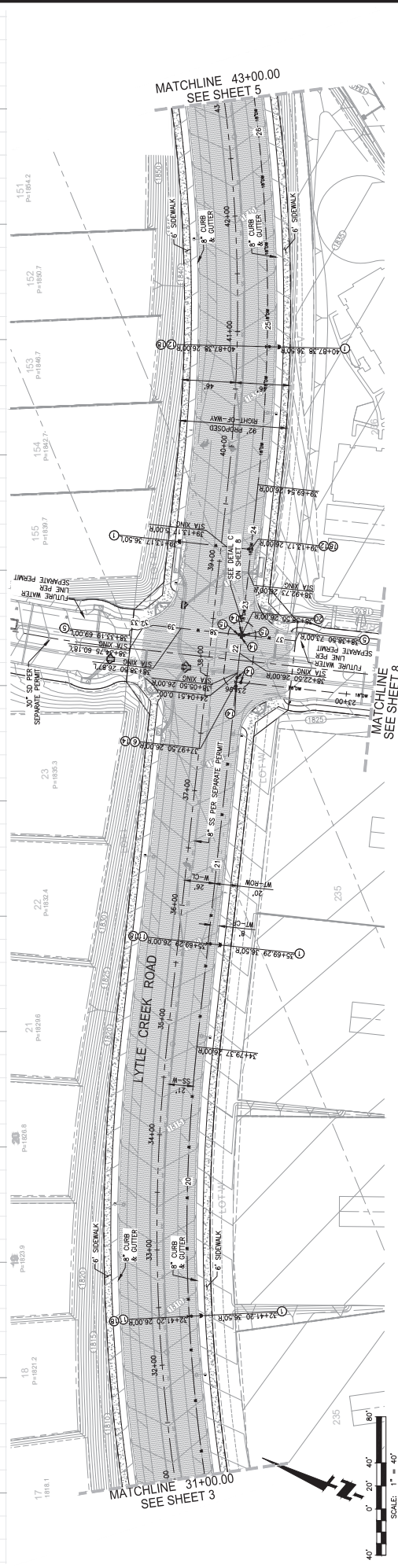
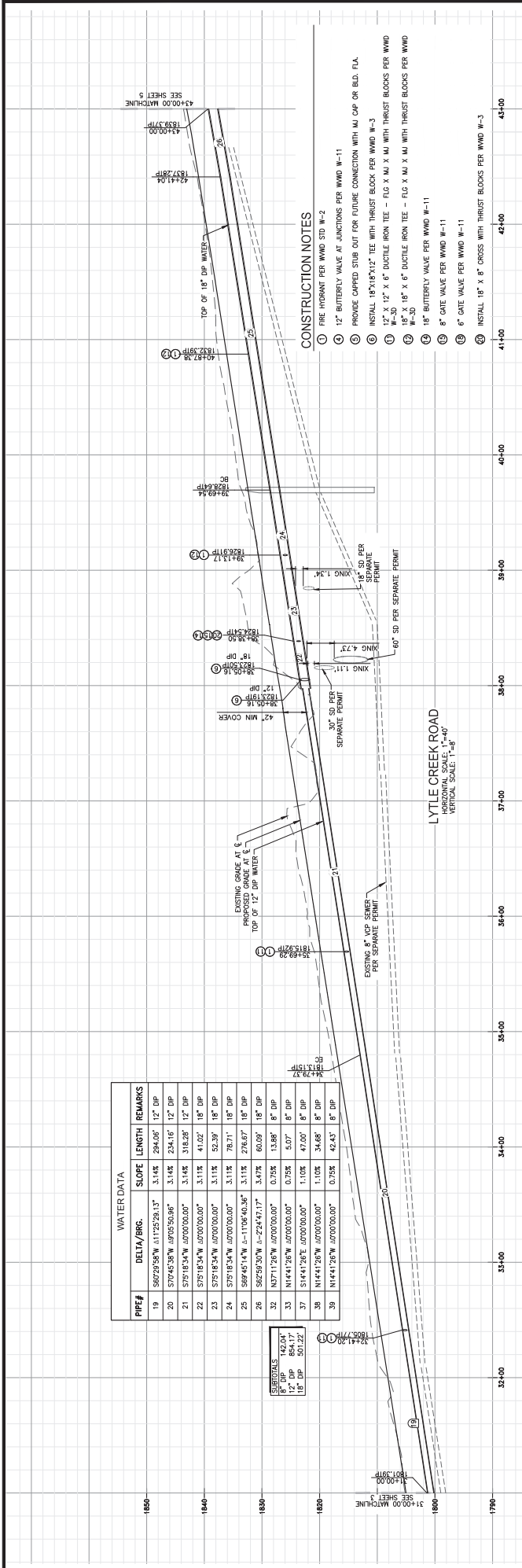
3.b.1.a

PIPE#	DELTA/FRC.	SLOPE	LENGTH	REMARKS
19	58029.58' W @ 1125.29x1.3"	3.14%	294.06'	12" DIP
20	57945.58' W @ 505.50x0.96"	3.14%	234.16'	12" DIP
21	57918.54' W @ 700.00x0.00"	3.14%	318.28'	12" DIP
22	57818.54' W @ 700.00x0.00"	3.11%	41.02'	18" DIP
23	57818.54' W @ 700.00x0.00"	3.11%	52.59'	18" DIP
24	57818.54' W @ 700.00x0.00"	3.11%	78.71'	18" DIP
25	58945.14' W @ 1138.40x0.96"	3.11%	276.67'	18" DIP
26	58259.50' W @ 224.71x1.77"	3.47%	60.09'	18" DIP
32	N+411.29' W @ 700.00x0.00"	0.75%	53.88'	8" DIP
33	N+411.29' W @ 700.00x0.00"	0.75%	5.07'	8" DIP
37	N+411.29' W @ 700.00x0.00"	1.10%	47.00'	8" DIP
38	N+411.29' W @ 700.00x0.00"	1.10%	34.68'	8" DIP
39	N+411.29' W @ 700.00x0.00"	0.75%	42.43'	8" DIP

SIZES	VALUES
8" DIP	142.24'
12" DIP	684.17'
18" DIP	507.22'

CONSTRUCTION NOTES

- 1 FIRE HYDRANT PER WMD STD W-2
- 2 12" BUTTERFLY VALVE AT JUNCTIONS PER WMD W-11
- 3 PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M.J. CAP OR BLD. F.L.A.
- 4 INSTALL 18" X 18" X 12" TEE WITH THRUST BLOCK PER WMD W-3
- 5 12" X 12" X 6" DUCTILE IRON TEE - F.L.G. X M.J. X M.J. WITH THRUST BLOCKS PER WMD W-3
- 6 18" X 18" X 6" DUCTILE IRON TEE - F.L.G. X M.J. X M.J. WITH THRUST BLOCKS PER WMD W-11
- 7 18" BUTTERFLY VALVE PER WMD W-11
- 8 6" GATE VALVE PER WMD W-11
- 9 INSTALL 18" X 6" CROSS WITH THRUST BLOCKS PER WMD W-3



FUSCOE ENGINEERING INC.
 4350 Greenwood Dr., Suite 170
 San Diego, California 92122
 Tel: 619-227-2900
 Fax: 619-227-2900
 www.fuscoe.com

WEST VALLEY WATER DISTRICT
 WATER MAIN IMPROVEMENT PLANS
 MONARCH HILLS
 LYTLE CREEK ROAD LTM 20010
 DATE: 6/11/2021
 DRAWING NO.: D20017/6

Prepared Under The Supervision Of:

KENNETH T. KOZLIK R.C.E. 71883

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

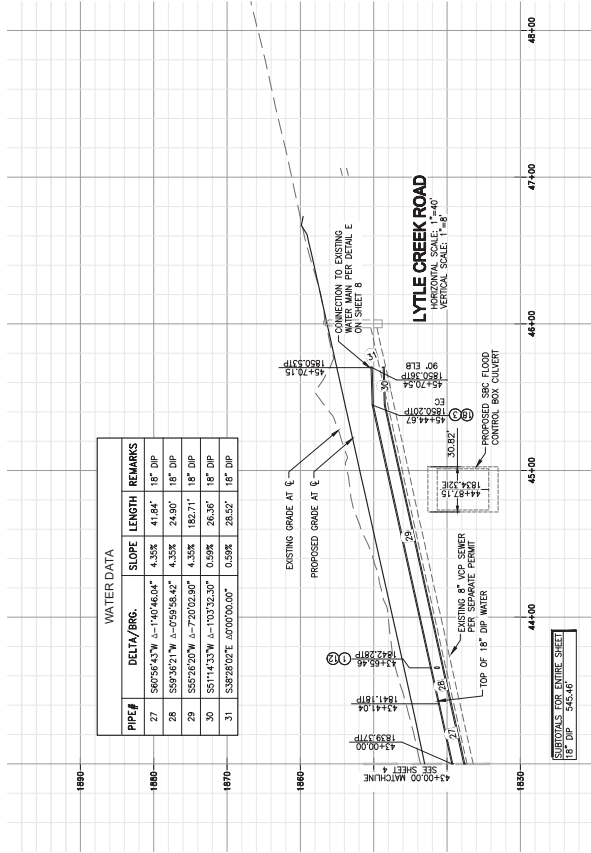
REVISION DESCRIPTION	DATE	DATE	DATE

PRESSURE ZONE
ZONE 7

DRAWING NUMBER
D20017

SCALE: 1" = 40'

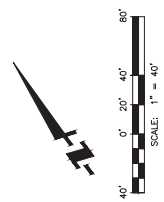
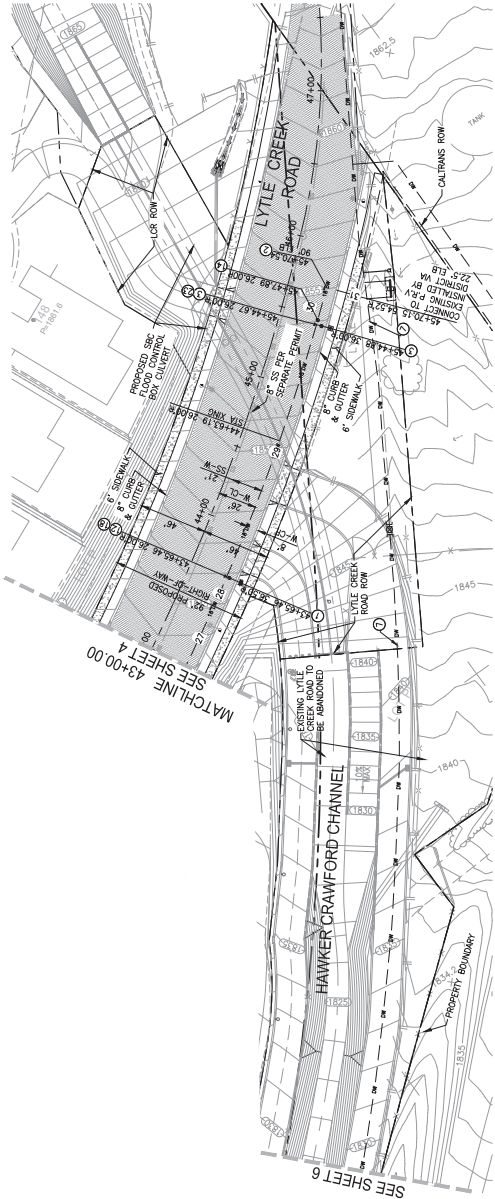
3.b.1.a



WATER DATA			
PIPE #	DELTA/BRG.	SLOPE	LENGTH REMARKS
27	560736/437 W. Δ=1'40.44/0.4'	4.35%	41.84' 18" DIP
28	556736/217 W. Δ=0.99/56.42'	4.35%	24.90' 18" DIP
29	556736/207 W. Δ=7.20/32.80'	4.35%	182.71' 18" DIP
30	55114.53 W. Δ=1'03.32/30'	0.56%	26.36' 18" DIP
31	538729/027 Δ=0'00.00/0.00'	0.56%	26.32' 18" DIP

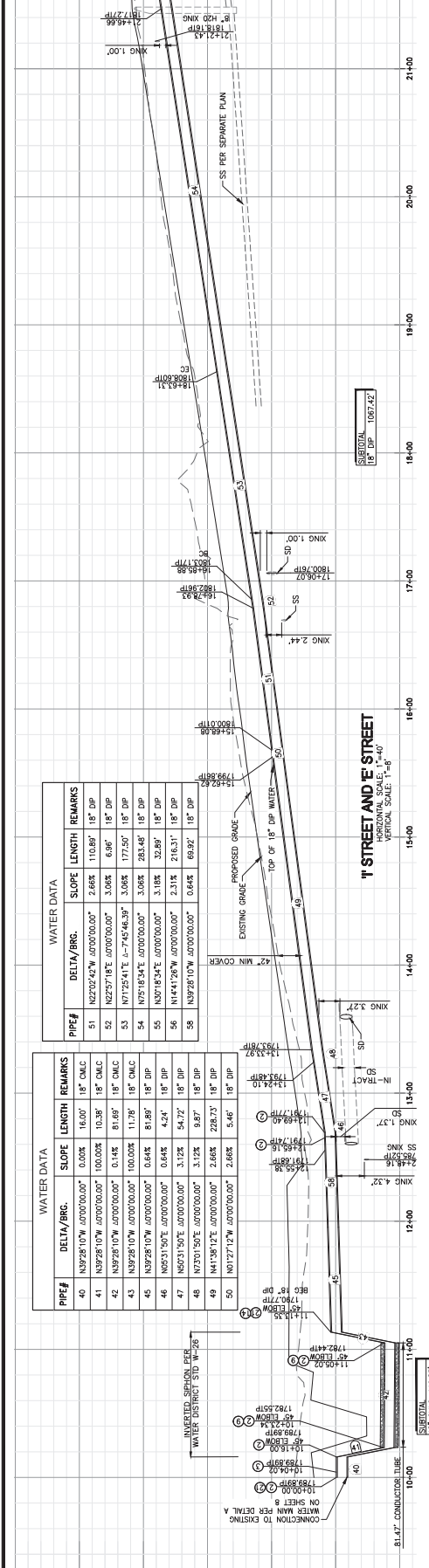
CONSTRUCTION NOTES

- 1. FIRE HYDRANT PER WWD STD W-2
- 2. THRUST BLOCK PER WWD STD W-3
- 3. 4" IRVAC PER WWD W-6B WITH 4" GATE VALVE PER WWD W-11
- 4. CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
- 5. 18" X 18" X 6" DUCTILE IRON TEE - FUG X MU X MU WITH THRUST BLOCKS PER WWD W-3D
- 6. 18" BUTTERFLY VALVE PER WWD W-11
- 7. 6" GATE VALVE PER WWD W-11
- 8. 18" X 18" X 4" DUCTILE IRON TEE - FUG X MU WITH THRUST BLOCKS PER WWD W-3D



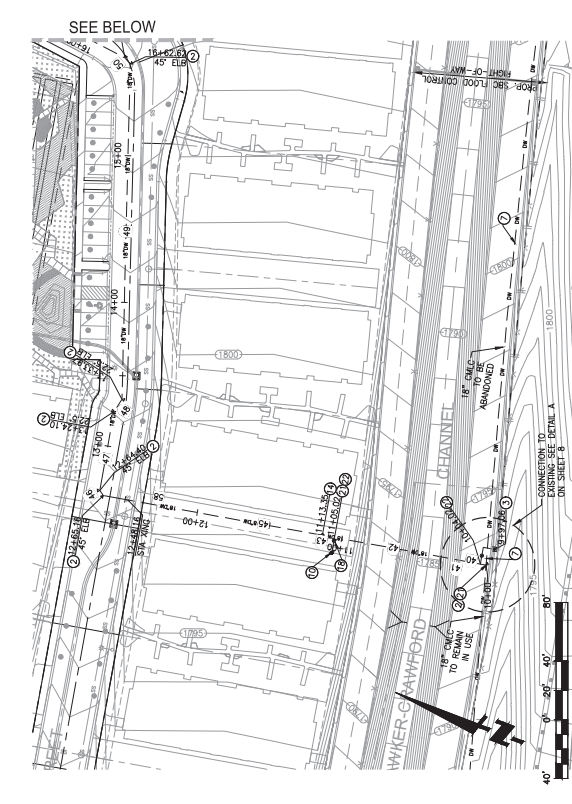
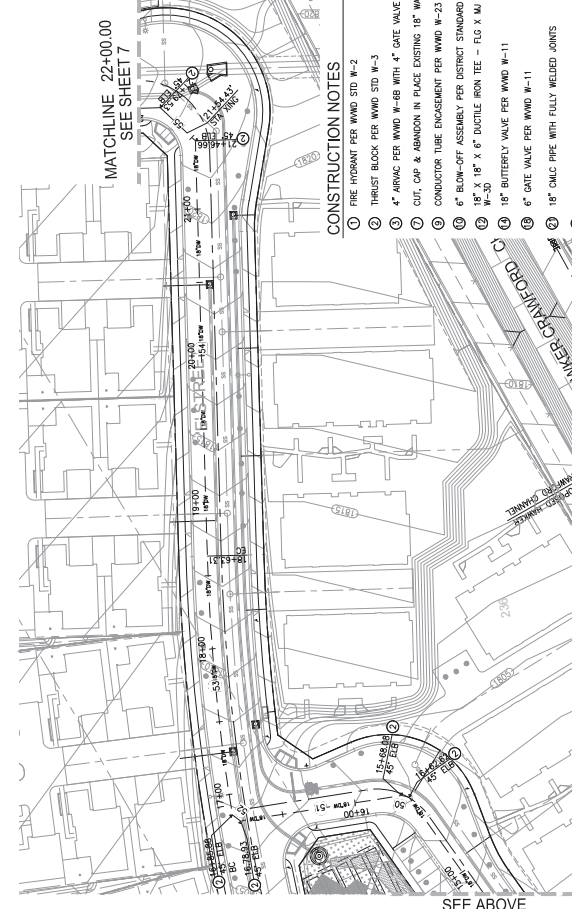
<p>FUSCOE ENGINEERING 4390 Greenleaf Dr., Suite 170 San Diego, California 92122 Tel: 619.591.2277 Fax: 619.591.2900 www.fuscoe.com</p>	<p>DIGITAL DIAL SITE TALK FREE A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS</p> <p>MONARCH HILLS LYLE CREEK ROAD LTM 20010</p> <p>DATE: 6/1/2021 DRAWING NO.: D20017/6</p>	<p>Prepared Under The Supervision of:</p> <p style="text-align: center;">KENNETH T. KOZLIK R.C.E. 71883</p>
<p>PRESSURE ZONE ZONE 7</p>	<p>DRAWING NUMBER D20017</p>	<p>SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.</p>	

3.b.1.a



PIPE#	DELTA/BRC.	SLOPE	LENGTH	REMARKS
51	N2702.42°W	0.00%	110.89'	18" CMC
52	N2727.18°E	3.04%	6.98'	18" CMC
53	N7725.41°E	3.04%	177.50'	18" CMC
54	N0716.34°E	3.08%	283.48'	18" CMC
55	N30718.34°E	3.18%	32.89'	18" CMC
56	N14412.26°W	2.31%	216.31'	18" CMC
58	N39728.10°W	0.64%	69.32'	18" CMC

PIPE#	DELTA/BRC.	SLOPE	LENGTH	REMARKS
40	N3228.10°W	0.00%	16.00'	18" CMC
41	N3228.10°W	100.00%	10.38'	18" CMC
42	N3228.10°W	0.14%	81.69'	18" CMC
43	N3228.10°W	100.00%	11.78'	18" CMC
44	N3228.10°W	0.64%	81.89'	18" CMC
45	N0231.50°E	0.64%	4.24'	18" CMC
46	N0231.50°E	3.12%	54.72'	18" CMC
47	N0231.50°E	0.00%	3.12%	18" CMC
48	N4138.12°E	2.66%	228.73'	18" CMC
49	N0127.12°W	2.66%	5.46'	18" CMC
50	N0127.12°W	0.00%	1.83'	18" CMC



- CONSTRUCTION NOTES**
- 1 FIRE HYDRANT PER WWD STD W-2
 - 2 THRUST BLOCK PER WWD STD W-3
 - 3 4" ABRAC PER WWD W-6B WITH 4" GATE VALVE PER WWD W-11
 - 4 CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
 - 5 CONDUCTOR TUBE ENCLOSURE PER WWD W-23
 - 6 6" BLOW-OFF ASSEMBLY PER DISTRICT STANDARD W-7A
 - 7 18" X 18" 6" DUCTILE IRON TEE - FLO X WJ XU WITH THRUST BLOCKS PER WWD W-30
 - 8 18" BUTTERFLY VALVE PER WWD W-11
 - 9 6" GATE VALVE PER WWD W-11
 - 10 18" CMC PIPE WITH FULLY WELDED JOINTS
 - 11 18" CMC PIPE TEE

WEST VALLEY WATER DISTRICT
WATER MAIN IMPROVEMENT PLANS

PROJECT NO: 130001
DATE: 6/1/2021
DRAWING NO: D20017/6

DESIGNED BY: KENNETH T. KOZLIK
CHECKED BY: R.C.E. 71883

Prepared Under The Supervision Of:
KENNETH T. KOZLIK, R.C.E. 71883

3.b.1.a

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

PROFESSIONAL ENGINEER
KENNETH T. KOZLIK
No. 12312
Exp. 12-31-21
CIVIL
CITY OF DENVER

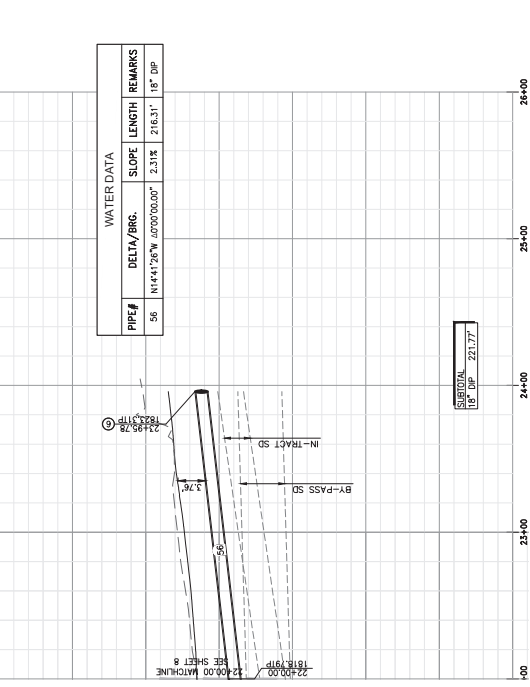
ENGINEER

FUSCOE ENGINEERING
4390 Genesee Dr., Suite 170
San Diego, California 92122
Tel: 619-227-2500
www.fuscoe.com

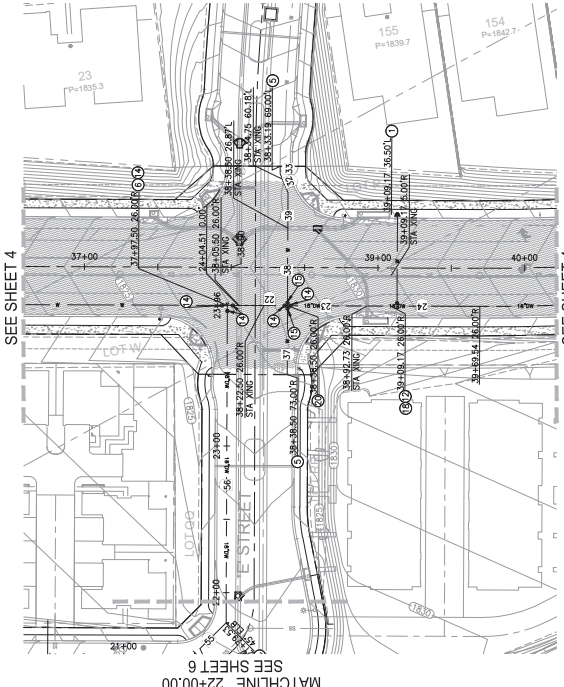
DATE: _____
DATE: _____
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PRESSURE ZONE
ZONE 7

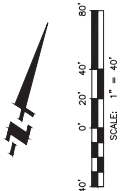
DRAWING NUMBER
D20017



WATER DATA			
PIPE#	DELTA/BRC.	SLOPE	LENGTH
56	N+4+126"W /00000.00"	2.31%	2163.31'
			18" DP

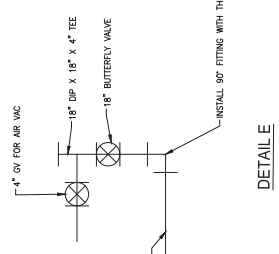


- CONSTRUCTION NOTES**
- ① FIRE PIPANT PER WWD STD W-2
 - ② THRUST BLOCK PER WWD STD W-3
 - ③ 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
 - ④ PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH MJ CAP OR BLD. P.A.
 - ⑤ INSTALL 18"X18"X12" TEE WITH THRUST BLOCK PER WWD W-3
 - ⑥ W-30 18" X 8" DUCTILE IRON TEE - FLG X MJ X MJ WITH THRUST BLOCKS PER WWD
 - ⑦ 18" BUTTERFLY VALVE PER WWD W-11
 - ⑧ 8" GATE VALVE PER WWD W-11
 - ⑨ 6" GATE VALVE PER WWD W-11
 - ⑩ INSTALL 18" X 8" CROSS WITH THRUST BLOCKS PER WWD W-3

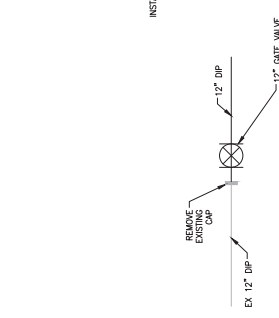


<p>FUSCOE ENGINEERING</p> <p>4390 Greenloch Dr., Suite 170 San Diego, California 92122 Tel: 619.594.8800 www.fuscoe.com</p>	<p>DIGITAL</p> <p>DIAL BY THE FIELD TALK FREE</p> <p>A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>Should construction of the required improvements not commence within two years of the date of approval shown hereon and carried forth in a diligent manner, the City Engineer may require revisions to the plans to bring them into conformance with standards in effect.</p>	<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS</p> <p>MONARCH HILLS LYTLE CREEK ROAD LTM 20010</p>
<p>PRESSURE ZONE ZONE 7</p>	<p>DRAWING NUMBER D20017</p>	<p>Prepared Under The Supervision of :</p> <p>KENNETH T. KOZLIK R.C.E. 71883</p>	<p>DATE: 6/1/2021 DRAWING NO.: D20017/8</p>

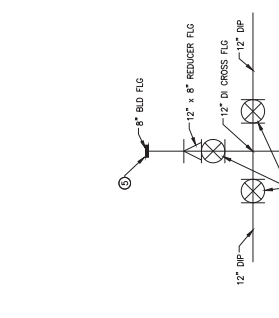
3.b.1.a



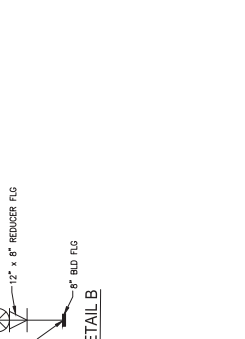
DETAIL A



DETAIL B



DETAIL C



DETAIL D

<p>FUSCOE ENGINEERING</p> <p>4390 Greenloch Dr., Suite 170 San Diego, California 92122 Tel: 619-594-2277 • Fax: 619-594-2900 www.fuscoe.com</p>	<p>DIGITAL DIAL BY THE TALK FREE A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>PROFESSIONAL ENGINEER T. V. Kozlik 6/11/2021 Exp. 12-31-21 Civil UP 0100</p>	<p>Prepared Under The Supervision of : KENNETH T. KOZLIK R.C.E. 71883</p>	<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS</p> <p>MONARCH HILLS LYTLE CREEK ROAD LTM 20010</p>	<p>DATE: 6/11/2021 DRAWING NUMBER: D20017/6</p>

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

3.b.1.a

Exhibit C

Monarch Hills Bond Cost Estimate
6/16/2021

Project ID: D20017
Description: Lytle Creek Rd

ITEM	QUANTITY	UNITS	UNIT COST	TOTAL COST
Fire hydrant	11	EA	9,700	106,700
4" Airvac with gate valve	3	EA	6,000	18,000
12" Butterfly valve	4	EA	3,200	12,800
18x18x12 Tee with block	1	EA	22,000	22,000
Cut, cap & abandon in place 18" main	2	EA	3,750	7,500
Conductor tube encasement	105	LF	22	2,299
6" Blow off	1	EA	4,150	4,150
12x12x6 Tee with block	8	EA	3,390	27,120
18x18x6 Tee with block	4	EA	4,620	18,480
10" PRV Assembly with valves	1	EA	35,000	35,000
18" Butterfly valve	7	EA	7,500	52,500
8" Gate valve	2	EA	1,840	3,680
2" Irrigation meter/lateral/box w/ backflo	1	EA	2,700	2,700
Concrete blanket	24	LF	250	6,000
6" Gate valve	12	EA	1,350	16,200
18" CMLC pipe	120	LF	130	15,587
8" DIP	294	LF	67	19,719
12" DIP	3,132	LF	84	263,088
18" DIP	2,456	LF	130	319,244
TOTAL				952,767

Exhibit D



ESTABLISHED AS A PUBLIC AGENCY IN 1952

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

2021 HOLIDAY LIST

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 15	PRESIDENT'S DAY
TUESDAY, MAY 25	MEMORIAL DAY
MONDAY, JULY 5	INDEPENDENCE DAY
MONDAY, SEPTEMBER 6	LABOR DAY
THURSDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 25	THANKSGIVING
FRIDAY, NOVEMBER 26	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 23	CHRISTMAS EVE
FRIDAY, DECEMBER 24	CHRISTMAS
FRIDAY, DECEMBER 30	NEW YEAR'S EVE
THURSDAY, DECEMBER 31	NEW YEAR'S DAY



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: October 13, 2021
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LS-FONTANA LLC FOR MONARCH HILLS TRACT 20010 (LOTS 155-233)

BACKGROUND:

LS-Fontana LLC (“Developer”) is the owner of land located north of Duncan Canyon Road, east of Hawk Ridge Avenue and west of the I-15 freeway in the City of Fontana, known as Tract 20010, Monarch Hills (“Development”). The Development consists of mixed single-family and multi-family residential housing lots requiring water services. More specifically, as part of the Developer’s Phase 1 of the project, Lots 155-233 and their respective in-tract water facilities will be constructed to allow for new domestic and irrigation connections.

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. Attached as Exhibit 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.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

AN:ls

ATTACHMENT(S):

1. Attachment A - Water System Infrastructure Installation and Conveyance Agreement with LS-Fontana LLC for Monarch Hills Tract 20010 (LOTS 155-233)

EXHIBIT A

**WATER SYSTEM INFRASTRUCTURE
INSTALLATION AND CONVEYANCE AGREEMENT**

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of **October 21, 2021** by and between **LS-FONTANA LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20010 – MONARCH HILLS (LOTS 155-233)** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **WATER IMPROVEMENT PLANS FOR MONARCH HILLS TRACT 20010 (LOTS 155-233)**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

2. CONSTRUCTION

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

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

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

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

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

3. LICENSES AND PERMITS

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

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

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

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

4. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. BONDING REQUIREMENTS

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

5.2. Performance Bond: The Developer's engineers estimate for the **WATER IMPROVEMENT PLANS FOR MONARCH HILLS TRACT 20010 (LOTS 155-233)**, is **SEVEN HUNDRED EIGHTY-THREE THOUSAND DOLLARS and 00/100 (\$783,000.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **SEVEN HUNDRED EIGHTY-THREE THOUSAND DOLLARS and 00/100 (\$783,000.00)**, equal to 100 percent of the approved Developer's estimate.

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

6. MATERIALS

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

7. NOTICES

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

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

WEST VALLEY WATER DISTRICT
Attn: General Manager
Post Office Box 920
Rialto, CA 92377
RE: WATER IMPROVEMENT PLANS FOR MONARCH HILLS TRACT 20010
(155-233)

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

DEVELOPER NAME: LS-FONTANA LLC
ATTN TO: SHANNON WHITTAKER
ADDRESS: 7525 IRVINE CENTER DR, SUITE 200. IRVINE, CA 92618
RE: WATER IMPROVEMENT PLANS FOR MONARCH HILLS TRACT 20010
(155-233)

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

SURETY NAME: LOCKTON INSURANCE BROKERS, LLC
ATTENTION: MARTHA BARRERAS
19800 MACARTHUR BLVD, SUITE 1250
IRVINE, CA 92612
RE: WATER IMPROVEMENT PLANS FOR MONARCH HILLS TRACT 20010
(155-233)

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

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

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

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

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

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

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

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

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

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

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

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

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

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

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

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

15. COSTS AND FEES

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

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

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

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

17. PERMANENT WATER SERVICE

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have been conveyed, free of all encumbrances, to the District, including any easements which may be

required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

18. BREACH OR DEFAULT OF AGREEMENT

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

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

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____
Shamindra Manbahal, General Manager

Date: _____

DEVELOPER:

LS-FONTANA LLC
a Delaware Corporation

By: _____
Shannon Whittaker, Assistant Vice President
Authorized Agent

Date: _____

Exhibit A

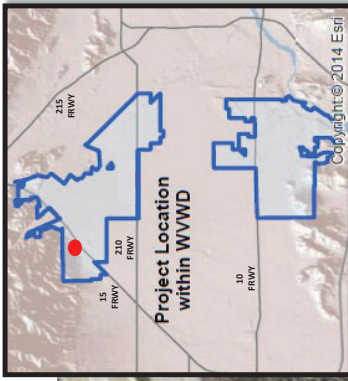


Exhibit A
Monarch Hills



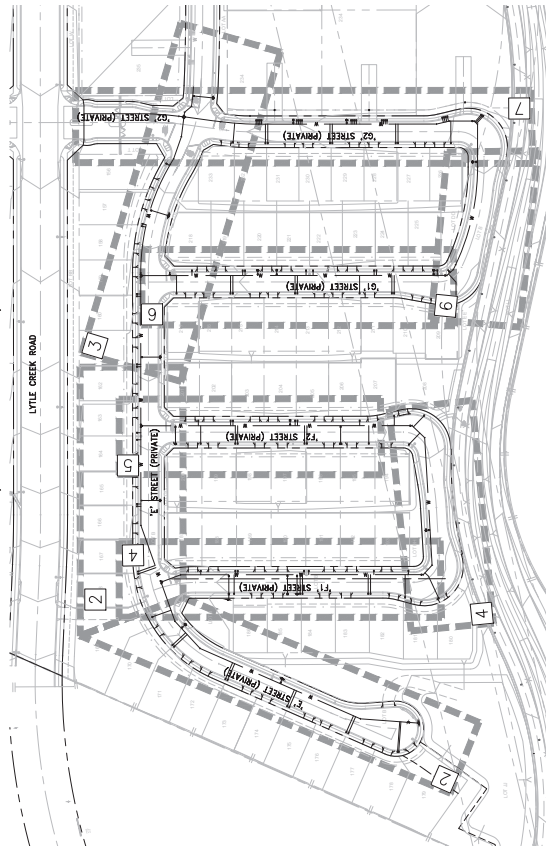
3.b.2.a

Exhibit B

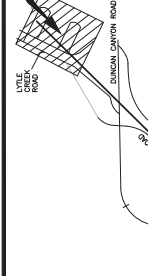
**LOTS 155-233
TRACT 20010**

**WATER IMPROVEMENT PLANS
MONARCH HILLS DEVELOPMENT**

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



PROJECT SITE



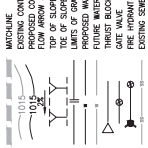
INDEX

1. 8" DP 4200'
2. 1" X 1" PLAN AND PROFILE
3. 1" X 1" PLAN AND PROFILE
4. 1" X 1" PLAN AND PROFILE
5. 1" X 1" PLAN AND PROFILE
6. 1" X 1" PLAN AND PROFILE
7. 1" X 1" PLAN AND PROFILE

MATERIALS

- 8" DP 4200'

LEGEND



BENCHMARK

ELEVATIONS HEREON ARE IN TERMS OF THE NATIONAL GEODETIC DATUM OF 1983. THE BENCHMARK IS A CONCRETE BENCHMARK WITH AN ELEVATION OF 212.26 FEET.

BASIS OF BEARING

THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS-83) IS USED AS THE BASIS OF BEARING. THE COORDINATE SYSTEM IS BASED ON THE NAD 83 DATUM.

KEY MAP

SEE SHEET 155-233-001 FOR THE KEY MAP.

PRIVATE ENGINEER'S NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY LINES, CONDUITS, OR STRUCTURES SHOWN ON THESE PLANS IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

DUCTILE IRON PIPE NOTES

1. ALL D.I.P. JOINTS, FITTINGS AND VALVES SHALL BE MECHANICALLY RESTRAINED EXTERNALLY.
2. ALL D.I.P. SHALL BE INTERNALLY RESTRAINED WITH PUSH ON TYPE LOCKING GASKETS PER DISTRICT SPECIFICATIONS.
3. INSPECTOR SHALL DETERMINE IN FIELD IF ADDITIONAL RESTRAINTS, GASKETS OR THRUST BLOCKS SHALL BE REQUIRED.

WATERLINE CONSTRUCTION NOTES

1. ALL STATIONING SHOWN ON THESE PLANS IS MEASURED ALONG THE CENTERLINE OF THE STREET OR AS SHOWN ON PLANS. MINIMUM PIPE COVER SHALL BE 48 INCHES UNLESS OTHERWISE SHOWN ON PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF ANY TIE-INS TO EXISTING WATERLINES. SUCH TIE-INS AS MAY BE REQUIRED TO BE MADE SHALL MEET WITH THE APPROVAL OF THE DISTRICT ENGINEER.
3. ALL CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL PIPE BENDS (HEREIN REFERRED TO AS CHANGES IN DIRECTION MORE THAN 10°) AND FITTINGS, IN ACCORDANCE WITH DISTRICT'S STANDARD DRAWING W-3.
4. ALL VALVE BOXES SHALL BE INSTALLED AT EVERY HIGH POINT IN THE SYSTEM. A BLOW-OFF ASSEMBLY SHALL BE INSTALLED AT EVERY LOW POINT IN THE SYSTEM.
5. A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE WHICH IS SET IN THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING VALVES TO THE CORRECT OPERATING DEPTH.
6. VALVES 12-INCHES AND LARGER SHALL BE BUTTERFLY VALVES. VALVES SHALL BE RATED FOR 150 P.S.I. OR AS SHOWN ON THESE PLANS. OPERATION SHALL BE IN ACCORDANCE WITH DISTRICT'S STANDARD DRAWING W-3.
7. ALL NEW WATER FACILITIES APPROXIMATIONS SHALL BE TESTED AND DISINFECTED PRIOR TO CONNECTIONS TO EXISTING WATER SYSTEM, PER AWWA C601.
8. THE CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY BULKHEADS AS REQUIRED FOR PRESSURE TESTING.
9. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES AND AGENCIES PRIOR TO STARTING ANY CONSTRUCTION WORK.

GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES AS OF THE DATE OF PLAN APPROVAL.
2. THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH THE WEST VALLEY WATER DISTRICT ENGINEER PRIOR TO THE START OF CONSTRUCTION.
3. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE WEST VALLEY WATER DISTRICT'S STANDARD SPECIFICATIONS FOR WATER MAINS AND WATERWORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, AND THE STATE OF CALIFORNIA.
4. EXCESS OF 5.0 FEET IN DEPTH SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THE CONTRACTOR SHALL NOTIFY THE DISTRICT ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY SUCH CONDITIONS.
5. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND CONDITIONS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE DISTRICT ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY SUCH CONDITIONS.
6. ALL UTILITIES THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT AT 1-800-227-2600 PRIOR TO BEGINNING WORK.
7. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE DISTRICT ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY SUCH CONDITIONS.
8. PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS. ALL TRENCHES SHALL BE PLACED IN A MANNER THAT MINIMIZES THE BURDEN AND IN CONFORMANCE WITH THE DISTRICT'S STANDARD SPECIFICATIONS FOR WATER MAINS AND WATERWORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, AND THE STATE OF CALIFORNIA.
9. COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO MEET RELATIVE COMPACTION TESTS.
10. COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACK FILL PER WEST VALLEY WATER DISTRICT SPECIFICATIONS.
11. THE CONTRACTOR SHALL REPAIR IN KIND, TO THE SATISFACTION OF THE ENGINEER AND ANY AGENCY HAVING JURISDICTION OVER THE PROJECT, ALL DAMAGE TO EXISTING UTILITIES, CURB AND GUTTER OR OTHER IMPROVEMENTS CUT, REMOVED OR OBTAINED THROUGH CONSTRUCTION OF THIS PROJECT.
12. PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OR OTHER CONTAMINATION THROUGHOUT THE PROJECT.
13. THE CONTRACTOR, AT THE END OF EACH DAY'S WORK, SHALL ENSURE THAT ALL OPENINGS INTO THE PIPELINE ARE PROPERLY COVERED AND SECURED TO PREVENT TRAFFIC FROM ENTERING THE PIPELINE.
14. ALL WORK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTRICT OR ITS DULY AUTHORIZED AGENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, AND THE STATE OF CALIFORNIA.
15. THE CONTRACTOR SHALL USE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING ADJUSTMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

FONTANA FIRE PROTECTION DISTRICT

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY LINES, CONDUITS, OR STRUCTURES SHOWN ON THESE PLANS IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

WEST VALLEY WATER DISTRICT

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

DECLARATION OF RESPONSIBLE CHARGE

I, THE UNDERSIGNED, AS A LICENSED PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT I AM THE DESIGNER OF THESE PLANS AND SPECIFICATIONS AND I AM AWARE OF THE REQUIREMENTS OF THE PROFESSIONAL ENGINEER ACT AND THE REGULATIONS CHAPTER 16 CALIFORNIA WATERWORK STANDARD OF THE STATE OF CALIFORNIA.

WINNIE THAM, R.E.C. NO. 50289, EXP. 06-30-21
 FUSCO ENGINEERING, INC., IRVINE, CA 92606
 O: (949) 474-1860, EXT: 4375, WTHAM@FUSCO.COM

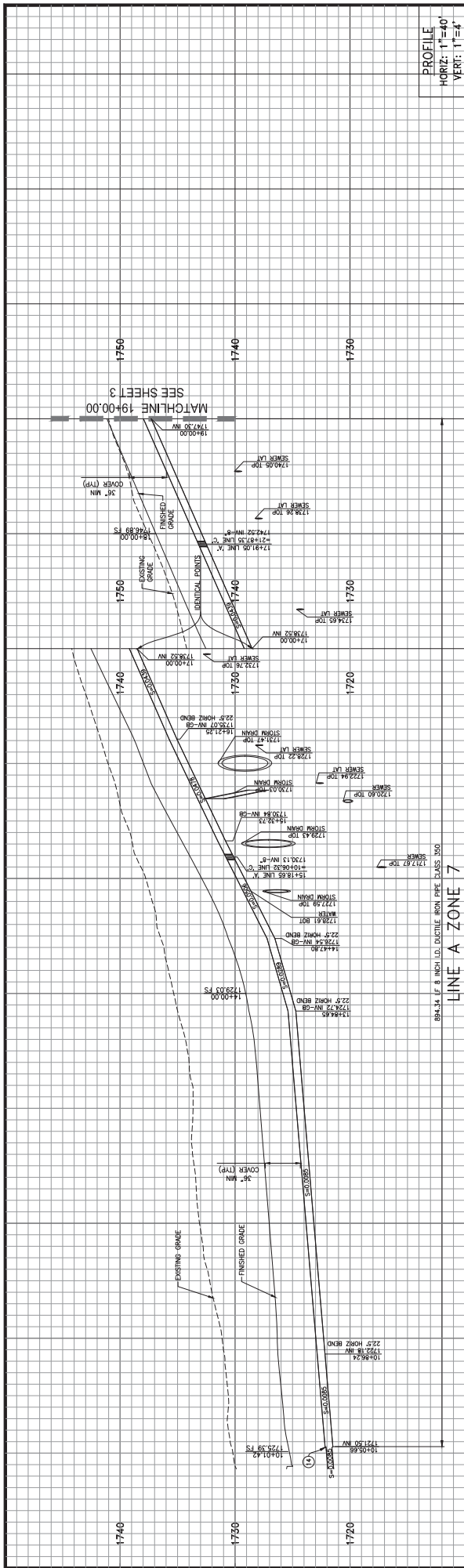
Prepared Under the Supervision of: WINNIE THAM, R.E.C. 59269

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

FUSCO
 16793 Van Armane, Suite 100
 Fontana, CA 92335
 TEL: 951-227-2600
 FAX: 951-227-2600
 WWW.FUSCO.COM

DIGIPLAN
 DIAL BEFORE YOU DIG
 1-800-227-2600
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

CITY OF FONTANA, CALIFORNIA
 WATER MAIN IMPROVEMENT PLANS
 MONARCH HILLS
 LOTS 155-233
 DRAWING NO. D21012

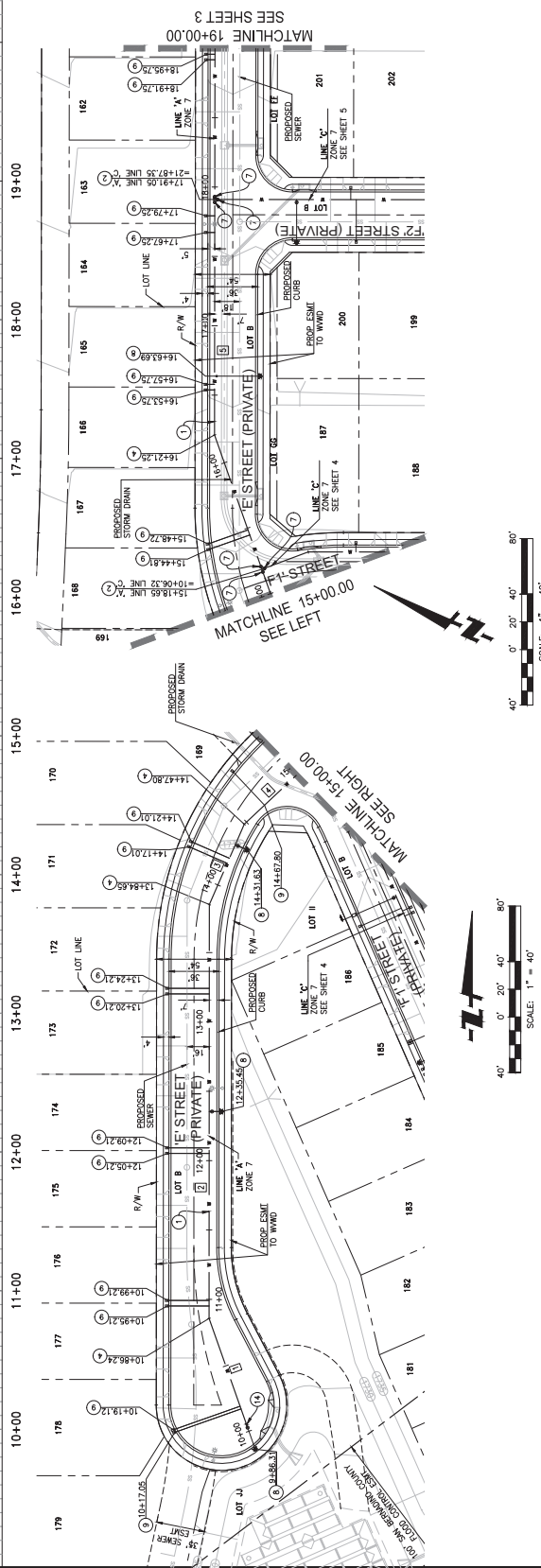


PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'

- CONSTRUCTION NOTES**
- INSTALL 8" CLASS 500 BIP. TRENCH PER WWD STD. DWG. W-1
 - INSTALL 6" FLG TEE FITTINGS
 - INSTALL 8" 22.5' D.I. MANHOLE FITTINGS
 - INSTALL 6" GATE VALVE, FLOUMA, PER WWD STD. DWG. W-11
 - INSTALL FIRE HYDRANT PER WWD STD. DWG. W-2
 - INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER WWD STD. DWG. W-4
 - INSTALL 6" 4U TO 6" FLG REDUCER FITTING
 - INSTALL 2" BRONZATION WATER METER, 2" SERVICE LATERAL AND 2" METER BOX PER WWD STD. DWG. W-5
 - INSTALL 2" BACKFLOW PREVENTER PER WWD STD. DWG. W-20

WATER LINE TABLE

LINE	LENGTH	BEARING
1	60.58'	S1P2734.61°E
2	298.42'	N02025.39°E
3	63.14'	N272925.88°E
4	173.46'	N46°49'23.85"E
5	278.35'	N6P°18'23.85"E



City of Fontana, California
 WATER MAIN IMPROVEMENT PLANS

Prepared Under The Supervision of:
 WINNIE THAM, R.C.E. 59269

Should construction of the required improvements not commence within two years of the date of approval shown hereon and carried forth in a diligent manner, the city engineer may require revisions to the plans to bring them into conformance with standards in effect.

FUSCO ENGINEERS
 16793 Van Arman, Suite 100
 Fontana, CA 92335
 Tel: 951-837-2500
 Fax: 951-837-2500
 www.fusco.com

DIGITIZER
 DIAL SET POINT
 1-800-227-2500
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

DATE: 07/16/2023
 DRAWING NO.: D21012

MONARCH HILLS
 LOTS 155-233

SCALE: 1" = 40'

SCALE: 1" = 40'

REVISION HISTORY

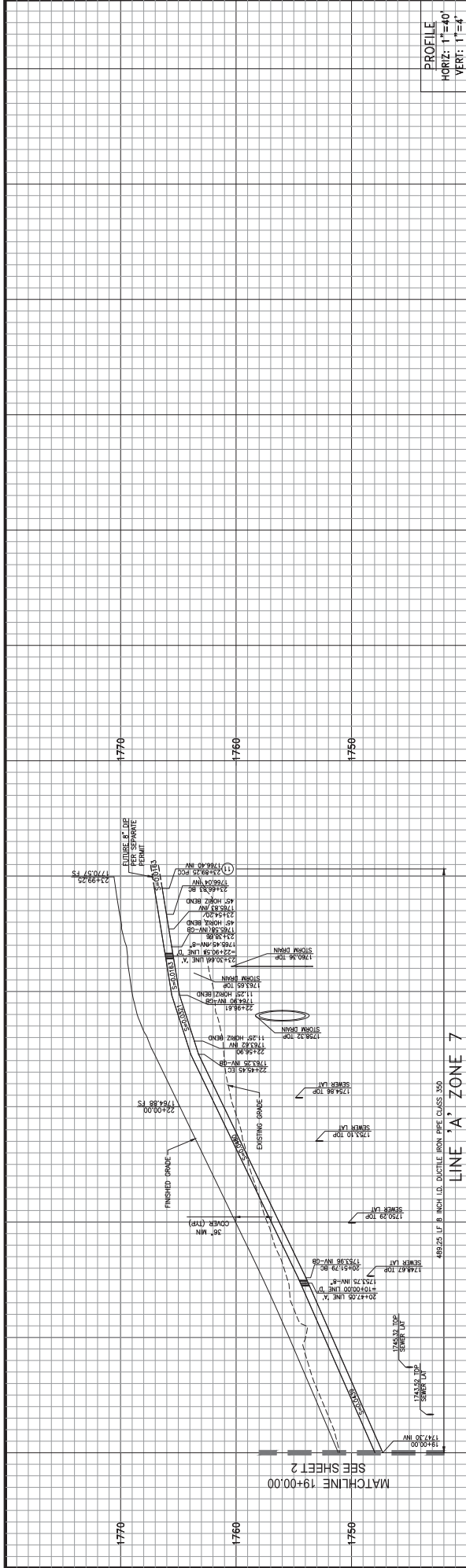
NO.	DATE	DESCRIPTION

REVISION HISTORY

DATE: 07/16/2023
 DRAWING NO.: D21012

REVISION HISTORY

DATE: 07/16/2023
 DRAWING NO.: D21012



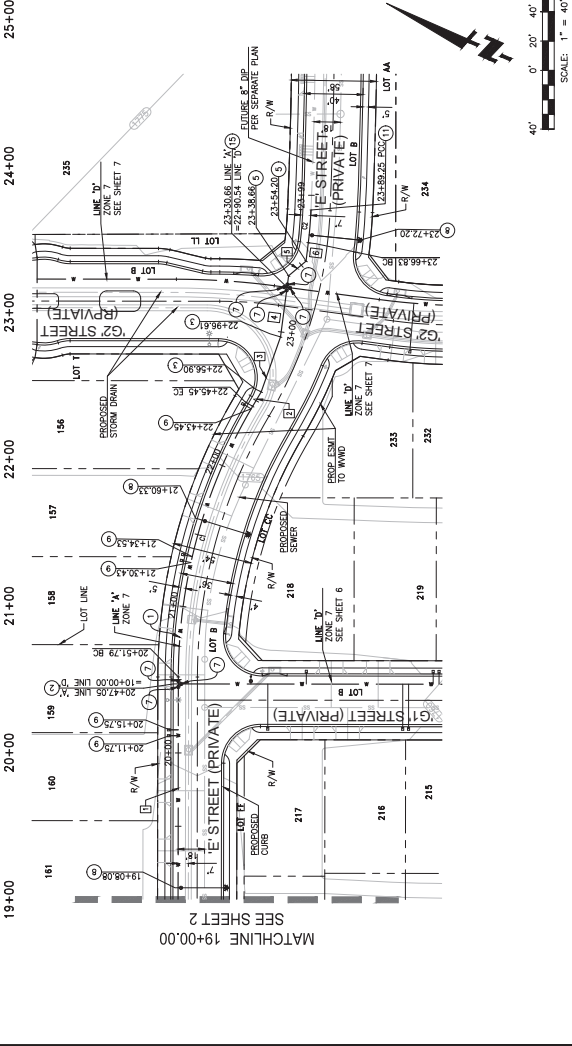
PROFILE
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CONSTRUCTION NOTES

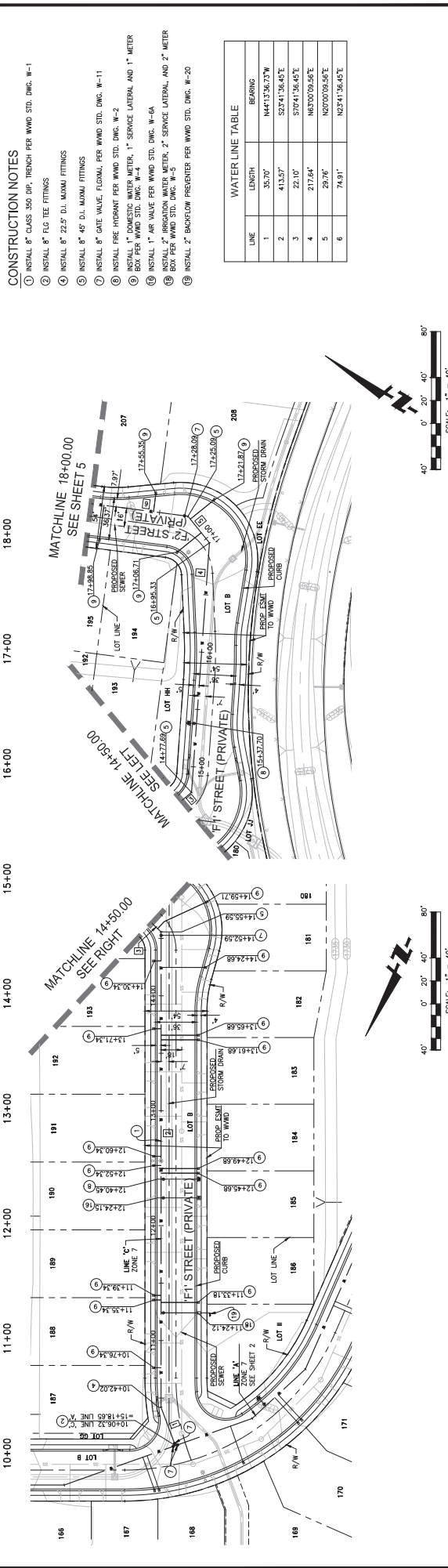
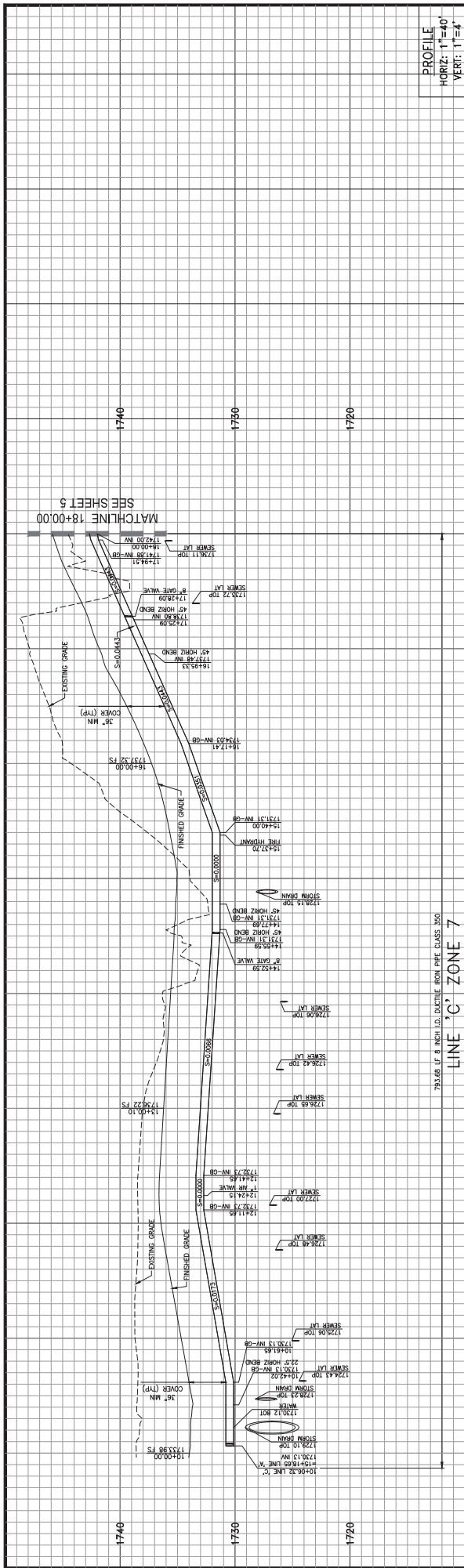
- ① INSTALL 8" CLASS 350 DIP, TRENCH PER WWD STD. DMC, W-1
- ② INSTALL 8" FIG TEE FITTINGS
- ③ INSTALL 8" 1.125" O.D. MUMU FITTINGS
- ④ INSTALL 8" 45° O.D. MUMU FITTINGS
- ⑤ INSTALL 8" GATE VALVE, FLG/M, PER WWD STD. DMC, W-1
- ⑥ INSTALL FIVE HYDRANT PER WWD STD. DMC, W-2
- ⑦ INSTALL 1" DOMESTIC WATER METERS, 1" SERVICE LATERAL AND 1" METER BOX PER WWD STD. DMC, W-4
- ⑧ 8" M. CAP OR BLIND FLG
- ⑨ INSTALL 8" O.D. F.G. CROSS FITTING

LINE	LENGTH	BEARING
1	151.79'	N86°17'23.65"E
2	11.46'	S85°37'14"E
3	39.70'	N85°37'22.86"E
4	42.06'	N73°42'20.21"E
5	15.34'	S83°44'39.79"E
6	35.12'	N84°42'39.65"E

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	3033.59°	363.00'	183.60'	98.19'
C2	428.33°	287.00'	22.42'	11.22'



<p>PREPARED UNDER THE SUPERVISION OF:</p>  <p>WINNIE THIAM R.C.E. 59269</p>	<p>CITY OF FONTANA, CALIFORNIA WATER MAIN IMPROVEMENT PLANS</p> <p>MONARCH HILLS LOTS 156-233</p> <p>DATE: 07/16/2023 DRAWING NO.: 5 D21012</p>
<p>SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.</p>	
<p>PRESSURE ZONE ZONE 7</p>	<p>DRAWING NUMBER D21012</p>
 <p>FUSCO ENGINEERS & ARCHITECTS 16793 Van Armane, Suite 100 Fontana, CA 92425 Tel: 951-847-1605 & 951-847-1315 www.fusco.com</p>	
 <p>DIGITAL DIAL METERING 1-800-227-2600 A PUBLIC SERVICE BY UNDERGROUND SERVICE PLANS</p>	

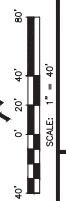


PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'

- CONSTRUCTION NOTES**
- ① INSTALL 8" CLASS 350 DIP. TRENCH PER WWD STD. DWG. W-1
 - ② INSTALL 8" P.G. TEE FITTINGS
 - ③ INSTALL 8" 22.2' D.I. MANHOLE FITTINGS
 - ④ INSTALL 8" 45° D.I. MANHOLE FITTINGS
 - ⑤ INSTALL 8" GATE VALVE, FLOWMETER, PER WWD STD. DWG. W-11
 - ⑥ INSTALL FIRE PROPAGANT PER WWD STD. DWG. W-2
 - ⑦ INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER WWD STD. DWG. W-4
 - ⑧ INSTALL 1" AIR VALVE PER WWD STD. DWG. W-6A
 - ⑨ INSTALL 2" IRRIGATION WATER METER, 2" SERVICE LATERAL AND 2" METER BOX PER WWD STD. DWG. W-5
 - ⑩ INSTALL 2" BACKFLOW PREVENTER PER WWD STD. DWG. W-20

WATER LINE TABLE

LINE	LENGTH	Bearing
1	35.70'	N44°12'36.73"W
2	41.53'	S27°41'36.45"E
3	23.10'	S70°41'36.45"E
4	272.84'	N62°00'09.56"E
5	29.76'	N20°00'09.56"E
6	74.91'	N23°41'36.45"E



Prepared Under The Supervision of:
 SCALE: 1" = 40'
 WINNIE THAM, R.C.E. 59269

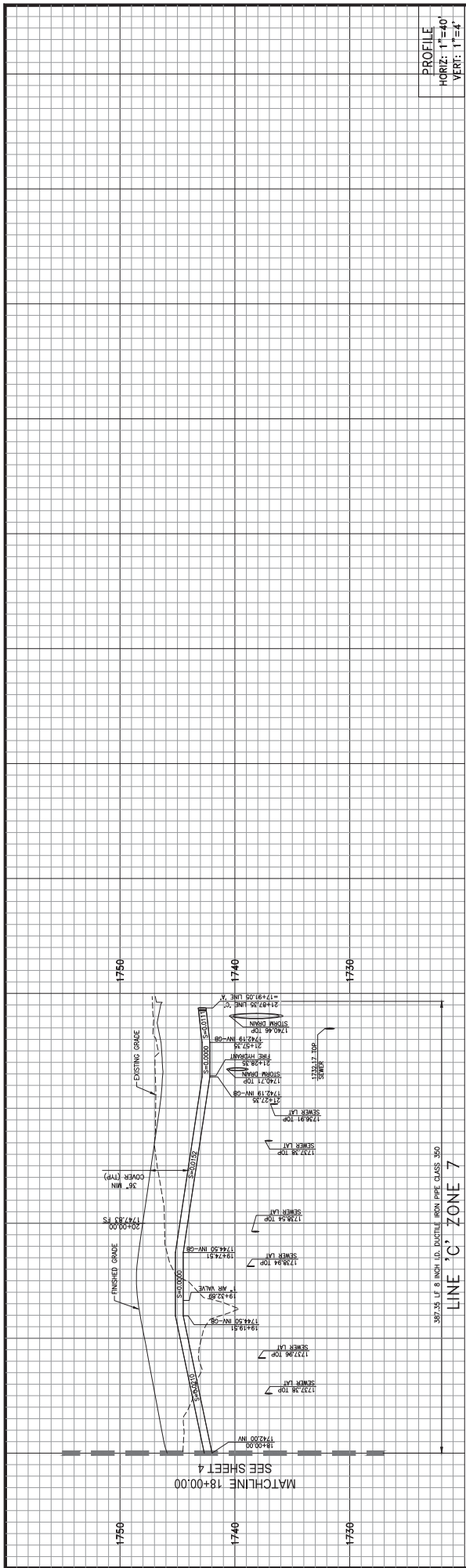


SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

DATE	DESCRIPTION	BY	CHK



PRESSURE ZONE
 ZONE 7
DRAWING NUMBER
 D21012



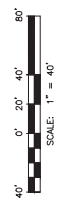
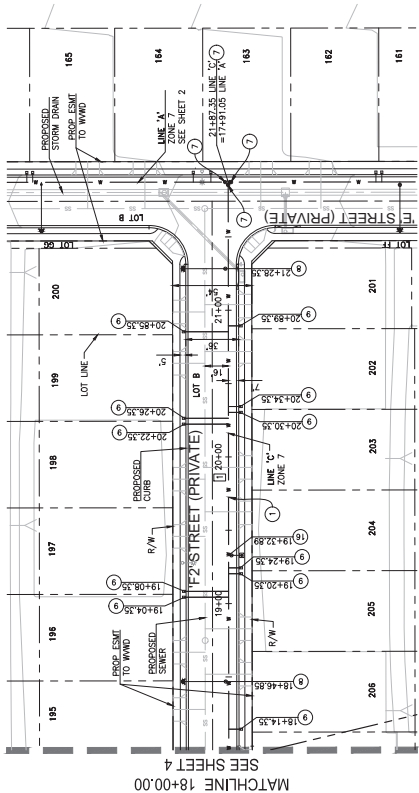
PROFILE
HORIZ: 1"=40'
VERT: 1"=4'



LINE 'C' ZONE 7

CONSTRUCTION NOTES

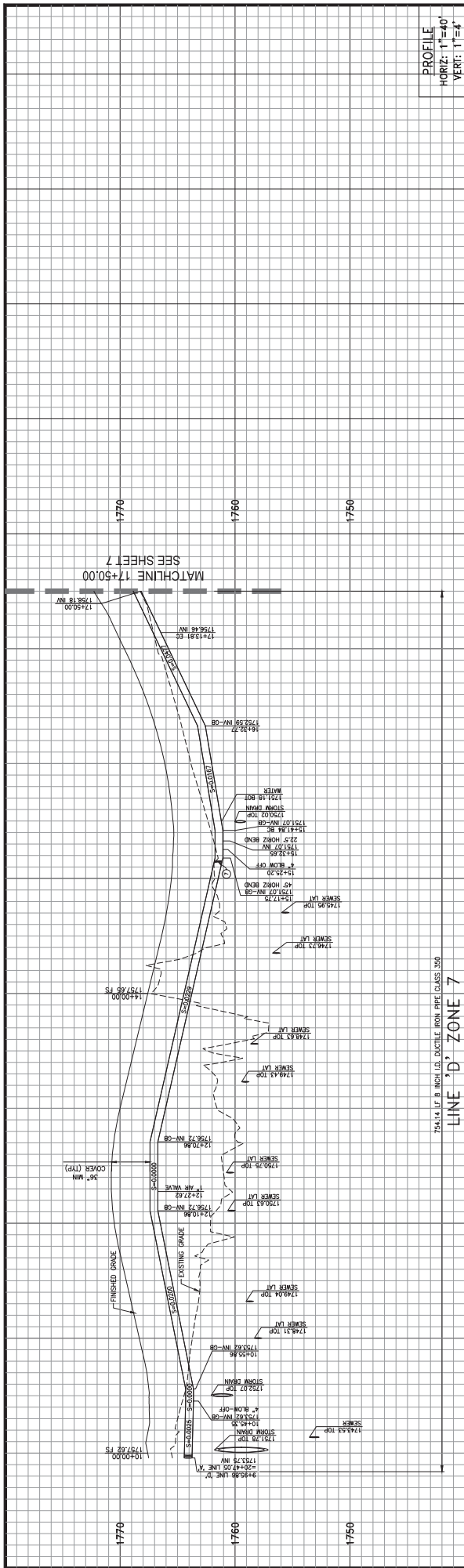
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- 3 INSTALL 8" GATE VALVE, FLOVAL, PER WWD STD. DWG. W-11
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- 6 INSTALL 1" AIR VALVE PER WWD STD. DWG. W-6A

LINE	LENGTH	BEARING
1	387.35'	N22°41'36.45"W

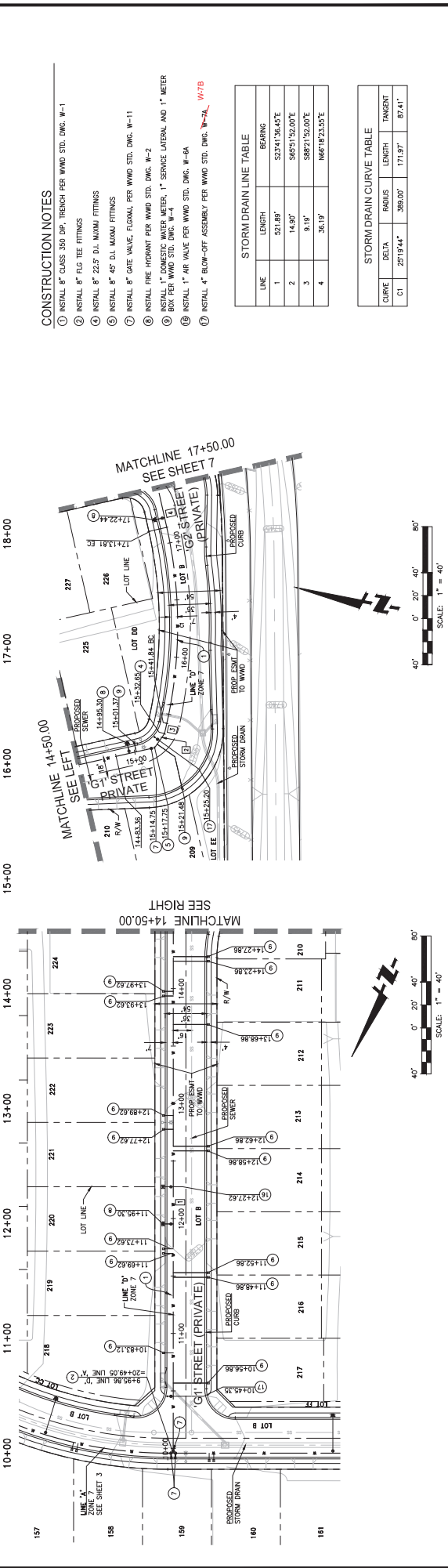


<p>Pressure Zone Zone 7</p> <p>Drawing Number D21012</p>	 <p>FUSCO ENGINEERS & ARCHITECTS 18793 Van Arman, Suite 100 P.O. Box 227, 5600 Hill 949 874 160 & 949 874 1315 www.fusco.com</p>		<p>City of Fontana, California Water Main Improvement Plans</p> <p>Prepared Under The Supervision of: <i>Winnie Tham</i> Winnie Tham R.C.E. 59269</p> <p>DATE: 07/16/2023 DRAWING NO.: 5 D21012/7</p>
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SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.



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



CONSTRUCTION NOTES

1. INSTALL 8" CLASS 350 DIP. TRENCH PER MWD STD. DMC. W-1
2. INSTALL 8" FLG TEE FITTINGS
3. INSTALL 8" 22.5° D.I. MANH FITTINGS
4. INSTALL 8" 45° D.I. MANH FITTINGS
5. INSTALL 8" GATE VALVE, FLOWM. PER MWD STD. DMC. W-11
6. INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER MWD STD. DMC. W-4
7. INSTALL 1" AIR VALVE PER MWD STD. DMC. W-6A
8. INSTALL 4" BLOW-OFF ASSEMBLY PER MWD STD. DMC. W-7A, W-7B

STORM DRAIN LINE TABLE

LINE	LENGTH	BEARING
1	52.80'	S32°41'38.45"E
2	14.90'	S65°51'52.00"E
3	9.10'	S84°21'52.00"E
4	36.19'	N67°18'23.53"E

STORM DRAIN CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	25°19'44"	389.00'	171.97'	87.41'

Prepared Under The Supervision of:

CITY OF FONTANA, CALIFORNIA
WATER MAIN IMPROVEMENT PLANS

ENGINEER: [Signature]
DATE: 07/16/2023
DRAWING NO: 16
D21012

MONARCH HILLS
LOTS 155-233

WINNIE THAM R.C.E. 59269

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

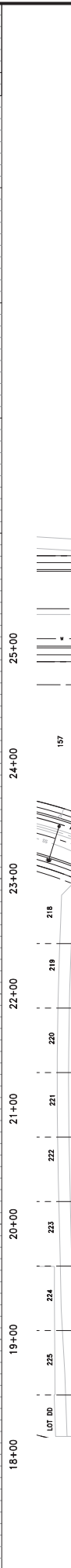
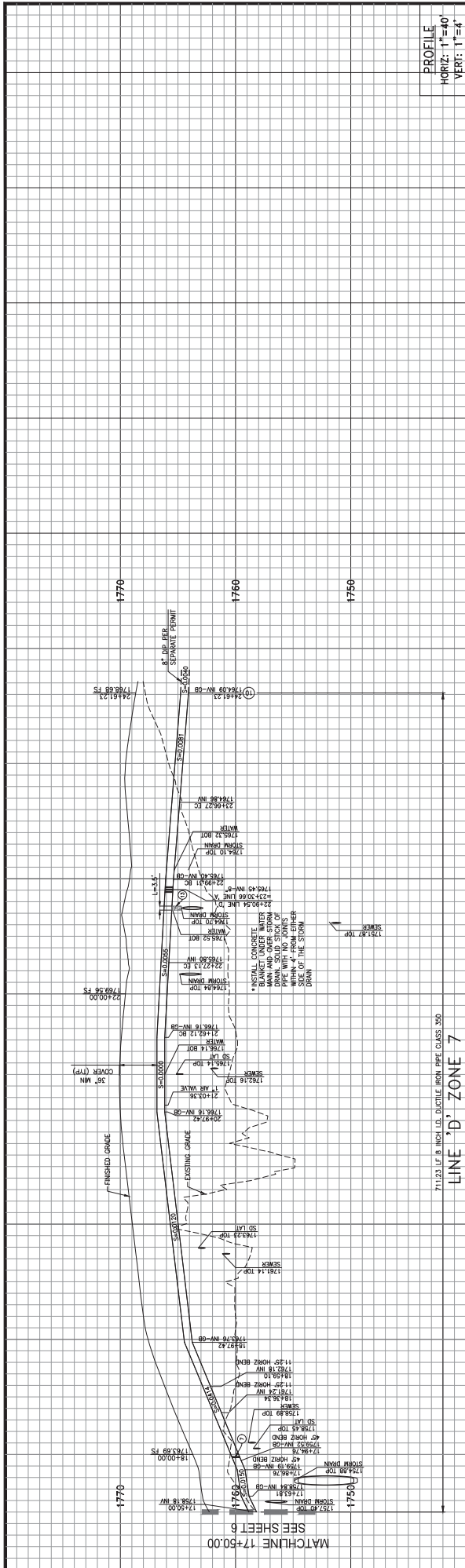
RESIGN ASSOCIATION

FUSCO ENGINEERS
18793 Van Arman, Suite 100
Fontana, CA 92335
Tel: 951-847-1605 & 951-847-4315
www.fusco.com

DIAGNOSTIC
DIAL METER
TESTING
SERVICES
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

PRESSURE ZONE
ZONE 7

DRAWING NUMBER
D21012



STORM DRAIN LINE TABLE

LINE	LENGTH	BEARING
1	36.76'	N67°42.55'E
2	8.00'	N18°21.55'W
3	41.58'	N58°41'36.45"W
4	22.76'	N37°38'15.99"W
5	303.02'	N23°41'36.45"W
6	72.16'	N16°14'52.97"W
7	94.97'	N23°41'36.45"W

STORM DRAIN CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	728°59'	500.00'	65.01'	32.95'
C2	728°59'	518.00'	66.96'	33.53'

- CONSTRUCTION NOTES**
- INSTALL 8" CLASS 350 DIP. TRENCH PER WWD STD. Dwg. W-1
 - INSTALL 8" 11.25' D.I. MOMI FITTINGS
 - INSTALL 8" 45' D.I. MOMI FITTINGS
 - INSTALL 8" GATE VALVE. FLGMMAL PER WWD STD. Dwg. W-11
 - INSTALL FIRE HYDRANT PER WWD STD. Dwg. W-2
 - INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER WWD STD. Dwg. W-4
 - JOIN TO EXISTING WATER LINE
 - INSTALL CONCRETE BLANKET PROTECTION PER WWD STD. Dwg. W-24
 - INSTALL 8" D.I. FIC CROSS FITTING
 - INSTALL 1" AIR VALVE PER WWD STD. Dwg. W-6A

CITY OF FONTANA, CALIFORNIA
WATER MAIN IMPROVEMENT PLANS

Prepared Under The Supervision Of:
WINNIE THAM
 R.C.E. 59269

ENGINEER
 REG. NO. 5045

DRAWN BY: [Signature]
DESIGNED BY: [Signature]
CHECKED BY: [Signature] Date: [Blank]

DATE: 07/16/2023
DRAWING NO.: D21012
PROJECT NO.: MONARCH HILLS LOTS 155-233

DIGITIZER
 DIAL
 DEF. LINE
 AND
 SERVICE
 1-800-327-5660
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

FUSCO
ENGINEERS
 18765 Van Armane, Suite 100
 Fontana, CA 92335
 Tel: 951-847-1605 & 951-847-1315
 www.fusco.com

PRESSURE ZONE
 ZONE 7

DRAWING NUMBER
 D21012

Exhibit C

WEST VALLEY WATER DISTRICT D21012 - MONARCH HILLS LOTS 155-233
PRELIMINARY ENGINEER'S OPINION OF CONSTRUCTION COST SUMMARY
AUGUST 2021

ITEM	TOTAL QUANTITY	UNIT	ESTIMATED UNIT COST	TOTAL COST
Water Improvements				
8" Class 350 DIP Water Main	4,030	LF	\$75.00	\$302,250.00
8" Tee	3	EA	\$1,350.00	\$4,050.00
8" 11.25 Degree Bend	4	EA	\$450.00	\$1,800.00
8" 22.5 Degree Bend	6	EA	\$450.00	\$2,700.00
8" 45 Degree Bend	9	EA	\$450.00	\$4,050.00
8" Gate Valve	17	EA	\$1,800.00	\$30,600.00
Fire Hydrant	15	EA	\$5,800.00	\$87,000.00
1" Water Service	101	EA	\$2,500.00	\$252,500.00
Join to Existing Water Line	2	EA	\$1,000.00	\$2,000.00
8" Cap or Blind Flange	1	EA	\$450.00	\$450.00
Concrete Blanket Protection	1	EA	\$2,500.00	\$2,500.00
8" to 6" Reducer	1	EA	\$450.00	\$450.00
8" Cross	1	EA	\$1,800.00	\$1,800.00
1" Air Valve	4	EA	\$2,250.00	\$9,000.00
4" Blow-Off Assembly	2	EA	\$2,700.00	\$5,400.00
2" Irrigation Service	1	EA	\$2,900.00	\$2,900.00
2" Backflow Preventer	1	EA	\$2,400.00	\$2,400.00
Subtotal				\$711,850.00
Contingency @ 10%				\$71,185.00
Total Cost				\$783,000.00

Exhibit D



ESTABLISHED AS A PUBLIC AGENCY IN 1952

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

2021 HOLIDAY LIST

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 15	PRESIDENT'S DAY
TUESDAY, MAY 25	MEMORIAL DAY
MONDAY, JULY 5	INDEPENDENCE DAY
MONDAY, SEPTEMBER 6	LABOR DAY
THURSDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 25	THANKSGIVING
FRIDAY, NOVEMBER 26	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 23	CHRISTMAS EVE
FRIDAY, DECEMBER 24	CHRISTMAS
FRIDAY, DECEMBER 30	NEW YEAR'S EVE
THURSDAY, DECEMBER 31	NEW YEAR'S DAY



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: October 13, 2021
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: PURCHASE STATE WATER PROJECT FROM INLAND EMPIRE
 UTILITIES AGENCY

BACKGROUND:

West Valley Water District (“District”) has approximately 1,500 service connections located within the City of Fontana (“Fontana”). Well No. 54 located at 5101 Coyote Canyon Road in Fontana is the primary source of supply. These 1,500 connections are within the Inland Empire Utilities Agency’s (“IEUA”) service boundary in the Rialto-Colton Basin, and are outside the San Bernardino Valley Municipal Water District’s (“Valley District”) service boundary.

District staff had worked with Metropolitan Water District (“MWD”), IEUA and Valley District to develop a four-party agreement in utilizing Valley District to deliver untreated State Water Project (SWP) from the IEUA to the Oliver P. Roemer Water Treatment Plant for treatment before delivering to Fontana when Well 54 is out of service. Additionally, the agreement provides for backup/emergency water supply during unexpected equipment failures, maintenance activities, or emergency circumstances.

DISCUSSION:

Well 54 has been operating along with its’ associated deaeration system without issues since October 2019; however, the production from Well 54 alone is no longer meeting the water demands in that area and will need to be supplemented by water purchases from IEUA. District staff has seen a significant increase in development activity in District’s service area in Fontana. It is estimated that the District has to purchase between 200 acre-feet and 300 acre-feet of SWP from the IEUA to meet the demands in Fontana this calendar year. Staff recommends, per **Exhibit A**, that an internal District transfer of \$225,000.00 be transferred from “Purchased Water/Muni” to “Purchased Water/I.E. Utilities Agency” to accommodate this water supply need.

FISCAL IMPACT:

This item is not included in the Fiscal Year 2021/22 Operating Budget but will be funded from Account Number 100-5110-520-5252 titled “Purchased Water/Muni with a budget of \$500,000.00.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:jc

ATTACHMENT(S):

1. Exhibit A - Budget Transfer Adjustment Form

EXHIBIT A

ACCOUNT/BUDGET AMENDMENT FORM

3.b.3.a

TO: Finance

Please take the following action:



Increase Budgeted Amount

	Fund	Account Number	Project	Funding Source
Number				
Title				
Department				
Reason				
	Amount:			

Transfer Budgeted Funds

FROM ACCOUNT				
	Fund	Account Number	Project	Amount
Number	O&M	100-5110-520-5252		\$ 225,000.00
Description				
Department				

TO ACCOUNT				
	Fund	Account Number	Project	Amount
Number	O&M	100-5110-520-5255		\$ 225,000.00
Description				
Department				
Reason	Well 54 can no longer produce enough to meet demands in our service area in the City of Fontana.			

Routing and Approval

Requested: _____ Joanne Chan *Joanne Chan* _____ Date: 09/23/21
 Requestor

Approved: _____ Date: _____
 Assistant General Manager

Approved: _____ Date: _____
 Chief Financial Officer

Approved: _____ Date: _____
 General Manager

Routed to: _____ Date: _____
 Accountant, Finance

Copy to: _____ Date: _____
 Requestor



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: October 13, 2021
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: NOTICE OF COMPLETION RECORDATION FOR THE WELL 18A PIPE BLENDING PROJECT

DISCUSSION:

On May 20, 2021, the Board authorized West Valley Water District (“District”) to enter into an agreement with El-Co Contractors, Inc. (“El-Co”) for the Well 18A Pipe Blending project in the amount of \$220,800.00. The project includes the installation of 750 linear feet of 8” diameter Ductile Iron Pipe, below ground valves and fittings, above ground pipe, fittings, combination air valve, cla-val and controller, water meter, water quality sample, static mixer, concrete slab, guard posts, painting, paving, striping, and conduits for electrical wires. Since the contract was established, El-Co has successfully conducted the scope of Work and provided deliverables as stated in the contract.

The District’s Project Manager on the project has confirmed the substantial completion of the W19040 Well 18A Pipe Blending Project. Attached as **Exhibit A** is a copy of the certificate of substantial completion and as **Exhibit B** is a copy of the Notice of Completion. The Notice of Completion will be recorded upon completion of the project.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

RG;ls

ATTACHMENT(S):

1. Exhibit B - Notice of Completion for Well 18A Pipe Blending
2. Exhibit A - Notice of Substantial Completion for Well 18A Pipe Blending

EXHIBIT B

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

NAME

STREET ADDRESS

CITY, STATE & ZIP CODE

TITLE ORDER NO.

ESCROW NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN# _____

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is OWNER or AGENT OF THE OWNER of the interest or estate stated below in the property hereinafter described.

The full NAME of the OWNER is _____

The ADDRESS of the OWNER is _____

The NATURE OF THE INTEREST or estate of the undersigned is _____
(e.g. fee, leasehold, joint tenancy, vendee under a contract of purchase, etc.)

The full name(s) and address(es) of all persons, if any, who hold such interest or estate with the undersigned as joint tenants or as tenants in common are:

Name	Address
_____	_____
_____	_____
_____	_____

The full name(s) and address(es) of the successor(s) in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Name	Address
_____	_____
_____	_____
_____	_____

A work of improvement on the property hereinafter described was COMPLETED on _____

The work of improvement completed is described as _____

The name of the original contractor, if any, for such work of improvement was: _____

The property on which said work of improvement was completed is in the City of _____,
County of _____, State of California, and is DESCRIBED AS FOLLOWS:

The street address of said property is _____
(if applicable)

Dated: _____

Signature of Owner or Agent of Owner

* There are various types of deed forms depending on each person's legal status. Before you use this form you may want to consult an attorney if you have questions concerning which document form is appropriate for your transaction.

I, _____ am the _____
(Name of below signor) (Owner, President, Authorized Agent, Partner, etc.)

the declarant of the foregoing Notice of Completion. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Date and Place)

(Signature)

EXHIBIT A

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: West Valley Water District Project: Well 18A Pipe Blending (W19040)
Contractor: El-Co Contractors, Inc.
Manager: Rosa M. Gutierrez, P.E.
Inspector: Kurt Kazalunas

This Certificate of Substantial Completion applies to:

- [X] All Work [] The following specified portions of the Work:

October 6th, 2021

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, Inspector and Construction Manager, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract.

The following documents are attached to and made a part of this Certificate: Punchlist

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY PROJECT MANAGER: RECEIVED: RECEIVED:
By: (Authorized signature) By: [Signature] Contractor (Authorized signature) By:
Name: Rosa M. Gutierrez, P.E. Name: John Wiles Name:
Title: Project Manager Title: General Manager Title:
Date: 10/06/2021 Date: 10-6-21 Date:



CONSTRUCTION PUNCH-LIST

Date: 10/06/2021 Project Name: Well 18A Pipe Blending (W19040)
 To: El-Co Contractors, Inc. Contractor: El-Co Contractors, Inc.
 Attn: John Wiles Inspector: WVWD - Kurt Kazalunas
 From: Rosa M. Gutierrez, P.E.
 Subject: Punch-list

The items listed below are incomplete work that must be completed under the contract.

No.	Item Description	Corrected on:	Verified by:
1	As-Built		
2	Placement of Concrete Sidewalk		
3	Valve Can (2)		
4	Grind & Overlay @ Sycamore Ave, Valley Blvd, and intersection		
5	Striping Application		
6	Air Vac North of Valley Blvd & Sycamore Ave - Concrete Pad & Enclosure per Std. Dwg. W-6A		
7	Above Ground Paint		
8	Guard Post and Concrete Pad (3)		
9	8" Butterfly Valve (1)		
10	8" FLG x MJ Adaptor (1)		



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: October 13, 2021
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER DESIGN BUILD TEAMS FOR THE OLIVER P. ROEMER
 WATER FILTRATION FACILITY

DISCUSSION:

In August, 2021 West Valley Water District (District) issued a Request for Qualifications (RFQ) on Planet Bids to the Design Build (DB) Teams that had submitted Expressions of Interest for the Oliver P. Roemer Water Filtration Facility Expansion project (Project). The DB Team shall have the sole responsibility and liability for the design and construction of the Project. Responsibilities shall include, but not necessarily be limited to, design, project management, permitting, preparation of reports and documentation to support the District led permitting and regulatory compliance efforts, procurement of all labor materials and equipment, construction including all equipment installation, start-up, testing and commissioning.

Four teams submitted Statements of Qualifications (SOQ) in response to the solicitation. The SOQ's were evaluated by a committee consisting of District staff and Owner's Engineer staff. The Evaluation Committee reviewed, evaluated, and scored each response according to the evaluation criteria as follows:

- General Requirements, Insurance Coverage, Safety
- Project Understanding, Project Approach and Key Issues
- Project Team and Organizational Structure
- Project Experience, References, and Litigation/Dispute History

Each member of the Evaluation Committee independently scored each SOQ in accordance with the evaluation criteria above. After discussions among the Evaluation Committee, all members of the Evaluation Committee had the ability to revisit their review and make changes to the scoring as they saw fit. Through this evaluation process, three (3) DB Teams were short listed to advance the design of the project. A design stipend of \$60,000 each will be offered to two (2) DB Teams for their design efforts and the development of a Guaranteed Maximum Price. The third DB Team will not be afforded the stipend but will continue with the design and construction of the project as the preferred DB Team.

The three (3) DB Teams that have been selected based on the evaluation criteria above to advance the design of the Project are Kiewit Infrastructure West Co./Trussell Technologies, Inc., J.R. Filanc

Construction Company, Inc./Carollo Engineers and PCL Construction Inc./Stantec. In this next step, these three (3) DB Teams will be issued a Request for Proposal (RFP) for the Project. The RFP will allow the maximum opportunity for these short-listed proposers to demonstrate superior DB delivery capabilities in the development of the Project.

FISCAL IMPACT:

The cost for the stipend for the two (2) Design Build Teams is \$60,000 each for a total of \$120,000. This item was included in the fiscal year 2021/2022 Capital Improvement Budget for the Oliver P. Roemer Water Filtration Facility Expansion Project.

STAFF RECOMMENDATION:

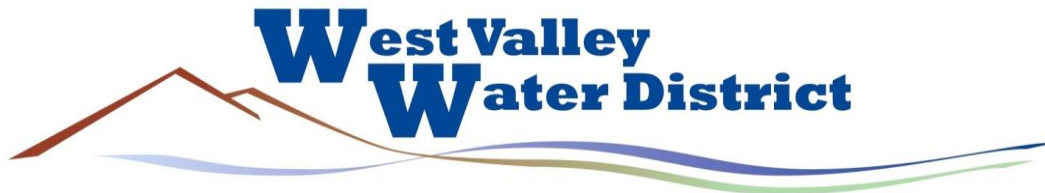
Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

LJ:ls



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: October 13, 2021
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER AGREEMENT FOR PROFESSIONAL SERVICES TO DEVELOP THE RIALTO BASIN GROUNDWATER MANAGEMENT PLAN

BACKGROUND:

Pursuant to the Settlement Agreement in the lawsuit against Fontana Union Water Company (FUWC) et al by the San Bernardino Valley Municipal Water District, City of Rialto, City of Colton, and West Valley Water District (District), the latter three (3) entities and Fontana Union Water Company are required to form a Groundwater Council to promote sustainable groundwater management for the Rialto Basin.

To that end, the Rialto Basin Groundwater Council Framework Agreement (Agreement) was entered into between the parties. The purpose of the Agreement and the reason behind the creation of the Rialto Basin Groundwater Council (RBGC), is to provide for the funding, integration, and coordination of the management of native and imported water and associated groundwater replenishment facilities within the Rialto Basin.

DISCUSSION:

The RBGC has formed a Technical Advisory Committee (TAC) consisting of its individual agency's staff, which serves to provide input to the RBGC and administer and implement any directives made by the RBGC. The TAC issued a Request for Proposals (RFP) to qualified consulting firms for Professional Services to Develop the Rialto Basin Groundwater Management Plan (Plan). Consultants proposing shall develop, using widely accepted water industry standards, a Plan that includes the RBGC documents (Rialto Decree, Settlement Agreement, Framework Agreement), defines violations and remedies, discusses the Management Committee, and speak to Groundwater Management Plan Tools such as monthly and annual reports and how water rights, leasing of rights and supplemental water is managed. The consultant shall make use of the existing groundwater model of the Rialto Basin in developing the plan and providing recommendations.

Proposals were received from three consulting firms and are being evaluated by members of the TAC. Following the evaluation, a recommendation will be brought before the RBGC and then their respective Boards for approval. The selected consulting firm will be required to enter into an Agreement for Professional Services. The District on behalf of the RBGC will contract with the

selected consultant utilizing the District's standard Agreement for Professional Services and be reimbursed by the other three members (City of Rialto, City of Colton and Fontana Water Company).

The final consultant recommendation and associated costs to the District will be presented to the Board of Directors at a future Board meeting.

FISCAL IMPACT:

The cost to the District will be one quarter (1/4) of the proposal from the selected firm.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

LJ:ls